



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

CITY OF OAKDALE CITY COUNCIL REGULAR MEETING AGENDA

City Council Chambers
277 North Second Avenue
Oakdale, CA 95361

Monday, June 21, 2021

7:00 PM

City Council Chambers

NOTICE

This meeting will be open to the public. With recent changes 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 no longer required, however, those who have not been vaccinated are supposed to wear a mask. 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 Ron Speer of the Mountain View Church.**
- 5. Presentations/Acknowledgements**
 - 5.1: [Certificate of Recognition to Oakdale Dry Cleaners for 30 years of doing business in the City of Oakdale.](#)
- 6. Additions/Deletions**



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Next City Council Resolution: 2021-047

Next Ordinance: 1275

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 9.10. Unless there is discussion by a member of the audience/Council they may be approved in one motion.

- 9.1: Approve the Special City Council Meeting Minutes of May 26, 2021 and Regular City Council Meeting of June 7, 2021.
- 9.2: Receive and File the Warrant List for the Period June 2, 2021 through June 16, 2021.
- 9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.
- 9.4: Accept by Minute Order, the April 2021 Treasurer's Report.
- 9.5: Accept by Minute Order, the May 2021 Treasurer's Report.
- 9.6: Approve by Minute Order, a Tree Removal Request for the removal of one (1) Live Oak, one (1) Cork Oak, and four (4) Chinese Pistache trees located at 245 North Second Street as part of the Oakdale Police Department/City Hall Facility Improvement Project.
- 9.7: By Motion, authorize the cancellation of the Tuesday, July 6, 2021 City Council Meeting.
- 9.8: Adopt City of Oakdale City Council Resolution 2021-___ authorizing the Mayor to execute an amended Contract Agreement for the City Manager.
- 9.9: Adopt City of Oakdale City Council Resolution 2021-___ authorizing the City of Oakdale to enter into an updated Stanislaus Special Investigations Unit (formerly Stanislaus Drug Enforcement Agency) Joint Powers Agreement.
- 9.10: Adopt City of Oakdale City Council Resolution 2021-___ authorizing the City Manager to execute all; Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Cooperative Agreements and any Amendments thereto with the California Department of Transportation.



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10. Public Hearings

- 10.1: Introduce and Waive the First Reading of an Ordinance amending a Development Agreement between the City of Oakdale and MDS Business Services, Inc. for the purpose of amending and extending the current agreement. (Published in the Oakdale Leader on June 9, 2021)

Recommended Action: City Council Introduce the Ordinance Amending the Development Agreement between the City of Oakdale and MDS Business Services, Inc., for the purpose of amending and extending the current agreement.

- 10.2: Introduce and Waive the First Reading of an Ordinance amending a Development Agreement between the City of Oakdale and Cal Kosher, Inc. and Empire Wellness for the purpose of amending and extending the current agreement. (Published in the Oakdale Leader on June 9, 2021)

Recommended Action: City Council Introduce the Ordinance Amending Development Agreement between the City of Oakdale and Cal Kosher, Inc. and Empire Wellness for the purpose of amending and extending the current agreement.

11. Staff Reports

- 11.1: Consider a location change to the proposed Maag Avenue dog park.
- 11.2: Consider Resolutions of the City of Oakdale City Council initiating Landscape and Lighting Maintenance District Assessments for Bridle Ridge for Fiscal Year 2021/2022.

Recommended Actions:

- (1) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California initiating proceedings for the annual levy and collection of assessments and ordering the preparation of annual Engineer's Reports for the City of Oakdale for the Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.
- (2) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California providing preliminary approval of the annual Engineer's Report regarding the proposed levy and collection of assessments for the Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.
- (3) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California declaring its intention for the levy and collection of annual assessments for the Bridle Ridge Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.



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11.3: Consider Resolutions of the City of Oakdale City Council initiating Landscape and Lighting Maintenance District Assessments for the Vineyards for Fiscal Year 2021/2022.

Recommended Actions:

- (1) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California initiating proceedings for the annual levy and collection of assessments and ordering the preparation of annual Engineer's Reports for the City of Oakdale of the Vineyards Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.
- (2) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California providing preliminary approval of the annual Engineer's Report regarding the proposed levy and collection of assessments for the Vineyards Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.
- (3) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California declaring its intention for the levy and collection of annual assessments for the Vineyards Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.

11.4: Consider Resolutions of the City of Oakdale City Council initiating Landscape and Lighting Maintenance District Assessments for the Burchell Hill for Fiscal Year 2021/2022.

Recommended Actions:

- (1) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California initiating proceedings for the annual levy and collection of assessments and ordering the preparation of annual Engineer's Reports for the City of Oakdale of the Burchell Hill Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.
- (2) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California providing preliminary approval of the annual Engineer's Report regarding the proposed levy and collection of assessments for the Burchell Hill Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.
- (3) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California Declaring its intention for the levy and collection of annual assessments for the Burchell Hill Landscape and Lighting Maintenance District for Fiscal Year 2021/2022.

11.5: Consider Resolutions of the City of Oakdale City Council initiating Landscape and Lighting Maintenance District Assessments for Landscape and Lighting District No. 03-01 (Live Oak, Reinman Court, Sunset Meadows, Sterling Hills, Murdoch Estates) for Fiscal Year 2021/2022.



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Recommended Actions:

- (1) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California initiating proceedings for the annual levy and collection of assessments and ordering the preparation of annual Engineer's Reports for the City of Oakdale's Landscaping and Lighting Maintenance District No. 03-01 (Live Oak, Reinman Court, Sunset Meadows, Sterling Hills, Murdoch Estates) for Fiscal Year 2021/2022.
- (2) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California providing preliminary approval of the annual Engineer's Report regarding the proposed levy and collection of assessments for the City of Oakdale's Landscaping and Lighting Maintenance District No. 03-01, (Live Oak, Reinman Court, Sunset Meadows, Sterling Hills, Murdoch Estates) for Fiscal Year 2021/2022.
- (3) Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale, California declaring its intention for the levy and collection of annual assessments for the City of Oakdale's Landscaping and Lighting Maintenance District No. 03-01, (Live Oak, Reinman Court, Sunset Meadows, Sterling Hills, Murdoch Estates) for Fiscal Year 2021/2022.

- 11.6: Consider a Resolution authorizing the City Manager to approve a contract with Howk Systems for the Well 4 Rehabilitation Project in the amount of \$86,370.51 as well as approve 10% contingency in the amount of \$8,600.00 for a total project cost of \$94,970.51 funded by Water Capital Replacement Fund 644.

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 approve a contract with Howk Systems for the Well 4 Rehabilitation Project in the amount of \$86,370.51 as well as approve 10% contingency in the amount of \$8,600.00 for a total project cost of \$94,970.51 funded by Water Capital Replacement Fund 644.

- 11.7: Consider a Resolution adopting a list of projects for Fiscal Year (FY) 2021-2022 to be funded by SB 1 as required by the Road Repair and Accountability Act of 2017.

Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale adopting a list of projects for Fiscal Year (FY) 2021-2022 to be funded by SB 1 as required by the Road Repair and Accountability Act of 2017.

- 11.8: Consider a Resolution authorizing the City Manager to award and execute a Landscape Maintenance contract to Ruben Pastran dba RP Landscaping for the Gene Bianchi Community Center and the Gladys Lemons Senior Center.

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 award and execute a Landscape Maintenance contract to Ruben Pastran dba RP



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Landscaping for the Gene Bianchi Community Center and the Gladys Lemons Senior Center.

- 11.9: Consider a Resolution supporting and authorizing the extension of the Abandoned Vehicle Abatement (AVA) Program fee through April 30, 2032.

Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale support and authorizing the extension of the Abandoned Vehicle Abatement (AVA)

- 11.10: Consider a Resolution adopting the Preliminary Fiscal Year (FY) 2021/2022 Annual Budget.

Recommended Action: Adopt City of Oakdale City Council Resolution 2021-____, a Resolution of the City Council of the City of Oakdale adopting the Preliminary Fiscal Year (FY) 2021/2022 Annual Budget.

12. City Manager's Report

- 12.1: June 2021 Department Reports.

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.

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 21, 2021 at the City Council Chambers, 277 North Second Avenue, Oakdale, CA, 95361 on Friday, June 18, 2021.

Dated: June 18, 2021

/s/ Julie Christel
Julie Christel
Council Services and Legislative Records Manager
Deputy City Clerk

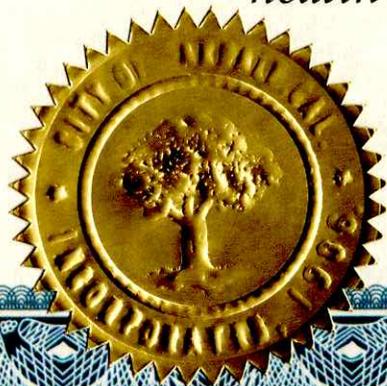


Certificate of Recognition

PRESENTED TO

Oakdale Dry Cleaners

On behalf of the City Council of the City of Oakdale, congratulations on your thirty years of doing business in the City of Oakdale. Best wishes for a long and enjoyable retirement along with continued good health and success in all your future endeavors.



Cherilyn Bairos, Mayor
Presented on this 21st day of June, 2021



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

CITY OF OAKDALE CITY COUNCIL SPECIAL MEETING MINUTES

City Council Chambers
110 South Second Avenue
Oakdale, CA 95361

Wednesday, May 26, 2021

6:00 PM

Community Center

1. CALL TO ORDER:

Mayor Bairos called the meeting to order at 6:00 p.m.

Deputy City Clerk Christel conducted roll call with Council Member Haney, Council Member Smith, Council Member Chiara, Mayor Pro Tem Smith, and Mayor Bairos responding they were present.

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
Lieutenant Ramar
Chief Tietjen
Finance Director Avila
Public Services Director Gravel
Public Works Superintendent Bridgewater
Council Services Manager Christel

Absent: None

3. Public Comments

Mayor Bairos opened public comment.

Public comment received from:

Virginia Camacho discussed items listed in the staff report.

With no further public comment, Mayor Bairos closed public comment.

4. City Council Goal Setting Workshop

City Manager Whitemyer provided a staff report and PowerPoint Presentation on City Council goals for the City. He provided a review of the goals and mission and vision statement developed at the July 2019 goal setting workshop meeting. He also gave a brief review of department goals.



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Next Ordinance: 1275

He then reviewed the thirteen City Council goals from 2019 providing a summary for each one. He stated that of the thirteen goals, the following had been completed:

- Increase the General Fund Reserve from 40% to 42% - 43%.
- Support the passage of Measure H in November 2019 election in order to maintain funding for public safety, street lighting, street sweeping, the senior center and Community Center.
- Determine if a contractor or employee needs to be hired to help recruit new retailers and businesses to Oakdale.

City Manager Whitemyer then asked the City Council to determine the top four of the remaining goals City Council would like to make a priority:

- Renegotiate Property Tax Sharing Agreement with Stanislaus County
- Develop educational and enforcement strategies that will lower the number of vehicles running red lights in Oakdale.
- Develop plan for increased community outreach.
- Develop a plan to construct a Community Youth Center.
- Install more lighted crosswalks on F Street (Highway 108/120).
- Explore Creation of a Business Improvement District (BID)
- Attract new retailers/businesses to Oakdale that will bring more retail sales tax revenue to the community.
- Create shovel ready parcels for retail and business development in the East F Street Specific Plan, Crane Crossing Specific Plan, and future Sierra Pointe Specific Plan.
- Reduce dependence on ground water by developing plans to utilize surface water from OID.

There was discussion regarding looking in to options available for addressing and mitigating traffic issues including red light running and street lighting issues, and the need for attracting businesses to town, especially on the west side of town.

City Manager Whitemyer stated the City Council can either determine the top four at this meeting or set up another workshop meeting at a later date for further discussion and make a decision at that time.

After a brief discussion, the City Council decided to schedule another workshop that will be held on Wednesday, August 4th at 6:00 p.m. at the Gene Bianchi Community Center.

5. Adjournment

There being no further business, Mayor Bairos adjourned the meeting at 7:43 p.m.

ATTEST:

APPROVED:

Julie Christel, Deputy City Clerk

Cherilyn Bairos, Mayor



CITY OF OAKDALE CITY COUNCIL REGULAR MEETING MINUTES



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, June 7, 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, Council Member Haney, Mayor Pro Tem Christopher Smith, and Mayor Bairos responding they were present.

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
Senior Engineering Technician Renfrow
Assistant to the City Manager Mondragon
Council Services Manager Christel

Absent: None

3. Pledge of Allegiance & Invocation

Mayor Bairos led the pledge of allegiance and Pastor Ryan Poling of the River Christian Community 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 Norm's Barber Shop on fifty-two (52) years of doing business in the City of Oakdale.

Mayor Bairos acknowledged and congratulated Norm's Barbershop for their fifty-two years of doing business in the City of Oakdale.



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Next City Council Resolution: 2021-047

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- 5.2: Certificate of Recognition to Corporate Development, Inc. Real Estate on twenty-two (22) years of doing business in the City of Oakdale.

Mayor Bairos presented a Certificate of Recognition to Jerry Marquis and Rhonda Waddell Corporate Development, Inc. Real Estate on their twenty-two years of doing business in the City of Oakdale. Mr. Marquis and Mrs. Waddell accepted the certificate and talked about the business. They thanked the City Council for the recognition.

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

Tracy Norris, Corporate Communications from Gilton Waste Management, provided a presentation on Senate Bill 1383. She spoke about prior recycling legislation, provided a summary of SB 1383 mandates, Gilton's strategies to work within these mandates and how this will affect collection services.

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 7:43 p.m.

Public Comment was received from the following:

Alice Garcia stated she believed the speaker cards were unconstitutional.

With no further comments, Mayor Bairos closed Public Comment at 7:50 p.m.

8. Appointment to Boards, Commissions, Committees

None.

9. City Council Consent Agenda

The consent agenda is comprised of Items 9.1 through 9.8. 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.



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- 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 2021-037, a Resolution of the City of Oakdale City Council authorizing staff to record the Trieste Parcel Map with the Stanislaus County Recorder's Office.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.8 for June 7, 2021.

Moved by Council Member Chiara, and seconded by Mayor Pro Tem Smith and PASSED AND ADOPTED this 7th day of June 2021, by the following vote:

AYES: COUNCIL MEMBERS:	Chiara, C. Smith, F. Smith, 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.

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.

Senior Engineering Technician Renfrow provided a staff report and PowerPoint Presentation on a request to execute an Agreement with Resourceability for consulting services associated with California's Department of Resources Recycling and Recovery Regulations. He provided a history of discussed the CalRecycle requirements of the project, the services Resourceability would provide and the cost of those services. He concluded his report requested the City Council approve 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.

Staff responded to questions from the City Council.



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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

Adopt City of Oakdale City Council Resolution 2021-038, 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.

Moved by Council Member Smith, and seconded by Mayor Pro Tem Smith and PASSED AND ADOPTED this 7th day of June 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.

- 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.

Senior Engineering Technician Renfrow provided a staff report and PowerPoint Presentation on a request to execute a contract for annual street sweeping services with Gilton Solid Waste. He provided an overview of the contract, discussed services provide, and funds to be used for these services. He concluded his report requested the City Council approve 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.

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

Adopt City of Oakdale City Council Resolution 2021-039, 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.



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Moved by Council Member Smith, and seconded by Council Member Chiara and PASSED AND ADOPTED this 7th day of June 2021, by the following vote:

AYES: COUNCIL MEMBERS:	F. Smith, Chiara, C. Smith, 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.

- 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.

Chief of Police Heller provided a staff report and PowerPoint Presentation on a request for the City to accept grant funding from the California Highway Patrol for the Cannabis Tax Fund Program. He provided information on the grant, discussed the Cannabis Tax Fund Program and how grant funds would be applied and used in the city. He concluded his report requested the City Council approve 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.

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

Adopt City of Oakdale City Council Resolution 2021-040, 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.

Moved by Mayor Pro Tem Smith, and seconded by Council Member Smith and PASSED AND ADOPTED this 7th day of June 2021, by the following vote:

AYES: COUNCIL MEMBERS:	C. Smith, F. 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.

- 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



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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.

Assistant to the City Manager Mondragon provided a staff report and PowerPoint Presentation on a request to execute an Agreement with CNW Construction, Inc. for construction costs related to the City of Oakdale Police Department/City Hall Improvement Project. He provided a brief history of the project and overview of work to be done. He reviewed the project timeline and provided information on the construction agreement. He concluded his report requested the City Council approve 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.

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

Adopt City of Oakdale City Council Resolution 2021-041, 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.

Moved by Mayor Pro Tem Smith, and seconded by Council Member Chiara and PASSED AND ADOPTED this 7th day of June 2021, by the following vote:

AYES: COUNCIL MEMBERS:	C. Smith, Chiara, F. Smith, 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.

- 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.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 7, 2021**

Next City Council Resolution: 2021-047

Next Ordinance: 1275

Public Works Superintendent Bridgewater provided a staff report and PowerPoint Presentation on a request 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. He provided an overview of the project and project timeline, discussed the bid process and work to be done. He concluded his report requested the City Council approve 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.

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

Adopt City of Oakdale City Council Resolution 2021-042, 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.

Moved by Council Member Smith, and seconded by Mayor Pro Tem Smith and PASSED AND ADOPTED this 7th day of June 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.

- 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 (OMEBU), 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.



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 7, 2021**

Next City Council Resolution: 2021-047

Next Ordinance: 1275

City Manager Whitemyer provided a staff report and PowerPoint Presentation on a request for the City Council to approve and execute Memorandums of Understanding (MOU) between the City of Oakdale and the Oakdale Police Officers Association, Oakdale Miscellaneous Employee Bargaining Unit (OMEPU), the Management and Confidential Bargaining Unit and to approve the Revised Salary Ranges for City of Oakdale Senior Management Employees for Fiscal Years 2021/2022 through 2023/2024.

He reviewed the proposed changes, including salary increases for each MOU as well as the revised salary schedule for Senior Management employees and discussed the impacts to the General Fund. He concluded his report requesting the City Council approve the Memorandums of Understanding between the City of Oakdale and all of the City bargaining units, including Revised Salary Ranges for City of Oakdale Senior Management Employees for the Fiscal Years 2021/2022 through 2023/2024.

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

Adopt City of Oakdale City Council Resolutions 2021-043, 2021-044, and 2021-045, 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 2021-046, 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.

Moved by Council Member Smith, and seconded by Mayor Pro Tem Smith and PASSED AND ADOPTED this 7th day of June 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



**CITY OF OAKDALE
CITY COUNCIL
REGULAR MEETING AGENDA
Monday, June 7, 2021**

Next City Council Resolution: 2021-047

Next Ordinance: 1275

Reports were included in the agenda packet for their review.

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

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 Pro Tem Smith asked City Manager Whitemyer if the City would look into installing a four-way stop at the area where Walnut Avenue, First Street and Poplar Avenue intersect citing safety issues. City Manager Whitemyer said he would put it on the agenda for the next Traffic Safety Committee meeting.

Mayor Pro Tem Smith also mentioned issues regarding the sound system in the Chamber. Finance Director Avila stated that the new amplifier was currently backordered.

Mayor Bairos reminded everyone about Oakdale's 150th Birthday Celebration Event, with events scheduled for Wednesday, June 23, 2021 through Sunday, June 27, 2021. Anyone needing tickets to Saturday's events can purchase them on the OakdaleOES.com, visit their OES Facebook page or give her a call.

14. Adjournment

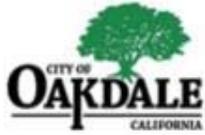
The next Regular meeting of the Oakdale City Council will be held Monday, June 21, 2021 at 7:00 p.m. in the Council Chambers. There being no further business, Mayor Bairos adjourned the meeting at 8:59 p.m.

ATTEST:

APPROVED:

Julie Christel, Deputy City Clerk

Cherilyn Bairos, Mayor



City of Oakdale, CA

AGENDA ITEM 9.2:

WARRANT LIST

By Vendor Name

Payment Dates 6/2/2021 - 6/16/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 5555555 - *						
05/24/2021	STILWELL, DON 6/14-15	STILWELL, DON	148243	110-2110-416003	PER DIEM FOR 80 HR SUPERVI	500
06/02/2021	GUEVARA, KARA 6//2021	GUEVARA, KARA	148242	110-2110-416002	PER DIEM FOR CLASS JUNE 7-5	150
Vendor 5555555 - * Total:						650
Vendor: 9999999 - *						
05/28/2021	KING,BENJAMIN M	KING, BENJAMIN	148244	110-202-0100	REFUND OF BUS. LIC B&C BLA	154
Vendor 9999999 - * Total:						154
Vendor: 504 - ABS DIRECT INC.						
05/26/2021	127179	ABS DIRECT INC.	148245	622-4153-425003	LATE NOTICES	230.49
05/26/2021	127179	ABS DIRECT INC.	148245	622-4153-429000	LATE NOTICES	268.51
05/26/2021	127179	ABS DIRECT INC.	148245	645-4161-425003	LATE NOTICES	230.49
05/26/2021	127179	ABS DIRECT INC.	148245	645-4161-429000	LATE NOTICES	268.51
Vendor 504 - ABS DIRECT INC. Total:						998
Vendor: 01342 - ACOUSTIC SOLUTIONS						
05/20/2021	4615	ACOUSTIC SOLUTIONS	148246	117-7460-425003	PARTION PANELS AT COMM C	11598
Vendor 01342 - ACOUSTIC SOLUTIONS Total:						11598
Vendor: 1502 - AQUA-AEROBIC SYSTEMS INC.						
06/02/2021	1028290 4/23/2021	AQUA-AEROBIC SYSTEMS INC.	148247	622-4151-424002	SALES TAX & FRIEGHT	135.05
Vendor 1502 - AQUA-AEROBIC SYSTEMS INC. Total:						135.05
Vendor: 280 - ARC DOCUMENT SOLUTIONS LLC						
05/11/2021	2447999	ARC DOCUMENT SOLUTIONS I	148248	119-4110-425003	MAY 2021 MPS BASE BILLING	105.73
05/11/2021	2447999	ARC DOCUMENT SOLUTIONS I	148248	120-3130-425003	MAY 2021 MPS BASE BILLING	105.73
05/11/2021	2447999	ARC DOCUMENT SOLUTIONS I	148248	622-4152-425003	MAY 2021 MPS BASE BILLING	105.73
05/11/2021	2447999	ARC DOCUMENT SOLUTIONS I	148248	645-4160-425003	MAY 2021 MPS BASE BILLING	105.73
Vendor 280 - ARC DOCUMENT SOLUTIONS LLC Total:						422.92
Vendor: 01185 - ASI						
05/05/2021	A1013212	ASI	148249	110-1910-425003	ADMINISTRATION OF SEC 125	90
Vendor 01185 - ASI Total:						90
Vendor: 259 - AT&T						
05/21/2021	EB16462693	AT&T	148250	110-2110-427004	Temp. Relocation of Comm Ce	660
Vendor 259 - AT&T Total:						660
Vendor: 942 - AT&T						
05/20/2021	CALNET JUNE 2021	AT&T	148251	110-2110-420003	9391053231	89.06
05/20/2021	CALNET JUNE 2021	AT&T	148251	110-2110-420003	9391064580	301.86
05/20/2021	CALNET JUNE 2021	AT&T	148251	110-2110-420003	9391053225	255.14
05/20/2021	CALNET JUNE 2021	AT&T	148251	110-2110-420003	9391053230	89.06
Vendor 942 - AT&T Total:						735.12
Vendor: 1264 - BEST BEST & KRIEGER						
05/12/2021	904783	BEST BEST & KRIEGER	148252	363-9091-425003	LEGAL	124
Vendor 1264 - BEST BEST & KRIEGER Total:						124



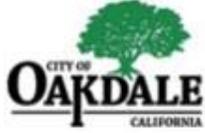
City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 6/2/2021 - 6/16/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 1361 - CALIFORNIA STATE DISBURSEMENT UNIT						
06/11/2021	INV01005	CALIFORNIA STATE DISBURSE	148294	110-219-1900	GARNISHMENT CHILD SUPPOI	480.38
Vendor 1361 - CALIFORNIA STATE DISBURSEMENT UNIT Total:						480.38
Vendor: 232 - CAR WASH PARTNERS INC.						
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	110-2110-424003	APRIL SERVICES	132
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	110-4120-425003	APRIL SERVICES	4
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	110-7210-424003	APRIL SERVICES	4
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	120-3110-424003	APRIL SERVICES	4
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	120-3130-424003	APRIL SERVICES	4
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	622-4152-424003	APRIL SERVICES	4
05/16/2021	181810	CAR WASH PARTNERS INC.	148253	645-4160-424003	APRIL SERVICES	4
Vendor 232 - CAR WASH PARTNERS INC. Total:						156
Vendor: 1452 - CENTRAL VALLEY FIRE PROTECTION INC						
04/26/2021	21-10033	CENTRAL VALLEY FIRE PROTEC	148254	117-7460-424002	COMMUNITY CENTER ALARM	505
04/26/2021	21-10034	CENTRAL VALLEY FIRE PROTEC	148254	117-7440-424002	SENIOR CENTER ALARM INSPE	505
04/26/2021	21-10035	CENTRAL VALLEY FIRE PROTEC	148254	110-2210-425003	WILLWOOD FIRE STATION AL	339.85
Vendor 1452 - CENTRAL VALLEY FIRE PROTECTION INC Total:						1349.85
Vendor: 1329 - CHURCHWELL WHITE LLP						
03/31/2021	41874-41882	CHURCHWELL WHITE LLP	148255	110-1610-425003	LEGAL SERVICES	5286
03/31/2021	41874-41882	CHURCHWELL WHITE LLP	148255	120-3110-425003	LEGAL SERVICES	102
03/31/2021	41874-41882	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	54
03/31/2021	41874-41882	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	988
03/31/2021	41874-41882	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	304
03/31/2021	41874-41882	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	76
05/27/2021	42186-42198	CHURCHWELL WHITE LLP	148255	110-1610-425003	LEGAL SERVICES	7058.7
05/27/2021	42186-42198	CHURCHWELL WHITE LLP	148255	120-3110-425003	LEGAL SERVICES	683.1
05/27/2021	42186-42198	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	190
05/27/2021	42186-42198	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	3306
05/27/2021	42186-42198	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	4940
05/27/2021	42186-42198	CHURCHWELL WHITE LLP	148255	720-3110-425003	LEGAL SERVICES	1055.9
Vendor 1329 - CHURCHWELL WHITE LLP Total:						24043.7
Vendor: 1577 - CINTAS CORPORATION						
05/14/2021	4084374879	CINTAS CORPORATION	148256	622-4151-425016	WEEKLY LAUNDRY SERVICE	71.48
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-4140-425016	WEEKLY LAUNDRY SERVICE	17.5
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-4140-425016	WEEKLY LAUNDRY SERVICE	5.94
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-4140-425016	WEEKLY LAUNDRY SERVICE	5.52
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-4140-425016	WEEKLY LAUNDRY SERVICE	4.34
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-4140-425016	WEEKLY LAUNDRY SERVICE	3.13
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-7210-425016	WEEKLY LAUNDRY SERVICE	3.5
05/14/2021	4084374879	CINTAS CORPORATION	148256	110-7413-425016	WEEKLY LAUNDRY SERVICE	9.53
05/14/2021	4084374879	CINTAS CORPORATION	148256	120-3130-425016	WEEKLY LAUNDRY SERVICE	5.72
05/14/2021	4084374879	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	3.52



City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 6/2/2021 - 6/16/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
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05/14/2021	4084374879	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	17.5
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05/14/2021	4084374879	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	8.03
05/14/2021	4084374879	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	12.25
05/14/2021	4084374879	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	1.98
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05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	43.44
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	30.5
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	17.5
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	8.12
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	7.49
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	3.96
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	3.52
05/14/2021	4084374879	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	3
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05/21/2021	4085036320	CINTAS CORPORATION	148256	110-4140-425016	WEEKLY LAUNDRY SERVICE	4.34
05/21/2021	4085036320	CINTAS CORPORATION	148256	110-7210-425016	WEEKLY LAUNDRY SERVICE	3.5
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05/21/2021	4085036320	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	30.5
05/21/2021	4085036320	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	17.5
05/21/2021	4085036320	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	12.25
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05/21/2021	4085036320	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	5.52
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05/21/2021	4085036320	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	230.5
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05/21/2021	4085036320	CINTAS CORPORATION	148256	622-4152-425016	WEEKLY LAUNDRY SERVICE	3.96
05/21/2021	4085036320	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	38.44
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05/21/2021	4085036320	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	12.25
05/21/2021	4085036320	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	8.12
05/21/2021	4085036320	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	7.49



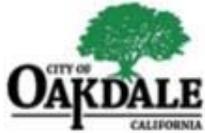
City of Oakdale, CA

WARRANT LIST

By Vendor Name

Payment Dates 6/2/2021 - 6/16/2021

Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
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05/21/2021	4085036320	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	3.52
05/21/2021	4085036320	CINTAS CORPORATION	148256	645-4160-425016	WEEKLY LAUNDRY SERVICE	3
05/21/2021	4085036395	CINTAS CORPORATION	148256	622-4151-425016	WEEKLY LAUNDRY-WASTEWA	113.98
Vendor 1577 - CINTAS CORPORATION Total:						1003.5
Vendor: 346 - CITY OF OAKDALE CITYHALL ASSN						
06/11/2021	INV01000	CITY OF OAKDALE CITYHALL A 10360		110-219-0800	CITY OF OAKDALE CITYHALL A	44
Vendor 346 - CITY OF OAKDALE CITYHALL ASSN Total:						44
Vendor: 1507 - CITY OF OAKDALE FSA ACCOUNT						
06/11/2021	INV01004	CITY OF OAKDALE FSA ACCOU 10361		512-1910-374120	CITY OF OAKDALE FSA ACCOU	647.7
Vendor 1507 - CITY OF OAKDALE FSA ACCOUNT Total:						647.7
Vendor: 50 - CLARK PEST CONTROL						
04/05/2021	280542220	CLARK PEST CONTROL	148258	110-7210-427009	PEST CONTROL-PARKS-WEED	336
05/19/2021	28745983	CLARK PEST CONTROL	148258	284-6210-425003	Clark Pest Control - Weed Con	650
05/19/2021	28745983	CLARK PEST CONTROL	148258	284-6210-425003	BALANCE DUE	130
05/24/2021	28746955	CLARK PEST CONTROL	148258	110-7210-425003	Clark Pest Control - PERC	294
05/24/2021	28817513	CLARK PEST CONTROL	148258	286-6230-425003	Clark Pest Control – PERC	65
05/24/2021	28817519	CLARK PEST CONTROL	148258	284-6210-425003	Clark Pest Control – PERC	130
Vendor 50 - CLARK PEST CONTROL Total:						1605
Vendor: 01240 - COLE PRO MEDIA LLC						
05/21/2021	2430	COLE PRO MEDIA LLC	148259	110-2110-425003	Transparency Engagement Ad	1500
Vendor 01240 - COLE PRO MEDIA LLC Total:						1500
Vendor: 1059 - COLONIAL PROCESSING CENTER						
06/11/2021	INV01003	COLONIAL PROCESSING CENTI 148295		110-219-1700	COLONIAL LIFE	27.41
Vendor 1059 - COLONIAL PROCESSING CENTER Total:						27.41
Vendor: 1315 - DATA PATH INC.						
05/13/2021	151066	DATA PATH INC.	148260	525-1910-425003	COMPUTER SUPPORT	2817.5
Vendor 1315 - DATA PATH INC. Total:						2817.5
Vendor: 718 - DEPARTMENT OF JUSTICE						
05/21/2021	509217	DEPARTMENT OF JUSTICE	148261	110-2110-425003	CCW Renewal	96
Vendor 718 - DEPARTMENT OF JUSTICE Total:						96
Vendor: 926 - DON'S MOBILE GLASS						
05/19/2021	227741	DON'S MOBILE GLASS	148262	119-4110-424003	WINDSHIELD CHIP REPAIRS C-	120
05/19/2021	WMOD455722	DON'S MOBILE GLASS	148262	120-3130-424003	WINDSHIELD REPLACEMENT C	259
Vendor 926 - DON'S MOBILE GLASS Total:						379
Vendor: 01359 - FRANCHISE TAX BOARD - COURT ORDERED DEBT COLLECTIONS						
06/11/2021	INV01006	FRANCHISE TAX BOARD - COU 148297		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						
06/11/2021	INV01007	FRANCHISE TAX BOARD	148296	110-219-1900	GARNISHMENT - FTB	50
Vendor 92 - FRANCHISE TAX BOARD Total:						50



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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 95 - GEORGE REED INC.						
05/11/2021	100237413	GEORGE REED INC.	148263	110-4140-427006	HOT MIX FOR STREET REPAIRS	367.89
Vendor 95 - GEORGE REED INC. Total:						367.89
Vendor: 123 - HOWK SYSTEMS INC						
05/05/2021	0323515-IN	HOWK SYSTEMS INC	148264	644-4169-442001	WELL #4 ACID SCRUB, AIR LIFT	35650
Vendor 123 - HOWK SYSTEMS INC Total:						35650
Vendor: 1504 - METLIFE - GROUP BENEFITS						
06/01/2021	KM05931316 6/1/2021	METLIFE - GROUP BENEFITS	148265	110-219-1104	VISION INSURANCE BENEFITS	780.63
Vendor 1504 - METLIFE - GROUP BENEFITS Total:						780.63
Vendor: 173 - MUNICIPAL MAINTENANCE EQUIPMENT						
05/21/2021	0160002-IN	MUNICIPAL MAINTENANCE EQUIPMENT	148266	110-4120-425003	MAINTENANCE OF LIFT EQUIP	1196.54
Vendor 173 - MUNICIPAL MAINTENANCE EQUIPMENT Total:						1196.54
Vendor: 01241 - NC CHILD SUPPORT						
06/11/2021	INV01009	NC CHILD SUPPORT	148298	110-219-1900	GARNISHMENT CHILD SUPPORT	92.31
Vendor 01241 - NC CHILD SUPPORT Total:						92.31
Vendor: 210 - OAKDALE AUTO CARE & TIRE						
05/14/2021	2039878	OAKDALE AUTO CARE & TIRE	148267	110-2110-424003	P.D. TIRES FOR UNIT 35	272.92
05/14/2021	2039883	OAKDALE AUTO CARE & TIRE	148267	110-2110-424003	TIRES FOR UNIT 31	272.92
Vendor 210 - OAKDALE AUTO CARE & TIRE Total:						545.84
Vendor: 198 - OAKDALE EMPLOYEES ASSOCIATION						
06/11/2021	INV01002	OAKDALE EMPLOYEES ASSOCIATION	10362	110-219-0800	OAKDALE EMPLOYEES ASSOCIATION DUES	40
Vendor 198 - OAKDALE EMPLOYEES ASSOCIATION Total:						40
Vendor: 208 - OAKDALE POLICE OFFICERS ASSOCIATION						
06/11/2021	INV01001	OAKDALE POLICE OFFICERS ASSOCIATION	10363	110-219-0800	ASSOCIATION DUES	675
Vendor 208 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						675
Vendor: 209 - OAKDALE POLICE OFFICERS ASSOCIATION						
06/11/2021	INV01008	OAKDALE POLICE OFFICERS ASSOCIATION	10364	110-219-0900	OAKDALE PD LTD	526.5
Vendor 209 - OAKDALE POLICE OFFICERS ASSOCIATION Total:						526.5
Vendor: 1563 - ONTEL SECURITY SERVICES INC.						
04/15/2021	32314	ONTEL SECURITY SERVICES INC	148268	110-1910-437001	VACCINATES CLINICS EXPENSES	1207.45
04/30/2021	32389	ONTEL SECURITY SERVICES INC	148268	110-1910-437001	VACCINATES CLINICS EXPENSES	1402.2
05/15/2021	32528	ONTEL SECURITY SERVICES INC	148268	110-1910-437001	VACCINATES CLINICS EXPENSES	545.3
Vendor 1563 - ONTEL SECURITY SERVICES INC. Total:						3154.95
Vendor: 219 - OPERATING ENGINEERS LOCAL #3						
06/11/2021	INV01010	OPERATING ENGINEERS LOCAL #3	148299	110-219-0800	UNION DUES - OAKDALE POLICE	780
06/11/2021	INV01011	OPERATING ENGINEERS LOCAL #3	148299	110-219-0800	UNION DUES - OAKDALE MISC	660
Vendor 219 - OPERATING ENGINEERS LOCAL #3 Total:						1440
Vendor: 62 - O'REILLY AUTOMOTIVE STORES INC.						
05/17/2021	2721-237048	O'REILLY AUTOMOTIVE STORES	148269	110-2110-424003	TPMS SENSOR UNIT #426	52.78
05/19/2021	2721-237587	O'REILLY AUTOMOTIVE STORES	148269	110-2110-424003	SERVICE PARTS UNIT #45 PD	63.95
05/19/2021	2721-238632	O'REILLY AUTOMOTIVE STORES	148269	110-2110-424003	LOWER CONTROL ARMS # 38	238.03
05/20/2021	2721-237799	O'REILLY AUTOMOTIVE STORES	148269	110-2110-424003	FRONT CALIPER BOLTS # 38 PI	4.31



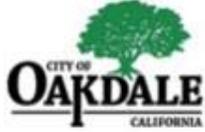
City of Oakdale, CA

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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
05/20/2021	2721-237818	O'REILLY AUTOMOTIVE STORE	148269	110-2110-424003	REAR CALIPER BOLTS FOR # 38	4.45
Vendor 62 - O'REILLY AUTOMOTIVE STORES INC. Total:						363.52
Vendor: 223 - P&L CONCRETE PRODUCTS						
05/25/2021	227036	P&L CONCRETE PRODUCTS	148270	621-4159-442001	CONCRETE MIX FOR HOLLENB	509.17
Vendor 223 - P&L CONCRETE PRODUCTS Total:						509.17
Vendor: 01346 - PENA REFRIGERATION						
05/13/2021	18158	PENA REFRIGERATION	148271	110-7413-425003	HVAC MAINT.	600
05/17/2021	17926	PENA REFRIGERATION	148271	270-1910-441005	mini split council chambers vic	4060
Vendor 01346 - PENA REFRIGERATION Total:						4660
Vendor: 226 - PG&E						
05/25/2021	JUNE-1 2021	PG&E	148272	110-4142-420001	58748645171	12508.9
05/25/2021	JUNE-1 2021	PG&E	148272	110-7210-420001	02411052901	51.91
05/25/2021	JUNE-1 2021	PG&E	148272	110-7210-420001	56060120856	13.67
05/25/2021	JUNE-1 2021	PG&E	148272	110-7210-420001	25332532271	67.98
05/25/2021	JUNE-1 2021	PG&E	148272	110-7210-420001	63695829133	420.9
05/25/2021	JUNE-1 2021	PG&E	148272	110-7210-420001	47029806701	8.12
05/25/2021	JUNE-1 2021	PG&E	148272	622-4150-420001	44172864934	29.29
05/28/2021	JUNE 2021	PG&E	148272	110-1910-420001	29735943408	85.33
05/28/2021	JUNE 2021	PG&E	148272	110-1910-420001	18246929329	4963.52
05/28/2021	JUNE 2021	PG&E	148272	110-1910-420002	18246929329	196.79
05/28/2021	JUNE 2021	PG&E	148272	110-2160-420001	18246929329	363.87
05/28/2021	JUNE 2021	PG&E	148272	110-7210-420001	18246929329	175.97
05/28/2021	JUNE 2021	PG&E	148272	117-7430-420001	12937367741	995.49
05/28/2021	JUNE 2021	PG&E	148272	117-7430-420002	12937367741	1023.47
05/28/2021	JUNE 2021	PG&E	148272	117-7460-420001	71493181177	1418.66
05/28/2021	JUNE 2021	PG&E	148272	117-7470-420001	63063551012	40.06
05/28/2021	JUNE 2021	PG&E	148272	119-4110-420001	07228975343	88.22
05/28/2021	JUNE 2021	PG&E	148272	119-4110-420002	07228975343	8.81
05/28/2021	JUNE 2021	PG&E	148272	285-6220-420001	98085099004	22.04
05/28/2021	JUNE 2021	PG&E	148272	285-6220-420001	16364492971	824.64
05/28/2021	JUNE 2021	PG&E	148272	286-6230-420001	98085099004	1022.34
05/28/2021	JUNE 2021	PG&E	148272	288-6241-420001	29646608462	47.95
05/28/2021	JUNE 2021	PG&E	148272	288-6242-420001	79258195720	9.53
05/28/2021	JUNE 2021	PG&E	148272	622-4152-420001	07228975343	194.08
05/28/2021	JUNE 2021	PG&E	148272	645-4160-420001	07228975343	194.08
05/28/2021	JUNE 2021	PG&E	148272	657-4170-420001	07028519473	668.67
05/28/2021	JUNE 2021	PG&E	148272	657-4170-420001	86502703126	266.41
05/28/2021	JUNE 2021	PG&E	148272	657-4170-420001	44024983676	103.57
Vendor 226 - PG&E Total:						25814.27
Vendor: 242 - RANDIK PAPER CO						
05/04/2021	185940	RANDIK PAPER CO	148273	110-7413-427002	SUPPLIES FOR CITY BUILDINGS	565.24
Vendor 242 - RANDIK PAPER CO Total:						565.24



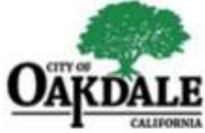
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Post Date	Payable Number	Vendor Name	Payment Number	Account Number	Description (Item)	Amount
Vendor: 1278 - RAY MORGAN COMPANY						
05/11/2021	3318316	RAY MORGAN COMPANY	148274	110-1910-423000	COPIER LEASE	304.21
05/11/2021	3318316	RAY MORGAN COMPANY	148274	110-2110-423000	COPIER LEASE	608.43
05/11/2021	3318316	RAY MORGAN COMPANY	148274	119-4110-423000	COPIER LEASE	152.1
05/11/2021	3318316	RAY MORGAN COMPANY	148274	120-3110-423000	COPIER LEASE	152.1
05/11/2021	3318316	RAY MORGAN COMPANY	148274	622-4152-423000	COPIER LEASE	152.1
05/11/2021	3318316	RAY MORGAN COMPANY	148274	645-4160-423000	COPIER LEASE	152.1
Vendor 1278 - RAY MORGAN COMPANY Total:						1521.04
Vendor: 255 - SAFE-T-LITE OF MODESTO						
05/17/2021	K74909	SAFE-T-LITE OF MODESTO	148275	110-4140-427006	MISC STREET SIGNS	22.11
05/17/2021	K74909	SAFE-T-LITE OF MODESTO	148275	110-4140-427006	MISC STREET SIGNS	125.28
05/20/2021	375004	SAFE-T-LITE OF MODESTO	148275	110-4140-427006	MISC STREET SIGNS	26.01
Vendor 255 - SAFE-T-LITE OF MODESTO Total:						173.4
Vendor: 01336 - SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM						
05/21/2021	137464 INV	SOUTH BAY REGIONAL PUBLIC	148276	110-2110-416003	FTO School	154
05/21/2021	136892 INV	SOUTH BAY REGIONAL PUBLIC	148276	110-2110-416003	Basic Dispatch Academy Regis	450
05/25/2021	138402 INV	SOUTH BAY REGIONAL PUBLIC	148276	110-2110-416003	Supervisory Course - D. Stilwe	425
Vendor 01336 - SOUTH BAY REGIONAL PUBLIC SAFETY TRAINING CONSORTIUM Total:						1029
Vendor: 1182 - SOUTHERN COUNTIES FUELS						
05/31/2021	1864281-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	1606.62
05/31/2021	1864281-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Diesel Fuel	527.26
05/31/2021	1864281-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	36.55
05/31/2021	1864281-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	73.64
05/31/2021	1864281-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-26.16
05/31/2021	1864281-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-24.14
05/31/2021	1867148-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	1676.84
05/31/2021	1867148-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	72.91
05/31/2021	1867148-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-26.3
05/31/2021	1869105-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Diesel Fuel	538.7
05/31/2021	1869105-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	1625.93
05/31/2021	1869105-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	36.52
05/31/2021	1869105-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	73.62
05/31/2021	1869105-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-27.59
05/31/2021	1869105-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-24.68
05/31/2021	1871955-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	1645.44
05/31/2021	1871955-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	72.71
05/31/2021	1871955-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-25.48
05/31/2021	1873326-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	2086.12
05/31/2021	1873326-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	92.49
05/31/2021	1873326-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-32.39
05/31/2021	1876633-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	1688.71
05/31/2021	1876633-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	73.82



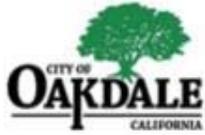
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05/31/2021	1876633-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-26.38
05/31/2021	1879095-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	2228.81
05/31/2021	1879095-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Diesel Fuel	707.61
05/31/2021	1879095-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	48.72
05/31/2021	1879095-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	100.65
05/31/2021	1879095-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-34.15
05/31/2021	1879095-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-35.45
05/31/2021	1881977-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Unleaded Fuel	1676.89
05/31/2021	1881977-IN	SOUTHERN COUNTIES FUELS	148292	110-140-0000	Diesel Fuel	663.01
05/31/2021	1881977-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	44.54
05/31/2021	1881977-IN	SOUTHERN COUNTIES FUELS	148292	110-217-0000	TAXES	73.25
05/31/2021	1881977-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-26.2
05/31/2021	1881977-IN	SOUTHERN COUNTIES FUELS	148292	110-218-0000	TAXES	-34.4
Vendor 1182 - SOUTHERN COUNTIES FUELS Total:						17128.04
Vendor: 270 - STANISLAUS COUNTY CLERK/RECORDER						
06/04/2021	064061002000	STANISLAUS COUNTY CLERK/F	148301	120-3130-425003	LEIN RELEASE	32
Vendor 270 - STANISLAUS COUNTY CLERK/RECORDER Total:						32
Vendor: 1368 - STANISLAUS FOUNDATION						
05/31/2021	48443	STANISLAUS FOUNDATION	148277	510-1910-425003	DENTAL BENEFITS ADMIN	368.9
Vendor 1368 - STANISLAUS FOUNDATION Total:						368.9
Vendor: 1163 - STAPLES BUSINESS ADVANTAGE						
05/06/2021	3476588884	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Desktop Printer/Scanner	357.52
05/06/2021	3476588885	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Desktop Printer/Scanner	17.22
05/25/2021	3476653981	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Office Supplies	129.05
05/25/2021	3476653982	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Office Supplies	3.02
05/25/2021	3477024307	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Office Supplies	27.32
05/13/2021	3477024308	STAPLES BUSINESS ADVANTAGE	148278	622-4153-427001	OFFICE SUPPLIES	61.77
05/13/2021	3477024308	STAPLES BUSINESS ADVANTAGE	148278	645-4161-427001	OFFICE SUPPLIES	61.76
05/25/2021	3477242334	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Office Supplies	92.87
05/25/2021	3477242336	STAPLES BUSINESS ADVANTAGE	148278	110-2110-427001	Office Supplies	208.57
05/22/2021	3477708451	STAPLES BUSINESS ADVANTAGE	148278	622-4153-427001	OFFICE SUPPLIES	23.42
05/22/2021	3477708451	STAPLES BUSINESS ADVANTAGE	148278	645-4161-427001	OFFICE SUPPLIES	23.43
Vendor 1163 - STAPLES BUSINESS ADVANTAGE Total:						1005.95
Vendor: 278 - STEVES CHEVROLET-BUICK						
01/28/2021	RO#6017163/1	STEVES CHEVROLET-BUICK	148279	645-4160-424003	WATER LEAK IN CAB-RIGHT SI	225.06
Vendor 278 - STEVES CHEVROLET-BUICK Total:						225.06
Vendor: 285 - TESCO CONTROLS						
05/17/2021	00732526-IN	TESCO CONTROLS	148280	622-4151-424002	LOW LIFT PUMPS LEVEL TRAN	1479.32
Vendor 285 - TESCO CONTROLS Total:						1479.32
Vendor: 291 - TROMBETTA ELECTRICS DISTRIBUTORS						
05/17/2021	180528	TROMBETTA ELECTRICS DISTR	148281	110-4142-427006	HOLE SAW SET FOR ELECTRIC/	513.51
Vendor 291 - TROMBETTA ELECTRICS DISTRIBUTORS Total:						513.51



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Vendor: 299 - UNITED WAY OF STANISLAUS						
06/11/2021	INV01012	UNITED WAY OF STANISLAUS	148300	110-219-1300	UNITED WAY OF STANISLAUS	2
Vendor 299 - UNITED WAY OF STANISLAUS Total:						2
Vendor: 301 - US BANK						
04/23/2021	6108399	US BANK	148283	363-9091-425003	BOND ADMINISTRATION	3500
Vendor 301 - US BANK Total:						3500
Vendor: 308 - VERIZON WIRELESS						
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	110-7210-420004	CELL PHONE	27.82
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	110-7210-420004	CELL PHONE	38.01
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	110-7210-420004	CELL PHONE	70.2
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	110-7210-427006	CELL PHONE	68.98
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	565-7215-420004	CELL PHONE	38.01
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	565-7215-420004	CELL PHONE	37.24
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	565-7215-420004	CELL PHONE	31.98
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	565-7215-420004	CELL PHONE	30.61
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	565-7215-420004	CELL PHONE	32.79
05/18/2021	270617885-00003 5/18/2021	VERIZON WIRELESS	148284	565-7215-420004	CELL PHONE	20.24
05/19/2021	570628357-00002 5/19/21	VERIZON WIRELESS	148284	110-2110-420004	CELL PHONE APR- 20-MAY 19,	1096.42
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	52.18
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	35.01
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	30.53
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	27.04
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	25.52
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	0.53
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-420004	CELL PHONE	0.53
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	110-7413-427006	CELL PHONE	34.49
05/19/2021	970617907-00002 5/19/2021	VERIZON WIRELESS	148284	118-7320-420004	CELL PHONE	36.36
05/26/2021	372078107-00003 5/26/2021	VERIZON WIRELESS	148284	110-2110-420004	CELL PHONE	608.18
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	110-4120-420004	TELEPHOONE	71.07
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	110-4140-425003	TELEPHOONE	67.65
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	119-4110-420004	TELEPHOONE	80.81
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	120-3130-420004	TELEPHOONE	104.89
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	622-4151-420004	TELEPHOONE	379.02
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	622-4152-420004	TELEPHOONE	779.6
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	645-4160-420004	TELEPHOONE	685.89
05/26/2021	570624185-00002 5/26/21	VERIZON WIRELESS	148284	645-4160-427006	TELEPHOONE	146.05
05/26/2021	870628391-00002 5/26/2021	VERIZON WIRELESS	148284	110-1910-420003	CELL PHONE	266.07
05/26/2021	870628391-00002 5/26/2021	VERIZON WIRELESS	148284	110-2110-420004	CELL PHONE	317.22
Vendor 308 - VERIZON WIRELESS Total:						5240.94
Grand Total:						158700.84

AGENDA ITEM 9.3:

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



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Report Date: June 7, 2021
To: Mayor and City Council
From: Albert Avila, Finance Director
Maria Wilson, City Treasurer
Subject: April 30, 2021 Treasurer's Report

I. BACKGROUND

The Treasurer's Report for the month of April 2021 is attached.

II. DISCUSSION

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

III. RECOMMENDATION

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

IV. ATTACHMENTS

Treasurer's Report dated April 30, 2021

CITY OF OAKDALE
 TREASURER'S REPORT
 SCHEDULE OF CASH AND INVESTMENTS
 4/30/2021

Type of Investment	Interest Rate	Maturity Date	
Cash and Cash Equivalents			
Oak Valley Bank / Checking		Due on Demand	\$ 4,635,959.04
Oak Valley Bank / Payroll Checking		Due on Demand	33,469.25
Oak Valley Bank / FSA Checking		Due on Demand	4,491.52
Oak Valley Bank / Savings		Due on Demand	11,813,162.36
Oak Valley Bank / Savings-Direct Deposits		Due on Demand	111,914.24
Cash on Hand		Due on Demand	<u>2,400.00</u>
Total Checking and Savings Accounts			\$ <u>16,601,396.41</u>
Managed Pool Accounts			
Local Agency Investment Fund	1.9120%	Due on Demand	6,376,977.37
Chandler Asset Management	2.2000%	Due on Demand	<u>33,118,665.90</u>
Total Investments			\$ <u>39,495,643.27</u>
Total Cash & Investments			<u><u>56,097,039.68</u></u>

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

The City currently maintains its investments in the following instruments:

Chandler Asset Management	59.04%
Local Agency Investment Fund (LAIF)	<u>11.37%</u>
Total	<u><u>70.41%</u></u>

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

Report Prepared by Finance Department

Signed:



 Maria Wilson
 Treasurer

**CITY OF OAKDALE
TREASURERS REPORT
4/30/2021**

	CHECKING	PAYROLL	TOTAL
BANK STATEMENT BALANCE	2,811,443.23	40,976.71	2,852,419.94
OUTSTANDING DEPOSITS	2,068,652.10	-	2,068,652.10
OUTSTANDING CHECKS	(244,136.29)	(7,507.46)	(251,643.75)
ADJUSTED TOTAL	<u>4,635,959.04</u>	<u>33,469.25</u>	<u>4,669,428.29</u>

CASH DRAWERS	2,400.00
EMPLOYEE FSA CHECKING	4,491.52
SAVINGS - DIRECT DEPOSIT	111,914.24
SAVINGS	11,813,162.36
INVESTMENTS - CHANDLER ASSET MANAGEMENT	33,118,665.90
INVESTMENTS - LAIF	<u>6,376,977.37</u>
	<u>56,097,039.68</u>

	All Funds	April 2020	April 2021
110	GENERAL FUND	4,458,193.07	6,234,572.43
114	CANNABIS FUND	505,422.67	697,846.51
115	MEASURE Y	156,714.52	1,315.64
117	FACILITIES	72,578.81	10,025.85
118	RECREATION	27,329.54	112,094.55
119	ENGINEER & PW ADMIN	47,801.27	101,650.28
120	DEVELOPMENT SERVICES	181,262.36	624,882.82
201	ALCOHOL BEV CONTROL GRANT	(2,938.01)	0.00
203	SUPPLEMENTAL LAW ENFORCEMENT	223,839.41	304,291.61
205	TRAFFIC SAFETY (OTS)	684.93	0.00
206	OTS-ENFORCEMENT GRANT	323.46	0.00
210	AB109-PUBLIC SAFETY REALING	10,400.44	10,400.44
211	ASSET FORFEITURE	23,829.22	26,675.04
212	SB 2 PLANNING GRANT	-	(1,517.50)
214	SAFETY SALES TAX	135,155.93	34,489.14
215	GAS TAX	430,735.47	568,400.99
216	SB1-ROAD MAINTENANCE	504,592.66	602,747.68
217	TRAFFIC CONGESTION RELIEF FUND	26,764.29	27,001.59
221	LOCAL TRANSPORTATION	45,466.39	29,428.07
222	MEAS L-TRANSPORTATION	508,718.13	1,364,070.07
229	SOLID WASTE	54,821.87	54,540.20
230	GENERAL PLAN UPDATE	(187,671.66)	(48,244.26)
231	SOUTH INDUSTRIAL SPECIFIC PLAN	0.00	(71,000.00)
235	CA FISH WILDLIFE RESTORATION GRANT	(57,415.42)	(1,523.82)
236	HOMELESS EMERGENCY AID PROGRAM (HEAP)	0.00	1,771.35
241	LOW/MODERATE HOUSING	186,757.65	48,037.88
242	HOME - CONSORTIUM	3,897.80	3,715.95
243	HOME LOAN REUSE	23,893.73	72,364.61
244	HOME LOAN CONSORTIUM REUSE	74,655.19	56,583.88
245	ECONOMIC DEVELOPMENT FUND	369,735.30	355,472.17
248	CAL HOME LOAN REUSE	84,577.79	107,575.79
252	BRIDLE RIDGE STREET MAINTENANCE	(98,918.89)	(61,519.37)
265	NEIGHBORHOOD STABILIZATION PROG	44,198.88	0.00
266	CDBG FUND -REUSE	103,583.23	103,948.66

CITY OF OAKDALE
TREASURERS REPORT
4/30/2021

All Funds	April 2020	April 2021	
267	CDBG	12,880.72	11,197.47
268	ABANDONED VEHICLE ABATEMENT	139,764.69	145,990.30
270	EDUCATION / GOVERNMENT CTV	69,502.61	26,040.31
284	BRIDLE RIDGE LLD	(331,009.35)	(84,225.30)
285	BURCHELL HILL LLD	13,743.31	93,763.50
286	VINEYARD LLD	331,335.49	472,200.31
288	LIGHT & LANDSCAPE 2003-1	196,623.87	257,833.05
291	FIRE SERVICES CFD	(6,568.48)	73,982.59
292	PUBLIC SAFETY CFD	54,520.81	23,100.37
293	MAINTENANCE SERVICES CFD 2015-01	227,058.69	345,762.80
316	SURFACE TRANSPORTATION GRANTS	55,182.66	(226,401.82)
317	ENERGY EFFICIENCY & CONSERVATION FUND	-	(1,068,204.78)
360	EAST F PLAN AREA FEE	395,080.31	(7,248.26)
465	2005 LEASE BONDS DEBT SERVICE	62,939.47	64,022.07
467	2015 PENSION DEBT SERVICE	43,859.29	83,987.70
510	DENTAL INSURANCE	71,128.89	87,152.63
512	EMPLOYEE FSA FUND	3,870.91	3,145.18
515	RISK MANAGEMENT	386,705.26	675,311.23
520	EMPLOYEE LIABILITY	801,768.90	981,590.04
525	INFORMATION TECHNOLOGY	94,186.42	46,783.99
530	VEHICLE MAINTENANCE	66,307.54	178,641.60
532	FIRE EQUIPMENT REPLACEMENT	838,903.21	310,864.06
535	PERS LIABILITY FUND	2,517,682.34	2,360,649.20
540	FACILITY MAINTENANCE FUND	1,669,635.38	2,008,222.09
542	EQUIPMENT REPLACEMENT	(5,432.94)	1,534.91
545	POLICE EQUIP REPLACEMENT	126,226.68	49,667.08
547	ANIMAL CONTROL EQUIP FUND-RIVERBANK	53,050.39	34,467.56
549	PARKS REPLACEMENT FUND	495,780.24	571,807.51
565	LLD MAINT SERVICES	1,450.16	43,694.95
620	SRF LOAN RESERVE	825,114.12	952,365.97
621	SEWER CAPITAL IMPROVEMENT	8,138,953.49	10,599,154.21
622	SEWER SANITATION	4,406,762.98	3,973,473.97
631	DOWN TOWN PARKING FUND	55,877.32	44,887.02
644	WATER CAPITAL REPLACEMENT	2,341,248.67	3,739,500.06
645	WATER	3,308,486.80	4,269,155.56
657	AVIATION FUND	(8,469.44)	34,020.89
658	AIRPORT CAPITAL IMPROVEMENT	(70,381.58)	(191,348.95)
659	AIRPORT CAPITAL REPLACEMENT	43,986.13	51,345.66
720	DEVELOPMENT ACTIVITY TRUST	113,307.91	204,273.55
722	SIERRA POINT PLAN	(71,155.26)	(71,155.26)
730	HERITAGE OAKS	36,000.85	17,997.03
740	BRIDLE RIDGE S. TRAIL DEP	1,120,929.56	1,134,860.06
741	CRANE/PATTERSON SIGNAL	205,532.04	207,834.58
742	ANIMAL CONTROL TRUST	45,097.12	49,330.28
743	K-9 UNIT TRUST FUND	1,741.97	1,670.85
744	SENIOR CENTER TRUST	6,129.74	3,588.34
745	POLICE RANGE TRUST	41,224.07	49,939.66
746	SENIOR OUTREACH TRUST	67,035.60	66,357.58

**CITY OF OAKDALE
TREASURERS REPORT
4/30/2021**

All Funds	April 2020	April 2021
747 POLICE EQUESTRIAN UNIT	1,011.78	1,011.78
769 SENIOR HOUSING FUND	20,694.56	20,951.76
790 BRIDLE RIDGE CFD 2003-2	142,557.54	292,120.61
791 BRIDLE RIDGE CFD 2004-1	47,186.05	102,382.62
792 BRIDLERIDGE CFD 2005-1	96,854.66	209,323.53
799 REFUSE COLLECTION	160,590.16	180,357.57
REDEVELOPMENT AGENCY	2,672,596.52	1,904,842.17
DEVELOPER IMPACT FEES	7,832,226.42	9,313,367.99
	47,543,956.42	56,097,039.68

BREAK DOWN OF REDEVELOPMENT AGENCY ***

363 RDA SUCCESSOR AGENCY	215,922.13	(23,975.30)
460 REDEVELOPMENT DEBT SERVICE	2,456,674.39	1,928,817.47
	2,672,596.52	1,904,842.17

BREAKDOWN OF IMPACT FEES ***

343 SYSTEM DEV-PARKS	4,060,034.15	4,701,853.80
344 SYSTEM DEV-STREETS	(472,056.62)	(232,108.91)
349 SYSTEM DEV -STORM DRN	385,733.32	109,379.47
354 SYS DEV - ADMINISTRATION	112,536.06	134,955.62
355 SYSTEM DEV - FIRE	(695,227.31)	(611,158.29)
356 SYSTEM DEV - POLICE	150,727.24	127,662.38
357 SYSTEM DEV - GEN GOVT	749,278.84	798,168.53
623 SYSTEM DEV - SEWER	1,001,674.58	1,139,473.47
646 SYSTEM DEV - WATER	2,539,526.16	3,145,141.92
	7,832,226.42	9,313,367.99

LOANS TO REDEVELOPMENT AGENCY

542 EQUIPMENT REPLACEMENT	69,134.82	56,250.81
343 SYSTEM DEVELOP - PARKS	263,580.50	225,380.09
349 SYSTEM DEV STORM DRN-OLD	262,194.01	223,993.60
646 WATER CAPITAL FACILITIES	527,161.13	450,760.32
	1,122,070.46	956,384.82



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

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

ACCOUNT NUMBER: [REDACTED] 720
 STATEMENT DATE: 4/30/21
 PAGE: 1 OF 2

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

ECONOMY CHECKING-PUBLIC

CITY OF OAKDALE
 FLEXIBLE SPENDING ACCOUNT

Acct [REDACTED] 720

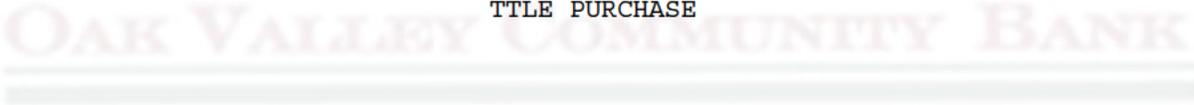
Beginning Balance	4/01/21	3,445.73	
Deposits / Misc Credits	3	1,943.10	
Withdrawals / Misc Debits	4	897.31	
** Ending Balance	4/30/21	4,491.52	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
4/01	647.70		CITY OF OAKDALE/PRS040221
4/16	647.70		CITY OF OAKDALE/PRS041621
4/30	647.70		CITY OF OAKDALE/PRS043021

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
4/06		314.00	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
4/13		60.00	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
4/20		144.31	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
4/27		379.00	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE





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

CITY OF OAKDALE

ACCOUNT NUMBER: [REDACTED] 720
 STATEMENT DATE: 4/30/21
 PAGE: 2 OF 2

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

- - ACCOUNT CONTINUED - -

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
4/01	4,093.43	4/16	4,367.13	4/27	3,843.82
4/06	3,779.43	4/20	4,222.82	4/30	4,491.52
4/13	3,719.43				

EASTERN SIERRA COMMUNITY BANK
 A DIVISION OF OAK VALLEY COMMUNITY BANK



OAK VALLEY COMMUNITY BANK



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

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

ACCOUNT NUMBER: [REDACTED] 689
 STATEMENT DATE: 4/30/21
 PAGE: 1 OF 2

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

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

Beginning Balance	4/01/21	12,015,321.91	
Deposits / Misc Credits	14	1,842,832.95	
Withdrawals / Misc Debits	9	2,044,992.50	
** Ending Balance	4/30/21	11,813,162.36	**
Service Charge		.00	
Interest Paid Thru 4/30/21		2,980.56	
Interest Paid Year To Date		11,787.72	
Minimum Balance		10,799,218	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
4/01	7,623.34		Trnsfr from Checking Acct Ending in 9479
4/05	59,239.66		Trnsfr from Checking Acct Ending in 9479
4/07	97,611.46		Trnsfr from Checking Acct Ending in 9479
4/08	40,356.97		Trnsfr from Checking Acct Ending in 9479
4/12	318,000.23		Trnsfr from Checking Acct Ending in 9479
4/16	292,155.42		Trnsfr from Checking Acct Ending in 9479
4/19	108,986.17		Trnsfr from Checking Acct Ending in 9479
4/20	88,737.28		Trnsfr from Checking Acct Ending in 9479
4/21	89,776.04		Trnsfr from Checking Acct Ending in 9479
4/22	135,794.70		Trnsfr from Checking Acct Ending in 9479
4/23	17,745.22		Trnsfr from Checking Acct Ending in 9479
4/26	558,396.59		Trnsfr from Checking Acct Ending in 9479
4/27	25,429.31		Trnsfr from Checking Acct Ending in 9479
4/30	2,980.56		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
4/02		583,543.45	Trnsfr to Checking Acct Ending in 9479
4/06		13,213.80	Trnsfr to Checking Acct Ending in 9479
4/09		134,002.89	Trnsfr to Checking Acct Ending in 9479
4/13		520,889.12	Trnsfr to Checking Acct Ending in 9479



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

CITY OF OAKDALE

ACCOUNT NUMBER: [REDACTED] 689
 STATEMENT DATE: 4/30/21
 PAGE: 2 OF 2

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

- - ACCOUNT CONTINUED - -

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
4/14		200,596.53	Trnsfr to Checking Acct Ending in 9479
4/15		286,688.95	Trnsfr to Checking Acct Ending in 9479
4/28		45,627.34	Trnsfr to Checking Acct Ending in 9479
4/29		229,868.68	Trnsfr to Checking Acct Ending in 9479
4/30		30,561.74	Trnsfr to Checking Acct Ending in 9479

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
4/01	12,022,945.25	4/13	11,286,504.31	4/22	11,514,668.44
4/02	11,439,401.80	4/14	11,085,907.78	4/23	11,532,413.66
4/05	11,498,641.46	4/15	10,799,218.83	4/26	12,090,810.25
4/06	11,485,427.66	4/16	11,091,374.25	4/27	12,116,239.56
4/07	11,583,039.12	4/19	11,200,360.42	4/28	12,070,612.22
4/08	11,623,396.09	4/20	11,289,097.70	4/29	11,840,743.54
4/09	11,489,393.20	4/21	11,378,873.74	4/30	11,813,162.36
4/12	11,807,393.43				

OAK VALLEY COMMUNITY BANK



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

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

ACCOUNT NUMBER: [REDACTED] 487
 STATEMENT DATE: 4/30/21
 PAGE: 1 OF 1

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

ECONOMY CHECKING-PUBLIC

CITY OF OAKDALE
 UTILITY ACCOUNT

Acct [REDACTED] 487

Beginning Balance	4/01/21	2,096.00	
Deposits / Misc Credits	2	109,932.50	
Withdrawals / Misc Debits	1	114.26	
** Ending Balance	4/30/21	111,914.24	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
4/15	542.67		CITY OF OAKDALE/aprhgr
4/20	109,389.83		CITY OF OAKDALE/aprach

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
4/23		114.26	RTN ACH ORIGINATED ENTRY- D PACE

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
4/15	2,638.67	4/20	112,028.50	4/23	111,914.24



California State Treasurer
Fiona Ma, CPA



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

May 28, 2021

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

CITY OF OAKDALE

DIRECTOR OF FINANCE
280 NORTH THIRD AVENUE
OAKDALE, CA 95361

[Tran Type Definitions](#)

Account Number: ██████████594

April 2021 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
4/15/2021	4/14/2021	QRD	1673095	N/A	SYSTEM	6,959.18

Account Summary

Total Deposit:	6,959.18	Beginning Balance:	6,370,018.19
Total Withdrawal:	0.00	Ending Balance:	6,376,977.37



City of Oakdale - Account # [REDACTED]

MONTHLY ACCOUNT STATEMENT

APRIL 1, 2021 THROUGH APRIL 30, 2021

Chandler Team:

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

Custodian

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



Account # [REDACTED]

As of April 30, 2021

PORTFOLIO CHARACTERISTICS

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

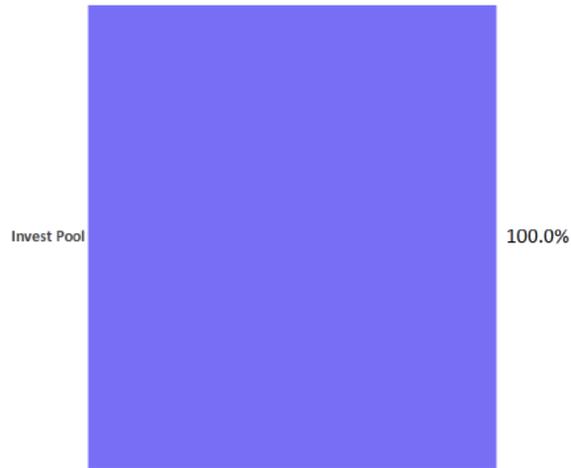
ACCOUNT SUMMARY

	Beg. Values as of 3/31/21	End Values as of 4/30/21
Market Value	33,729,650	33,806,839
Accrued Interest	51,853	43,100
Total Market Value	33,781,503	33,849,938
Income Earned	51,853	43,100
Cont/WD		0
Par	3,082,792	3,087,531
Book Value	33,066,813	33,118,666
Cost Value	33,066,813	33,118,666

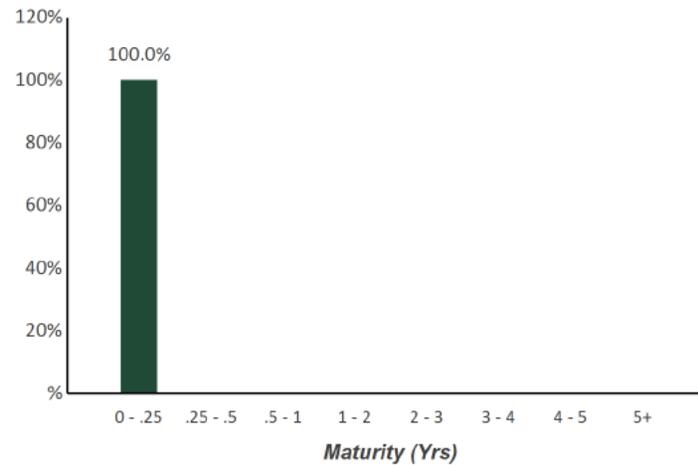
TOP ISSUERS

CSJVRMA Investment Pool	100.0%
Total	100.0%

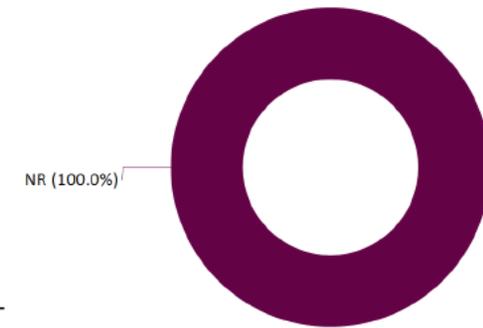
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/2014
City of Oakdale	0.20%	-0.31%	-0.30%	0.98%	3.44%	3.54%	2.14%	N/A	1.98%
ICE BAML 1-5 Year US Treasury/Agency Index	0.16%	-0.31%	-0.36%	0.00%	3.31%	3.43%	1.94%	N/A	1.85%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.19%	-0.30%	-0.35%	0.34%	3.44%	3.55%	2.06%	N/A	1.96%

Holdings Report

As of April 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
INVESTMENT POOL									
99CAMBX\$1	CSJVRMA Inv Pool Investment Pool	3,087,531.16	Various 0.00%	33,118,665.90 33,118,665.90	10.95 0.00%	33,806,838.51 43,099.85	100.00% 688,172.61	NR / NR NR	0.00 0.00
Total Investment Pool		3,087,531.16	0.00%	33,118,665.90 33,118,665.90	0.00%	33,806,838.51 43,099.85	100.00% 688,172.61	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		3,087,531.16	0.00%	33,118,665.90 33,118,665.90	0.00%	33,806,838.51 43,099.85	100.00% 688,172.61	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						33,849,938.36			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	04/01/2021	99CAMBX\$1	4,739.20	CSJVRMA Inv Pool Investment Pool	10.941		51,852.81	0.00	51,852.81	0.00
Subtotal			4,739.20				51,852.81	0.00	51,852.81	0.00
TOTAL ACQUISITIONS			4,739.20				51,852.81	0.00	51,852.81	0.00
OTHER TRANSACTIONS										
Dividend	04/01/2021	99CAMBX\$1	3,082,791.96	CSJVRMA Inv Pool Investment Pool	0.000		51,852.81	0.00	51,852.81	0.00
Subtotal			3,082,791.96				51,852.81	0.00	51,852.81	0.00
TOTAL OTHER TRANSACTIONS			3,082,791.96				51,852.81	0.00	51,852.81	0.00

Income Earned

As of April 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
INVESTMENT POOL						
99CAMBX\$1	CSJVRMA Inv Pool Investment Pool	Various Various 3,087,531.16	33,066,813.09 51,852.81 0.00 33,118,665.90	51,852.81 51,852.81 43,099.85 43,099.85	0.00 0.00 0.00 43,099.85	43,099.85
Total Investment Pool			3,087,531.16	33,118,665.90	43,099.85	43,099.85
TOTAL PORTFOLIO			3,087,531.16	33,118,665.90	43,099.85	43,099.85

Cash Flow Report

As of April 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/03/2021	Dividend	99CAMBX\$1	3,087,531.16	CSJVRMA Inv Pool Investment Pool	0.00	43,099.85	43,099.85
MAY 2021					0.00	43,099.85	43,099.85
TOTAL					0.00	43,099.85	43,099.85



Account # [REDACTED]

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

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

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

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

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

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

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

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



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



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Report Date: June 9, 2021
To: Mayor and City Council
From: Albert Avila, Finance Director
Maria Wilson, City Treasurer
Subject: May 31, 2021 Treasurer's Report

I. BACKGROUND

The Treasurer's Report for the month of May 2021 is attached.

II. DISCUSSION

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

III. RECOMMENDATION

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

IV. ATTACHMENTS

Treasurer's Report dated May 31, 2021

**CITY OF OAKDALE
TREASURER'S REPORT
SCHEDULE OF CASH AND INVESTMENTS
5/31/2021**

Type of Investment	Interest Rate	Maturity Date	
Cash and Cash Equivalents			
Oak Valley Bank / Checking		Due on Demand	\$ 2,075,477.71
Oak Valley Bank / Payroll Checking		Due on Demand	17,361.47
Oak Valley Bank / FSA Checking		Due on Demand	4,350.91
Oak Valley Bank / Savings		Due on Demand	14,620,421.01
Oak Valley Bank / Savings-Direct Deposits		Due on Demand	1,862.61
Cash on Hand		Due on Demand	<u>2,400.00</u>
Total Checking and Savings Accounts			\$ <u>16,721,873.71</u>
Managed Pool Accounts			
Local Agency Investment Fund	0.5890%	Due on Demand	6,376,977.37
Chandler Asset Management	0.6700%	Due on Demand	<u>33,161,765.80</u>
Total Investments			\$ <u>39,538,743.17</u>
Total Cash & Investments			<u><u>56,260,616.88</u></u>

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

The City currently maintains its investments in the following instruments:

Chandler Asset Management	58.94%
Local Agency Investment Fund (LAIF)	<u>11.33%</u>
Total	<u><u>70.28%</u></u>

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

Report Prepared by Finance Department

Signed:



 Maria Wilson
 Treasurer

**CITY OF OAKDALE
TREASURERS REPORT
5/31/2021**

	CHECKING	PAYROLL	TOTAL
BANK STATEMENT BALANCE	2,803,803.10	30,895.67	2,834,698.77
OUTSTANDING DEPOSITS	69,519.96	-	69,519.96
OUTSTANDING CHECKS	(797,845.35)	(13,534.20)	(811,379.55)
ADJUSTED TOTAL	<u>2,075,477.71</u>	<u>17,361.47</u>	2,092,839.18
CASH DRAWERS			2,400.00
EMPLOYEE FSA CHECKING			4,350.91
SAVINGS - DIRECT DEPOSIT			1,862.61
SAVINGS			14,620,421.01
INVESTMENTS - CHANDLER ASSET MANAGEMENT			33,161,765.80
INVESTMENTS - LAIF			6,376,977.37
			<u>56,260,616.88</u>

	All Funds	May 2020	May 2021
110	GENERAL FUND	4,463,746.31	7,105,130.93
114	CANNABIS FUND	535,904.08	712,675.68
115	MEASURE Y	282,156.42	1,317.46
117	FACILITIES	92,296.27	10,658.99
118	RECREATION	5,267.81	125,972.24
119	ENGINEER & PW ADMIN	49,368.71	97,172.77
120	DEVELOPMENT SERVICES	209,399.09	625,822.71
203	SUPPLEMENTAL LAW ENFORCEMENT	236,304.70	276,309.30
210	AB109 PUBLIC SAFETY REALING	10,400.44	10,400.44
211	ASSET FORFEITURE	24,785.01	26,675.04
212	SB 2 PLANNING GRANT	-	(1,592.00)
214	SAFETY SALES TAX	44,644.39	31,818.51
215	GAS TAX	406,164.71	481,231.80
216	SB1-ROAD MAINTENANCE	523,377.10	622,164.10
217	TRAFFIC CONGESTION RELIEF FUND	26,764.29	27,022.50
221	LOCAL TRANSPORTATION	45,517.82	29,450.86
222	MEASURE L	553,785.67	1,351,863.64
229	SOLID WASTE	54,876.35	54,582.44
230	GENERAL PLAN UPDATE	(181,674.46)	(47,531.37)
231	SOUTH INDUSTRIAL SPECIFIC PLAN		(71,000.00)
235	CA FISH WILDLIFE RESTORATION GRANT	(57,415.42)	13,317.55
236	HOMELESS EMERGENCY AID PROGRAM (HEAP)		1,771.35
241	LOW/MODERATE HOUSING	278,140.17	116,104.95
242	HOME - CONSORTIUM	3,897.80	3,715.95
243	HOME LOAN REUSE	23,893.73	72,364.61
244	HOME LOAN CONSORTIUM REUSE	74,655.19	56,583.88
245	ECONOMIC DEVELOPMENT FUND	365,968.02	355,747.50
248	CAL HOME LOAN REUSE	84,577.79	107,575.79
252	BRIDLE RIDGE STREET MAINTENANCE	(98,918.89)	(61,519.37)
265	NEIGHBORHOOD STABILIZATION PROG	44,242.80	-
266	CDBG FUND -REUSE	103,685.85	103,948.66
267	CDBG	12,865.47	3,029.72
268	ABANDONED VEHICLE ABATEMENT	137,933.09	146,103.38
270	EDUCATION / GOVERNMENT CTV	76,893.30	31,113.73
284	BRIDLE RIDGE LLD	(145,946.07)	(194,861.37)
285	BURCHELL HILL LLD	88,053.35	84,410.14

CITY OF OAKDALE
TREASURERS REPORT
5/31/2021

All Funds	May 2021	May 2021
286 VINEYARD LLD	414,514.67	452,489.05
288 LIGHT & LANDSCAPE 2003-1	227,649.72	256,233.01
291 FIRE SERVICES CFD	155,941.12	35,649.26
292 PUBLIC SAFETY CFD	151,524.64	19,828.28
293 MAINTENANCE SERVICES CFD 2015-01	259,154.94	345,910.13
316 SURFACE TRANSPORTATION GRANTS	55,182.66	(317,308.02)
317 ENERGY EFFICIENCY & CONSERVATION FUND	-	(1,068,204.78)
360 EAST F PLAN AREA FEE	395,472.92	(7,248.26)
462 ENERGY EFFICIENCY & CONSERVATION DEBT FUND	-	(12.30)
465 2005 LEASE BONDS DEBT SERVICE	76,323.22	77,398.10
467 2015 PENSION DEBT SERVICE	76,691.86	122,159.81
510 DENTAL INSURANCE	76,974.48	85,952.33
512 EMPLOYEE FSA FUND	2,510.20	3,004.57
515 RISK MANAGEMENT	396,173.01	682,557.80
520 EMPLOYEE LIABILITY	774,173.10	988,902.19
525 INFORMATION TECHNOLOGY	110,071.98	37,346.63
530 VEHICLE MAINTENANCE	70,590.80	182,995.20
532 FIRE EQUIPMENT REPLACEMENT	839,760.86	336,091.93
535 PERS LIABILITY FUND	2,555,938.48	2,188,005.47
540 FACILITY MAINTENANCE FUND	1,739,283.05	1,996,726.36
542 EQUIPMENT REPLACEMENT	(6,516.27)	1,036.36
545 POLICE EQUIP REPLACEMENT	119,088.07	13,866.17
547 ANIMAL CONTROL EQUIP FUND-RIVERBANK	56,436.45	35,494.26
549 PARKS REPLACEMENT FUND	495,831.74	572,250.40
565 LLD MAINT SERVICES	26,007.05	45,794.78
620 SRF LOAN RESERVE	835,633.75	962,807.61
621 SEWER CAPITAL IMPROVEMENT	8,345,394.72	10,565,651.51
622 SEWER SANITATION	4,439,332.82	4,008,417.97
631 DOWN TOWN PARKING FUND	56,288.46	45,169.08
644 WATER CAPITAL REPLACEMENT	2,428,347.36	3,761,810.22
645 WATER	3,264,464.76	4,330,846.69
657 AVIATION FUND	75,439.02	28,218.37
658 AIRPORT CAPITAL IMPROVEMENT	(107,881.58)	(232,534.01)
659 AIRPORT CAPITAL REPLACEMENT	33,892.85	49,196.72
720 DEVELOPMENT ACTIVITY TRUST	94,727.11	166,726.15
722 SIERRA POINT PLAN	(71,155.26)	(71,155.26)
730 HERITAGE OAKS	17,778.63	33.06
740 BRIDLE RIDGE S. TRAIL DEP	1,122,043.48	1,135,739.06
741 CRANE/PATTERSON SIGNAL	205,736.30	207,995.56
742 ANIMAL CONTROL TRUST	45,281.53	49,488.51
743 K-9 UNIT TRUST FUND	1,896.77	1,614.44
744 SENIOR CENTER TRUST	6,195.05	3,765.26
745 POLICE RANGE TRUST	41,545.04	49,978.26
746 SENIOR OUTREACH TRUST	67,102.22	66,409.01
747 POLICE EQUESTRIAN UNIT	1,011.78	1,011.78
769 SENIOR HOUSING FUND	20,715.13	20,967.99
790 BRIDLE RIDGE CFD 2003-2	280,810.82	291,619.57
791 BRIDLE RIDGE CFD 2004-1	102,521.49	101,794.85
792 BRIDLERIDGE CFD 2005-1	205,848.60	208,781.36

**CITY OF OAKDALE
TREASURERS REPORT
5/31/2021**

All Funds	May 2021	May 2021
799 REFUSE COLLECTION	157,358.88	178,868.26
REDEVELOPMENT AGENCY	2,395,370.79	1,618,372.57
DEVELOPER IMPACT FEES	7,970,314.50	9,312,551.05
	49,569,038.66	56,260,616.88

BREAK DOWN OF REDEVELOPMENT AGENCY ***

363 RDA SUCCESSOR AGENCY	213,417.84	(34,683.88)
460 REDEVELOPMENT DEBT SERVICE	2,181,952.95	1,653,056.45
	2,395,370.79	1,618,372.57

BREAKDOWN OF IMPACT FEES ***

343 SYSTEM DEV-PARKS	4,064,056.82	4,701,372.33
344 SYSTEM DEV-STREETS	(392,696.98)	(232,108.91)
349 SYSTEM DEV -STORM DRN	398,268.07	104,978.55
354 SYS DEV - ADMINISTRATION	115,429.11	135,058.63
355 SYSTEM DEV - FIRE	(690,688.29)	(611,158.29)
356 SYSTEM DEV - POLICE	154,536.16	127,754.57
357 SYSTEM DEV - GEN GOVT	753,975.29	798,783.47
623 SYSTEM DEV - SEWER	1,001,674.58	1,140,342.35
646 SYSTEM DEV - WATER	2,565,759.74	3,147,528.35
	7,970,314.50	9,312,551.05

LOANS TO REDEVELOPMENT AGENCY

542 EQUIPMENT REPLACEMENT	69,134.82	56,250.81
343 SYSTEM DEVELOP - PARKS	263,580.50	225,380.09
349 SYSTEM DEV STORM DRN-OLD	262,194.01	223,993.60
646 WATER CAPITAL FACILITIES	527,161.13	450,760.32
	1,122,070.46	956,384.82



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

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

ACCOUNT NUMBER: [REDACTED] 720
 STATEMENT DATE: 5/28/21
 PAGE: 1 OF 2

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

ECONOMY CHECKING-PUBLIC

CITY OF OAKDALE
 FLEXIBLE SPENDING ACCOUNT

Acct [REDACTED] 720

Beginning Balance	5/01/21	4,491.52	
Deposits / Misc Credits	2	1,295.40	
Withdrawals / Misc Debits	4	1,436.01	
** Ending Balance	5/31/21	4,350.91	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
5/14	647.70		CITY OF OAKDALE/PRS051421
5/28	647.70		CITY OF OAKDALE/PRS052821

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
5/04		256.60	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
5/11		615.78	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
5/18		4.63	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE
5/25		559.00	BANCORPSV/BANCORPSV WH-ADMINISTRATIVE SOLUTIONS INC-99994-SE TTLE PURCHASE

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
5/04	4,234.92	5/11	3,619.14	5/14	4,266.84



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

CITY OF OAKDALE

ACCOUNT NUMBER: [REDACTED] 720
 STATEMENT DATE: 5/28/21
 PAGE: 2 OF 2

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

- - ACCOUNT CONTINUED - -

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
5/18	4,262.21	5/25	3,703.21	5/28	4,350.91

EASTERN SIERRA COMMUNITY BANK
 A DIVISION OF OAK VALLEY COMMUNITY BANK



OAK VALLEY COMMUNITY BANK



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

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

ACCOUNT NUMBER: [REDACTED] 689
 STATEMENT DATE: 5/28/21
 PAGE: 1 OF 2

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

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

Beginning Balance	5/01/21	11,813,162.36	
Deposits / Misc Credits	15	3,557,999.57	
Withdrawals / Misc Debits	6	750,740.92	
** Ending Balance	5/31/21	14,620,421.01	**
Service Charge		.00	
Interest Paid Thru 5/31/21		3,593.67	
Interest Paid Year To Date		15,381.39	
Minimum Balance		13,587,266	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
5/03	1,774,104.19		Trnsfr from Checking Acct Ending in 9479
5/04	193,483.87		Trnsfr from Checking Acct Ending in 9479
5/05	43,533.76		Trnsfr from Checking Acct Ending in 9479
5/07	43,810.45		Trnsfr from Checking Acct Ending in 9479
5/11	33,368.06		Trnsfr from Checking Acct Ending in 9479
5/12	92,002.74		Trnsfr from Checking Acct Ending in 9479
5/13	32,394.22		Trnsfr from Checking Acct Ending in 9479
5/17	4,990.41		Trnsfr from Checking Acct Ending in 9479
5/18	41,714.98		Trnsfr from Checking Acct Ending in 9479
5/19	1,195.44		Trnsfr from Checking Acct Ending in 9479
5/20	89,531.30		Trnsfr from Checking Acct Ending in 9479
5/21	38,537.50		Trnsfr from Checking Acct Ending in 9479
5/24	980,737.83		Trnsfr from Checking Acct Ending in 9479
5/25	185,001.15		Trnsfr from Checking Acct Ending in 9479
5/28	3,593.67		INTEREST EARNED

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
5/06		25,743.02	Trnsfr to Checking Acct Ending in 9479
5/10		226,730.54	Trnsfr to Checking Acct Ending in 9479
5/14		2,822.27	Trnsfr to Checking Acct Ending in 9479



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

CITY OF OAKDALE

ACCOUNT NUMBER: [REDACTED] 689
 STATEMENT DATE: 5/28/21
 PAGE: 2 OF 2

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

-- ACCOUNT CONTINUED --

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
5/26		143,311.77	Trnsfr to Checking Acct Ending in 9479
5/27		140,291.86	Trnsfr to Checking Acct Ending in 9479
5/28		211,841.46	Trnsfr to Checking Acct Ending in 9479

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
5/03	13,587,266.55	5/12	13,740,991.87	5/21	13,946,533.45
5/04	13,780,750.42	5/13	13,773,386.09	5/24	14,927,271.28
5/05	13,824,284.18	5/14	13,770,563.82	5/25	15,112,272.43
5/06	13,798,541.16	5/17	13,775,554.23	5/26	14,968,960.66
5/07	13,842,351.61	5/18	13,817,269.21	5/27	14,828,668.80
5/10	13,615,621.07	5/19	13,818,464.65	5/28	14,620,421.01
5/11	13,648,989.13	5/20	13,907,995.95		





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

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

ACCOUNT NUMBER: [REDACTED] 487
 STATEMENT DATE: 5/28/21
 PAGE: 1 OF 1

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

ECONOMY CHECKING-PUBLIC

CITY OF OAKDALE
 UTILITY ACCOUNT

Acct [REDACTED] 487

Beginning Balance	5/01/21	111,914.24	
Deposits / Misc Credits	2	121,101.33	
Withdrawals / Misc Debits	3	231,152.96	
** Ending Balance	5/31/21	1,862.61	**
Service Charge		.00	

DEPOSITS/CREDITS

Date	Deposits	Withdrawals	Activity Description
5/11	542.67		CITY OF OAKDALE/hangmay21
5/19	120,558.66		CITY OF OAKDALE/mayach

OTHER WITHDRAWALS/DEBITS

Date	Deposits	Withdrawals	Activity Description
5/14		111,000.00	Internet Transfer To 9479
5/24		152.96	ACH RETURN ENTRY - PAPAC
5/26		120,000.00	Internet Transfer To 9479

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
5/11	112,456.91	5/19	122,015.57	5/26	1,862.61
5/14	1,456.91	5/24	121,862.61		



California State Treasurer
Fiona Ma, CPA



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

June 08, 2021

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

CITY OF OAKDALE

DIRECTOR OF FINANCE
280 NORTH THIRD AVENUE
OAKDALE, CA 95361

[Tran Type Definitions](#)

Account Number: [REDACTED] 594

May 2021 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	6,376,977.37
Total Withdrawal:	0.00	Ending Balance:	6,376,977.37



City of Oakdale - Account # [REDACTED]

MONTHLY ACCOUNT STATEMENT

MAY 1, 2021 THROUGH MAY 31, 2021

Chandler Team:

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

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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



Account # [REDACTED]

As of May 31, 2021

PORTFOLIO CHARACTERISTICS

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

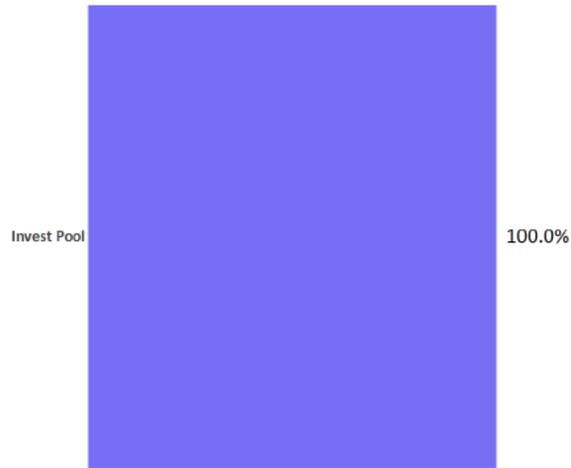
ACCOUNT SUMMARY

	Beg. Values as of 4/30/21	End Values as of 5/31/21
Market Value	33,806,839	33,873,384
Accrued Interest	43,100	37,114
Total Market Value	33,849,938	33,910,498
Income Earned	43,100	37,114
Cont/WD		0
Par	3,087,531	3,091,467
Book Value	33,118,666	33,161,766
Cost Value	33,118,666	33,161,766

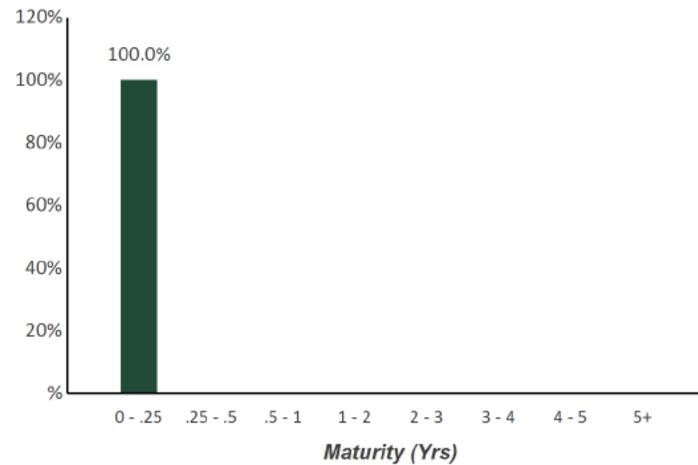
TOP ISSUERS

CSJVRMA Investment Pool	100.0%
Total	100.0%

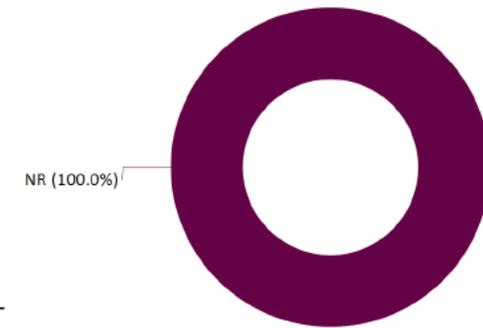
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

TOTAL RATE OF RETURN	1M	3M	YTD	1YR	Annualized				
					2YRS	3YRS	5YRS	10YRS	4/30/2014
City of Oakdale	0.18%	0.24%	-0.12%	0.67%	3.10%	3.45%	2.22%	N/A	1.98%
ICE BAML 1-5 Year US Treasury/Agency Index	0.17%	0.23%	-0.19%	0.03%	2.89%	3.32%	2.00%	N/A	1.85%
ICE BAML 1-5 Yr US Issuers Corp/Govt Rtd AAA-A Idx	0.18%	0.26%	-0.16%	0.25%	3.04%	3.44%	2.13%	N/A	1.97%

Holdings Report

As of May 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
INVESTMENT POOL									
99CAMBX\$1	CSJVRMA Inv Pool Investment Pool	3,091,467.41	Various 0.00%	33,161,765.80 33,161,765.80	10.96 0.00%	33,873,383.71 37,114.22	100.00% 711,617.91	NR / NR NR	0.00 0.00
Total Investment Pool		3,091,467.41	0.00%	33,161,765.80 33,161,765.80	0.00%	33,873,383.71 37,114.22	100.00% 711,617.91	NR / NR NR	0.00 0.00
TOTAL PORTFOLIO		3,091,467.41	0.00%	33,161,765.80 33,161,765.80	0.00%	33,873,383.71 37,114.22	100.00% 711,617.91	NR / NR NR	0.00 0.00
TOTAL MARKET VALUE PLUS ACCRUED						33,910,497.93			



Account # [REDACTED]

As of May 31, 2021

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	05/03/2021	99CAMBX\$1	3,936.25	CSJVRMA Inv Pool Investment Pool	10.949		43,099.90	0.00	43,099.90	0.00
Subtotal			3,936.25				43,099.90	0.00	43,099.90	0.00
TOTAL ACQUISITIONS			3,936.25				43,099.90	0.00	43,099.90	0.00
OTHER TRANSACTIONS										
Dividend	05/01/2021	99CAMBX\$1	3,087,531.16	CSJVRMA Inv Pool Investment Pool	0.000		43,099.90	0.00	43,099.90	0.00
Subtotal			3,087,531.16				43,099.90	0.00	43,099.90	0.00
TOTAL OTHER TRANSACTIONS			3,087,531.16				43,099.90	0.00	43,099.90	0.00

Income Earned

As of May 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
INVESTMENT POOL						
99CAMBX\$1	CSJVRMA Inv Pool	Various	33,118,665.90	43,099.85	0.00	37,114.27
	Investment Pool	Various	43,099.90	43,099.90	0.00	
		3,091,467.41	0.00	37,114.22	0.00	
			33,161,765.80	37,114.27	37,114.27	
			33,118,665.90	43,099.85	0.00	
			43,099.90	43,099.90	0.00	
			0.00	37,114.22	0.00	
Total Investment Pool		3,091,467.41	33,161,765.80	37,114.27	37,114.27	37,114.27
			33,118,665.90	43,099.85	0.00	
			43,099.90	43,099.90	0.00	
			0.00	37,114.22	0.00	
TOTAL PORTFOLIO		3,091,467.41	33,161,765.80	37,114.27	37,114.27	37,114.27

Cash Flow Report

As of May 31, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/01/2021	Dividend	99CAMBX\$1	3,091,467.41	CSJVRMA Inv Pool Investment Pool	0.00	37,114.22	37,114.22
JUN 2021					0.00	37,114.22	37,114.22
TOTAL					0.00	37,114.22	37,114.22



Account # [REDACTED]

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

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

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

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

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

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

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



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



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Date: June 21, 2021

To: Mayor and Members of the City Council

From: Patrick Mondragon, Assistant to the City Manager

Reviewed by: Bryan Whitemyer, City Manager;
Jeff Gravel, Public Services Director;
Tom Hallinan, City Attorney;
Rolando Avila, Maintenance Worker Supervisor (Parks Division)

Subject: Approve by Minute Order, a Tree Removal Request for the Removal of One (1) Live Oak, One (1) Cork Oak, and Four (4) Chinese Pistache Trees located at 245 North Second Avenue as Part of the Oakdale Police Department/City Hall Facility Improvement Project

I. Background / Discussion

On June 7, 2021, the City Council approved a resolution authorizing execution of the City of Oakdale Police Department and City Hall Facility improvement project. This project encompasses both the building interior as well as exterior improvements, such as the parking lot located along North Second Avenue.

Part of this project includes demolition of the existing parking lot and installment of new asphalt. Additionally, solar panels are going to be placed in several locations inside the parking lot. Lastly, a new security fence will be installed along north second avenue. This will require the removal of five trees that are considered significant trees, due to the criteria as set forth in our municipal code.

Removal of these trees are necessary for the parking lot rehabilitation project. Upon completion of this project, City staff plans to install decorative flower beds along the entrance of 245 North Second Avenue. A landscape plan has yet to be finalized but tree replacements will be considered at that time.

Location Map





CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

As noted above, the Subject Trees are located in the police department parking lot where facility improvement projects (including parking lot improvements) will be happening. Attachment A – Tree Photographs, provide a depiction of the current position of the trees.

The trees currently have roots very close to the sewer line. Additionally, the subject trees drop an extensive amount of debris into the parking lot, causing wear and tear and police vehicles and equipment.

Per the Tree Preservation Ordinance, significant trees (any tree with a diameter of 24 inches or greater at a height of 3 feet) must receive City Council approval in order to be removed. Section 36-28(4)(D) of the City's Tree Ordinance provides the criteria used to evaluate requests for tree removal. The removal of Significant Trees requires City Council approval prior to being removed.

The criteria in the Ordinance applicable to this request include:

(1) "The number, species, size and location of existing trees in the area and the effect of the requested action on shade areas, air pollution, historic values, scenic beauty and the general welfare of the City as a whole."

The Subject Trees are located in the parking of 245 North Second Avenue. The Subject Trees do provide shade, but do not significantly affect the City's historical values, scenic beauty, or general welfare due to its location. The City has elected to install decorative

II. Fiscal Impacts

There are no fiscal impacts for the removal of these trees. They are already included in the scope of work that the contractors will perform as part of their contract.

III. Recommendation

Staff recommends that the City Council approve by minute order the request to remove One (1) Live Oak, One (1) Cork Oak, and Four (4) Chinese Pistache Trees at 245 North Second Avenue, in order to proceed with the facility improvement project, which will include the parking lot at 245 North Second Avenue.

IV. Attachments

Attachment A: Tree Photographs



CITY OF OAKDALE

CITY COUNCIL STAFF REPORT (CONTINUED)

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City of Oakdale
City Council Staff Report

Meeting Date: June 16, 2021
To: Mayor Cherilyn Bairos and Members of the Oakdale City Council
From: Bryan Whitemyer, City Manager
Subject: By Motion, Authorize the Cancellation of the City Council Meeting scheduled for July 6, 2021.

I. DISCUSSION

This year, the 4th of July holiday falls on a Sunday and in observance of the holiday, City Hall is scheduled to be closed on Monday, July 5, 2021 and the regularly scheduled Monday City Council meeting, rescheduled to the following day, Tuesday, July 6, 2021.

With no pressing or time-sensitive items to present for City Council consideration, staff is requesting authorization from the City Council to cancel this meeting.

II. FISCAL IMPACTS

There is no fiscal impact.

III. RECOMMENDATION

By motion authorize the cancellation of the Tuesday, July 6, 2021 City Council meeting and instruct staff to take steps to inform the community of this closure.



City of Oakdale
City Council Staff Report

Date: June 21, 2021
To: Mayor and City Council
From: Tom Hallinan, City Attorney
Subject: Consider Approving a Resolution Authorizing the Mayor to Execute an Amended Employment Contract with the City Manager

I. BACKGROUND

In December 2012, the City Council approved an employment contract with Bryan Whitemyer to serve as the City Manager for the City of Oakdale. Mr. Whitemyer began his employment with the City on February 4, 2013.

In April 2016, the City Council approved an amended employment contract after reviewing the City Manager's performance through an annual review process and determined that the City Manager had performed well in his management of the operations of the City. The City Council recently reviewed the City Manager's performance through an annual review process and determined that the City Manager has performed well in his management of the operations of the City.

Due to the positive evaluation that the City Manager received the City Council desires to enter into an amended employment contract with the City Manager. Full-time positions in the City are assigned to salary ranges that are divided into five steps (Step A through Step E). The City Manager is currently assigned to Step D in this salary range. Upon a successful performance evaluation at their anniversary date employees are eligible to move up a step in the salary range. Following this pattern, the new agreement moves the City Manager salary from Step D to Step E.

Attached to this staff report is an amended employment contract that memorializes this salary change as well as an extension in the term of the agreement. The new contract establishes a base monthly salary of the City Manager at Step E \$18,135.81 and extends the term of the contract for an additional 4-year period with an extension provision.

II. ACTION FOR CONSIDERATION

Approve resolution 2021-XX authorizing the Mayor to execute an amended employment agreement with the City Manager.

Attachments:

Attachment 1: Resolution

Exhibit A: Employment Agreement



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE,
CALIFORNIA, APPROVING AN AMENDED EMPLOYMENT CONTRACT WITH
THE CITY MANAGER**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, in December 2012, the City Council approved an employment contract with Bryan Whitemyer to serve as the City Manager for the City of Oakdale and Mr. Whitemyer began his employment with the City on February 4, 2013, and

WHEREAS, in April 2016, the City Council approved an amended employment contract after reviewing the City Manager’s performance through an annual review process and determined that the City Manager had performed well in his management of the operations of the City, and

WHEREAS, the City Council recently reviewed the City Manager’s performance through an annual review process and determined that the City Manager has performed well in his management of the operations of the City, and

WHEREAS, due to the positive evaluation that the City Manager received the City Council desires to enter into an amended employment contract with the City Manager.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Oakdale that it hereby approves the amended employment contract with the City Manager as described in Exhibit A.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st 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

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into this 21st day of June 2021, by and between the City Council of the City of Oakdale, State of California, a municipal corporation, hereinafter called “EMPLOYER,” and, BRYAN WHITEMYER hereinafter called “EMPLOYEE,” both of whom understand as follows:

It is the desire of the EMPLOYER to provide certain benefits, establish certain conditions of employment and to set working conditions of said EMPLOYEE; and, it is the further desire of the EMPLOYER to:

1. Secure and retain the services of EMPLOYEE and to provide inducement for EMPLOYEE to remain in employment.
2. Make possible full productivity by assuring EMPLOYEE’S morale and peace of mind with respect to future security.
3. Act as a deterrent against malfeasance or dishonesty for personal gain on the part of the EMPLOYEE.
4. Provide a just means for terminating EMPLOYEE’S services at such time as EMPLOYEE may be unable to fully discharge his duties or when EMPLOYER may otherwise desire to terminate the EMPLOYEE.

EMPLOYEE desires employment as City Manager of the City of Oakdale.

In consideration of the mutual covenants contained herein, the EMPLOYER and EMPLOYEE agree as follows:

SECTION 1 – DUTIES

Section 1.1. EMPLOYER hereby agrees to employ EMPLOYEE as City Manager of said EMPLOYER to perform the functions and duties of the City Manager as required for a general law city of the State of California, the Municipal Code of the City of Oakdale, and to perform other legally permissible and proper duties and functions as the EMPLOYER shall, from time to time, assign.

SECTION 2 – TERM

Section 2.1. This agreement shall be for a 4 (four) year term and shall be extended for an additional 4 (four) year term on July 1, 2025, unless one of the parties notifies the other by July 1, 2024 of its intention to not extend the agreement. However, nothing in his agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYER to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in Section 3, Paragraphs 3.1. and 3.2. of this agreement.

Section 2.2 Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the EMPLOYEE to resign at any time from his position with EMPLOYER subject only to the provisions set forth in Section 3, Paragraph 3.3. of this agreement.

SECTION 3 – TERMINATION AND SEVERANCE PAY

Section 3.1. This contract shall terminate upon the occurrence of any of the following events:

- 3.1.1 The death of EMPLOYEE.
- 3.1.2 The dissolution or bankruptcy of EMPLOYER.
- 3.1.3 The disability of EMPLOYEE as defined herein.
- 3.1.4 The majority of the City Council votes to terminate the EMPLOYEE at a duly authorized meeting without cause.
- 3.1.5 If the EMPLOYER, citizens or legislature act or acts to amend any provision of applicable law which substantially changes the role, powers, duties, authority or responsibilities of the EMPLOYEE, the EMPLOYEE shall have the right to declare that such amendments constitute termination.
- 3.1.6 If the EMPLOYER reduces the base salary, compensation or any other financial benefit of the EMPLOYEE, unless it applies in no greater percentage than the average reduction of all employees, such action shall constitute a breach of this agreement and will be regarded as termination.
- 3.1.7 If EMPLOYEE resigns following an offer of resignation by any member of the City Council of EMPLOYER acting as representative of the majority of the City Council, then the EMPLOYEE may declare a termination as of the date of the suggestion.
- 3.1.8 Breach of contract declared by either party with a thirty (30) day cure period for either EMPLOYEE or EMPLOYER. Written notice of a breach of contract shall be provided.
- 3.1.9 Conviction of EMPLOYEE of any public offense which is a felony, and/or involves moral turpitude, and or the punishment for which includes a prohibition from holding public employment.

Section 3.2. In the event EMPLOYEE is terminated by the EMPLOYER during such time that EMPLOYEE is willing and able to perform his duties under this agreement, then in that event, EMPLOYER agrees to pay EMPLOYEE a lump sum cash payment equal to six (6) months aggregate salary, and will provide health care benefits for one (1) year. However, in the event EMPLOYEE is terminated for the reasons set forth immediately above in Section 3 subsection 3.1.1., subsection 3.1.2., subsection 3.1.3., or subsection 3.1.9., EMPLOYER shall have no obligation to pay the amount designated in this paragraph.

- 3.2.1 The EMPLOYEE shall also be compensated for all accrued vacation time, all paid holidays, and executive leave.

Section 3.3. In the event EMPLOYEE voluntarily resigns his position with EMPLOYER, then EMPLOYEE shall give EMPLOYER 30 days notice, in advance, unless the parties otherwise agree.

Section 3.4. In the event EMPLOYER elects to not extend the agreement with EMPLOYEE, then EMPLOYEE shall be eligible for severance pay as described in Section 3, subsection 3.2.

SECTION 4 – DISABILITY

Section 4.1. If EMPLOYEE shall, for whatever reason, become incapable of performing any of the essential functions of EMPLOYEE’s position, even with reasonable accommodation by EMPLOYER, either

4.1.1 Permanently, or

4.1.2 For a period exceeding the period of leave available to the EMPLOYEE under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then EMPLOYEE shall be deemed to have suffered a disability. EMPLOYER and EMPLOYEE agree that the time period specified in 4.1.2. above is a reasonable accommodation by EMPLOYER, and that granting longer time would be an undue hardship on EMPLOYER.

SECTION 5 – SALARY

Section 5.1. Effective February 3, 2021 EMPLOYER shall pay a monthly base salary of \$18,135.81 (Step E of City Manager Salary Range), to EMPLOYEE. EMPLOYER agrees to increase the compensation each year by the minimum of the average across the board increase granted to other employees of EMPLOYER, including cost of living adjustments. For purposes of calculating future increases, the base compensation will include the total of EMPLOYEE’S base salary increase based on the base salary compensation. EMPLOYER, in its sole discretion, may also provide an increase in compensation based on merit.

SECTION 6 – HOURS OF WORK

Section 6.1. It is recognized that EMPLOYEE must devote a great deal of time outside the normal office hours to business of the EMPLOYER, and to that end, EMPLOYEE will be allowed 10 Executive Leave days per year, only 5 of which may be carried over each year, i.e., “use it or lose it” for a maximum of 15 days total. EMPLOYEE shall have the same standard holidays from work received by all other employees in the organization.

SECTION 7 – FRINGE BENEFITS

Section 7.1. EMPLOYEE shall be provided the same disability, health, dental, and vision benefits that are presently provided other city employees.

Section 7.2. EMPLOYER agrees to enroll EMPLOYEE into the State of California Public Retirement System (PERS) and to pay the EMPLOYER’S share as required on the EMPLOYEE’S behalf.

Section 7.3. EMPLOYEE shall begin employment with a bank of 15 days of each vacation and sick leave. Thereafter, EMPLOYEE shall accrue sick leave in the same manner as other Employees of the City, and may elect to receive a cash payment for up to a maximum of 90 days upon termination of employment.

Section 7.4. EMPLOYEE shall accrue vacation leave at the rate of 15 days per year credited on a monthly basis with total accrual limited to 640 hours. EMPLOYEE may elect to receive a cash payment for up to a maximum of 80 hours of his accumulated vacation leave annually.

Section 7.5. EMPLOYEE shall receive an automobile allowance of \$400.00 per month to defray the costs of using his private vehicle for city business.

Section 7.6. EMPLOYEE shall receive a technology allowance of \$85.00 per month for the business use of the EMPLOYEE's smart phone.

Section 7.7. EMPLOYEE shall have an annual physical exam provided by EMPLOYER who shall purchase a life insurance policy in the amount of one year of EMPLOYEE'S salary.

Section 7.8. EMPLOYER shall also contribute 10% of the EMPLOYEE'S base salary into a deferred compensation program.

SECTION 8 – DUES AND PROFESSIONAL DEVELOPMENT

Section 8.1. EMPLOYER shall pay the City Manager's annual dues for ICMA and League of California Cities.

Section 8.2. EMPLOYER shall budget for and pay the travel and subsistence expenses of EMPLOYEE for professional official travel, meetings and occasions adequate to continue the professional development of EMPLOYEE and to adequately pursue necessary official and other functions for EMPLOYER, including but not limited to the League of California Cities, and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE may serve as a member.

Section 8.3. EMPLOYER shall budget and pay for the travel and subsistence expense of EMPLOYEE for short courses, institutes and seminars necessary for his professional development and for the good of the EMPLOYER.

SECTION 9 – INDEMNIFICATION

Section 9.1. Beyond that required under federal, State or Local Law, EMPLOYER shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager, or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the EMPLOYER shall not unreasonably refuse to provide independent legal representation, provided by EMPLOYER to Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The EMPLOYER shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and any other liabilities

incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceedings, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the EMPLOYER in order for indemnification, as provided in this Section, to be available. Employee recognizes that EMPLOYER shall have the right to compromise or settle a claim or suite and agrees that he will sign any settlement agreement involving only the payment of money by the EMPLOYER or a third party. However, if the Employee is a named party to the suit and settlement agreement requires that the employee perform or refrain from performing any conduct, Employee's written consent must be given for the compromise or settlement, which consent shall not be unreasonably withheld. Further, EMPLOYER agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor of the EMPLOYER. Such expense payments shall continue beyond Employee service to the EMPLOYER as long as litigation is pending. Further, EMPLOYER agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to EMPLOYER regarding pending litigation if those services occur after Employee is no longer an Employee of the EMPLOYER.

SECTION 10 – BONDING

Section 10.1. EMPLOYER shall bear the full cost of any fidelity or other bonds required of the EMPLOYEE under the Oakdale Municipal Code.

SECTION 11– NOTICES

Section 11.1. Notice pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: City of Oakdale	EMPLOYEE: Bryan Whitemyer
280 North Third Ave.	
Oakdale, California 95361	

Section 11.2. Alternatively, notices required pursuant to this agreement, may be personally served in the same manner as is applicable to civil judicial practice.

SECTION 12 – GENERAL PROVISIONS

Section 12.1. The text herein shall constitute the entire agreement between the parties.

Section 12.2. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

Section 12.3. This agreement shall become effective immediately upon the adoption of a resolution authorizing the Mayor to execute this agreement.

Section 12.4. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable and shall not be affected, but shall remain in full force and effect.

Cherilyn Bairos, Mayor

Bryan Whitemyer, Employee

APPROVED AS TO FORM:

Tom P. Hallinan, City Attorney

EXHIBIT A – City Manager Salary Range

Classification	Range	Step						Step				
		A	B	C	D	E		A	B	C	D	E
		Monthly						Hourly				
City Manager	500	14,920.38	15,666.40	16,449.72	17,272.20	18,135.81		86.08	90.38	94.90	99.65	104.63



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: June 21st, 2021

To: City Council

From: Scott Heller, Chief of Police

Subject: Consideration of a Resolution authorizing the City of Oakdale to enter into an updated Stanislaus Special Investigations Unit (formerly Stanislaus Drug Enforcement Agency) Joint Powers Agreement.

I. BACKGROUND

In 1999, the County of Stanislaus and the cities of Ceres, Hughson, Modesto, Newman, Oakdale, Patterson and Riverbank formed a partnership among its' law enforcement agencies to work cooperatively to maintain a fully operational and specially trained police unit to enforce drug control and other laws, and to study, plan, and set priorities for effective enforcement of such laws throughout Stanislaus County.

The Stanislaus Drug Enforcement Agency (SDEA) / Stanislaus Special Investigations Unit (SIU) Advisory Board is comprised of the Stanislaus County District Attorney, Stanislaus County Sheriff; Stanislaus County Probation Chief and the Chiefs or their designee from each of the member agencies. The SIU Advisory Board meets to review and approve the Finance Committee Report; budget Items, personnel issues, and to receive reports from the member agencies.

The proposed updated Joint Powers Agreement term is from July 1, 2021 through June 30, 2026, and automatically renews from year to year thereafter unless the term is amended in writing or the Agreement is terminated. The Joint Powers agreement reflects the change of name from Stanislaus Drug Enforcement Agency to Stanislaus Special Investigations Unit along with operational and fiscal distribution updates.

Staff is recommending the City of Oakdale continue participation in the Joint Powers Agreement to efficiently and effectively address regional law enforcement challenges related to narcotic interdiction, violent crime, street terrorism, human trafficking and special investigations.

II. DISCUSSION

The member entities in the Joint Powers Agency desire to amend certain provisions of the Agreement to update the name along with operational and fiscal distribution guidelines of the county wide multi-agency task force charged with the responsibility to enforce drug laws and investigate violent crimes. The task force formerly known as the Stanislaus Drug Enforcement Agency (SDEA) is now the Stanislaus Special Investigations Unit (SIU). Along with an update to the traditional mission of narcotics interdiction, the updated mission currently includes investigation of violent crimes, gang related crimes, street terrorism, human trafficking, and other investigations deemed highly sensitive by the Governing Board.

This updated Joint Powers Agreement is a renewal of an existing partnership between the Oakdale Police Department and several other Stanislaus County Law Enforcement agencies to work cooperatively to maintain a fully operational and specially trained police unit to assist each of the parties to this Agreement. The amendment provides clarity to address civil liability and all other terms and conditions continue in full force and effect. The Agreement has been reviewed by the City Attorney's Office.

The continued partnership with the member agencies will ensure the most efficient use of resources and maximize value within the Oakdale Police Department's budget. This continued partnership will foster the development and reestablishment of the value-added partnership among the member entities. The current cost to the City of Oakdale is \$15,000 per year resulting in access to the team to assist with a wide variety of law enforcement needs. We have utilized the team to assist with several key investigations and incidents that would have cost exponentially more had it not been for this standing Agreement. In past years, the City of Oakdale spent between \$17,503 to \$22,953 for these taskforce services. With the updating of the taskforce and maximization of efficiency over the past several years, the current annual cost is set at a rate of \$15,000 and is based upon the City's population being between 20,000 and 40,000.

SIU is the primary agency the City would utilize to assist with processing of any illicit drug labs. As a member agency there is no additional cost for this processing and clean up. If the City were not a member, we could incur charges in excess of our annual monetary contribution from just one illicit drug lab incident.

Staff is recommending the City of Oakdale continue participation in the Joint Powers Agreement to efficiently and effectively address regional law enforcement challenges related to narcotic interdiction, violent crime, street terrorism, human trafficking and special investigations.

III. FISCAL IMPACTS

There is no new fiscal impact, as the associated costs of \$15,000 for this item are already budgeted in the police department's operating budget (110-2110-425007 Professional Fees / Task Force).

IV. RECOMMENDATION

Adopt a Resolution authorizing the City of Oakdale to enter into an updated Stanislaus Special Investigations Unit (formerly Stanislaus Drug Enforcement Agency) Joint Powers Agreement.

V. ATTACHMENTS

Attachment A: Draft Resolution

Attachment B: Exhibit A, Proposed SIU JPA 2021

Attachment C: Proposed SIU JPA 2021 with Highlighted Updates



**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 OF OAKDALE TO ENTER INTO AN
UPDATED STANISLAUS SPECIAL INVESTIGATIONS UNIT
(FORMERLY STANISLAUS DRUG ENFORCEMENT AGENCY) JOINT
POWERS AGREEMENT**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the Oakdale Police Department with the County of Stanislaus, the City of Ceres, the City of Hughson, the City of Newman, the City of Patterson, the City of Riverbank, the City of Waterford, and the California Highway Patrol to establish an agency known as the Stanislaus Special Investigations (SIU) seek to maintain a fully operational and specially trained police unit to assist each of the parties to this Agreement; and,

WHEREAS, the Agreement is a renewal of an existing partnership with operational and fiscal distribution updates; and,

WHEREAS, the Agreement outlines the mission of the SIU to include the traditional mission of narcotics interdiction, along with the updated mission to investigate violent crimes, gang related crimes, street terrorism, human trafficking, and other investigations deemed highly sensitive by the SDEA Governing Board; and,

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** does hereby authorize and approve the execution of the City of Oakdale to enter into the Stanislaus Special Investigations Unit Joint Powers Agreement attached hereto and incorporated herein as Exhibit A.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st DAY OF JUNE 2021, by the following vote:

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

ATTEST:

Rouzé Roberts, City Clerk

SIGNED:

Cherilyn Bairos, Mayor

Stanislaus Special Investigations Unit



Joint Powers Agreement

July 1, 2021 – June 30, 2026

MISSION AND GOALS

The Stanislaus Special Investigations Unit (SIU), formerly known as Stanislaus Drug Enforcement Agency (SDEA), is a county wide multi-agency task force charged with the responsibility to enforce drug laws and investigate violent crimes.

It shall be the mission of SIU to interdict the flow of narcotics into and within Stanislaus County, investigate violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the Governing Board.

It shall be the primary goal of SIU to maintain an allegiance with the citizens of Stanislaus County in order to maximize our efforts in preventing and combating narcotics trafficking violent crimes in our communities. An integral part of this goal is maintaining a high level of communication and support to and from federal, state, and local agencies.

**STANISLAUS SPECIAL INVESTIGATIONS UNIT
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made with reference to the following facts:

- A. Each party hereto is empowered by law to provide police protection to its residents.
- B. Each party recognizes interjurisdictional cooperation is essential for the effective control of dangerous drugs in Stanislaus County.
- C. Each party desires to establish an agency to maintain a fully operational and specially trained police unit to assist each of the parties to this agreement in enforcing drug control laws, violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the governing board. The SIU will also study, plan, and set priorities for effective enforcement of such laws throughout Stanislaus County in accordance with the operational policy approved by the governing board.
- D. The parties, pursuant to the provisions of California Government Code Sections 6500 et seq., are authorized to enter into this Joint Powers Agreement so as to create a separate public entity to enforce the laws of the State of California; and
- E. The parties desire to replace the Joint Powers Agreement between them, which became effective on July 1, 2018.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Administering Agency

There is hereby created the Stanislaus Special Investigations Unit (SIU), formerly known as Stanislaus Drug Enforcement Agency (SDEA) to administer the drug enforcement unit (Unit) and to carry out the purposes of this agreement. For such purposes, pursuant to Government Code Section 6508, SIU shall have the authority, in its own name, to do any or all of the following: to make and enter contracts; to employ agents and employees; to acquire, construct, manage, maintain or operate any building, works, or improvement, or to acquire, hold or dispose of property; to incur debts, liabilities or obligations within the limitations provided by this agreement, and to perform any other act necessary for the purposes hereof.

2. Term

The initial term of this agreement shall commence on July 1, 2021, and shall continue in full force until June 30, 2026, and shall automatically renew from year to year thereafter unless the term is amended in writing or the agreement is terminated as herein provided. A party may terminate its participation in this agreement by giving written notice of its intention to do so to all other parties at least thirty (30) calendar days prior to the end of any term. This agreement may be terminated at any time by mutual agreement of all parties hereto.

3. Additional Parties

Federal, state and local law enforcement agencies and cities located within Stanislaus County, which are not parties to this agreement, may participate in this agreement by giving written notice of their election to become a SIU participating agency to the SIU governing body at least thirty (30) calendar days prior to January 1 or July 1 of any year. Election to become a

participating member is subject to the approval of the SIU governing body. Once election to become a SIU participating agency is approved by the SIU governing body, the agency shall immediately, upon approval, become a SIU participating agency and be subject to the terms and conditions of the Stanislaus Special Investigations Unit Joint Powers Agreement in effect.

4. Governing Body

The governing body of SIU shall be a committee comprised of the Sheriff of Stanislaus County, the District Attorney of Stanislaus County, the Chief Probation Officer of Stanislaus County, the Commander of the Modesto Area California Highway Patrol and the Chief of Police of each participating city. Each member of the governing committee may appoint from his/her office an alternate member, and such alternate member is authorized to exercise the powers and duties of the regular member and to act at a meeting of the governing committee when the primary member is absent. The Sheriff of Stanislaus County shall be the Chairperson of the committee, but in the absence of the Chairperson or his/her alternate, the committee shall elect a temporary Chairperson for that meeting from among the committee members present. Decisions by the committee shall require an affirmative vote of a simple majority, consisting of one half the members plus one, of the parties to this agreement, with the Chairperson being permitted to cast his/her vote in the same manner as any other member.

5. Officers

The officers of SIU shall consist of a clerk from the Stanislaus County Sheriff's Office or any participating agency as approved by the governing body. The Auditor-Controller of Stanislaus County will serve as the fiduciary authority, and the Purchasing Agent of SIU shall be the General Services Agency (GSA) Director of Stanislaus County. The performance of duties under this agreement by officers of the County or participating city, who are covered by bond, shall be an official duty of the County or City so that the bond shall cover such officers when they are performing duties for SIU. The attorney for all civil matters regarding SIU shall be the County Counsel of Stanislaus County. The Sheriff of Stanislaus County shall be the Director of Operations for SIU and shall be responsible for the day-to-day operation of the Unit in accordance with guidelines and policies set forth by the governing committee.

6. Operational Unit

The governing body shall create and maintain a drug enforcement and investigative unit staffed by qualified peace officers to carry out the purpose of this agreement. Each peace officer assigned to the unit shall be an officer regularly employed by one of the parties to this agreement.

The position of Unit Commander of SIU may be a Lieutenant or command level personnel from the Sheriff's Office, at the discretion of the Sheriff of Stanislaus County.

The position of Unit Supervisor of SIU will be a Sergeant from the Sheriff's Office. The Unit Supervisor will rotate in accordance with the Stanislaus Sheriff's Supervisor Association's (SCSSA) rotation policy.

All personnel assigned to the unit shall be determined by the governing board.

7. Funding

Subject to the provisions of this agreement and any applicable law, the Auditor-Controller of Stanislaus County shall receive, have custody of, and disburse agency funds pursuant to the procedures set forth in this agreement.

Funding for SIU is derived from several different sources:

a. In Kind

Personnel costs for any position not covered by grant or other outside funding will be the responsibility of the participating agency. A participating agency may elect to withdraw in kind personnel by giving written notice of its intention to do so at least thirty (30) calendar days prior to January 1st or July 1st of any year.

b. Cash Contribution

An annual cash contribution will be required if a participating agency is not willing or able to provide a sworn full-time in-kind body to SIU. The cash contribution will be billed to each participating agency at the beginning of each fiscal year if a body has not been committed thirty (30) calendar days prior to July 1st. If a participating agency withdraws in kind personnel during the fiscal year, a pro-rated amount will be billed. Cash contribution does not apply to federal or state agencies.

The cash contribution will be used to offset day to day expenditures and for expenditures that are not allowable by the various funding sources available to SIU. The cash contribution amount will be based on population statistics provided by the State of California Department of Finance and will be billed on the following scale:

Jurisdiction Population	Cash Contribution
0 -10,000	\$5,000
10,000 - 20,000	\$7,500
20,000 - 40,000	\$15,000
40,000 - 60,000	\$30,000
60,000 - 80,000	\$60,000
80,000 - 100,000	\$120,000
100,000 +	\$180,000

c. Asset Forfeiture

SIU shall utilize the existing NCIC number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeiture funds generated by SIU operations shall be used to supplement the budget of SIU for operational activities. The use of asset forfeiture funds in SIU operations shall be in

strict accordance with state and federal statutes and regulations governing the use of such funds.

The Auditor-Controller of Stanislaus County shall establish accounts for receipt and disbursement of funds generated by asset forfeiture, and all funds generated by SIU activity shall pass through the Auditor-Controller of Stanislaus County. The Auditor-Controller of Stanislaus County shall make disbursements in accordance to this agreement and governing body directions and provide monthly accounting thereof. Monies deposited in such accounts shall be held in a manner and fashion in accordance with applicable federal and state laws. Interest earned on all funds, if any, shall be deposited back into the SIU Asset Forfeiture accounts. Approved expenditures of asset forfeiture funds shall specify the account from which the funds are to be taken.

d. HIDTA

The Central Valley High Intensity Drug Trafficking Area (HIDTA) program provides an annual spending authority administered through the Sacramento County Sheriff's Department for reimbursement of HIDTA related expenditures. The Stanislaus County Sheriff's Office is designated as the lead agency.

HIDTA funds are currently used for case related overtime, case related expenses, training, and miscellaneous operating expenses.

e. Cal-MMET

California Multi-Jurisdictional Methamphetamine Enforcement Team (Cal-MMET) is funded by the 2011 Public Safety Realignment through the Enhancing Law Enforcement Activities Subaccount (ELEAS) and is allocated annually to the County of Stanislaus.

Some of the current funding is used to fund positions at SIU and other miscellaneous expenses that are approved by the Sheriff's Office. This funding is NOT guaranteed for use at SIU and will be allocated at the Sheriff's discretion.

f. Other Funding Sources

If other funding sources become available, it will need to be approved by the Governing Board and the County of Stanislaus who will become the fiduciary.

8. Budget

- a. For the purposes of this agreement, the term fiscal year shall mean the period from July 1 to and including the following June 30.
- b. A preliminary annual budget shall be adopted by the governing board prior to May 1 for the following fiscal year, which shall commence on the first day of July. The Director of Operations of the unit shall deliver a copy of the annual budget to each party within ten (10) business days after the budget is adopted.

- c. The governing committee and every other official or employee of SIU shall be limited in the making of expenditures and in incurring liabilities to the amount of appropriations allowed by the budget as adopted pursuant to section 8.b of this agreement. Except as otherwise provided by law, liabilities incurred more than any budget appropriation shall not be a liability of SIU and payments shall not be issued to cover such liabilities. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of SIU shall be those of SIU and not of the parties of this agreement.

9. Records and Accounts

- a. The governing committee of SIU shall have proper books or records and accounts in which a complete and detailed entry shall be made of all of its transactions including all receipts and disbursements. Said books or records and accounts shall be kept in accordance with State law and the rules and regulations of the State Controller and as required by the Auditor-Controller of Stanislaus County. Said books shall be subject to inspection at any reasonable time by the duly authorized representatives of each of the parties of this agreement. An inventory of all assets shall be completed and submitted annually.
- b. The governing committee of SIU shall have an annual financial report, including a report of all receipts and disbursements of funds, which shall be available at the office of the Clerk of SIU, and a copy thereof shall be delivered to each party in this agreement. The report shall be filed following the issuance of a fiscal annual audit report.

10. Termination of JPA

Upon termination of the JPA, SIU will pay all liabilities to any non-participants and will dispose of all assets through sale or other transfer method. Any asset which has been identified as contributed by any party in this agreement shall be returned to that party. All other assets will be converted to cash. Once all assets have been converted to cash and after all SIU liabilities have been paid, the balance will be distributed out based on the following percentages:

Participant	Percentage of Funds
Ceres	18.55%
Hughson	2.80%
Newman	4.56%
Oakdale	8.81%
Patterson	8.84%
Riverbank	9.59%
Waterford	3.41%
County (Unincorporated)	43.45%

Federal and State agencies are not included in the distribution of assets mentioned above.

11. Claims

All claims against SIU, including but not limited to, claims by public entities or public officers and employees for fees, salaries, wages, mileage, in-kind contributions or other expenses, shall be within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the County of Stanislaus, and established by the governing committee of SIU pursuant to Chapter 5 (commencing with section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

12. General Liability

None of the parties to this agreement waive any of the privileges and immunities set forth in California Government Code Section 6513. The County of Stanislaus, City of Ceres, City of Oakdale, City of Hughson, City of Patterson, City of Waterford, City of Newman, City of Riverbank, and the California Highway Patrol agree to the following:

The processing of all claims against SIU for payment to third parties shall be performed in accordance with California law and the existing policies and procedures enacted by the County of Stanislaus.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in all personal injury and property damage claims and lawsuits to investigate, direct, negotiate, compromise, settle, and otherwise administer all aspects of any claims and lawsuits.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in accordance with California law, for all costs and expenses for the administration, defense, and indemnity for any claims and lawsuits.

The County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of the administration, defense, and indemnity for all said claims and lawsuits. Federal and State agencies are not included in the proportional share of costs noted above.

Workers' Compensation insurance shall not be provided by SIU for member agency employees but shall be maintained by the employing jurisdiction.

13. Investigation and Defense of General Liability

The County of Stanislaus, by and through the Office of County Counsel and all participating agencies shall provide cooperation in the investigation and defense of SIU civil liability cases. The County of Stanislaus, by and through the Office of County Counsel, shall be responsible for the administration of all claims and lawsuits where the date of the alleged liability accrues on or after July 1, 2018 and arise out of the activities of SIU and its agents or employees.

In the event the County of Stanislaus, by and through the Office of County Counsel determines a matter cannot or should not be investigated, defended, or otherwise administered by the Office of County Counsel, and it is decided that an independent investigator or attorney may be

necessary, the County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of any outside investigator or attorney.

The Joint Powers Agreement between the parties, which became effective July 1, 2018, is rescinded and this Agreement supersedes any previous documents entered into by SIU and participating agencies.

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

COUNTY OF STANISLAUS

By: _____
Chief Executive Officer

ATTEST: _____
Clerk of the Board

APPROVED AS TO CONTENT:

By: _____
Sheriff

APPROVED AS TO CONTENT:

By: _____
District Attorney

APPROVED AS TO CONTENT:

By: _____
Chief Probation Officer

APPROVED AS TO FORM:

By: Robert J. Taro Assistant County Counsel
County Counsel

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CALIFORNIA HIGHWAY PATROL

By: _____
Commander

By: _____
Division Chief

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this _____ day of _____, 2021.

CITY OF CERES

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CITY OF HUGHSON

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CITY OF NEWMAN

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CITY OF OAKDALE

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CITY OF PATTERSON

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CITY OF RIVERBANK

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SIU Joint Powers Agreement to be executed this ____ day of _____, 2021.

CITY OF WATERFORD

By: _____
City Manager

ATTEST: _____
City Clerk

APPROVED AS TO CONTENT:

By: _____
Chief of Police

APPROVED AS TO FORM:

By: _____
City Attorney

MISSION AND GOALS

The Stanislaus ~~Drug Enforcement Agency (SDEA) Special Investigations Unit (SIS)(SIU)~~, formerly known as Stanislaus Drug Enforcement Agency (SDEA), is a county wide multi-agency task force charged with the responsibility to enforce drug laws and investigate violent crimes.

It shall be the mission of ~~SDEA-SIU~~ to interdict the flow of narcotics into and within Stanislaus County, investigate violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the Governing Board.

It shall be the primary goal of ~~SDEA-SIU~~ to maintain an allegiance with the citizens of Stanislaus County in order to maximize our efforts in preventing and combating narcotics trafficking violent crimes in our communities. An integral part of this goal is maintaining a high level of communication and support to and from ~~f~~Federal, ~~s~~State and ~~l~~Local ~~allied~~ agencies.

**STANISLAUS ~~DRUG ENFORCEMENT AGENCY~~SPECIAL INVESTIGATIONS UNIT
JOINT POWERS AGREEMENT**

THIS JOINT POWERS AGREEMENT is made with reference to the following facts:

- A. Each party hereto is empowered by law to provide police protection to its residents.
- B. Each party recognizes interjurisdictional cooperation is essential for the effective control of dangerous drugs in Stanislaus County.
- C. Each party desires to establish an agency to maintain a fully operational and specially trained police unit to assist each of the parties to this agreement in enforcing drug control laws, violent crimes, gang related crimes, street terrorism, human trafficking and investigations deemed highly sensitive as directed by the governing board. The ~~SIU, Stanislaus Drug Enforcement Agency Special Investigations Unit~~ will also study, plan, and set priorities for effective enforcement of such laws throughout Stanislaus County in accordance with the operational policy approved by the governing board.
- D. The parties, pursuant to the provisions of California Government Code Sections 6500 et seq., are authorized to enter into this Joint Powers Agreement so as to create a separate public entity to enforce the laws of the State of California; and
- E. The parties desire to replace the Joint Powers Agreement between them, which became effective on ~~September 10, 2008~~ July 1, 2018.

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Administering Agency

There is hereby created the Stanislaus ~~Drug Enforcement Agency Special Investigations Unit~~ (~~hereafter "SDEASIU"~~) (SIU), formerly known as Stanislaus Drug Enforcement Agency (SDEA) to administer the drug enforcement unit (~~hereafter "Unit"~~) and to carry out the purposes of this agreement. For such purposes, pursuant to Government Code Section 6508, ~~SDEASIU~~ shall have the authority, in its own name, to do any or all of the following: to make and enter contracts; to employ agents and employees; to acquire, construct, manage, maintain or operate any building, works, or improvement, or to acquire, hold or dispose of property; to incur debts, liabilities or obligations within the limitations provided by this agreement, and to perform any other act necessary for the purposes hereof.

2. Term

The initial term of this agreement shall commence on July 1, 20~~21~~18, and shall continue in full force until June 30, 20~~21~~18, and shall automatically renew from year to year thereafter unless the term is amended in writing or the agreement is terminated as herein provided. A party may terminate its participation in this agreement by giving written notice of its intention to do so to all other parties ~~have~~ at least thirty (30) calendar days prior to the end of any term. This agreement may be terminated at any time by mutual agreement of all parties hereto.

3. Additional Parties

~~Federal, s~~State and local law enforcement agencies and ~~C~~ities located within Stanislaus County, which are not parties to this agreement, may participate in this agreement by giving written

notice of their election to become a SDEASIU participating agency to the SDEASIU governing body at least thirty (30) calendar days prior to January 1 or July 1 of any year. A City's election to become a participating member is subject to the approval of the SDEASIU governing body. Once the City's election to become a SDEASIU participating agency is approved by the SDEASIU governing body, the agencyCity shall immediately, upon approval, become a SDEASIU participating agency and be subject to the terms and conditions of the Stanislaus Drug Enforcement Agency-Special Investigations Unit Joint Powers Agreement in effect.

4. Governing Body

The governing body of SDEASIU shall be a committee comprised of the Sheriff of Stanislaus County, the District Attorney of Stanislaus County, the Chief Probation Officer of Stanislaus County, the Commander of the Modesto Area California Highway Patrol and the Chief of Police of each participating City. Each member of the governing committee may appoint from his/her office an alternate member, and such alternate member is authorized to exercise the powers and duties of the regular member and to act at a meeting of the governing committee when the primary member is absent. The Sheriff of Stanislaus County shall be the Chairperson of the committee, but in the absence of the Chairperson or his/her alternate, the committee shall elect a temporary Chairperson ~~from~~ for that meeting from among the committee members present. Decisions by the committee shall require an affirmative vote of a simple majority, consisting of one half the members plus one, of the parties to this agreement, with the Chairperson being permitted to cast his/her vote in the same manner as any other member.

5. Officers

The officers of SDEASIU shall consist of a clerk from the Stanislaus County Sheriff's Department Office or any participating agency as approved by the governing body. The Auditor-Controller of Stanislaus County will serve as the fiduciary authority, and the Purchasing Agent of SDEASIU shall be the General Services Agency (GSA) Director of Stanislaus County. The performance of duties under this agreement by officers of the County or participating city, who are covered by bond, shall be an official duty of the County or City so that the bond shall cover such officers when they are performing duties for SDEASIU. The attorney for all civil matters regarding SDEASIU shall be the County Counsel of Stanislaus County. The Sheriff of Stanislaus County shall be the Director of Operations for SDEASIU and shall be responsible for the day-to-day operation of the Unit in accordance with guidelines and policies set forth by the governing committee.

6. Operational Unit

The governing body shall create and maintain a drug enforcement and investigative unit staffed by qualified peace officers to carry out the purpose of this agreement. Each peace officer assigned to the unit shall be an officer regularly employed by one of the parties to this agreement.

The position of Unit Commander of SDEASIU may be a Lieutenant or command level personnel from the Sheriff's OfficeDepartment, at the discretion of the Sheriff of Stanislaus County.

The position of Unit Supervisor of ~~SDEA~~ SIU will be a ~~S~~ergeant from the Sheriff's ~~Department~~ Office. The ~~U~~nit ~~S~~upervisor will rotate in accordance with the Stanislaus Sheriff's Supervisor Association's (SCSSA) rotation policy.

All personnel assigned to the unit shall be determined by the governing board.

7. Funding

Subject to the provisions of this agreement and any applicable law, the Auditor-Controller of Stanislaus County shall receive, have custody of, and disburse agency funds pursuant to the procedures set forth in this agreement.

Funding for ~~SDEA~~ SIU is derived from several different sources:

a. In Kind

Personnel costs for any position not covered by grant or other outside funding will be the responsibility of the participating agency. A participating agency may elect to withdraw in kind personnel by giving written notice of its intention to do so at least thirty (30) calendar days prior to January 1st or July 1st of any year.

b. Cash Contribution

An annual cash contribution will be required if a participating agency is not willing or able to provide a sworn ~~full-time~~ full-time in-kind body to ~~SDEA~~ SIU. The cash contribution will be billed to each participating agency at the beginning of each fiscal year if a body has not been committed thirty (30) calendar days prior to July 1st. If a participating agency withdraws in kind personnel during the fiscal year, a pro-rated amount will be billed. Cash contribution does not apply to federal or state agencies.

The cash contribution will be used to offset day to day expenditures and for expenditures that are not allowable by the various funding sources available to ~~SDEA~~ SIU. The cash contribution amount will be based on population statistics provided by the State of California Department of Finance and will be billed on the following scale:

Jurisdiction Population	Cash Contribution
0 -10,000	\$5,000
10,000 - 20,000	\$7,500
20,000 - 40,000	\$15,000
40,000 - 60,000	\$30,000
60,000 - 80,000	\$60,000
80,000 - 100,000	\$120,000
100,000 +	\$180,000

c. Asset Forfeiture

SDEASIU shall utilize the existing NCIC number for purposes of receiving equitable sharing of funds from state and/or federal asset forfeiture programs. The asset forfeiture funds generated by SDEASIU operations shall be used to supplement the budget of SDEASIU for operational activities. The use of asset forfeiture funds in SDEASIU operations shall be in strict accordance with state and federal statutes and regulations governing the use of such funds.

The Auditor-Controller of Stanislaus County shall establish accounts for receipt and disbursement of funds generated by asset forfeiture, and all funds generated by SDEASIU activity shall pass through the Auditor-Controller of Stanislaus County. The Auditor-Controller of Stanislaus County shall make disbursements in accordance to this agreement and governing body ~~directions, and~~ directions and provide monthly accounting thereof. Monies deposited in such accounts shall be held in a manner and fashion in accordance with applicable federal and state laws. Interest earned on all funds, if any, shall be deposited back into the SDEASIU Asset Forfeiture accounts. Approved expenditures of asset forfeiture funds shall specify the account from which the funds are to be taken.

d. HIDTA

The Central Valley High Intensity Drug Trafficking Area (HIDTA) program provides an annual spending authority administered through the Sacramento County Sheriff's Department for reimbursement of HIDTA related expenditures. The Stanislaus County Sheriff's DepartmentOffice is designated as the lead agency.

HIDTA funds are currently used for case related overtime, case related expenses, ~~training~~ training, and miscellaneous operating expenses.

e. Cal-MMET

California Multi-Jurisdictional Methamphetamine Enforcement Team (Cal-MMET) is funded by the 2011 Public Safety Realignment through the Enhancing Law Enforcement Activities Subaccount (ELEAS) and is allocated annually to the County of Stanislaus.

Some of the current funding is used to fund positions ~~at~~ at SDEASIU and other miscellaneous expenses that are approved by the Sheriff's OfficeDepartment. This funding is NOT guaranteed for use at SDEASIU and will be allocated at the Sheriff's discretion.

f. Other Funding Sources

If other funding sources become available, it will need to be approved by the Governing Board and the County of Stanislaus who will become the fiduciary.

8. Budget

- a. For the purposes of this agreement, the term fiscal year shall mean the period from July 1 to and including the following June 30.
- b. A preliminary annual budget shall be adopted by the governing board prior to ~~March~~ May 1 for the following fiscal year, which shall commence on the first day of July. The Director of Operations of the unit shall deliver a copy of the annual budget to each party within ten (10) business days after the budget is adopted.
- c. The governing committee and every other official or employee of SDEASIU shall be limited in the making of expenditures and in incurring liabilities to the amount of appropriations allowed by the budget as adopted pursuant to section 8. ~~ba~~ of this agreement. Except as otherwise provided by law, liabilities incurred ~~in excess of more than~~ any budget appropriation shall not be a liability of SDEASIU and payments shall not be issued to cover such liabilities. Pursuant to Section 6508.1 of the California Government Code, the debts, ~~liabilities~~ liabilities, and obligations of SDEASIU shall be those of SDEASIU and not of the parties of this agreement.

Commented [BF1]: Changed from March to May due to the budget not going through the normal County budget process – Budget is made based on SIU Board approval

9. Records and Accounts

- a. The governing committee of SDEASIU shall have proper books or records and accounts in which a complete and detailed entry shall be made of all of its transactions including all receipts and disbursements. Said books or records and accounts shall be kept in accordance with State law and the rules and regulations of the State Controller and as required by the Auditor-Controller of Stanislaus County. Said books shall be subject to inspection at any reasonable time by the duly authorized representatives of each of the parties of this agreement. An inventory of all assets shall be completed and submitted annually.
- b. The governing committee of SDEASIU shall have an annual financial report, including a report of all receipts and disbursements of funds, which shall be available at the office of the Clerk of SDEASIU, and a copy thereof shall be delivered to each party in this agreement. The report shall be filed following the issuance of a fiscal annual audit report.
- ~~c. The governing committee of SDEA shall maintain records for all assets. An annual inventory will be maintained.~~

Commented [BF2]: Moved this section above to 9.a

10. Termination of JPA

Upon termination of the JPA, SDEASIU will pay all liabilities to any non-participants and will dispose of all assets through sale or other transfer method. Any asset which has been identified as contributed by any party in this agreement shall be returned to that party. All other assets will be converted to cash. Once all assets have been converted to cash and after all SDEASIU liabilities have been paid, the balance will be distributed out based on the following percentages:

Participant	Percentage of Funds
Ceres	8.83%
Hughson	1.35%
Modesto	39.31%
Newman	2.03%
Oakdale	4.08%
Patterson	3.98%
Riverbank	4.42%
Turlock	13.33%
Waterford	1.64%
County	21.03%

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Participant	Percentage of Funds
Ceres	18.55%
Hughson	2.80%
Newman	4.56%
Oakdale	8.81%
Patterson	8.84%
Riverbank	9.59%
Waterford	3.41%
County (Unincorporated)	43.45%

Commented [BF3]: Excluded City of Modesto and Turlock from Populations numbers reducing County population from 557,709 to 261,077

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Federal and State agencies are not included in the distribution of assets mentioned above.

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11. Claims

All claims against SDEASIU, including but not limited to, claims by public entities or public officers and employees for fees, salaries, wages, mileage, in-kind contributions or other expenses, shall be within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3, Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures approved by the County of Stanislaus, and established by the governing committee of SDEASIU pursuant to Chapter 5 (commencing with section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code.

12. General Liability

None of the parties to this agreement waive any of the privileges and immunities set forth in California Government Code Section 6513. The County of Stanislaus, ~~City of Modesto~~, City of Ceres, City of Oakdale, ~~City of Turlock~~, City of Hughson, City of Patterson, City of Waterford, City of Newman, ~~and~~ City of Riverbank and the California Highway Patrol agree to the following:

The processing of all claims against SDEASIU for payment to third parties shall be performed in accordance with California law and the existing policies and procedures enacted by the County of Stanislaus.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in all personal injury and property damage claims and lawsuits to investigate, direct, negotiate, compromise, settle, and otherwise administer all aspects of any claims and lawsuits.

The County of Stanislaus, by and through the Office of County Counsel, shall have sole and exclusive authority, discretion, and responsibility, in accordance with California law, for all costs and expenses for the administration, defense, and indemnity for any claims and lawsuits.

The County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of the administration, defense, and indemnity for all said claims and lawsuits. Federal and State agencies are not included in the proportional share of costs noted above.

Workers' Compensation insurance shall not be provided by SDEASIU for member agency employees but shall be maintained by the employing jurisdiction.

13. Investigation and Defense of General Liability

The County of Stanislaus, by and through the Office of County Counsel and all participating agencies shall provide cooperation in the investigation and defense of SDEASIU civil liability cases. The County of Stanislaus, by and through the Office of County Counsel, shall be responsible for the administration of all claims and lawsuits where the date of the alleged liability accrues on or after July 1, 2018 ~~and through June 30, 2021~~ and arise out of the activities of SDEASIU and its agents or employees.

In the event the County of Stanislaus, by and through the Office of County Counsel determines a matter cannot or should not be investigated, defended, or otherwise administered by the Office of County Counsel, and it is decided that an independent investigator or attorney may be necessary, the County of Stanislaus and all participating member agencies shall proportionally share the costs and expense of any outside investigator or attorney.

The Joint Powers Agreement between the parties, which became effective ~~September 10, 2008~~ July 1, 2018, is rescinded and this Agreement supersedes any previous documents entered into by SDEASIU and participating agencies.

The parties hereto, pursuant to resolution of their respective governing bodies, have caused this SDEASIU Joint Powers Agreement to be executed this ____ day of _____, 2021~~18~~.

COUNTY OF STANISLAUS

By: _____

Chief Executive Officer

ATTEST: _____
Clerk of the Board

APPROVED AS TO CONTENT:

By: _____
Sheriff

APPROVED AS TO CONTENT:

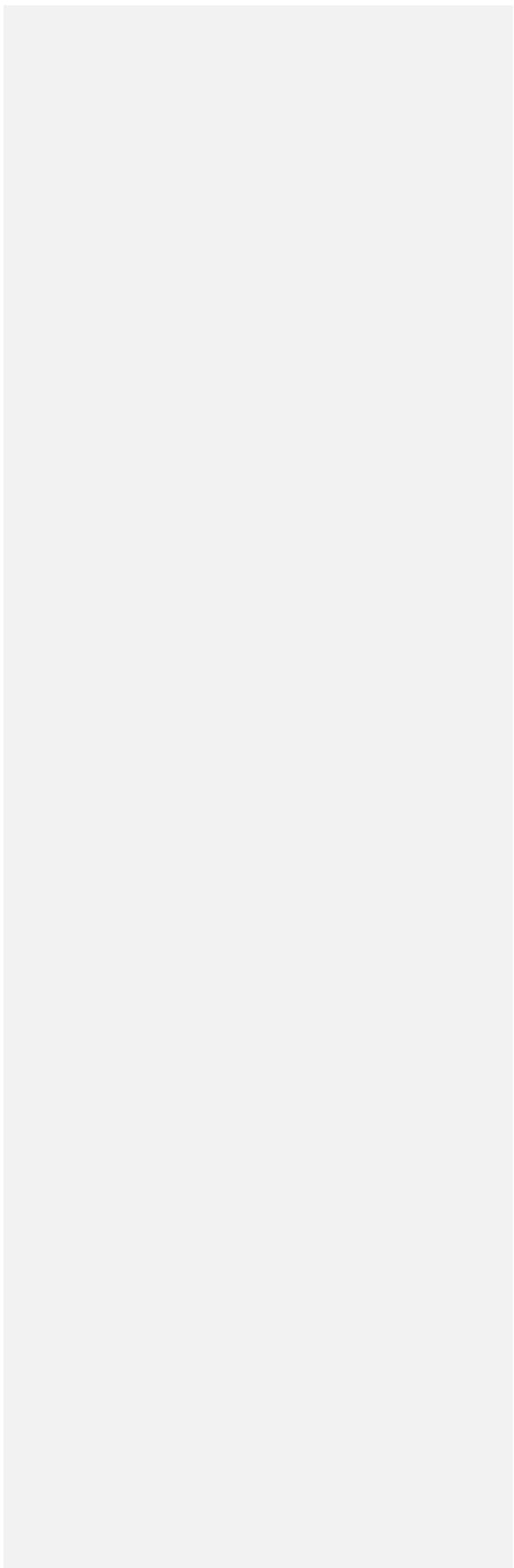
By: _____
District Attorney

APPROVED AS TO CONTENT:

By: _____
Chief Probation Officer

APPROVED AS TO FORM:

By: _____
County Counsel





**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Meeting Date: June 21, 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 All; Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements, Cooperative Agreements and any Amendments thereto with the California Department of Transportation**

I. BACKGROUND/DISCUSSION

So that processing may occur more expeditiously, the California Department of Transportation advises that a Resolution be passed by the Oakdale City Council with language that allows for an authorized delegate to execute most agreements with Caltrans, rather than project specific resolutions that take significant time and resources to process. All grant agreements associated with the Caltrans Department of Transportation and this request to authorize the City Manager to execute agreements are adopted by the Oakdale City Council in the City's Capital Improvement Program. Additionally, all projects are and will continue to be brought to Council for consideration.

On January 21, 2020 the City Council authorized the City Manager to execute Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements so that grant processing may occur more expeditiously with the California Department of Transportation. So that City and State cooperative work can take place on Highways 108 and 120 more swiftly, City Staff requests that Caltrans Cooperative Agreements be added to the list of agreements that the City Manager is authorized to execute.

II. FISCAL IMPACT

None. All projects associated with this authorization, where funding is in need of approval will be independently considered by the City Council and budgeted in the most current and adopted budget.

III. RECOMMENDATION

Staff recommends that the City Council adopt the Resolution authorizing the City Manager to execute all; Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements,



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Authorizing the City Manager to Execute All Caltrans Agreements
MEETING DATE: June 21, 2021

Cooperative Agreements and any amendments thereto with the California Department of Transportation.

IV. ATTACHMENTS

Attachment A: Draft City Council Resolution 2021-__



**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 ALL; MASTER
AGREEMENTS, PROGRAM SUPPLEMENT AGREEMENTS, FUND EXCHANGE
AGREEMENTS, FUND TRANSFER AGREEMENTS, COOPERATIVE
AGREEMENTS AND ANY AMENDMENTS THERETO WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale is eligible to receive federal and state funding for certain transportation projects through the California Department of Transportation and to perform cooperative work on State Routes 108 and 120; and

WHEREAS, Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements and Cooperative Agreements need to be executed by the local agency and with the California Department of Transportation before such funds could be claimed and prior to the start of some cooperative work; and

WHEREAS, the City wishes to delegate authorization to execute said agreements and any amendments thereto to the City Manager; and

WHEREAS, staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute all; Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements, Cooperative Agreements and any amendments thereto with the California Department of Transportation; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the CITY OF OAKDALE hereby authorizes the City Manager to execute all; Master Agreements, Program Supplement Agreements, Fund Exchange Agreements, Fund Transfer Agreements, Cooperative Agreements and any amendments thereto with the California Department of Transportation.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st DAY OF JUNE, 2021, by the following vote:

AYES:	COUNCIL MEMBERS:	(0)
NOES:	COUNCIL MEMBERS:	(0)
ABSENT:	COUNCIL MEMBERS:	(0)
ABSTAINED:	COUNCIL MEMBERS:	(0)

SIGNED:

ATTEST:

Cherilyn Bairos, Mayor

Rouzé Roberts, City Clerk



**CITY OF OAKDALE
STAFF REPORT**

Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Mark Niskanen, City Planner

Reviewed by: Jeff Gravel, Public Services Director

Subject: Introduction and First Reading of Ordinance No. 2021- 1275 - An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.

I. BACKGROUND

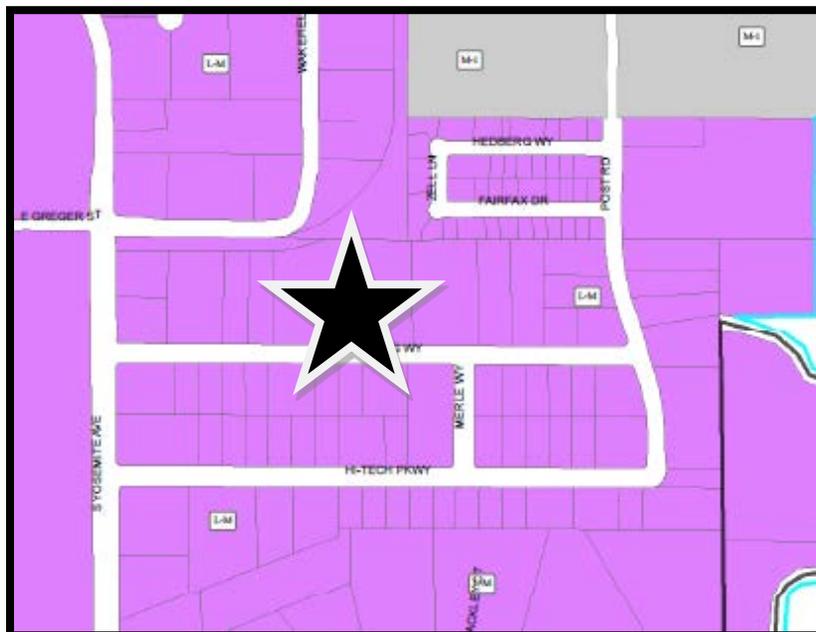
On February 20, 2018, the Oakdale City Council adopted Ordinance No. 2018-1255 which established a Cannabis Business Pilot Program to regulate all cannabis businesses within the City. At the same, the City Council formally entered into a Development Agreement with MDS Business Services, Inc. respectively, to allow MDS Business Services, Inc. to open and operate a retail cannabis dispensary and associated commercial cannabis activities within the City. The Development Agreement went into effect on March 23, 2018. The Development Agreement consists of a three (3) year term and was set to expire on March 23, 2021.

On February 16, 2021, the City Council approved a ninety (90) day extension of said Development Agreement and directed City staff to prepare an amended and restated Development agreement for consideration by the Planning Commission and City Council.

MDS Business Services, Inc. (commonly known as The People’s Remedy) currently operates a retail cannabis dispensary at 570 Armstrong Way (Assessor Parcel No. 064-039-55). The current Development Agreement allows for the operation of a “Microbusiness” operation on the remainder of the parcel.

The location map provided below depicts the location of the current retail cannabis dispensary, which is subject to the terms proposed in the amended and restated Development Agreement.

LOCATION MAP





CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1275 – An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Land uses surrounding the project sites are dominantly industrial. Access to Armstrong Way is provided via S. Yosemite Avenue and Post Road. The table below depicts the land uses surrounding the project sites.

Surrounding Land Uses

	Land Use	Zoning Designation	General Plan Designation
North	Industrial	L-M	Industrial
South	Industrial	L-M	Industrial
East	Industrial	L-M	Industrial
West	Industrial	L-M	Industrial

II. DISCUSSION

Existing Development Agreement

The current Development Agreement sets forth the financial obligations for the Applicant, as well as duration. As noted previously, the current Development Agreement was granted a term of three (3) years. For financial obligations, the current Development Agreement set forth the following funding requirements:

	Term	One-Time Law Enforcement Cannabis Impact Fee	Monthly Cannabis Dispensary Public Benefit Fee
MDS Business Services, Inc.	Three (3) Years	\$50,000.00	Year 1 - \$15,000 or 5% of Gross Receipts from Operations, whichever is greater Year 2 - \$27,500 or 5% of Gross Receipts from Operations, whichever is greater Year 3 - \$43,000 or 5% of Gross Receipts from Operations, whichever is greater
-	-	-	Additional Licenses Public Benefit Amount
-	-	-	\$8,000 or 8% of Gross Receipts from Operations, whichever is greater

As of February 2021, and based on records provided by the Finance Department, MDS Business Services, Inc. has contributed \$405,000 to the City of Oakdale in the form of the one-time Law Enforcement Cannabis Impact Fee and the monthly Public Benefit Fee. The Public Benefit Fees required for the microbusiness component are not required until said component is in operation.

Proposed Development Agreement

Based on the direction provided by the City Council on February 16, 2021, City staff and the Applicant have developed an amended and restated Development Agreement (Attachment C) which also sets forth the term and funding obligations for the Applicant.

The Applicant has also requested that the proposed amended and restated Development Agreement solely focus on the retail cannabis dispensary, as they no longer are pursuing additional cannabis licenses in the City of Oakdale.



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1275 – An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

The table below depicts the proposed term and funding obligations:

	Term	Monthly Cannabis Dispensary Public Benefit Fee
MDS Business Services, Inc.	Ten (10) years	\$15,000 or 5% of Gross Receipts from Operations, whichever is greater

It is important to note that the monthly cannabis manufacturing and cultivation fee will be charged on a per license basis. As such, the minimum amount the City would receive each month under the terms of the amended and restated Development Agreement is \$15,000 per month during the term of this agreement (10-years).

Planning Commission Public Hearing

On May 5, 2021, the Planning Commission held a duly noticed Public Hearing and considered Draft Ordinance No. 2021-1275. By a vote of 4-0 (Commissioner Ivey was absent), the Planning Commission recommended to the City Council approval of Ordinance No. 2021-1275, recommending approval of the amended and restated Development Agreement between the City of Oakdale and MDS Business Services, Inc. The action taken by the Planning Commission recommended a five (5) year term for the Amended and Restated Development Agreement.

Term Request Filed Upon Planning Commission Hearing

Upon the Planning Commission Public Hearing, City staff received a request from the Applicant to consider allowing the term of the amended and restated Development Agreement to be increased from five (5) years to ten (10) years.

City staff has considered this request and is comfortable with the term being increased to 10-years, as there are provisions in the amended and restated Development Agreement (DA) that allow for an annual review of the DA and methods in which the City can terminate the DA if the financial terms are not met by the Applicant.

California Environmental Quality Act (CEQA)

City staff has reviewed the amended and restated Development Agreement in accordance with the CEQA Statutes and Guidelines and have determined it is exempt from further environmental review in accordance with Section 15301 of the CEQA Guidelines. City staff is recommending the preparation and filing of a Notice of Exemption with the Stanislaus County Clerk Recorder’s Office.

FISCAL IMPACT

The Applicant has submitted to the City the application fees required under the approved Development Agreement. Any processing fees, including Plan Check, Inspections, etc. will be funded by the Applicant. In addition, in accordance with Section 4.2 of the approved Development Agreement, the Applicant has agreed to the following:

	Term	Monthly Cannabis Dispensary Public Benefit Fee
MDS Business Services, Inc.	Ten (10) years	\$15,000 or 5% of Gross Receipts from Operations, whichever is greater



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1275 – An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

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III. RECOMMENDATION

The Planning Commission and City staff recommend the following action be taken by the City Council:

- 1) Motion to approve the Introduction and First Reading of Ordinance No. 2021-1275, approving an amended and restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
- 2) Authorize City staff to prepare and file a Notice of Exemption with the Stanislaus County Clerk Recorder's Office in accordance with Section 15301 of the CEQA Guidelines.

IV. ATTACHMENTS

- Attachment A: Planning Commission Resolution No. 2021-03
- Attachment B: Ordinance No. 2021-1275.
- Attachment C: Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1275 – An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Attachment A

Planning Commission Resolution No. 2021-03



**IN THE PLANNING COMMISSION
OF THE CITY OF OAKDALE
PLANNING COMMISSION RESOLUTION 2021-03**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKDALE,
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO
REINSTATE AND APPROVE A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF OAKDALE AND MDS BUSINESS SERVICES, INC.**

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

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

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

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

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq., which authorizes the City of Oakdale (the "City") and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, the City adopted Oakdale Municipal Code Chapter 36-23.20 et seq., authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, Oakdale Municipal Code section 36-23.22 requires a written application with specified data to be submitted to the Oakdale Public Services for consideration of any development agreement. MDS Business Services submitted an application to the Oakdale Community Development Director for consideration of an amended and restated development agreement for a cannabis business; and

WHEREAS, MDS Business Services, Inc. has improved and developed real property to continue to operate a cannabis dispensary (the "Dispensary Project") within the City in strict compliance with MAUCRSA and Oakdale Municipal Code Chapter 37.



CITY OF OAKDALE
Planning Commission Resolution 2021-03

WHEREAS, MDS Business Services, Inc. operating as The People’s Remedy, currently leases certain real property located at 570 Armstrong Way, Oakdale, CA, identified as Stanislaus County Assessor’s Parcel Number 064-039-055 (the “Dispensary Property”) and operates a retail commercial cannabis dispensary, commonly known as The People’s Remedy.

WHEREAS, City and MDS Business Services, Inc. seek to amend and restate the current development agreement for the Dispensary Project (the “Development Agreement”) pursuant to Government Code section 65864 et seq. and all applicable local and state laws; and

WHEREAS, the Planning Commission held a noticed public hearing on May 5, 2021, to consider the amended and restated Development Agreement and make recommendations to the City Council; and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code section 21000 et seq.; California Code of Regulations, title 14, section 15000 et seq.).

WHEREAS, the Dispensary Project site is categorically exempt from CEQA pursuant to section 15301 of title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility; and

WHEREAS, the Planning Commission finds that an ordinance approving the amended and restated Development Agreement will allow the City to continue to adequately regulate and address all impacts of the Project in the City in accordance with state law; and

WHEREAS, the Planning Commission finds that the Ordinance is in the best interest of the health, welfare, and safety of the public.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City hereby recommends by this Resolution that the City Council adopt the proposed Ordinance to reinstate and approve the Development Agreement between the City and MDS Business Services, Inc.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 5TH DAY OF MAY 2021.

AYES:	Havard, Heron, Richardson, Velasco	(4)
NOES:	None	(0)
ABSTAIN:	None	(0)
ABSENT:	Ivey	(1)



CITY OF OAKDALE
Planning Commission Resolution 2021-03

Signed:

Amy Velasco, Chairperson
Planning Commission

Attest:

Colleen Andersen, Secretary
Planning Commission



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1275 – An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Attachment B

Ordinance No. 2021-1275



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE NO. 2021-1275

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKDALE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OAKDALE AND MDS BUSINESS SERVICES, INC, CALIFORNIA NON-PROFIT MUTUALLY BENEFIT CORPORATION

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

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

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

WHEREAS, in January, 2019, the Bureau of Cannabis Control, the Department of Food and Agriculture, and the Department of Public Health issued final emergency regulations for all medicinal and adult-use cannabis businesses allowed under MAUCRSA. The regulations require, among other things, background checks of business owners and employees, a plan of business operation, a security plan, and environmental pollution and waste plans; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City of Oakdale (the "City") and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, the City adopted Oakdale Municipal Code Chapter 36-23.20 *et seq.*, authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, in February 2018, the Oakdale City Council (the "City Council") adopted Ordinance No. 2018-1255 to enact cannabis regulations under Oakdale Municipal Code Chapter 37 pursuant to AUMA and MAUCRSA; and

WHEREAS, Oakdale Municipal Code section 36-23.22 requires a written application with specified data to be submitted to the Oakdale Public Services Director for consideration of any



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE 1275 (continued)

development agreement. Cali Kosher, Inc. and Empire Wellness, Inc. ("Developer") submitted an application to the Oakdale Public Services Director for consideration of a development agreement for a cannabis business; and

WHEREAS, Developer intends to improve, develop, and use real property to operate a cannabis dispensary (Type 10 license) (the "Cannabis Project") within the City in strict compliance with MAUCRSA and Oakdale Municipal Code Chapter 37, in strict accordance with applicable state and local law, and consistent with the Oakdale General Plan, as amended; and

WHEREAS, Developer has an agreement to lease that certain real property located at 570 Armstrong Way, Oakdale, CA, identified as Stanislaus County Assessor's Parcel Number 064-039-055 (the "Cannabis Project Property"). Developer intends to operate the Cannabis Project on the Cannabis Project Property; and

WHEREAS, on February 12, 2018, the City and Developer entered into a development agreement for the Cannabis Project (the "Development Agreement") pursuant to Government Code section 65864 et seq. and all applicable local and state laws; and

WHEREAS, the City and Developer seek to enter into an amended Development Agreement] for the Cannabis Project (the "Development Agreement") pursuant to Government Code section 65864 et seq. and all applicable local and state laws; and

WHEREAS, the Planning Commission held a duly noticed public hearing May 5, 2021, to consider the Cannabis Project and Development Agreement and make recommendations to the Oakdale City Council ("City Council"); and

WHEREAS, environmental impacts for the Cannabis Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 et seq. and California Code of Regulations, title 14, section 15000 et seq.). The Project is exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines, title 14, of the California Code of Regulations applicable to projects.

WHEREAS, on [date of first reading], and [date of second reading], the City Council held duly noticed public hearings to consider the Development Agreement; and

WHEREAS, the City Council, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with Government Code section 65864 et seq., the City Council finds that the Development Agreement:

Ordinance No. 1275
Effective: August 18, 2021



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE 1275 (continued)

- a. Is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and any applicable specific plan;
- b. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole;
- c. Will not adversely affect the orderly development of property or the preservation of property values;
- d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
- e. Contains a legal description of the property.

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

SECTION 1. The City Council approves an amended Development Agreement by and between MDS Business Services, a California Non Profit Mutual Benefit Corporation, and the City for the development of the Cannabis, and instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

SECTION 2. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement; or as otherwise required pursuant to the terms of the Development Agreement.

SECTION 3. Notice of the public hearing on the proposed Development Agreement was published in the Oakdale Leader, a newspaper of general circulation, printed and published in the City, and notices of the public hearing on the proposed Development Agreement were mailed to all interested parties and property owners within 300 feet of the property, according to the most recent assessor's roll.

SECTION 4. Environmental impacts for the Project have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 et seq.; California Code of Regulations, title 14, section 15000 et seq.).

The Project site is categorically exempt from CEQA pursuant to section 15301 of the CEQA Guidelines of title 14 of the California Code of Regulations.

SECTION 5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any



IN THE CITY COUNCIL OF THE
 CITY OF OAKDALE
 STATE OF CALIFORNIA
 ORDINANCE 1275 (continued)

reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Oakdale held on the 21st day of June 2021, by _____, who moved its introduction, which motion being duly seconded by _____. Said Ordinance was given a second reading at a regular meeting of the City Council held on the 19th day of July, 2021, and after such reading, _____ moved its adoption, seconded by _____, and said Ordinance was thereupon adopted by the following roll call vote:

AYES: COUNCIL MEMBER:
 NOES: COUNCIL MEMBER:
 EXCUSED: COUNCIL MEMBER:
 ABSTAINED: COUNCIL MEMBER:

ATTEST:

APPROVED:

 Rouze Roberts, City Clerk

 Cherilyn Bairos, Mayor

APPROVED AS TO FORM:

 Thomas P. Hallinan, City Attorney



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1275 – An Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Attachment C

Amended and Restated Development Agreement between the City of Oakdale and MDS Business Services, Inc.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

AMENDED AND RE-STATED DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2021, by and between the CITY OF OAKDALE, a California municipal corporation ("City"), and **MDS Business Services, Inc.**, a California nonprofit mutual benefit corporation ("Developer"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

- A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.
- B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.
- C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis

Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

- D. Developer proposes to improve, develop, and use real property to operate a Cannabis Dispensary, as defined in Section 1.4 of this Agreement, in strict accordance with California Cannabis Laws, as defined in Section 1.4, and the Municipal Code of the City of Oakdale, as each may be amended from time to time (the "Project").
- E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.* (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.
- F. Consistent with the requirements of the Development Agreement Statute, City adopted Oakdale Municipal Code Section 36-23.20 *et seq.* ("City Development Agreement Ordinance") authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City.
- G. Oakdale Municipal Code section 36-23.22 requires a written application with specified data be submitted to the City Department of Planning for consideration of any development agreement.
- H. Developer submitted an application to the City Department of Planning for consideration of a development agreement for a cannabis business.
- I. Developer has an agreement to lease that certain real property located at 570 Armstrong Way, in the City of Oakdale, County of Stanislaus, State of California, Assessor's Parcel Number 064-039-055, of which Developer intends to improve (the "Site"), more particularly described in the location map attached hereto as **Exhibit A**.
- J. Government Code section 65865 and Oakdale Municipal Code section 36-23.22 require that an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement.
- K. Developer has leased the Site for the purpose of carrying out the Project. A copy of the lease is attached hereto as **Exhibit B**, within satisfaction of the requirement of Oakdale Municipal Code Chapter 37. The legal owner of the Site is aware of, and agrees to, the Project operating at the Site.
- L. On February 7, 2018, the Oakdale Planning Commission ("Planning Commission") adopted Resolution No. 2018-005 recommending the Oakdale City Council ("City

Council) adopt an ordinance establishing zoning limitations and requirements for all cannabis businesses.

- M. On February 20, 2018, the City Council adopted Ordinance No. 2018-1255 to revise Oakdale Municipal Code Chapter 37 to establish a Cannabis Business Pilot Program to regulate all cannabis businesses within the City.
- N. Government Code section 65867.5 and Oakdale Municipal Code section 36-23.24 require the Planning Commission hold a public hearing to review an application for a development agreement.
- O. On February 7, 2018, the Planning Commission, in a duly noticed and conducted public hearing, considered Developer's application for this Agreement.
- P. On February 7, 2018, the Planning Commission recommended the City Council adopt Ordinance No. 2018-1256, which would allow Developer to operate the Project at the Site.
- Q. On February 20, 2018, pursuant to Government Code section 65867.5 and the City Development Agreement Ordinance, and following a duly noticed and conducted public hearing, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 2018-1258.
- R. On February 16, 2021, the City Council recommended to City staff amended and restated Development Agreement terms to be considered by the Planning Commission and City Council as a future Public Hearing item.
- S. On May 5, 2021, the Planning Commission recommended to the City Council adopt Ordinance No. 2021-XX, which would allow Developer to continue to operate the Project at the Site.
- T. On _____, 2021, pursuant to Government Code section 65867.5 and the City Development Agreement Ordinance, and following a duly noticed and conducted public hearing, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 2021-XX.
- U. City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer.
- V. The Parties intend, through this Agreement, to allow Developer to develop and operate the Project in accordance with the terms of this Agreement.

W. The City Council has determined that this Agreement is consistent with City's General Plan and has conducted all necessary proceedings in accordance with the Oakdale Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached hereto and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Location Map
Exhibit B	Site Lease
Exhibit C	Notice of Non-Performance Penalty
Exhibit D	Indemnification Agreement
Exhibit E	Notice of Termination
Exhibit F	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional Licenses" has the meaning set forth in Section 2.4.
- (c) "Additional Licenses Public Benefit Amount" has the meaning set forth in Section 4.2.

(d) "Adult-use cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or older in California pursuant to the California Cannabis Laws.

(e) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

(f) "Application" means the application for a development agreement required by Oakdale Municipal Code section 36-36.22.

(g) "Assignment and Assumption Agreement" has the meaning set forth in Section 10.1.

(h) "AUMA" means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(i) "Authorized License" has the meaning set forth in Section 2.3.

(j) "Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(k) "California Building Standards Codes" means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Oakdale Municipal Code.

(l) "California Cannabis Laws" includes AUMA, MAUCRSA, CUA (as defined below), the Medical Marijuana Program Act of 2004 codified as Health and Safety Code sections 11362.7 through 11.62.83, and any other applicable laws that may be enacted or approved.

(m) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term "marijuana" may be used interchangeably.

(n) "Cannabis Business Pilot Program" means the cannabis business program established and authorized by Oakdale Municipal Code Chapter 37.

(o) “Cannabis Dispensary” means a business that engages in Commercial Cannabis Activity, as defined below, related to the retail sale and delivery of cannabis or cannabis products pursuant to a Type 10 license.

(p) “Cannabis product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(q) “CEQA” means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines, as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(r) “City” means the City of Oakdale, a municipal corporation having general police powers.

(s) “City Council” means the City of Oakdale City Council, as described in Oakdale Municipal Code Section 1-2.

(t) “City Development Agreement Ordinance” has the meaning set forth in Recital F.

(u) “City Manager” means the City Manager of the City of Oakdale, or his or her designee, as described in Oakdale Municipal Code Section 2-4.

(v) “Charged Party” has the meaning set forth in Section 8.1.

(w) “Charging Party” has the meaning set forth in Section 8.1.

(x) “Commercial Cannabis Activity” includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to MAUCRSA.

(y) “Major Use Permit” means a Major Use Permit issued by City pursuant to Oakdale Municipal Code Chapter 36.

(z) “CUA” means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(aa) “Developer” means MDS Business Services Inc. Developer also has the meaning set forth in Section 6.1.

(bb) “Development Agreement Statute” has the meaning set forth in Recital C.

(cc) “Exhibits” has the meaning set forth in Section 1.3.

(dd) "Gross Receipts from Operations" means total revenue actually received or receivable from operation of the Project, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;
5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payment required under Section 4.2, all sales of cannabis products through the Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

(ee) "Indemnification Agreement" has the meaning set forth in Section 6.3.

(ff) "Major Amendment" means an amendment that shall have a material effect on the terms of this Agreement. A Major Amendment also has the meaning set forth in Section 2.4. Major Amendments shall require approval by the City Council.

(gg) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(hh) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*, as may be amended from time to time.

(ii) "MCRSA" has the meaning set forth in Recital A.

(jj) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(kk) “Minor Amendment” means a clerical amendment to this Agreement that shall not materially affect the terms of this Agreement and any amendment described as minor herein. A Minor Amendment also has the meaning set forth in Section 1.7.

(ll) “Mortgage” has the meaning set forth in Article 7.

(mm) “Non-Performance Penalty” has the meaning set forth in Section 4.3.

(nn) “Notice of Non-Performance Penalty” has the meaning set forth in Section 4.3.

(oo) “Notice of Termination” has the meaning set forth in Section 9.1.

(pp) “Planning Commission” means the City of Oakdale Planning Commission, as established by Oakdale Municipal Code Section 2-27.

(qq) “Processing Costs” has the meaning set forth in Section 1.11.

(rr) “Project” has the meaning set forth in Recital D.

(ss) “Project Litigation” has the meaning set forth in Section 10.7.

(tt) “Public Benefit” has the meaning set forth in Section 4.2.

(uu) “Public Benefit Amount” has the meaning set forth in Section 4.2.

(vv) “Site” has the meaning set forth in Recital G.

(ww) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

(xx) “State Cannabis Regulations” means the regulations promulgated by the State Licensing Authority pursuant to the California Cannabis Laws.

(yy) “State Taxing Authority” has the meaning set forth in Section 4.2.

(zz) “Subsequent City Approvals” has the meaning set forth in Section 3.1.

(aaa) “Term” has the meaning set forth in Section 1.7.

(bbb) “Type 10 license” or “Retailer” means a state license issued by the Bureau pursuant to the California Cannabis Laws for the retail sale of cannabis and cannabis products.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development, and that City has no interest therein, except as authorized in the

exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is five (5) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) Government Tolling or Termination. City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is required, directed, or believes, in its sole and absolute discretion, it must temporarily halt or terminate Commercial Cannabis Activity within the City to comply with federal or state law. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for no longer than one (1) calendar year (the "Tolling Period"). Developer shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling period exceeds one (1) calendar year to comply with federal or state law.

(b) Developer Tolling or Termination. Developer may not temporarily halt or terminate this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement or by mutual agreement of the Parties.

Section 1.8. Priority of Enactment. In the event of a conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (d) Major Use Permit, (e) Indemnification Agreement, and (f) Subsequent City Approvals.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited ten Thousand Dollars (\$10,000) with City to pay for the Application, all actual fees and expenses incurred by City that are related to the preparation and processing of this Agreement, including recording fees, publishing fees, staff time, and consultant and attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City.

(a) Apportionment of Processing Costs. If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may terminate this Agreement.

(b) Accounting. Developer may request, and City shall issue within a reasonable time not to exceed thirty (30) days, an accounting and written acknowledgement of Processing Costs paid to City.

ARTICLE 2

DEVELOPMENT OF PROPERTY

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the Major Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license type (the "Authorized License"):

Type 10	Retailer
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Developer shall be permitted to use the Site consistent with the Authorized License for the Term of this Agreement and during the time Developer is applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to

Developer, Developer shall immediately cease Commercial Cannabis Activity on the Site. Developer shall also, within thirty (30) days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State of California, Developer shall immediately cease operations. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Major Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Major Use Permit. The exercise of this discretion is not prohibited or limited in any way by this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

(a) Contemplated City Rules and Guidelines. City anticipates issuing additional rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. City may establish requirements that are identical to or place a higher standard of care as existing provisions of the California Cannabis Laws, State Cannabis Regulations, or any amendments thereto. City reserves the right to adopt additional categories of rules or guidelines that are not listed in this section as part of the Cannabis Business Pilot Program. Developer will be required to comply with any and all administrative guidelines adopted by City that govern or pertain to the Project.

Section 2.5. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Oakdale Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Major Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Oakdale Municipal Code changes shall not be applied to the Site or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.6. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer

or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.7. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Oakdale Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.8. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.9. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Oakdale Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Cannabis Business Pilot Program. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Oakdale Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.10. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the Project contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably

possible to so address such health and safety emergency in a way that does not have a material adverse impact on the Project, City may select an option which, in its discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Oakdale Municipal Code, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Oakdale Municipal Code, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation Between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder, or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4

PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that commensurate with the private benefits conferred on Developer (the "Public Benefit"). In consideration of the foregoing, for the Project, Developer shall remit to City as follows:

Effective Date	Public Benefit Due.
First (1 st) Business Day of 1 st Month Following effective date of this Amended and Re-Stated Development Agreement.	\$15,000 or 5.0% of Gross Receipts from Operations each month.

(b) The Public Benefit Fee defined above shall increase annually. Said increase shall be based upon the San Francisco-Bay Area Consumer Price Index (CPI).

(c) Collectively, the Project Public Benefit Amount and the Additional Licenses Public Benefit Amount shall be known as the "Public Benefit Amount."

(d) Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either's successor agency (the "State Taxing Authority") for sales tax purposes showing the true and correct amount of Gross Receipts from Operations of the Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City.

Section 4.3. Reporting. Developer shall provide City with copies of any reports provided to a State Licensing Authority within forty-five (45) days of that submission.

Any failure or refusal of Developer to provide any statement or report to City, the State Taxing Authority, or any other State Licensing Authority, as required within the time required, or to pay such sums due hereunder when the same are due and payable in

accordance with the provisions of this Agreement, may constitute full and sufficient grounds for the revocation or suspension of the Major Use Permit.

Section 4.4. Records. Developer shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code and the applicable State Cannabis Regulations. All records required by this Section shall be maintained and made available for City's examination and duplication (physical or electronic) at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due, as required by this Agreement, including the Public Benefit Amount, City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as **Exhibit C**. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) days following delivery of the Notice of Non-performance Penalty.

Section 4.7. Protections from City Tax. Notwithstanding Section 4.2, for the Term of this Agreement, Developer shall be exempt from any City tax, including a business license tax, on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Stanislaus, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement).

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods and the existing level of service of City infrastructure and services to accommodate for the Project.

**ARTICLE 6
INSURANCE AND INDEMNITY**

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Developer" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) Workers' Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project and, should any of the work be subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any

workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained by Developer.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Major Use Permit, or Subsequent City Approvals. Developers shall execute the indemnification agreement ("Indemnification Agreement") attached hereto as **Exhibit D**.

Section 6.4. Failure to Indemnify; Waiver. Failure by Developer to indemnify City, when required by this Agreement and the Indemnification Agreement, shall constitute a material breach of this Agreement and of any applicable Major Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Major Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right

to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against City or City's Agents based on City's rescission or revocation of any Major Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

ARTICLE 7 MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing. City agrees to not unreasonably withhold its authorization.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than ten (10) days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such ten (10) calendar day period, the Charged Party shall not be considered in default for

purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the ten (10) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within ten (10) days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement, and give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Major Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 within thirty (30) days from the expiration of the ten (10) day notice period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in ten (10) days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice. An extension of the 10-day cure period may be given by mutual consent of the Parties.

(f) In the event Developer is in default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this

Agreement or the Project's performance, at least seven (7) days prior to such periodic review. Developer shall be entitled to appeal a determination of City or the City Manager to the City Council. Any appeal must be filed within ten (10) days of the decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or the City Council, as applicable. The reasonable cost for City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by City in connection with the review.

Section 8.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 9.1(c) of this Agreement.

Section 8.6. Forced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

Section 8.7. Appeals. Developer may appeal any adverse decision or action of City pursuant to Oakdale Municipal Section 36-23.29.

ARTICLE 9 TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as **Exhibit E**, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, Section 10.10, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of the Site or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager. This assignment prohibition applies to the corporate and business entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as **Exhibit F**.

Attn: Mark Ponticelli, CEO

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services ("JAMS"). Judgment on the award may be entered in any court having jurisdiction thereof.

Section 10.5. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by an arbitrator or court of competent jurisdiction to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the

defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who, after the Effective Date and recording of this Agreement, owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Joint and Several Liability. Developer shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party. Developer agrees that City may impose a lien and seek foreclosure on any parcel of the Site due to any default by Developer.

Section 10.11. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or State Cannabis Regulations, as may be amended from time to time.

Section 10.12. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be the JAMS Resolution Center in Sacramento, California.

(b) Waiver. A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) Completeness of Instrument. This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

(e) Captions. The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) Term Includes Extensions. All references to the Term of this Agreement shall include any extensions of such Term.

(i) 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.

(j) Other Documents. The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) Time is of the Essence. Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) **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 state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) **Document Preparation.** This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

(n) **Advice of Legal Counsel.** 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.

(o) **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, 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.

(p) **Calculation of Time Periods.** All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

"CITY"

"DEVELOPER"

Dated: _____, 2021

Dated: _____, 2021

CITY OF OAKDALE, CA
a California Municipal Corporation

MDS Business Services Inc., a California
nonprofit mutual benefit corporation

By: _____
Its: Bryan Whitemyer
City Manager

By: _____
Its: Mark Ponticelli
CEO

(l) **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 state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

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"CITY"

Dated: _____, 2021

CITY OF OAKDALE, CA
a California Municipal Corporation

By: _____
Its: Bryan Whitemyer
City Manager

"DEVELOPER"

Dated: 4-1 _____, 2021

MDS Business Services Inc., a California
nonprofit mutual benefit corporation

By: 
Its: Mark Ponticelli
CEO

(CW051840.3)

Attest:

By: _____
Rouze Roberts
Its: City Clerk

Approved as to Form:

By: _____
Thomas P. Hallinan
Its: City Attorney

California All-Purpose Acknowledgment

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

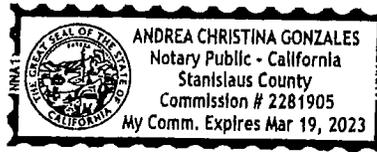
State of California)
County of Stanislaus)

On April 1 2021, before me Andrea Christina Gonzales, a Notary Public, personally appeared MARK Ponticelli who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

[Handwritten Signature]
(Signature)



(Seal)

Exhibit A
Location Map



Exhibit B

Site Lease

COMMERCIAL LEASE
(General Form)

- 1. **PARTIES.**
This Lease is made and entered into this 16th day of June by and between Matel Property Management agent for: Ted Rosen dba Rotech dev. (hereinafter referred to as "Landlord") and Mark Ponticelli, Marlowe Mercado & Dominic Truhalt dba Call Bliss (hereinafter referred to as "Tenant").
- 2. **PREMISES.**
Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth that certain real property and the building and other improvements located thereon situated in the City of Oakdale, County of STANISLAUS, State of CALIFORNIA, commonly known as 570 Armstrong, and described as Office building(said real property is hereinafter called the "Premises").
- 3. **TERM.**
The term of this Lease shall be for Five Years, commencing on June 16th, 2017 and ending on June 15th, 2022, unless sooner terminated as hereinafter provided, if the permit for use is not granted by the City of Oakdale to the business here in referred to as Call Bliss. This contract becomes void upon notice of denial of permit, and the premises to be vacated within 30 days of denial. ** see below

RENT.
Tenant shall pay Landlord as rent for the Premises the following sums \$1500.00 per month, in advance on the first day of each month during the term of this Lease, upon permit being approved and obtain from the City of Oakdale the rental amount will then be \$1900.00 per month for the balance of that first year.

During year 2 and 3 of the term of this Lease, the sum of Twenty-two hundred dollars, (\$2200.00) dollars per month.

During year 4 and 5 of the term of this Lease, the sum of Twenty-five hundred dollars (\$2500.00) dollars per month.

During the ___ year through the ___ year of the term of this Lease, the sum of _____ (\$ _____) dollars per month.

Tenant shall pay to Landlord upon the execution of this Lease the sum of Seven Thousand-Five Hundred (\$7,500.00) dollars as rent for July 1, 2017 through October 15, 2017. Rent for any period during the term of this Lease which is for less than one (1) month, shall be a pro rata portion of the monthly installment. Rent shall be payable without notice or demand and without any deduction, off-set, or abatement in lawful money of the United States to the Landlord at the address stated herein for notices or to such other persons or such other places as the Landlord may designate to Tenant in writing.

- 4. **SECURITY DEPOSIT.**
Tenant shall deposit with Landlord upon the execution of the Lease the sum of Twenty-Five Hundred \$2500.00 (dollars) as a security deposit for the Tenant's faithful performance of the provisions of this Lease. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use the security deposit, or any portion of it, to cure the default or compensate Landlord for all damages sustained by Landlord resulting from Tenant's default. Tenant shall immediately on demand pay to Landlord the sum equal to that portion of the security deposit expended or applied by Landlord which was provided for in this paragraph so as to maintain the security deposit in the sum initially deposited with Landlord. Landlord shall not be required to keep the security deposit separate from its general account not shall Landlord be required to pay Tenant any interest on the security deposit. If Tenant performs all of Tenant's obligations under this Lease, the security deposit or that portion thereof which has not previously been applied by the Landlord, shall be returned to Tenant within twenty-one (21) days after the expiration of the term of this Lease, or after Tenant has vacated the Premises, whichever is later.

** A non-refundable fee of \$15,000 is to be paid upon signing of contract in a cashier check form, this is a placement

Tenant(s) Initials MM/M DA

Owner / Agent Initials [Signature]

Continued From Page 1

Final Settlement Statement

Settlement Date: 12/29/2017
Print Date: 01/02/2018

File No: 55704-1542770-17
Officer: Susy Eng/gb

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Disbursements Paid:		
		Natural Hazard Disclosure to Disclosure Source	129.00	
		3.33% withholding to Franchise Tax Board	16,850.00	
155.03		Cash (From) (X To) Buyer		
		Cash (X To) (From) Seller	445,584.15	
501,344.09	501,344.09	Totals	505,016.08	505,016.08

Except as provided in Article 12, and except for damage caused by any negligent or intentional act or omission of Tenant, Tenant's agents, employees, or invitees, Landlord at its sole cost and expense shall keep in good condition and repair the foundations, exterior walls, and exterior roof of the Premises. Landlord shall also maintain the unexposed electrical, plumbing, and sewage systems including, without limitation, those portions of the systems lying outside the Premises; window frames, gutters and down spouts on the building, all sidewalks, landscaping, and other improvements that are a part of the Premises or of which the Premises are a part. The Landlord shall also maintain the heating, ventilating and air conditioning systems servicing the Premises. Landlord shall resurface and repave the parking area on or adjacent to the Premises when necessary. Landlord shall have thirty (30) days after notice from Tenant to commence to perform its obligations under this Article 9, except that Landlord shall perform its obligations immediately if the nature of the problem presents a hazard or emergency situation. If the Landlord does not perform its obligations within the time limit set forth in this paragraph, Tenant can perform said obligations and shall have the right to be reimbursed for the amount that the Tenant actually expends in the performance of Landlord's obligations. If Landlord does not reimburse Tenant within thirty (30) days after demand from Tenant, Tenant's sole remedy shall be to institute suit against the Landlord, and Tenant shall not have the right to withhold from future rent the sums Tenant has expended.

(b) Tenant's Obligations.

Subject to the provisions of sub-paragraph (a) above and Article 12, Tenant at Tenant's sole cost and expense shall keep in good order, condition, and repair the Premises and every part thereof including, without limitation, all Tenant's personal property, fixtures, signs store fronts, plate glass, show windows, doors, interior walls, interior ceiling, and lighting facilities.

If Tenant fails to perform Tenant's obligation as stated herein, Landlord may at its option (but shall not be required to), enter the Premises, after ten (10) days prior written notice to Tenant, put the same in good order, condition, and repair, and the costs thereof together with interest thereon at the rate of ten (10%) percent per annum shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.

9. ALTERATIONS AND ADDITIONS.

Tenant shall not, without the Landlord's prior written consent, make any alterations, improvements, or additions in or about the Premises except for non-structural work which does not exceed \$1,000.00 in cost. As a condition to giving any such consent, the Landlord may require the Tenant to remove any such alterations, improvements, or additions at the expiration of the term, and to restore the Premises to their prior condition by giving Tenant thirty (30) days written notice prior to the expiration of the term that Landlord requires Tenant to remove any such alterations, improvements, or additions that Tenant has made to the Premises. If Landlord so elects, Tenant at its sole cost shall restore the Premises to the condition designated by Landlord in its election before the last day of the term of the Lease.

Before commencing any work relating to the alterations, additions, or improvements affecting the Premises, Tenant shall notify Landlord in writing of the expected date of the commencement of such work so that Landlord can post and record the appropriate notices of non-responsibility to protect Landlord from any mechanic's liens, materialman liens, or any other liens. In any event, Tenant shall pay, when due, all claims for labor and materials furnished to or for Tenant at or for use in the Premises. Tenant shall not permit any mechanic's liens or materialman's liens to be levied against the Premises for any labor or material furnished to Tenant or claimed to have been furnished to Tenant or Tenant's agents or contractors in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of the Tenant. Tenant shall have the right to assess the validity of any such lien if, immediately on demand by the Landlord, Tenant procures and records a lien release bond meeting the requirements of California Civil Code Section 3143 and shall provide for the payment of any sum that the claimant may recover on the claim (together with the costs of suit, if it is recovered in the action).

Unless the Landlord requires their removal as set forth above, all alterations, improvements or additions which are made on the Premises by the Tenant shall become the property of the Landlord and remain upon and be surrendered with the Premises at the expiration of the term. Notwithstanding the provisions of this paragraph, Tenant's trade fixtures, furniture equipment and other machinery, other than that which is affixed to the Premises so that it cannot be removed without material of structural damage to the Premises, shall remain the property of the Tenant and removed by Tenant at the expiration of the term of this Lease.

10. INSURANCE; INDEMNITY.

(a) Fire Insurance

Tenant(s) Initials



Owner / Agent Initials



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TENANT at its cost shall maintain during the term of this Lease on the Premises a policy or policies of standard fire and extended coverage insurance to the extent of at least ninety (90%) percent of full replacement value thereof. Said insurance policies shall be issued in the names of Landlord and Tenant, as their interests may appear.

- (b) **Liability Insurance.** Tenant at its sole cost and expense shall maintain during the term of this Lease public liability and property damage insurance with a single combined liability limit of five hundred thousand (\$500,000.00) dollars, and property damage limits of not less than one hundred thousand (\$100,000.00) dollars, insuring against all liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions in subparagraph (d) below, but the limits of such insurance shall not, however, limit the liability of Tenant hereunder. Both Landlord and Tenant shall be named as additional insured, and the policies shall contain cross-liability endorsements. If Tenant shall fail to procure and maintain such insurance the Landlord may, but shall not be required to, procure and maintain same at the expense of Tenant and the cost thereof, together with interest thereon at the rate of ten (10%) percent per annum, shall become due and payable as additional rental to Landlord together with Tenant's next rental installment.
- (c) **Waiver of Subrogation.** Tenant and Landlord each waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Each party shall cause each insurance policy obtained by it hereunder to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any such policy.
- (d) **Hold Harmless.** Tenant shall indemnify and hold Landlord harmless from and against any and all claims arising from Tenant's use or occupancy of the Premises or from the conduct of its business or from any activity, work, or things which may be permitted or suffered by Tenant in or about the Premises including all damage, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action or proceeding arising therefrom. Except for Landlord's willful or grossly negligent conduct, Tenant hereby assumes all risk of damage to property or injury to person in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.
- (e) **Exemption of Landlord from Liability.** Except for Landlord's willful or grossly negligent conduct, Tenant hereby agrees that Landlord shall not be liable for any injury to Tenant's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises; nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, contractors, or invitees, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air-conditioning, or lighting fixtures, or from any other cause, whether such damage results from conditions arising upon the Premises or upon other portions of the building in which the Premises are a part, or from any other sources or places. Landlord shall not be liable to Tenant from any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

11. **DAMAGE OR DESTRUCTION.**

- (a) **Damage - Insured.** If, during the term of this Lease, the Premises and/or the building and other improvements in which the Premises are located are totally or partially destroyed rendering the Premises totally or partially inaccessible or unusable, and such damage or destruction was caused by a casualty covered under an insurance policy required to be maintained hereunder, Landlord shall restore the Premises and/or the building and other improvements in which the Premises are located into substantially the same condition as they were in immediately before such damage or destruction, provided that the restoration can be made under the existing laws and can be completed within one hundred twenty (120) working days after the date of such destruction or damage. Such destruction or damage shall not terminate this Lease.

Tenant(s) initials MM

Owner / Agent Initials [Signature]

If the restoration cannot be made in said 120 day period, then within fifteen (15) days after the parties hereto determine that the restoration cannot be made in the time stated in this paragraph, Tenant may terminate this Lease immediately by giving notice to Landlord and the Lease will be deemed cancelled as of the date of such damage or destruction. If Tenant fails to terminate this Lease and the restoration is permitted under the existing laws, Landlord, at its option, may terminate this Lease or restore the Premises and/or any other improvements in which the Premises are located within a reasonable time and this Lease shall continue in full force and effect. If the existing laws do not permit the restoration, either party can terminate this Lease immediately by giving notice to the other party.

Notwithstanding the above, if the Tenant is the insuring party and if the insurance proceeds received by Landlord are not sufficient to effect such repair, Landlord shall give notice to Tenant of the amount required in addition to the insurance proceeds to effect such repair. Tenant may, at Tenant's option, contribute the required amount, but upon failure to do so within thirty (30) days following such notice, Landlord's sole remedy shall be, at Landlord's option and with no liability to Tenant, to cancel and terminate this Lease. If Tenant shall contribute such amount to Landlord within said thirty (30) day period, Landlord shall make such repairs as soon as reasonably possible and this Lease shall continue in full force and effect. Tenant shall in no event have any right to reimbursement for any amount so contributed.

- (b) **Damage – Uninsured.**
In the event that the Premises are damaged or destroyed by a casualty which is not covered by the fire and extended coverage insurance which is required to be carried by the party designated in Article 11, Section (a) above, then Landlord shall restore the same; provided that if the damage or destruction is to an extent greater than ten (10%) percent of the then replacement cost of the improvements on the Premises (exclusive of Tenant's trade fixtures and equipment and exclusive of foundations and footings), then Landlord may elect not to restore and to terminate this Lease. Landlord must give to Tenant written notice of its intention not to restore within thirty (30) days from the date of such damage or destruction age, if not given, Landlord shall be deemed to have elected to restore and in such event shall repair any damage as soon as reasonably possible. In the event that Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Tenant shall have the right, within ten (10) days after receipt of such notice, to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event the Lease shall continue in full force and effect and Tenant shall proceed to make such repairs as soon as reasonably possible. If the Tenant does not give such notice within such ten (10) day period, this Lease shall be cancelled and be deemed terminated as of the date of the occurrence of such damage or destruction.
- (c) **Damage Near the End of the Term.**
If the Premises are totally or partially destroyed or damaged during the last twelve (12) months of the term of this Lease, Landlord may, at Landlord's option, cancel and terminate this Lease as of the date of the cause of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of the occurrence of such damage; provided, however, that, if the damage or destruction occurs within the last 12 months of the term and if within fifteen (15) days after the date of such damage or destruction Tenant exercises any option to extend the term provided herein, Landlord shall restore the Premises if obligated to do so as provided in subparagraph (a) or (b) above.
- (d) **Abatement of Rent.**
If the Premises are partially or totally destroyed or damaged and Landlord or Tenant repairs or restores them pursuant to the provisions of this Article 12, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's reasonable use of the Premises is impaired. Except for the abatement of rent, if any, Tenant shall have no claim against Landlord for any damages suffered by reason of any such damage, destruction, repair or restoration.
- (e) **Trade Fixtures and Equipment.**
If Landlord is required or elects to restore the Premises as provided in this Article, Landlord shall not be required to restore Tenant's improvements, trade fixtures, equipment or alterations made by Tenant, such excluded items being the sole responsibility of the Tenant to restore hereunder.
- (f) **Total Destruction-Multitenant Building.**

Tenant(s) Initials

JMM
MS

Owner / Agent Initials



5

If the Premises are a part of a multitenant building and there is destruction to the Premises and/or the building of which the Premises are a part that exceeds fifty (50%) percent of the then placement value of the Premises and/or the building in which the Premises are a part from any cause whether or not covered by the Insurance described in Article 11 above, Landlord may, at its option, elect to terminate this Lease (whether or not the Premises are destroyed) so long as Landlord terminates the leases of all other tenants in the building of which the Premises are a part, effective as of the date of such damage or destruction.

12. **CONDEMNATION.**

If the Premises or any portion thereof are taken by the power of eminent domain, or sold by Landlord under the threat of exercise of said power (all of which is herein referred to as "condemnation"), this Lease shall terminate as to the part so taken as of the date of the condemning authority takes title or possession, whichever occurs first. If more than twenty (20%) percent of the floor area of any buildings on the Premises, or more than twenty (20%) percent of the land area of the Premises not covered with buildings, is taken by condemnation, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes possession by notice in writing of such election within twenty (20) days after Landlord shall have notified Tenant of such taking or, in the absence of such notice, then within twenty (20) days after the condemning authority shall have taken possession.

If this Lease is not terminated by either Landlord or Tenant as provided hereinabove, then it shall remain in full force and effect as to the portion of the Premises remaining, provided that the rental shall be reduced in proportion to the floor area of the buildings taken within the Premises as it bears to the total floor area of all buildings located on the Premises. In the event this Lease is not so terminated, then Landlord agrees at Landlord's sole cost and expense, to as soon as reasonably possible restore the Premises to as complete unit of like quality and character as existed prior to the condemnation.

All awards for the taking any part of the Premises or any payment made under the threat of the exercise of the power of eminent domain shall be the property of the Landlord, whether made as compensation for the diminution of the value of the leasehold or for the taking of the fee or as severance damages; provided, however, that Tenant shall be entitled to any award for loss or damage to Tenant's trade fixtures and removable personal property.

Each party hereby waives the provisions of Code of Civil Procedure 1285.130 allowing either party to petition the Superior Court to terminate this Lease in the event of a partial taking of the Premises.

Rent shall be abated or reduced during the period from the date of taking until the completion of restoration by Landlord, but all other obligations of Tenant under this Lease shall remain in full force and effect. The abatement or reduction of the rent shall be based on the extent to which the restoration interferes with Tenant's use of the Premises.

13. **ASSIGNMENT AND SUBLETTING.**

Tenant shall not voluntarily or by operation of law assign, transfer, sublet, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without such consent shall be void and shall constitute a breach of this Lease. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale of other transfer of a controlling percentage of the capital stock of Tenant, or the sale of at least fifty-one (51%) percent of the value of the assets of Tenant, shall be deemed a voluntary assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing of at least fifty-one (51%) percent of the total combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors. This paragraph shall not apply to corporations, the stock of which is traded through an exchange or over the counter.

Regardless of Landlord's consent, no subletting or assignment shall release Tenant or Tenant's obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder for the term of this Lease. The acceptance of rent by Landlord from any other person shall not be deemed a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting.

14. **DEFAULT.**

(a) Events of Default.

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The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- (1) Failure to pay rent when due, if the failure continues for five (5) days after written notice have been given to Tenant.
- (2) Abandonment and vacation of the Premises (failure to occupy the Premises for fourteen (14) consecutive days shall be deemed an abandonment and vacation).
- (3) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after written notice thereof has been given to Tenant by Landlord. If the default cannot reasonably be cured within said thirty (30) day period, Tenant shall not be in default under this Lease if Tenant commences to cure the default within the thirty (30) day period and diligently prosecutes the same to completion.
- (4) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy unless the same is dismissed within sixty (60) days; the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in the Lease, where such seizure is not discharged within thirty (30) days.

Notices given under this paragraph shall specify the alleged default and the applicable lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears as the case may be, within the applicable period of time. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice.

- (b) Landlord's Remedies.
The Landlord shall have the following remedies if Tenant commits a default under this Lease. These remedies are not exclusive but are cumulative and in addition to any remedies now or hereafter allowed by law.

Landlord can continue this Lease in full force and effect, and the Lease will continue in effect so long as Landlord does not terminate Tenant's right to possession, and the Landlord shall have the right to collect rent when due. During the period that Tenant is in default, Landlord can enter the Premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to the Landlord for all costs the Landlord incurs in reletting the Premises, including, without limitation, broker's commissions, expenses of remodeling the Premises required by the reletting, and like costs. Reletting can be for a period shorter or longer than the remaining term of this Lease. Tenant shall pay to Landlord the rent due under this lease on the dates the rent is due, less the rent Landlord receives from any reletting. No act by Landlord allowed by this paragraph shall terminate this Lease unless Landlord notifies Tenant that Landlord elects to terminate this Lease. After Tenant's default and for so long as Landlord has not terminated Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assume or sublet its interest in the Lease, by Tenant shall not be released from liability. Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld.

If Landlord elects to relet the Premises as provided in this paragraph, any rent that Landlord receives from such reletting shall apply first to the payment of any indebtedness from Tenant to Landlord other than the rent due from Tenant to Landlord; secondly, to all costs, including maintenance, incurred by Landlord in such reletting; and third, to any rent due and unpaid under this Lease. After deducting the payments as referred to in this paragraph, any sum remaining from the rent Landlord receives from such reletting shall be held by Landlord and applied in payment of future rent as rent becomes due under this Lease. In no event shall Tenant be entitled to any excess rent received by Landlord. If, on the date rent is due under this Lease, the rent received from the reletting is less than the rent due on that date, Tenant shall pay to Landlord, in addition to the remaining rent due, all costs, including maintenance, that Landlord shall have incurred in reletting that remain after applying the rent received from reletting as provided in this paragraph.

Landlord can, at its option, terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest in this Lease shall

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not constitute a termination of Tenant's right to possession. In the event of such termination, Landlord has the right to recover from Tenant:

- (1) The worth, at the time of the award, of the unpaid rent that had been earned at the time of the termination of this Lease;
- (2) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of the termination of this Lease until the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;
- (3) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and
- (4) Any other amount, including court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

"The worth at the time of award," as used in (1), (2) of this paragraph, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth at the time of award," as referred to in (3) of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one (1%) percent.

If Tenant is in default under the terms of this Lease, Landlord shall have the additional right to have a receiver appointed to collect rent and conduct Tenant's business. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by Landlord to terminate this Lease.

Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost and expense. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest thereon, shall be considered additional rent.

15. **SIGNS.**
Tenant shall not have the right to place, construct, or maintain any sign, advertisement, awning, banner, or other exterior decorations on the building or other improvements that are a part of the Premises without Landlord's prior, written consent, which consent shall not be unreasonably withheld.
16. **EARLY POSSESSION.**
In the event that the Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term of this Lease, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date of this Lease.
17. **SUBORDINATION.**
This Lease, at Landlord's option, shall be subordinate to any ground lease, mortgage, deed of trust, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part and to any and all advances made on the security thereof and to all renewal, modifications, and extensions thereof. Notwithstanding any such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay the rent and observe and perform all the other provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor shall elect to have this Lease prior to the lien of its mortgage or deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust, or ground lease, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or ground lease, or the date of recording thereof. Tenant agrees to execute any documents requiring to effect such subordination or to make this Lease prior to the lien of any mortgage, deed of trust, or ground lease, as the case may be, and failing to do so within ten (10) days after written demand from Landlord does hereby make, constitute and irrevocably appoint Landlord as Tenant's attorney in fact and in Tenant's name, place, and stead to do so.
18. **SURRENDER.**

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On the last day of the term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in good condition, broom clean, ordinary wear and tear accepted. Tenant shall repair any damage to the Premises occasioned by its use thereof, or by the removal of Tenant's trade fixtures, furnishings and equipment which repair shall include the patching and filling of holes and repair of structural damage. Tenant shall remove all of its personal property and fixtures on the Premises prior to the expiration of the term of this Lease and if required by Landlord pursuant to Article 10 (a) above, any alterations, improvements or additions made by Tenant to the Premises. If Tenant fails to surrender the Premises to Landlord on the expiration of the Lease as required by this paragraph, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to vacate the Premises, including, without limitation, claims made by any succeeding tenant resulting from Tenant's failure to surrender the Premises.

19. **HOLDING OVER.**
If the Tenant, with the Landlord's consent, remains in possession of the Premises after the expiration or termination of this Lease, such possession by Tenant shall be deemed to be a tenancy from month to month at a rental in the amount of the last monthly rental plus all other charges payable hereunder, upon all the provisions of this Lease applicable to month to month tenancy.
20. **BINDING ON SUCCESSORS AND ASSIGNS.**
The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns.
21. **NOTICES.**
Whenever under this Lease a provision is made for any demand, notice, or declaration of any kind, it shall be in writing and served either personally or sent by registered or certified United States mail, postage prepaid, addressed at the addresses set forth below.

TO LANDLORD AT: 806 14TH STREET
MODESTO, CA 95354
(209) 576-1002

TENANT AT: _____

Such notices shall be deemed to be received within forty-eight (48) hours from the time of mailing, if mailed as provided for in this paragraph.

22. **LANDLORD'S RIGHT TO INSPECTION.**
Landlord and Landlord's agent shall have the right to enter the Premises at reasonable times for the purpose of inspecting same, showing the same to prospective purchasers or lenders, and making such alterations, repairs, improvements or additions to the Premises or to the building of which the Premises are a part as Landlord may deem necessary or desirable. Landlord may, at any time, place on or about the Premises any ordinary "For Sale" signs and Landlord may, at any time during the last one hundred twenty (120) days of the term of this Lease, place on or about the Premises any ordinary "For Sale or Lease" signs, all without rebate of rent or liability to Tenant.
23. **CHOICE OF LAW.**
This Lease shall be governed by the laws of the state where the Premises are located.
24. **ATTORNEY'S FEES.**
If either Landlord or Tenant becomes a party to any litigation or arbitration concerning this Lease, the Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the other party or its authorized representatives, and not by reason of any act or omission of the party that becomes a party to that litigation or any act or omission of its authorized representatives, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorney's fees and court costs incurred by it in the litigation.
If either party commences an action against the other party arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of suit.
25. **LANDLORD'S LIABILITY.**

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The term "Landlord" as used in this Lease shall mean only the owner or owners at the time in question of the fee title or a Lessee's interest in a ground lease of the Premises; and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers to the then successor) shall be relieved from and after the date of such transfer of all liability in respect to Landlord's obligations thereafter to be performed. The obligations contained in this Lease to be performed by Landlord shall be binding upon the Landlord's successors and assigns, only during their respective periods of ownership.

26. **WAIVERS.**
No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of its acceptance to such rent.
27. **INCORPORATION OF PRIOR AGREEMENTS.**
This lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified only in writing, and signed by the parties in interest at the time of such modification.
28. **TIME.**
Time is of the essence of this Lease.
29. **SEVERABILITY.**
The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions hereof unenforceable, invalid or illegal.
30. **ESTOPPEL CERTIFICATES.**
Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modification. The certificate shall also state the amount of minimum monthly rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent, if any, as well as acknowledging that there are not, to that party's knowledge, any uncured defaults on the part of the other party, or specifying such defaults, if any, which are claimed. Failure to deliver such a certificate within the ten (10) day period shall be conclusive upon the party failing to deliver the certificate to the benefit of the party requesting the certificate that this Lease is in full force and effect, that there are no uncured defaults hereunder, and has not been modified except as may be represented by the party requesting the certificate.
31. **COVENANTS AND CONDITIONS.**
Each provision of this Lease performable by Tenant shall be deemed both a covenant and a condition.
32. **SINGULAR AND PLURAL.**
When required by the context of this Lease, the singular shall indicate the plural.
33. **JOINT AND SEVERAL OBLIGATIONS.**
"Party" shall mean Landlord and Tenant; and if more than one person or entity is the Landlord or Tenant, the obligations imposed on that party shall be joint and several.
34. **OPTION TO END.**
Provided that Tenant shall not then be in default hereunder, Tenant shall have the option to extend the term of this Lease for 0 year periods upon the same terms and conditions herein contained, except for fixed minimum monthly rentals, upon delivery by Tenant to Landlord of written notice of its election to exercise such option(s) at least ninety (90) days prior to the expiration of the original (or extended) term hereof. The parties hereto shall have thirty (30) days after the Landlord receives the option notice in which to agree on the minimum monthly rental during the extended term(s). If the parties agree on the minimum monthly rent for the extended term(s) during the period, they shall immediately execute an amendment to this Lease stating the minimum monthly rent. In the event that there is more than one option to extend the term of this Lease, the parties hereto shall negotiate the minimum monthly rent for the

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extended term(s) within said thirty (30) day period, the option notice shall be of no effect this Lease shall expire at the end of the term. Neither party to this Lease shall have the right to have a court or other third party set the minimum monthly rent.

35. **ADDENDUM.**

Any addendum attached hereto and either signed or initialed by the parties shall be deemed a part hereof and shall supersede any conflicting terms or provisions contained in this Lease.

1. A \$100 LATE FEE WILL BE CHARGED TO ACCOUNT IF RENT IS PAID AFTER THE 5TH OF EACH MONTH
2. AN ADDITIONAL \$200.00 PER MONTH WILL BE DUE AND APPLIED TO YOUR ELECTRIC USAGE. THE ACTUAL USAGE WILL BE AUDITED IN JANUARY AND JULY OF EACH YEAR AND THE BALANCE BILLED OR CREDITED TO TENANT ACCOUNT, DUE AND PAYABLE WITHIN 15 DAYS.

The parties hereto have executed this Lease on the date first above written.

Tenant:

[Signature] 6/15/17
Signature Date
M. [Signature] 6/15/17
Signature Date
[Signature] 6/16/17
Signature Date

Owner by Agent:

Matel Property Management

By [Signature]
Signature Date
Manager / Assistant

Tenant(s) Initials MM UP

Owner / Agent Initials [Signature]

Exhibit C

Notice of Non-Performance Penalty

DATE: _____, 2021

PARTIES: CITY OF OAKDALE, a California municipal corporation
280 North Third Avenue
Oakdale, California 95361

MDS Business Services, Inc., a California nonprofit mutual
benefit corporation

_____, CA _____

THIS NOTICE OF NON-PERFORMANCE PENALTY ("Penalty Notice") is being executed by the City of Oakdale, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California, on _____, 2021, City recorded a development agreement between City and MDS Business Services, Inc., dated _____, 2021 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary.
- B. Pursuant to Section 4.2 of the Development Agreement, Developer agrees to pay to City a Public Benefit on the first business day of each month during the term of the Development Agreement.
- C. On _____, 20__, the Public Benefit was due to City by Developer. City did not receive payment.
- D. Pursuant to Section 4.5 of the Development Agreement, if Developer fails to make payment when it is due, City may impose a penalty of one percent (1%) of the total of the past due amounts ("Penalty"). As of _____, 20__, the past due amount equals \$_____. The Penalty owed by Developer equals \$_____ ("Penalty Amount").
- E. Pursuant to Section 4.5 of the Development Agreement, Developer shall make payment of the Penalty Amount in a single installment due within fifteen (15) days of delivery of this Penalty Notice ("Penalty Due Date").

F. Pursuant to Section 4.6 of the Development Agreement, if Developer fails to pay the Penalty Amount before the Penalty Due Date, then, in addition to the Penalty Amount specified in subdivision (D), Developer shall pay City interest on the Penalty Amount, at the rate of eighteen percent (18%) per annum ("Penalty Interest Payment"), computed from the Penalty Due Date specified in subdivision (E). The Penalty Interest Payment is due fifteen (15) days following delivery of the Penalty Due Date. As of _____, 20__, the Penalty Interest Payment amount equals \$_____.

G. Nothing contained herein shall constitute a waiver of City's future claims for the Public Benefit, Penalty, or interest on the Penalty.

NOW, THEREFORE, City hereby provides Developer the Penalty Notice required by Section 4.5 of the Development Agreement. This Penalty Notice shall be effective upon notice pursuant to Section 10.3 of the Development Agreement.

CITY OF OAKDALE,
a California municipal corporation

By: _____
City Manager

Exhibit D

INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING ("Agreement") is made and entered into on this ___ day of _____ 2021, ("Effective Date") by and between the City of Oakdale, a municipal corporation, ("City") and MDS Business Services, Inc., a California non-profit mutual benefit corporation (collectively, "Applicant"). City and Applicant may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. In 1996, the people of the state of California approved Proposition 215, the Compassionate Use Act of 1996 ("CUA"). The CUA enables seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted Senate Bill 420, entitled the Medical Marijuana Program ("MMP"), which authorizes qualified patients and their primary caregivers to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code.

B. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

C. On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act ("AUMA"). AUMA legalizes the cultivation, commercial sale, and possession of recreational cannabis for adults age 21 and older.

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

E. On December 7, 2017, California state cannabis licensing authorities issued emergency regulations that apply to AUMA and MAUCRA and further regulate businesses engaged in commercial cannabis activity.

F. Oakdale Municipal Code ("O.M.C.") Chapter 37 authorizes cannabis businesses to operate within the City under specified restrictions pursuant to a Cannabis Pilot Program.

G. Applicant intends to improve, develop, and use real property to operate a cannabis dispensary (the "Project") within the City in strict compliance with MAUCRSA and O.M.C. Chapter 37.

H. Applicant has an agreement to lease that certain real property located at 570 Armstrong Way in the City of Oakdale, identified as Stanislaus County Assessor's Parcel Number 064-039-055 (the "Property"), shown on **Exhibit A** attached hereto ("Property Description"). Developer intends to improve and operate the Project on the Property.

I. As a condition of approval of the Land Use Entitlements, City has required Applicant to enter into this Agreement.

J. It is in the public interest for City and Applicant to enter into this Agreement, as Applicant will benefit from City's processing of the Project.

K. Applicant desires to enter into this Agreement to fulfill a condition of approval of the Project, which is a prerequisite for construction of the Project.

AGREEMENT

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

Section 1. 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 Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Applicant's Indemnification Obligations.

2.1. Indemnification for Land Use Entitlements. To the fullest extent permitted by law, Applicant shall indemnify, and hold City harmless and its agents, elected and appointed officials, officers, employees, and volunteers (collectively, "City's Agents")

from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul, an approval concerning the Land Use Entitlements by reason of the action or inaction of City, or City's Agents. Applicant's duty to indemnify and hold harmless shall not extend to any claim, action or proceeding arising from the gross negligence or willful misconduct of City, or City's Agents.

Applicant's obligations under this Agreement to indemnify City shall apply to any claim, lawsuit or challenge against City brought against the Project, specifically including, but not limited to, any legal challenge based on the California Environmental Quality Act, codified in California Public Resources Code section 21000 et seq.; actions or proceedings brought to challenge the validity of environmental documents prepared in conjunction with the approval of the Project or Land Use Entitlements, or the requirements of any other federal, state, or local laws, including, but not limited to, general plan, specific plan, and zoning requirements.

2.2. Tender of Defense. Upon receiving notice of a claim and pursuant to Article 6 of the Land Use Entitlements, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. Regardless of whether Applicant chooses to defend City pursuant to Section 6.4 of the Land Use Entitlements, City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

2.3. Deposit for Costs. Applicant shall make a refundable deposit to City within thirty (30) days of written notification from City ("Cost Deposit"), to cover the estimated fees and costs associated with City's defense of any claim, action or proceeding. Applicant shall make any and all additional payments to City to replenish the Cost Deposit within thirty (30) days of written notice from City.

2.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of the Land Use Entitlements, which shall entitle City to all remedies available under law including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of the Land Use Entitlements. Applicant's failure to indemnify City shall be a waiver by Applicant of any right to proceed with the Project, or any portion thereof, and a waiver of Applicant's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of the Land Use Entitlements, or City's failure to defend any claim, action or proceeding based on Applicant's failure to indemnify City.

2.5. Satisfaction of Judgment. With respect to any claims, demands, acts, causes of action, damages, costs, expenses, settlements, losses or liabilities which

Applicant has indemnified City against, Applicant shall pay and satisfy any judgment, award, settlement or decree that may be rendered or agreed against City and City's Agents arising out of any final, non-appealable judicial or administrative action.

2.6. Payment of Costs and Fees. Applicant's obligations under this Agreement to defend and indemnify City shall include, but not be limited to, payment of all court costs and attorneys' fees, all litigation-related costs, all costs of any judgments or awards against City, or all settlement costs which arise out of City's processing or approval of the Project.

2.7. Continuing Obligation. Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate or otherwise transfer all or any of the rights or obligations of this Agreement, and notwithstanding a change in or transfer of ownership of the real property upon which the Project is located (or any interest therein). However, Applicant may be released from such obligations if Applicant obtains City's prior written consent to such transfer, which consent shall not be unreasonably withheld.

Section 3. City's Obligations. City shall notify Applicant of any claim, action or proceeding within ten (10) business days of receiving service of any claim, action or proceeding. If City fails to notify Applicant of any claim, action, or proceeding, Applicant shall not, thereafter, be responsible to defend, indemnify, or hold City harmless. City shall have and retain, in its sole discretion, the right to not participate in the defense of any claim, action, or proceeding. At its sole discretion, City may participate at its own expense in the defense, but such participation shall not relieve Applicant of any obligation imposed by this Agreement.

Section 4. Notice. Any notice or communication required hereunder between City and Applicant must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday or holiday, shall be deemed to have been given and received on the next normal business day. 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
280 North Third Avenue
Oakdale, California 95361
Attention: City Clerk

With copy to City of Oakdale
280 North Third Avenue
Oakdale, California 95363
Attn: City Manager
bwhitemyer@ci.oakdale.ca.us

and White Brenner, LLP
1414 K Street, 3rd Floor
Sacramento, California 95814
Attention: Douglas L. White, Esq.
doug@whitebrennerllp.com

If to Applicant: MDS Business Services, Inc.
570 Armstrong Way
Oakdale, California 95361
Attn: Mark Ponticelli, CEO

Section 5. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by City and Applicant.

Section 6. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 7. Agreement is Voluntary. The Parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion, and not in reliance on any promises, representations, or statements made by the other

Party other than those contained in this Agreement. This Agreement incorporates the entire understanding of the Parties and recites the sole consideration of the promises and agreements contained within it. The Parties have read this Agreement and are fully aware of its contents and legal effect.

Section 8. Time of Essence. Time is of the essence for this Agreement, and each section contained within this Agreement is made and declared to be a material, necessary, and essential part of this Agreement.

Section 9. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10. 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 state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 11. Noninterference. No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement.

Section 12. Ambiguities. 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.

Section 13. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 14. 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. The Parties will act in good faith to carry out the intent of this Agreement.

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 16. Venue. Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of Stanislaus.

Section 17. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, 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.

Section 18. 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.

Section 19. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

IN WITNESS THEREOF, the Parties have executed this Agreement on the day, month and year first above written.

APPLICANT

CITY

MDS Business Services, Inc., a California non-profit mutual benefit corporation

City of Oakdale, a California municipal corporation

By: _____

By: _____

Name: Mark Ponticelli
Its: CEO

Name: Bryan Whitemyer
Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas P. Hallinan, City Attorney

Exhibit E

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code
§ 6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 2021

PARTIES: CITY OF OAKDALE, a California municipal corporation
280 North Third Avenue
Oakdale, California 95361

MDS Business Services, Inc., a California nonprofit mutual benefit
corporation

_____, CA _____

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Oakdale, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California, on _____, 2021, City recorded a development agreement between City and _____, dated _____, 2021 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary.
- B. Pursuant to Sections 1.7 and 9.1 of the Development Agreement, the term of the Development Agreement expires five (5) years from _____, 2021.

C. Pursuant to Section 9.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ (day) of ____ (month), 2021, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF OAKDALE,
a California municipal corporation

By: _____
City Manager

Exhibit F

Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakdale
280 North Third Avenue

Oakdale, CA 95361
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code
§ 6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2021, by and between MDS Business Services Inc., a California nonprofit mutual benefit corporation ("Assignors"), and _____ ("Assignee").

RECITALS

A. On _____, 2021, Assignor and the City of Oakdale (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Oakdale, a municipal corporation of the State of California, MDS Business Services Inc., a California nonprofit mutual benefit corporation," relating to the improvement, development, and use of real property to operate a cannabis dispensary business (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Number 064-039-055 (the "Property").

B. Section 10.1 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City of Oakdale (the "City Manager").

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is

intended to meet the requirements Section 10.1 of the Development Agreement for an Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.
2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.
3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement.
4. This Agreement shall take effect and be binding only upon the City Manager's consent to and approval of the Agreement.
5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.1 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.
6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the following page]

ASSIGNOR/ DEVELOPER:

MDS Business Services Inc., a California
nonprofit mutual benefit corporation

Its: Mark Ponticelli, CEO

ASSIGNEE

_____, a
California _____

By: _____

AGREED TO AND ACCEPTED:

CITY OF OAKDALE
a California municipal corporation

City Manager



CITY OF OAKDALE
STAFF REPORT

Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Mark Niskanen, City Planner

Reviewed by: Jeff Gravel, Public Services Director

Subject: Introduction and First Reading of Ordinance No. 2021- 1276 - An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.

I. BACKGROUND

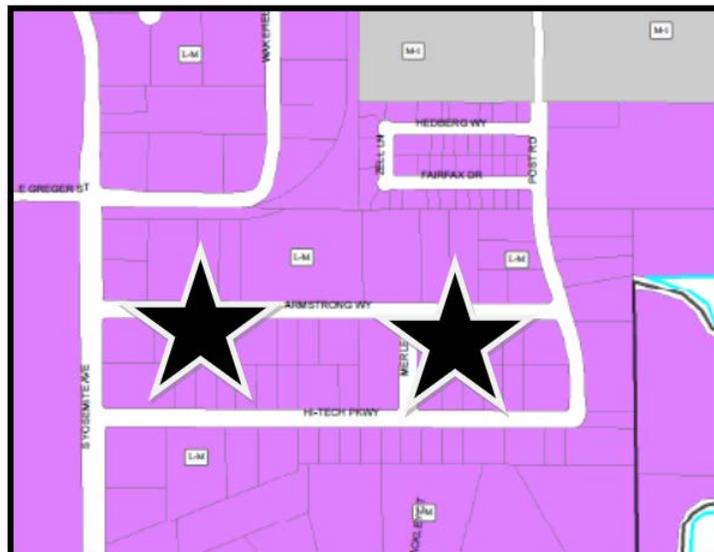
On February 20, 2018, the Oakdale City Council adopted Ordinance No. 2018-1255 which established a Cannabis Business Pilot Program to regulate all cannabis businesses within the City. At the same time, the City Council formally entered into a Development Agreement with JDI Farms, Inc. respectively, to allow JDI Farms, Inc. to open and operate a retail cannabis dispensary and associated commercial cannabis activities within the City. The Development Agreement went into effect on March 23, 2018. The Development Agreement consists of a three (3) year term and was set to expire on March 23, 2021.

On February 16, 2021, the City Council approved a ninety (90) day extension of said Development Agreement and directed City staff to prepare an amended and restated Development agreement for consideration by the Planning Commission and City Council.

JDI Farms, Inc. (commonly known as Empire Health and Wellness) currently operates a retail cannabis dispensary at 633 Armstrong Way (Assessor Parcel No. 064-039-069). The current Development Agreement allows for the operation of a "Microbusiness" operation at 517/547 Armstrong Way (Assessor Parcel No. 064-039-086, 087, 059, and 060), though operation at those locations have yet to begin.

The location map provided below depicts the location of the current retail cannabis dispensary and the future manufacturing/cultivation facility.

LOCATION MAP





CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1276 – An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Land uses surrounding the project sites are dominantly industrial. Access to Armstrong Way is provided via S. Yosemite Avenue and Post Road. The table below depicts the land uses surrounding the project sites.

Surrounding Land Uses

	Land Use	Zoning Designation	General Plan Designation
North	Industrial	L-M	Industrial
South	Industrial	L-M	Industrial
East	Industrial	L-M	Industrial
West	Industrial	L-M	Industrial

II. DISCUSSION

Existing Development Agreement

The current Development Agreement sets forth the financial obligations for the Applicant, as well as duration. As noted previously, the current Development Agreement was granted a term of three (3) years. For financial obligations, the current Development Agreement set forth the following funding requirements:

	Term	One-Time Law Enforcement Cannabis Impact Fee	Monthly Cannabis Dispensary Public Benefit Fee
JDI Farms, Inc.	Three (3) Years	\$50,000.00	Year 1 - \$15,000 or 5% of Gross Receipts from Operations, whichever is greater Year 2 - \$25,000 or 5% of Gross Receipts from Operations, whichever is greater Year 3 - \$40,000 or 5% of Gross Receipts from Operations, whichever is greater
-	-	-	Monthly Cannabis Microbusiness Public Benefit Fee
-	-	-	\$10,000 or 5% of Gross Receipts from Operations, whichever is greater

As of February 2021, based on records provided by the Finance Department, JDI Farms, Inc. has contributed \$395,000.00 to the City of Oakdale in the form of the one-time Law Enforcement Cannabis Impact Fee and the monthly Public Benefit Fee. The Public Benefit Fees required for the microbusiness component are not required until said component is in operation.

Proposed Development Agreement

Based on the direction provided by the City Council on February 16, 2021, City staff and the Applicant have developed an amended and restated Development Agreement (Attachment C) which also sets forth the term and funding obligations for the Applicant. The Applicant has also requested modifying the “Microbusiness” component of the cannabis operation to “Manufacturing and Cultivation” as their proposed intention for the 517/547 Armstrong Way site is to develop and operate a cannabis manufacturing and cultivation business, which includes obtaining a Type 7 and two (2) Type 3a Licenses from the State. Finally, the Applicant has requested to modify the “Developer” name of the amended and restated Development Agreement from “JDI Farms, Inc.” to Cali Kosher, Inc. and Empire Wellness, Inc.



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1276 – An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.

MEETING DATE: June 21, 2021

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The table below depicts the proposed term and funding obligations:

	Term	Monthly Cannabis Dispensary Public Benefit Fee
JDI Farms, Inc.	Ten (10) years	\$15,000 or 5% of Gross Receipts from Operations, whichever is greater
-	-	Monthly Cannabis Manufacturing and Cultivation Public Benefit Fee
-	-	\$7,500 or 5% of Gross Receipts from Operations each month (per license), whichever is greater

It is important to note that the monthly cannabis manufacturing and cultivation fee will be charged on a per license basis. As such, the minimum amount the City would receive each month under the terms of the amended and restated Development Agreement is \$22,500 (\$7,500 per month x 3 State Licenses).

Planning Commission Public Hearing

On May 5, 2021, the Planning Commission held a duly noticed Public Hearing and considered Draft Ordinance No. 2021-1276. By a vote of 4-0 (Commissioner Ivey was absent), the Planning Commission recommended to the City Council approval of Ordinance No. 2021-1276, recommending approval of the amended and restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc. The action taken by the Planning Commission recommended a five (5) year term for the amended and restated Development Agreement.

Term Request Filed Upon Planning Commission Hearing

Upon the Planning Commission Public Hearing, City staff received a request from the Applicant to consider allowing the term of the amended and restated Development Agreement to be increased from five (5) years to ten (10) years.

City staff has considered this request and is comfortable with the term being increased to 10-years, as there are provisions in the amended and restated Development Agreement (DA) that allow for an annual review of the DA and methods in which the City can terminate the DA if the financial terms are not met by the Applicant.

California Environmental Quality Act (CEQA)

City staff has reviewed the amended and restated Development Agreement in accordance with the CEQA Statutes and Guidelines and have determined it is exempt from further environmental review in accordance with Section 15301 of the CEQA Guidelines. City staff is recommending the preparation and filing of a Notice of Exemption with the Stanislaus County Clerk Recorder’s Office.

III. FISCAL IMPACT

The Applicant has submitted to the City the application fees required under the approved Development Agreement. Any processing fees, including Plan Check, Inspections, etc. will be funded by the Applicant. In addition, in accordance with Section 4.2 of the approved Development Agreement, the Applicant has agreed to the following:



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1276 – An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

	Term	Monthly Cannabis Dispensary Public Benefit Fee
Cali Kosher, Inc./Empire Wellness, Inc.	Ten (10) years	\$15,000 or 5% of Gross Receipts from Operations, whichever is greater
-	-	Monthly Cannabis Manufacturing and Cultivation Public Benefit Fee
-	-	\$7,500 or 5% of Gross Receipts from Operations each month (per license), whichever is greater

IV. RECOMMENDATION

The Planning Commission and City staff recommend the following action be taken by the City Council:

- 1) Motion to approve the Introduction and First Reading of Ordinance No. 2021-1276, approving an amended and restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.
- 2) Authorize City staff to prepare and file a Notice of Exemption with the Stanislaus County Clerk Recorder’s Office in accordance with Section 15301 of the CEQA Guidelines.

V. ATTACHMENTS

- Attachment A: Planning Commission Resolution No. 2021-04.
- Attachment B: Ordinance No. 2021-1276
- Attachment C: Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1276 – An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Attachment A

Planning Commission Resolution No. 2021-04



**IN THE PLANNING COMMISSION
OF THE CITY OF OAKDALE
PLANNING COMMISSION RESOLUTION 2021-04**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OAKDALE,
RECOMMENDING THAT THE CITY COUNCIL ADOPT AN ORDINANCE TO
REINSTATE AND APPROVE A DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF OAKDALE AND CALI KOSHER, INC. AND EMPIRE WELLNESS, INC.**

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

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

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

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

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq., which authorizes the City of Oakdale (the "City") and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, the City adopted Oakdale Municipal Code Chapter 36-23.20 et seq., authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and

WHEREAS, Oakdale Municipal Code section 36-23.22 requires a written application with specified data to be submitted to the Oakdale Community Development Director for consideration of any development agreement. JDI Farms submitted an application to the Oakdale Community Development Director for consideration of a development agreement for a cannabis business; and

WHEREAS, Cali Kosher, Inc. and Empire Wellness, Inc. has improved, developed, and currently use real property to continue to operate a cannabis dispensary (the "Dispensary Project") and cannabis manufacturing and cultivation operation (the



CITY OF OAKDALE

Planning Commission Resolution 2021-04

“Manufacturing and Cultivation”) within the City in strict compliance with MAUCRSA and Oakdale Municipal Code Chapter 37.

WHEREAS, Cal Kosher, Inc. and Empire Wellness, Inc. currently leases certain real property located at 633 Armstrong Way, Oakdale, CA, identified as Stanislaus County Assessor’s Parcel Number 064-039-069 (the “Dispensary Property”) and operates a retail commercial cannabis dispensary, commonly known as Empire Health and Wellness.

WHEREAS, Cal Kosher, Inc. and Empire Wellness, Inc. also has an agreement to purchase and develop that certain real property located at 517/547 Armstrong Way, Oakdale, CA, identified as Stanislaus County Assessor’s Parcel Numbers 064-039-083, 064-039-086, 064-039-087, 064-039-059, and 064-039-060 (the “Manufacturing and Cultivation Property”).

WHEREAS, City and Cal Kosher, Inc. and Empire Wellness, Inc. seek to amend and restate the development agreement for the Dispensary Project and the Manufacturing/Cultivation Project (the “Development Agreement”) pursuant to Government Code section 65864 et seq. and all applicable local and state laws; and

WHEREAS, the Planning Commission held a noticed public hearing on May 5, 2021, to consider the amended and restated Development Agreement and make recommendations to the City Council; and

WHEREAS, environmental impacts for the Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act (“CEQA”) (Public Resources Code section 21000 et seq.; California Code of Regulations, title 14, section 15000 et seq.).

WHEREAS, the Project is categorically exempt from CEQA pursuant to section 15301 of title 14 of the California Code of Regulations applicable to existing facilities involving no expansion of the facility; and

WHEREAS, the Planning Commission finds that an ordinance approving the Development Agreement will allow the City to adequately regulate and address all impacts of the Project in the City in accordance with state law; and

WHEREAS, the Planning Commission finds that the Ordinance is in the best interest of the health, welfare, and safety of the public.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City hereby recommends by this Resolution that the City Council adopt the proposed Ordinance to reinstate and approve the amended and restated Development Agreement between the City and Cali Kosher, Inc. and Empire Wellness, Inc., a California non-profit mutual benefit corporation.



CITY OF OAKDALE
Planning Commission Resolution 2021-04

**THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 5TH DAY OF
MAY 2021.**

AYES: Havard, Richardson, Heron, Velasco
NOES: None
ABSTAIN: None
ABSENT: Ivey

(4)
(0)
(0)
(1)

Signed:

Amy Velasco, Chairperson
Planning Commission

Attest:

Colleen Andersen, Secretary
Planning Commission



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1276 – An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Attachment B

Ordinance No. 2021-1276



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE **2021-1276**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OAKDALE APPROVING AN AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF OAKDALE AND CALI KOSHER, INC. AND EMPIRE WELLNESS, INC., CALIFORNIA COPORATIONS

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

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

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

WHEREAS, in January, 2019, the Bureau of Cannabis Control, the Department of Food and Agriculture, and the Department of Public Health issued final emergency regulations for all medicinal and adult-use cannabis businesses allowed under MAUCRSA. The regulations require, among other things, background checks of business owners and employees, a plan of business operation, a security plan, and environmental pollution and waste plans; and

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.*, which authorizes the City of Oakdale (the “City”) and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application; and

WHEREAS, the City adopted Oakdale Municipal Code Chapter 36-23.20 *et seq.*, authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City; and



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE 1275 (continued)

WHEREAS, in February 2018, the Oakdale City Council (the "City Council") adopted Ordinance No. 2018-1255 to enact cannabis regulations under Oakdale Municipal Code Chapter 37 pursuant to AUMA and MAUCRSA; and

WHEREAS, Oakdale Municipal Code section 36-23.22 requires a written application with specified data to be submitted to the Oakdale Public Services Director for consideration of any development agreement. Cali Kosher, Inc. and Empire Wellness, Inc. ("Developer") submitted an application to the Oakdale Public Services Director for consideration of a development agreement for a cannabis business; and

WHEREAS, Developer intends to improve, develop, and use real property to operate a cannabis dispensary (Type 10 license) and a Cultivation and Manufacturing business (Type 7 and Type 3 licenses) (the "Cannabis Project") within the City in strict compliance with MAUCRSA and Oakdale Municipal Code Chapter 37, in strict accordance with applicable state and local law, and consistent with the Oakdale General Plan, as amended; and

WHEREAS, Developer has an agreement to lease that certain real property located at 633 Armstrong Way, Oakdale, CA, identified as Stanislaus County Assessor's Parcel Number 064-039-069 (the "Cannabis Project Property"). Developer intends to operate the Cannabis Project on the Cannabis Project Property; and

WHEREAS, Developer has an agreement to lease that certain real property located at 547/517 Armstrong Way, Oakdale, CA, identified as Stanislaus County Assessor's Parcel Numbers 064-039-086, 087, 059, 060, and 083 (the "Cannabis Project Property"). Developer intends to operate the Cannabis Project on the Cannabis Project Property; and

WHEREAS, on February 12, 2018, the City and Developer entered into a development agreement for the Cannabis Project (the "Development Agreement") pursuant to Government Code section 65864 et seq. and all applicable local and state laws; and

WHEREAS, the City and Developer seek to enter into an amended Development Agreement] for the Cannabis Project (the "Development Agreement") pursuant to Government Code section 65864 et seq. and all applicable local and state laws; and

WHEREAS, the Planning Commission held a duly noticed public hearing May 5, 2021, to consider the Cannabis Project and Development Agreement and make recommendations to the Oakdale City Council ("City Council"); and

WHEREAS, environmental impacts for the Cannabis Project have been reviewed and assessed by the City pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code section 21000 et seq. and California Code of Regulations, title 14, section 15000



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE 1275 (continued)

et seq.). The Project is exempt from CEQA pursuant to Section 15301 of the CEQA Guidelines, title 14, of the California Code of Regulations applicable to projects.

WHEREAS, on [date of first reading], and [date of second reading], the City Council held duly noticed public hearings to consider the Development Agreement; and

WHEREAS, the City Council, based on its independent review and analysis of staff's recommendations, oral and written testimony, and the record as a whole, finds, after due study, deliberation, and public hearing and based on its independent judgment, that the following circumstances exist:

1. The Project is consistent with the goals, policies, and standards of the City's General Plan and all other applicable standards and ordinances of the City.
2. In accordance with Government Code section 65864 et seq., the City Council finds that the Development Agreement:
 - a. Is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and any applicable specific plan;
 - b. Will not be detrimental to the health, safety, and general welfare of persons residing in the immediate area nor detrimental to the general welfare of the residents of the City as a whole;
 - c. Will not adversely affect the orderly development of property or the preservation of property values;
 - d. Is consistent with the provisions of Government Code sections 65864 through 65869.5; and
 - e. Contains a legal description of the property.

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

SECTION 1. The City Council approves an amended Development Agreement by and between Cali Kosher, Inc. and Empire Wellness, Inc., a California Corporation, and the City for the development of the Cannabis, and instructs the City Manager to execute the Development Agreement subject to final, technical revisions as required and approved by the City Attorney.

SECTION 2. The City shall review the Development Agreement for compliance with its terms and conditions not less than once every twelve (12) months from the effective date of the Development Agreement; or as otherwise required pursuant to the terms of the Development Agreement.

SECTION 3. Notice of the public hearing on the proposed Development Agreement was published in the Oakdale Leader, a newspaper of general circulation, printed and published in the City, and notices of the public hearing on the proposed Development Agreement were mailed to all interested



IN THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA
ORDINANCE 1275 (continued)

parties and property owners within 300 feet of the property, according to the most recent assessor's roll.

SECTION 4. Environmental impacts for the Project have been reviewed and assessed by the City pursuant to CEQA (Public Resources Code section 21000 et seq.; California Code of Regulations, title 14, section 15000 et seq.).

The Project site is categorically exempt from CEQA pursuant to section 15301 of the CEQA Guidelines of title 14 of the California Code of Regulations.

SECTION 5. If any section, subsection, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

SECTION 6. This Ordinance shall become effective thirty (30) days from and after its final passage and adoption, and publication of the Ordinance shall occur in a newspaper of general circulation at least fifteen (15) days prior to its effective date, or a summary of the Ordinance published in a newspaper of general circulation at least five (5) days prior to adoption and again at least fifteen (15) days prior to its effective date.

The foregoing Ordinance was introduced at a meeting of the City Council of the City of Oakdale held on the 21st day of June 2021, by _____, who moved its introduction, which motion being duly seconded by _____. Said Ordinance was given a second reading at a regular meeting of the City Council held on the 19th day of July, 2021, and after such reading, _____ moved its adoption, seconded by _____, and said Ordinance was thereupon adopted by the following roll call vote:

AYES: COUNCIL MEMBER:
NOES: COUNCIL MEMBER:
EXCUSED: COUNCIL MEMBER:
ABSTAINED: COUNCIL MEMBER:

ATTEST:

APPROVED:

Rouze Roberts, City Clerk

Cherilyn Bairos, Mayor

APPROVED AS TO FORM:

Thomas P. Hallinan, City Attorney



CITY OF OAKDALE
STAFF REPORT

SUBJECT: Introduction and First Reading of Ordinance No. 2021-1276 – An Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Attachment C

Amended and Restated Development Agreement between the City of Oakdale and Cali Kosher, Inc. and Empire Wellness, Inc.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 14th day of April 2021, by and between the **CITY OF OAKDALE**, a California municipal corporation ("City") and **CALI KOSHER, INC. and EMPIRE WELLNESS, INC.**, California Corporations ("Developer"). City and Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

- A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.
- B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.
- C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis

Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

Developer proposes to improve, develop, and use real property to operate a Cannabis Dispensary (the "Cannabis Dispensary Project") and a cannabis

- D. (the "Manufacturing/Cultivation Project"), in strict accordance with California Cannabis Laws, and the Municipal Code of the City of Oakdale, as each may be amended from time to time.
- E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 *et seq.* (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.
- F. Consistent with the requirements of the Development Agreement Statute, City adopted Oakdale Municipal Code Section 36-23.20 *et seq.*, ("City Development Agreement Ordinance") authorizing the use of and establishing the procedures and requirements for the consideration of development agreements within the City.
- G. Oakdale Municipal Code section 36-23.22 requires a written application with specified data be submitted to the Department of Planning for consideration of any development agreement.
- H. Developer submitted an application to the City Department of Planning for consideration of a development agreement for two cannabis businesses.
- I. Developer has purchased real property located at 633 Armstrong Way in the City of Oakdale, County of Stanislaus, State of California, Assessor's Parcel Number 064-039-069, of which Developer has improved approximately thirty-nine hundred (3,900) square feet of space (the "Cannabis Dispensary Site") and currently operates the Cannabis Dispensary, more particularly described in the Location Map attached hereto as **Exhibit A** ("Cannabis Dispensary Location Map").
- J. Developer also has an agreement to lease and develop that certain real property located at 517 Armstrong Way in the City of Oakdale (aka 547 Armstrong Way, Oakdale), identified as Stanislaus County Assessor's Parcel Numbers 064-039-086, 064-039-087, 064-039-059, and 064-039-060 (the "Cultivation Site"), more particularly described in the Location Map attached hereto as **Exhibit A** attached hereto ("Cultivation Location Map"). Developer intends to improve approximately twenty thousand (20,000) square feet of space, as provided on the Manufacturing/Cultivation Manufacturing/Cultivation Location Map attached hereto

as **Exhibit A** and operate the Manufacturing/Cultivation Project on the Cultivation Site.

- K. Developer also has an agreement to lease real property identified as APN No.064-039-083 to improve and operate a Cannabis Manufacturing business requiring a Type 7 license, as provided on the Manufacturing Location Map attached hereto as Exhibit A.
- L. Government Code section 65865 and Oakdale Municipal Code section 36-23.22 require that an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement.
- M. Developer has leased the Cannabis Business Site for the purpose of carrying out the Cannabis Dispensary Project. A copy of the lease is attached hereto as **Exhibit B**, within satisfaction of the requirement of Oakdale Municipal Code Chapter 37 and the City Development Agreement Ordinance. The legal owner of the Cannabis Dispensary Site is aware of, and agrees to, the Cannabis Dispensary Project operating at the Cannabis Dispensary Site.
- N. Developer has purchased the Manufacturing/Cultivation Site for the purpose of carrying out the Manufacturing/Cultivation Project. A copy of the grant deed to the Manufacturing/Cultivation Site is attached hereto as **Exhibit C**, within satisfaction of the requirement of Oakdale Municipal Code Chapter 37 and the City Development Agreement Ordinance.
- O. On February 7, 2018, the Oakdale Planning Commission ("Planning Commission") adopted Resolution No. 2018-004 recommending the Oakdale City Council ("City Council") adopt an ordinance establishing zoning limitations and requirements for all cannabis businesses.
- P. On February 20, 2018, the City Council adopted Ordinance No. 2018-1255 to revise Oakdale Municipal Code Chapter 37 to establish a Cannabis Business Pilot Program to regulate all cannabis businesses within the City.
- Q. Government Code section 65867.5 and Oakdale Municipal Code section 36-23.24 requires the Planning Commission hold a public hearing to review an application for a development agreement.
- R. On February 7, 2018, the Planning Commission, in a duly noticed and conducted public hearing, considered Developer's application for this Agreement.
- S. On February 7, 2018, the Planning Commission recommended the City Council adopt Ordinance No. 2018-1256, which would allow Developer to operate the Cannabis Dispensary Project and Manufacturing/Cultivation Project at the respective site.

- T. On February 20, 2018, pursuant to Government Code section 65867.5 and the City Development Agreement Ordinance, and following a duly noticed and conducted public hearing, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 2018-1257.
- U. On January 19, 2021, the City Council recommended to City staff amended and restated Development Agreement terms to be considered by the Planning Commission and City Council as a future Public Hearing item.
- V. On May 5, 2021, the Planning Commission recommended to the City Council adopt Ordinance No. 2021-XX, which would allow Developer to continue to operate the Project at the Site.
- W. On _____, pursuant to Government Code section 65867.5 and the City Development Agreement Ordinance, and following a duly noticed and conducted public hearing, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 2021-XX.
- X. This Agreement is entered into pursuant to the Development Agreement Statute and the Oakdale Municipal Code.
- Y. City and Developer desire to enter into this Agreement to (i) facilitate the orderly development of the Site; (ii) create a physical environment that is consistent with and complements City's goals and visions; (iii) protect natural resources from adverse impacts; (iv) improve, upgrade, and create additional community facilities and infrastructure, enhance services, and assist in implementing the goals of the General Plan; and (vi) reduce the economic risk of development of the Site to both City and Developer.
- Z. The Parties intend, through this Agreement, to allow Developer to develop and operate the Cannabis Dispensary Project and Manufacturing/Cultivation Project in accordance with the terms of this Agreement.
- AA. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with the Oakdale Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1 GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached hereto and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Cannabis Dispensary and Potential Manufacturing/Cultivation Manufacturing/Cultivation Location Map
Exhibit B	Cannabis Dispensary Final Settlement Statement
Exhibit C	Manufacturing/Cultivation Site Lease
Exhibit D	Notice of Non-Performance Penalty
Exhibit E	Indemnification Agreement
Exhibit F	Notice of Termination
Exhibit G	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional Licenses" has the meaning set forth in Section 2.4.
- (c) "Adult-use cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or older in California pursuant to the California Cannabis Laws.
- (d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

(e) "Application" means the application for a development agreement required by Oakdale Municipal Code section 36-36.22.

(f) "Assignment and Assumption Agreement" has the meaning set forth in Section 10.1.

(g) "AUMA" means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(h) "Authorized License" has the meaning set forth in Section 2.3.

(i) "California Building Standards Codes" means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Oakdale Municipal Code.

(j) "California Cannabis Laws" includes AUMA, MAUCRSA, CUA (as defined below), the Medical Marijuana Program Act of 2004 codified as Health and Safety Code sections 11362.7 through 11.62.83, and any other applicable laws that may be enacted or approved.

(k) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term "marijuana" may be used interchangeably.

(l) "Cannabis Business Pilot Program" means the cannabis business program established and authorized by Oakdale Municipal Code Chapter 37.

(m) "Cannabis Dispensary Site" has the meaning set forth in Recital I.

(n) "Cannabis Dispensary" means a business that engages in Commercial Cannabis Activity, as defined below, related to the retail sale and delivery of cannabis or cannabis products pursuant to a Type 10 license.

(o) "Cannabis product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not

limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(p) "CEQA" means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines, as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(q) "City" means the City of Oakdale, a municipal corporation having general police powers.

(r) "City Council" means the City of Oakdale City Council, as described in Oakdale Municipal Code Section 1-2.

(s) "City Development Agreement Ordinance" has the meaning set forth in Recital F.

(t) "City Manager" means the City Manager of the City of Oakdale, or his or her designee, as described in Oakdale Municipal Code Section 2-4.

(u) "Charged Party" has the meaning set forth in Section 8.1.

(v) "Charging Party" has the meaning set forth in Section 8.1.

(w) "Commercial Cannabis Activity" includes cultivation, possession, manufacture, processing, storing, laboratory testing, labeling, transporting, distribution, delivery, or sale of cannabis or a cannabis product that requires a state license pursuant to MAUCRSA.

(x) "Conditional Use Permit" means a conditional use permit issued by City pursuant to Oakdale Municipal Code Section 36-23.24.

(y) "CUA" means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(z) "Developer" means Cali Kosher, Inc. and Empire Wellness, Inc., a California Corporation. Developer also has the meaning set forth in Section 6.1.

(aa) "Development Agreement Statute" has the meaning set forth in Recital E.

(bb) "Exhibits" has the meaning set forth in Section 1.3.

(cc) "Gross Receipts from Operations" means total revenue actually received or receivable from operation of the Cannabis Dispensary Project and Manufacturing/Cultivation Project, including: all sales; the total amount of compensation actually received or receivable for the performance of any act or service, of whatever

nature it may be, for which a charge is made or credit allowed whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "gross receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

1. Cash discounts allowed and taken on sales;
2. Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as "gross receipts";
3. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
4. Such part of the sale price of property returned by purchasers upon rescission of a contract of sale as is refunded either in cash or by credit;
5. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payment required under Section 4.2, all sales of cannabis products through the Cannabis Dispensary Project and Manufacturing/Cultivation Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

(dd) "Indemnification Agreement" has the meaning set forth in Section 6.3.

(ee) "Major Amendment" means an amendment that shall have a material effect on the terms of this Agreement. A Major Amendment also has the meaning set forth in Section 2.4. Major Amendments shall require approval by the City Council.

(ff) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(gg) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*, as may be amended from time to time.

(hh) "MCRSA" has the meaning set forth in Recital A.

(ii) "Manufacturing/Cultivation" means a business that engages in Commercial Cannabis Activity pursuant to a Type 12 license.

(jj) "Manufacturing/Cultivation Site" has the meaning set forth in Recital J.

4.1. (kk) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(ll) "Minor Amendment" means a clerical amendment to this Agreement that shall not materially affect the terms of this Agreement and any amendment described as minor herein. A Minor Amendment also has the meaning set forth in Section 1.7.

(mm) "Mortgage" has the meaning set forth in Article 7.

(nn) "Non-Performance Penalty" has the meaning set forth in Section 4.3.

4.3. (oo) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(pp) "Notice of Termination" has the meaning set forth in Section 9.1.

(qq) "Planning Commission" means the City of Oakdale Planning Commission, as established by Oakdale Municipal Code Section 2-27.

(rr) "Processing Costs" has the meaning set forth in Section 1.11.

(ss) "Project" means the Cannabis Dispensary Project and the Manufacturing/Cultivation Project collectively, as those terms are defined in Recital D.

(tt) "Project Litigation" has the meaning set forth in Section 10.7.

(uu) "Public Benefit" has the meaning set forth in Section 4.2.

(vv) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(ww) "State Licensing Authority" means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

(xx) "State Cannabis Regulations" means the regulations promulgated by the State Licensing Authority pursuant to the California Cannabis Laws.

(yy) "State Taxing Authority" has the meaning set forth in Section 4.2.

(zz) "Subsequent City Approvals" has the meaning set forth in Section 3.1.

(aaa) "Term" has the meaning set forth in Section 1.7.

(bbb) “Type 10 license” or “Retailer” means a state license issued by the Bureau pursuant to the California Cannabis Laws for the retail sale of cannabis and cannabis products.

(ccc) “Type 7 license” or “Manufacturing” means a state license issued by a State Licensing Authority pursuant to the California Cannabis Laws relating to cannabis manufacturing.

(ddd) “Type 3a license” or “Cultivation: indoor (medium)” means a state license issued by a State Licensing Authority pursuant to the California Cannabis Laws relating to cannabis cultivation.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Cannabis Dispensary Project and Manufacturing/Cultivation Project are private developments, and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent of Developer, the Cannabis Dispensary Project, or Manufacturing/Cultivation Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the “Effective Date”).

Section 1.7. Term. The “Term” of this Agreement is five (5) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) Government Tolling or Termination. City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is required, directed, or believes, in its sole and absolute discretion, it must temporarily halt or terminate Commercial Cannabis Activity within the City to comply with federal or state law. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for no longer than one calendar (1) year (the “Tolling Period”). Developer shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling period exceeds one (1) calendar year to comply with federal or state law.

(b) Developer Tolling or Termination. Developer may not temporarily halt or terminate this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement or by mutual agreement of the Parties.

Section 1.8. Priority of Enactment. In the event of a conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (d)

Conditional Use Permit, (e) Indemnification Agreement, and (f) Subsequent City Approvals.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Dispensary Site and the Manufacturing/Cultivation Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Ten Thousand Dollars (\$10,000) with City to pay for the Application, all actual fees and expenses incurred by City that are related to the preparation and processing of this Agreement, including recording fees, publishing fees, staff time, and consultant and attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Cannabis Dispensary Project and Manufacturing/Cultivation Project have been received and paid by City.

(a) **Apportionment of Processing Costs.** If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may terminate this Agreement.

(b) **Accounting.** Developer may request, and City shall issue within a reasonable time not to exceed thirty (30) days, an accounting and written acknowledgement of Processing Costs paid to City.

**ARTICLE 2
DEVELOPMENT OF PROPERTY**

Section 2.1. Vested Right of Developer. During the Term, in developing the Dispensary Site and the Manufacturing/Cultivation Site consistent with the Cannabis Dispensary Project and Manufacturing/Cultivation Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in

the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Cannabis Dispensary Project and Manufacturing/Cultivation Project consistent with this Agreement, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Dispensary Site for Commercial Cannabis Activity consistent with the following license type:

Type 10	Retailer
---------	----------

Developer shall be authorized to develop, construct, and use the Cultivation and Manufacturing Sites for Commercial Cannabis Activity consistent with the following license type, provided that Developer shall not engage in the retail sale of cannabis or cannabis products:

Type 7 License	Manufacturing
Two (2) Type 3a Licenses	Cultivation

The Retailer and Manufacturing/Cultivation license types shall be collectively referred to as the "Authorized License".

Developer shall be permitted to use each site consistent with the related Authorized License for the Term of this Agreement and during the time Developer is applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer is required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Type 10 license or the Type 7 license to Developer, Developer shall immediately cease Commercial Cannabis Activity and any other operations on the respective site. Developer shall also, within thirty (30) days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Dispensary Site, the Manufacturing/Cultivation Site, the Cannabis Dispensary Project, and the Manufacturing/Cultivation Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add to the Authorized Licenses additional license types once that license is applied for or obtained from the appropriate State Licensing Authority (the "Additional Licenses").

Section 2.5. Conditional Use Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Cultivation or Manufacturing Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals for each location. Developer shall be required to comply with all provisions of the Oakdale Municipal Code and any City rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Oakdale Municipal Code or issue rules or administrative guidelines associated with implementation of the Cannabis Business Pilot Program or Developer's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Cannabis Dispensary Project and the Manufacturing/Cultivation Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited or limited in any way by this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

(a) Contemplated City Rules and Guidelines. City anticipates issuing additional rules and administrative guidelines associated with implementation of the Cannabis Business Pilot Program. City may establish requirements that are identical to or place a higher standard of care as existing provisions of the California Cannabis Laws, State Cannabis Regulations, or any amendments thereto. City reserves the right to adopt additional categories of rules or guidelines that are not listed in this section as part of the Cannabis Business Pilot Program. Developer shall comply with any and all administrative guidelines adopted by City that govern or pertain to the Cannabis Dispensary Project or the Manufacturing/Cultivation Project.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Oakdale Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Oakdale Municipal Code changes shall not be applied to the Dispensary Site, the Manufacturing/Cultivation Site, the Cannabis Dispensary Project, or the Manufacturing/Cultivation Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Cannabis Dispensary Project or the Manufacturing/Cultivation Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Dispensary Site or the Manufacturing/Cultivation Site any time within the Term of this Agreement consistent with the Oakdale Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Cannabis Dispensary Project and Manufacturing/Cultivation Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Cannabis Dispensary Project or the Manufacturing/Cultivation Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Dispensary Site, Manufacturing/Cultivation Site, the Cannabis Dispensary Project, and the Manufacturing/Cultivation Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Oakdale Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Cannabis Business Pilot Program. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Oakdale Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in

accordance with the provisions of this Agreement, Developer's proposed changes to the Cannabis Dispensary Project and Manufacturing/Cultivation Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the Cannabis Dispensary Project or the Manufacturing/Cultivation Project contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Cannabis Dispensary Project and Manufacturing/Cultivation Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency in a way that does not have a material adverse impact on the Cannabis Dispensary Project and Manufacturing/Cultivation Project, City may select an option which, in its discretion, minimizes, so far as reasonably possible, the impact on development and use of the Cannabis Dispensary Project or the Manufacturing/Cultivation Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3 ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Oakdale Municipal Code, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Dispensary Site or the Manufacturing/Cultivation Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Oakdale Municipal Code, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation Between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Cannabis Dispensary Project and Manufacturing/Cultivation Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder, or compromise development or use of the Dispensary Site or the Manufacturing/Cultivation Site as contemplated by the Parties in this Agreement.

**ARTICLE 4
PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT**

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefits upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that commensurate with the private benefits conferred on Developer (the "Public Benefit"). In consideration of the foregoing, for the Cannabis Dispensary Project Developer shall remit to City as follows (the "Cannabis Dispensary Public Benefit"):

Effective Date	Cannabis Dispensary Public Benefit Due.
First (1 st) Business Day of 1 st Month following the effective date of this Amended and Re-Stated Development Agreement	\$15,000 or 5% of Gross Receipts from Operations each month, whichever is greater.

(b) The Public Benefit Fee defined herein shall increase annually. Said increase shall be based upon the San Francisco-Bay Area Consumer Price Index (CPI).

(c) For the Cultivation and Manufacturing Projects, Developer shall remit to City as follows (the "Cultivation and Manufacturing Public Benefit Amount"):

Effective Date	Cultivation and Manufacturing Public Benefit Amount Due.
First (1 st) Business Day of 1 st Month Following Issuance of the Conditional Use Permit.	\$7,500 or 3% of Gross Receipts from Operations each month (per license), whichever is greater.

(d) Collectively, the Cannabis Dispensary Public Benefit Amount and the Cultivation and Manufacturing Public Benefit Amount shall be known as the "Public Benefit Amount". The Public Benefit Amount shall be charged per cannabis license obtained by Developer. The type and number of licenses to be obtained by the Developer are defined in Section 2.3.

(e) Developer shall file an applicable statement that complies with the California State Board of Equalization, California Department of Tax and Fee Administration, or either's successor agency (the "State Taxing Authority") for sales tax purposes showing the true and correct amount of Gross Receipts from Operations of the Cannabis Dispensary Project and Manufacturing/Cultivation Project during the applicable time period. Developer shall provide a copy of such statement to City upon request by City.

Section 4.3. Reporting. Developer shall provide City with copies of any reports provided to a State Licensing Authority within forty-five (45) days of that submission.

Any failure or refusal of Developer to provide any statement or report to City, the State Taxing Authority, or any other State Licensing Authority, as required within the time required, or to pay such sums due hereunder when the same are due and payable in accordance with the provisions of this Agreement, may constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Developer shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code and the applicable State Cannabis Regulations. All records required by this Section shall be maintained and made available for City's examination and duplication (physical or electronic) at the Dispensary Site or the Manufacturing/Cultivation Site or at an alternate facility as approved in writing by the City Manager or his or her designee.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due, as required by this Agreement, including the Public Benefit

Amount, City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as **Exhibit D.** Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) days following delivery of the Notice of Non-performance Penalty.

Section 4.7. Protections from City Tax. Notwithstanding Section 4.2, for the Term of this Agreement, Developer shall be exempt from any City tax, including a business license tax, on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Stanislaus, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement).

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods and the existing level of service of City infrastructure and services to accommodate for the Cannabis Dispensary Project and Manufacturing/Cultivation Project.

ARTICLE 6 INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Cannabis Dispensary Project and Manufacturing/Cultivation Project, including its contractors and subcontractors (collectively, "Developer" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) General Liability Insurance. Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by

endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) Automotive Liability Insurance. Developer shall maintain business automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) Workers' Compensation Insurance. Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Cannabis Dispensary Project and Manufacturing/Cultivation Project and, should any of the work be subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Cannabis Dispensary Project and Manufacturing/Cultivation Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained by Developer.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this

Article, including evidence that such insurance will not be canceled, allowed to expire, or materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(c) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior to the termination of this Agreement.

(d) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(e) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Cannabis Dispensary Project and Manufacturing/Cultivation Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals. Developers shall execute the indemnification agreement ("Indemnification Agreement") attached hereto as **Exhibit E**.

Section 6.4. Failure to Indemnify; Waiver. Failure by Developer to indemnify City, when required by this Agreement and the Indemnification Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Cannabis Dispensary Project and Manufacturing/Cultivation Project, or any portion thereof, and a waiver of Developer's right to file a claim, action, or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land

use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard.

ARTICLE 7 MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Dispensary Site or the Manufacturing/Cultivation Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Dispensary Site or the Manufacturing/Cultivation Site or Project, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing. City agrees to not unreasonably withhold its authorization.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than ten (10) days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured. During any such ten (10) calendar day period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the ten (10) calendar day period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within ten (10) days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement, and give

notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Cannabis Dispensary Project and Manufacturing/Cultivation Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 within thirty (30) days from the expiration of the ten (10) day notice period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in ten (10) days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice. An extension of the 10-day cure period may be given by mutual consent of the Parties.

(f) In the event Developer is in default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or fax to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Cannabis Dispensary Project and Manufacturing/Cultivation Project's performance, at least seven (7) days prior to such periodic review. Developer shall be entitled to appeal a determination of City or the City Manager to the City Council. Any appeal must be filed within ten (10) days of the decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing

regarding its performance under this Agreement before City, the City Manager, or the City Council, as applicable. The reasonable cost for City's annual review of this Agreement shall be paid by Developer, not to exceed the actual costs incurred by City in connection with the review.

Section 8.3. Estoppel Certificates.

(a) City shall, with at least twenty (20) days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(b) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Dispensary Site, Manufacturing/Cultivation Site, Cannabis Dispensary Project, or the Manufacturing/Cultivation Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Cannabis Dispensary Project and Manufacturing/Cultivation Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 9.1(c) of this Agreement.

Section 8.6. Forced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

Section 8.7. Appeals. Developer may appeal any adverse decision or action of City pursuant to Oakdale Municipal Section 36-23.29.

ARTICLE 9 TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as **Exhibit F**, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Dispensary Site or the Manufacturing/Cultivation Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, Section 10.10, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of the Dispensary Site or the Manufacturing/Cultivation Site or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager. This assignment prohibition applies to the corporate and business entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement. If the City Manager approves an assignment or transfer of any

interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as **Exhibit G**.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Dispensary Site or the Manufacturing/Cultivation Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Cannabis Dispensary Project and Manufacturing/Cultivation Project, as appropriate, runs with the Dispensary Site or the Manufacturing/Cultivation Site, and is binding upon Developer.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), 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 shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. 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 (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) 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
280 North Third Avenue
Oakdale, California 95361
Attention: City Manager

and

White Brenner LLP
1414 K Street, 3rd Floor

Sacramento, California 95814
Attention: Douglas L. White, Esq.

If to Developer:

Cali Kosher, Inc.
Empire Wellness, Inc.
600 D Street
Turlock, CA 95380
Attn: Darron Silva

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Sacramento, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services ("JAMS"). Judgment on the award may be entered in any court having jurisdiction thereof.

Section 10.5. Invalidity of Agreement / Severability. If this Agreement in its entirety is determined by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by an arbitrator or court of competent jurisdiction to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Cannabis Dispensary Project and Manufacturing/Cultivation Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City within thirty (30) days of receiving a written request and accounting of such fees and expenses from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who, after the Effective Date and recording of this Agreement, owns or acquires any right, title, or interest to any portion of the Dispensary Site or the Manufacturing/Cultivation Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Dispensary Site or the Manufacturing/Cultivation Site, and all rights and interests of such person in the Dispensary Site or the Manufacturing/Cultivation Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Joint and Several Liability. Developer shall be jointly and severally liable for any amount due under this Agreement, and any breach of this Agreement or failure to pay by one Party shall also constitute a breach of this Agreement by the other Party. Developer agrees that City may impose a lien and seek foreclosure on any parcel

of the Dispensary Site or the Manufacturing/Cultivation Site due to any default by Developer.

Section 10.11. Change in State Regulations. In no event shall Developer operate the Cannabis Dispensary Project and Manufacturing/Cultivation Project in violation of the Agreement, or State Cannabis Regulations, as may be amended from time to time.

Section 10.12. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be the JAMS Resolution Center in Sacramento, California.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Dispensary Site, Manufacturing/Cultivation Site, Cannabis Dispensary Project, or the Manufacturing/Cultivation Project.

(e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) **Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

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

(h) **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

(i) **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.

(j) **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) **Time is of the Essence.** Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) **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 state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) **Document Preparation.** This Agreement will not be construed against the Party preparing it but will be construed as if prepared by all Parties.

(n) **Advice of Legal Counsel.** 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.

(o) **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, 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.

(p) **Calculation of Time Periods.** All time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

"CITY"

Dated: _____, 2021

CITY OF OAKDALE, CA
a California Municipal Corporation

By: _____
Its: Bryan Whitemyer
City Manager

"DEVELOPER"

Dated: 4/14/21, 2021

Cali Kosher, Inc. and Empire Wellness, Inc.
California Corporations


By: _____
Its: **Darron Silva**
President

California All-Purpose Acknowledgment

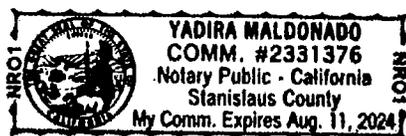
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)

On April 14, 2021, before me Yadira Maldonado, a Notary Public, personally appeared Darron Silva who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.
[Signature]
(Signature)



(Seal)

Attest:

By: _____
Rouze Roberts
Its: City Clerk

Approved as to Form:

By: _____
Thomas P. Hallinan
Its: City Attorney

California All-Purpose Acknowledgment

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

State of California)

County of Stanislaus)

On XXXXXXXXXX, before me Rouze Roberts, a Notary Public, personally appeared Bryan Whitemyer who proved to me on the basis of satisfactory evidence to be the person(s)-whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.

(Signature)

(Seal)

Exhibit A

Cannabis Dispensary and Potential Manufacturing and Cultivation Location Map

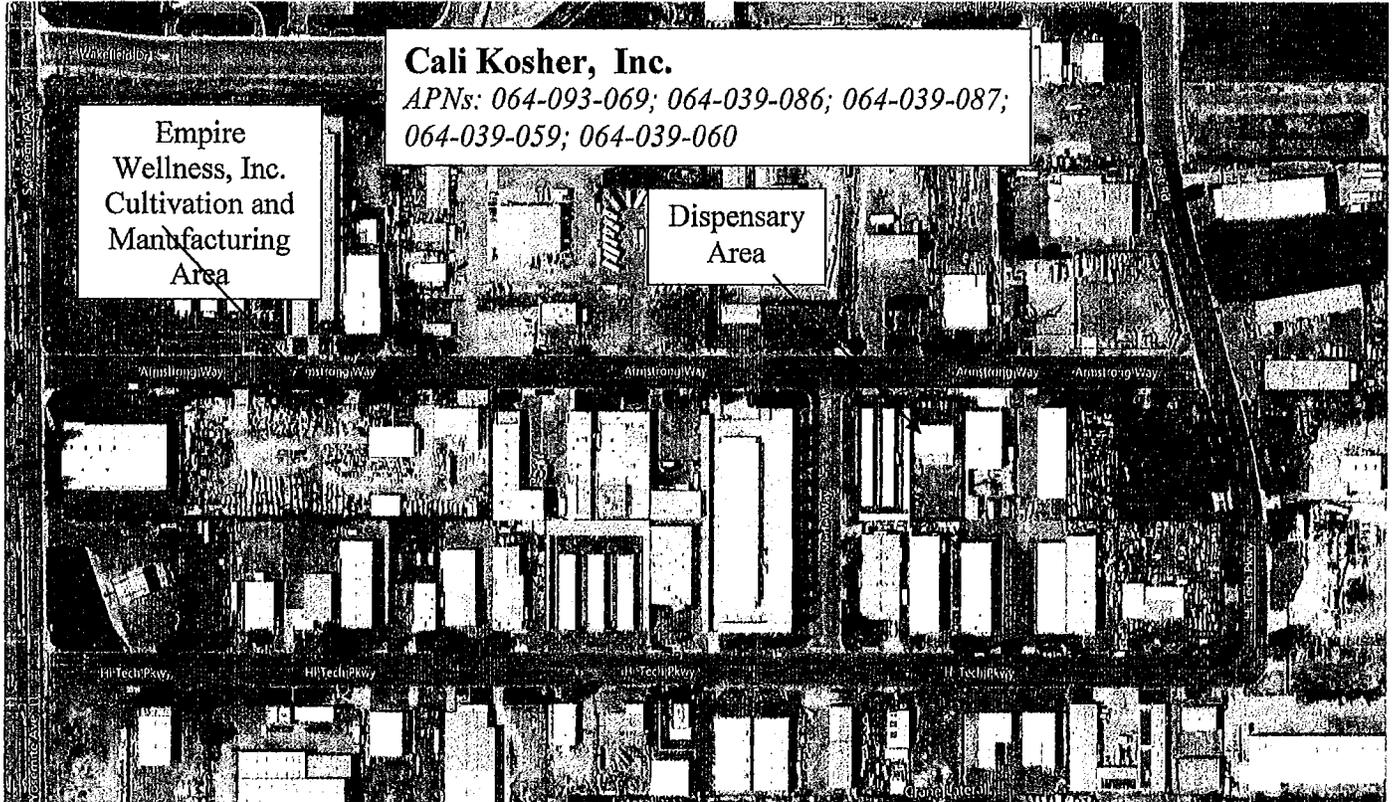
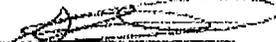


Exhibit B

Cannabis Dispensary Final Settlement Statement

 <p>NORTH AMERICAN TITLE COMPANY Live Clockwork®</p>	<p>North American Title Company, Inc. 810 Stanford Ave., Suite 5 • Meddalo, CA 95250 Office Phone (209)236-1614 Office Fax (209)390-4723</p> <p>Final Settlement Statement</p>
<p>Property Address: 633 Armstrong Way, Oakdale, CA 95301</p>	<p>File No: 55704-1642770-17 Officer: Susy Engle Settlement Date: 12/20/2017 Disbursement Date: 12/29/2017 Print Date: 01/02/2018, 1:35 PM</p>
<p>Buyer: Darron T Silva Address: Seller: James Sheelz Address: Lender: Cary Holm Address: Loan No.:</p>	<p style="text-align: center;">This is to certify that this is a true and correct copy of the original. NORTH AMERICAN TITLE COMPANY, INC. BY  Gabriella Blodinger</p>

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
500,000.00		Consideration: Total Consideration		500,000.00
	190,000.00 1,344.00	Deposits In Escrow: Receipt No. 5570413222 on 12/19/2017 by Darron T Silva Receipt No. 5570413318 on 12/28/2017 by Darron T Silva		
16.03		Prorations: County Taxes 12/20/17 to 12/31/17 @ \$1,445.50/cent		16.03
		Commission: Real Estate Commission to Allison James Estates Team Allison James Estates Homes Credit to Seller Agent credit to seller \$5,000.00	30,000.00	5,000.00
	400,000.00	New Loan(s): Lender: Cary Holm Loan Amount: Cary Holm		
		Payoff(s) and Payment(s): Bank of the West Commercial Loan Servicing Principal Balance to Bank of the West Commercial Loan Servicing Interest on Payoff Loan 12/20/17 to 01/05/18 @ \$1.400000/day to Bank of the West Commercial Loan Servicing Statement Forwarding Fee to Bank of the West Commercial Loan Servicing Reconveyance Fee to Bank of the West Commercial Loan Servicing Prepayment Penalty to Bank of the West Commercial Loan Servicing Interest Per Demand to 12.28.17 to Bank of the West Commercial Loan Servicing	9,763.42 11.68 30.00 45.00 80.00 19.01	
660.00		Title/Escrow Charges to: Escrow Fee to North American Title Company, Inc.	660.00	
150.00		Document Preparation Fee to North American Title Company, Inc.		
25.00		Recording Process Service Fee to North American Title Company, Inc.		
175.00		Notary-External DocPrep to North American Title Company, Inc.		
100.00		Notary-External Signatures Ink to North American Title Company, Inc. (NATIC) CLTA Standard Loan Policy to North American Title Company, Inc. (NATIC) CLTA Owner's Standard 1000 to North American Title Company, Inc.	200.00	1,335.00
30.00		Recording of Grant Deed to Stanislaus County Recorder		
43.00		Recording Trust Deed to Stanislaus County Recorder		
		Transfer Tax County Calculated to Stanislaus County Recorder	660.00	

Continued From Page 1

Final Settlement Statement

Sellment Date: 12/29/2017
Print Date: 01/02/2018

File No: 55704-1542770-17
Officer: Susy Englb

Buyer Charge	Buyer Credit	Charge Description	Seller Charge	Seller Credit
		Disbursements Paid:		
		Natural Hazard Disclosure to Disclosure Source	120.00	
		1.33% withholding to Franchise Tax Board	16,820.00	
155.03		Cash (From) (X To) Buyer		
		Cash (X To) (From) Seller	415,584.15	
501,344.09	501,344.09	Total	505,016.00	505,016.00

Exhibit C

Manufacturing/Cultivation Lease / Rental Agreement

RESIDENTIAL LEASE/RENTAL AGREEMENT

PARTIES:

LANDLORD: CARY HAHN; 600 Walnut Woods Ct., Modesto, CA 95366

TENANT(S) JDI FARMS; 1631 Fig Ave., Patterson, CA 95363

PROPERTY ADDRESS: 517 Armstrong Way, Oakdale, CA 95361

1. RENTAL AMOUNT: Beginning _____ January 1, 2018 _____ TENANT agrees to pay LANDLORD the sum of **\$5,000.00** per month in advance on the 1st day of each calendar month. Said rental payment shall be delivered by TENANT to LANDLORD or his designated agent to the following location: **600 Walnut Woods Ct., Modesto, CA 95363**. Rent must be actually received by LANDLORD, or designated agent, in order to be considered in compliance with the terms of this agreement.

2. TERM: The premises are leased on the following lease term: **January 1, 2018 until January 1, 2021**.

3. SECURITY DEPOSITS: TENANT shall deposit with landlord the sum of **\$5,000.00** as a security deposit to secure TENANT'S faithful performance of the terms of this lease.

4. INITIAL PAYMENT: TENANT shall pay the first month rent of **\$5,000.00** and the security deposit in the amount of **\$5,000.00** for a total of **\$10,000.00**. Said payment shall be made in the form of cash or cashier's check and is all due prior to occupancy.

5. SUBLETTING OR ASSIGNING: TENANT agrees not to assign or sublet the premises or any part thereof, without first obtaining written permission from LANDLORD.

6. UTILITIES: TENANT shall pay for all utilities and/or services supplied to the premises.

7. CONDITION OF PREMISES: TENANT acknowledges that the premises have been inspected. TENANT agrees to pay for all upgrades and construction to property.

8. ALTERATIONS: TENANT will make a necessary alterations in compliance with State and City requirements. TENANT will construct necessary utility improvements in compliance with all applicable codes.

9. TENANT ACTIVITIES: LANDLORD agrees and acknowledges TENANT intends to use property to conduct a cannabis retail business in accordance with the State of California and City of Oakdale regulations.

10. LANDLORD'S RIGHT OF ENTRY: LANDLORD may enter and inspect the premises during normal business hours and upon reasonable advance notice of at least 24 hours to TENANT. In addition LANDLORD has all right to enter pursuant to Civil Code Section 1954. TENANT agrees that in such event that TENANT for any reason must vacate due to no fault of his own, TENANT will be compensated by a corresponding reduction in rent or direct payment for those many days that TENANT was temporarily displaced.

11. REPAIRS BY LANDLORD: Where a repair is the responsibility of the LANDLORD, TENANT must notify LANDLORD with a written notice stating what item needs servicing or repair. TENANT must give LANDLORD

a reasonable opportunity to service or repair said item. TENANT acknowledges that rent will not be withheld unless a written notice has been served on LANDLORD giving LANDLORD a reasonable time to fix said item within the meaning of Civil Code Section 1942. Under no circumstances may TENANT withhold rent unless said item constitutes a substantial breach of the warranty of habitability as stated in Code of Civil Procedure Section 1174.2

12. INSURANCE: TENANT must maintain a property insurance policy to cover any losses sustained to TENANT'S personal property or vehicle.

DEVELOPMENT AGREEMENT
CITY OF OAKDALE

CALI KOSHER, INC. AND EMPIRE WELLNESS, INC.

Page 37 of 53

It is acknowledged that LANDLORD is not liable for these occurrences. It is acknowledged that TENANT'S insurance policy shall solely indemnify TENANT for any losses sustained. TENANT'S failure to maintain said policy shall be a complete waiver of TENANT'S right to seek damages against LANDLORD for the above stated losses. The parties acknowledge that the premises are not to be considered a security building which would hold LANDLORD to a higher degree of care.

13. TERMINATION OF LEASE/RENTAL AGREEMENT: If this lease is based on a fixed term, pursuant to paragraph 2, then at the expiration of said fixed term this lease shall become a month to month tenancy upon the approval of LANDLORD. Where said term is a month to month tenancy, either party may terminate this tenancy by the serving of a 30 day written notice. This lease will automatically terminate in the event TENANT no longer possesses a cannabis permit issued through the State of California or the City of Patterson.

14. POSSESSION: LANDLORD will provide possession to TENANT on the date of payment of rent and deposit or _____ N/A _____.

15. WAIVER: LANDLORD'S failure to require compliance with the conditions of this agreement, or to exercise any right provided herein, shall not be deemed a waiver by LANDLORD of such condition or right. LANDLORD'S acceptance of rent with knowledge of any default under agreement by TENANT shall not be deemed a waiver of such default, nor shall it limit LANDLORD'S rights with respect to that or any subsequent right. If is further agreed between the parties that the payment of rent at any time shall not be a waiver to any UNLAWFUL DETAINER action unless LANDLORD in writing specifically acknowledges that this constitutes a waiver to the UNLAWFUL DETAINER action.

16. VALIDITY/SEVERABILITY: If any provision of this agreement is held to be invalid, such invalidity shall not affect the validity or enforceability of any other provision of this agreement.

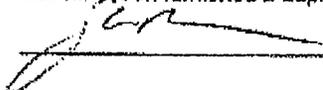
17. ATTORNEY FEES: In the event action is brought by any party to enforce any terms of this agreement or to recover possession of the premises, the prevailing party shall recover from the other party reasonable attorney fees.

It is acknowledged, between the parties, that jury trials significantly increase the costs of any litigation between the parties. It is also acknowledged that jury trials require a longer length of time to adjudicate the controversy. On this basis, all parties waive their rights to have any matter settled by jury trial.

18. PERSONAL PROPERTY OF TENANT: Once TENANT vacates the premises, the LANDLORD shall store all personal property left in the unit for 18 days. If within that time period, TENANT does not claim said property, LANDLORD may dispose of said items in any manner LANDLORD chooses.

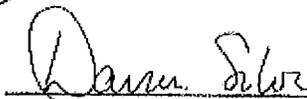
19. ADDITIONAL RENT: All items owed under this lease shall be deemed additional rent.

20. ENTIRE AGREEMENT: The foregoing agreement, including any attachments incorporated by reference, constitute the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, TENANT represents that TENANT has relied solely on TENANT'S judgment in entering into this agreement. TENANT acknowledges having been advised to consult with independent legal counsel before entering into this Agreement and has decided to waive such representation and advice. TENANT acknowledges that TENANT has read and understood this agreement and has been furnished a duplicate original.



LANDLORD/AGENT

1-2-18 DATE



TENANT

1-2-18 DATE

Exhibit D

Notice of Non-Performance Penalty

DATE: _____, 2021

PARTIES: CITY OF OAKDALE, a California municipal corporation
280 North Third Avenue
Oakdale, California 95361

CALI KOSHER, INC. AND EMPIRE WELLNESS, INC. .,
California Corporations

THIS NOTICE OF NON-PERFORMANCE PENALTY ("Penalty Notice") is being executed by the City of Oakdale, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California, on _____, 2021, City recorded a development agreement between City and _____, dated _____, 2018 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary and Manufacturing/Cultivation.
- B. Pursuant to Section 4.2 of the Development Agreement, Developer agrees to pay to City a Public Benefit on the first business day of each month during the term of the Development Agreement.
- C. On _____, 20____, the Public Benefit was due to City by Developer. City did not receive payment.
- D. Pursuant to Section 4.5 of the Development Agreement, if Developer fails to make payment when it is due, City may impose a penalty of one percent (1%) of the total of the past due amounts ("Penalty"). As of _____, 20____, the past due amount equals \$_____. The Penalty owed by Developer equals \$_____ ("Penalty Amount").
- E. Pursuant to Section 4.5 of the Development Agreement, Developer shall make payment of the Penalty Amount in a single installment due within fifteen (15) days of delivery of this Penalty Notice ("Penalty Due Date").

- F. Pursuant to Section 4.6 of the Development Agreement, if Developer fails to pay the Penalty Amount before the Penalty Due Date, then, in addition to the Penalty Amount specified in subdivision (D), Developer shall pay City interest on the Penalty Amount, at the rate of eighteen percent (18%) per annum ("Penalty Interest Payment"), computed from the Penalty Due Date specified in subdivision (E). The Penalty Interest Payment is due fifteen (15) days following delivery of the Penalty Due Date. As of _____, 20__, the Penalty Interest Payment amount equals \$_____.
- G. Nothing contained herein shall constitute a waiver of City's future claims for the Public Benefit, Penalty, or interest on the Penalty.

NOW, THEREFORE, City hereby provides Developer the Penalty Notice required by Section 4.5 of the Development Agreement. This Penalty Notice shall be effective upon notice pursuant to Section 10.3 of the Development Agreement.

CITY OF OAKDALE,
a California municipal corporation

By: _____
City Manager

Exhibit E

INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING

THIS INDEMNITY AGREEMENT FOR LAND USE ENTITLEMENT PROCESSING ("Agreement") is made and entered into on this ___ day of _____ 2021, ("Effective Date") by and between the City of Oakdale, a municipal corporation, ("City") and CALI KOSHER, INC. AND EMPIRE WELLNESS, INC., a California non-profit mutual benefit corporation (collectively, "Applicant"). City and Applicant may be referred to herein individually as a "Party" or collectively as the "Parties". There are no other parties to this Agreement.

RECITALS

A. In 1996, the people of the state of California approved Proposition 215, the Compassionate Use Act of 1996 ("CUA"). The CUA enables seriously ill Californians to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted Senate Bill 420, entitled the Medical Marijuana Program ("MMP"), which authorizes qualified patients and their primary caregivers to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code.

B. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

C. On November 8, 2016, California voters passed Proposition 64, the Adult Use of Marijuana Act ("AUMA"). AUMA legalizes the cultivation, commercial sale, and possession of recreational cannabis for adults age 21 and older.

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

E. On December 7, 2017, California state cannabis licensing authorities issued emergency regulations that apply to AUMA and MAUCRA and further regulate businesses engaged in commercial cannabis activity.

F. Oakdale Municipal Code ("O.M.C.") Chapter 37 authorizes cannabis businesses to operate within the City under specified restrictions pursuant to a Cannabis Pilot Program.

G. Applicant intends to improve, develop, and use real property to operate a cannabis dispensary (the "Dispensary Project") and cannabis Manufacturing/Cultivation (the "Manufacturing/Cultivation Project") within the City in strict compliance with MAUCRSA and O.M.C. chapter 37.

H. Applicant has an agreement to lease that certain real property located at 633 Armstrong Way in the City of Oakdale, identified as Stanislaus County Assessor's Parcel Number 064-039-069 (the "Dispensary Property"). Applicant intends to improve approximately 3,900 hundred (3,900) square feet of space and operate the Dispensary Project on the Dispensary Property.

I. Applicant also has an agreement to purchase and develop that certain real property located at 517 Armstrong Way in the City of Oakdale, identified as Stanislaus County Assessor's Parcel Numbers 064-039-083, 064-039-086, 064-039-087, 064-039-059, and 064-039-060 (the "Cultivation and Manufacturing Property"). Applicant intends to improve approximately twenty thousand (20,000) square feet of space and operate the Cultivation Project on the Cultivation and Manufacturing Property.

J. The Dispensary Project and the Cultivation and Manufacturing Project shall be referred to collectively as the "Project".

K. As a condition of approval of the Land Use Entitlements, City has required Applicant to enter into this Agreement.

L. It is in the public interest for City and Applicant to enter into this Agreement, as Applicant will benefit from City's processing of the Project.

M. Applicant desires to enter into this Agreement to fulfill a condition of approval of the Project, which is a prerequisite for construction of the Project.

AGREEMENT

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

Section 1. 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 Sections 1 through 19 of this Agreement, Sections 1 through 19 shall prevail.

Section 2. Applicant's Indemnification Obligations.

2.1. Indemnification for Land Use Entitlements. To the fullest extent permitted by law, Applicant shall indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against the City, or City's Agents, to attack, set aside, void, or annul, an approval concerning the Land Use Entitlements by reason of the action or inaction of City, or City's Agents. Applicant's duty to indemnify and hold harmless shall not extend to any claim, action or proceeding arising from the gross negligence or willful misconduct of City, or City's Agents.

Applicant's obligations under this Agreement to indemnify City shall apply to any claim, lawsuit or challenge against City brought against the Project, specifically including, but not limited to, any legal challenge based on the California Environmental Quality Act, codified in California Public Resources Code section 21000 et seq.; actions or proceedings brought to challenge the validity of environmental documents prepared in conjunction with the approval of the Project or Land Use Entitlements, or the requirements of any other federal, state, or local laws, including, but not limited to, general plan, specific plan, and zoning requirements.

2.2. Tender of Defense. Upon receiving notice of a claim and pursuant to Article 6 of the Land Use Entitlements, Applicant shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. Regardless of whether Applicant chooses to defend City pursuant to Section 6.4 of the Land Use Entitlements, City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter.

2.3. Deposit for Costs. Applicant shall make a refundable deposit to the City within thirty (30) days of written notification from the City ("Cost Deposit"), to cover the estimated fees and costs associated with the City's defense of any claim, action or proceeding. Applicant shall make any and all additional payments to City to replenish the Cost Deposit within thirty (30) days of written notice from City.

2.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of the Land Use Entitlements, which shall entitle City to all remedies available under law including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of the Land Use Entitlements. Applicant's failure to indemnify City shall be a waiver by Applicant of any right to proceed with the Project, or any portion thereof, and a waiver of Applicant's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of the Land Use Entitlements, or City's failure to defend any claim, action or proceeding based on Applicant's failure to indemnify City.

2.5. Satisfaction of Judgment. With respect to any claims, demands, acts, causes of action, damages, costs, expenses, settlements, losses or liabilities which Applicant has indemnified City against, Applicant shall pay and satisfy any judgment, award, settlement or decree that may be rendered or agreed against City and City's Agents arising out of any final, non-appealable judicial or administrative action.

2.6. Payment of Costs and Fees. Applicant's obligations under this Agreement to defend and indemnify City shall include, but not be limited to, payment of all court costs and attorneys' fees, all litigation-related costs, all costs of any judgments or awards against City, or all settlement costs which arise out of City's processing or approval of the Project.

2.7. Continuing Obligation. Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate or otherwise transfer all or any of the rights or obligations of this Agreement, and notwithstanding a change in or transfer of ownership of the real property upon which the Project is located (or any interest therein). However, Applicant may be released from such obligations if Applicant obtains City's prior written consent to such transfer, which consent shall not be unreasonably withheld.

Section 3. City's Obligations. City shall notify Applicant of any claim, action or proceeding within ten (10) business days of receiving service of any claim, action or proceeding. If City fails to notify Applicant of any claim, action, or proceeding, Applicant shall not, thereafter, be responsible to defend, indemnify, or hold harmless City. City shall have and retain, in its sole discretion, the right to not participate in the defense of any claim, action, or proceeding. At its sole discretion, the City may participate at its own expense in the defense, but such participation shall not relieve Applicant of any obligation imposed by this Agreement.

Section 4. Notice. Any notice or communication required hereunder between City and Applicant must be in writing and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If

Section 5. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Applicant.

Section 6. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties pertaining to the action and supersedes all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

Section 7. Agreement is Voluntary. The Parties acknowledge that they have entered into this Agreement voluntarily, on the basis of their own judgment and without coercion, and not in reliance on any promises, representations, or statements made by the other Party other than those contained in this Agreement. This Agreement incorporates the entire understanding of the Parties and recites the sole consideration of the promises and agreements contained within it. The Parties have read this Agreement and are fully aware of its contents and legal effect.

Section 8. Time of Essence. Time is of the essence for this Agreement, and each section contained within this Agreement is made and declared to be a material, necessary, and essential part of this Agreement.

Section 9. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

Section 10. 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 this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

Section 11. Noninterference. No Party will do anything to interfere with or inhibit the ability of the other to comply with their respective obligations under the terms of this Agreement.

Section 12. Ambiguities. 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.

Section 13. Headings. The headings in this Agreement are included for convenience only, and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

Section 14. 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. The Parties will act in good faith to carry out the intent of this Agreement._

Section 15. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

Section 16. Venue. Venue for all legal proceedings shall be in the Superior Court of California, in and for the County of Stanislaus._

Section 17. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, 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.

Section 18. 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._

Section 19. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties have executed this Agreement on the day, month and year first above written.

APPLICANT

CALI KOSHER, INC. AND EMPIRE
WELLNESS, INC. , California Corporations

By: _____

Name: Darron Silva

Its: President

Date: _____

CITY

City of Oakdale, a California municipal
corporation

By: _____

Bryan Whitemyer, City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas P. Hallinan, City Attorney

Exhibit F

Notice of Termination

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code
§ 6103

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

DATE: _____, 2018

PARTIES: CITY OF OAKDALE, a California municipal corporation
280 North Third Avenue
Oakdale, California 95361

JDI Farms, Inc., a California Corporation
600 D Street
Turlock, CA 95380

THIS NOTICE OF TERMINATION AND RELEASE (the "Release") is being executed by the City of Oakdale, a California municipal corporation ("City"), with reference to the following.

- A. By Instrument No. _____, which was recorded in the Official Records of Stanislaus County, California, on _____, 2021, City recorded a development agreement between City and _____, dated _____, 2021 (the "Development Agreement"), relating to the development and operation of a cannabis dispensary and Manufacturing/Cultivation.
- B. Pursuant to Sections 1.7 and 9.1 of the Development Agreement, the term of the Development Agreement expires five (5) years from _____, 2021.

C. Pursuant to Section 9.1 of the Development Agreement, once terminated, the Development Agreement has no further force or effect, unless otherwise set forth in the Development Agreement.

NOW, THEREFORE, City hereby terminates, cancels, and otherwise releases Developer and Developer's heirs, executives, administrators, successors, and assigns from their obligations in the Development Agreement on this ____ (day) of ____ (month), 2021, and relinquishes any right it may hereafter have to enforce any of the terms and provisions set forth in the Development Agreement, unless otherwise set forth in the Development Agreement. This termination, cancellation, and release shall be effective upon the recordation of this Release in the office of the County Recorder for the County of Stanislaus, State of California.

CITY OF OAKDALE,
a California municipal corporation

By: _____
City Manager

Exhibit G

Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

City of Oakdale
280 North Third Avenue
Oakdale, CA 95361
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code
§ 6103

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is entered into this _____ day of _____, 20____, by and between Cali Kosher, Inc., Empire Wellness, Inc., California Corporations ("Assignors"), and _____ ("Assignee").

RECITALS

A. On _____, 2021, Assignor and the City of Oakdale (the "City") entered into that certain agreement entitled "Development Agreement by and between the City of Oakdale, a municipal corporation of the State of California, _____, a California Corporation," relating to the improvement, development, and use of real property to operate a cannabis dispensary business and manufacturing (the "Development Agreement"), originally recorded upon Stanislaus County Assessor's Parcel Number _____ (the "Property").

B. Section 10.1 of the Development Agreement prohibits the sale, assignment, or transfer by Assignor of any portion of Assignor's interests, rights, or titles described in that section of the Development Agreement ("Assignable Rights") to a third party without prior written approval by the City Manager of the City of Oakdale (the "City Manager").

C. Assignor intends to assign, and Assignee intends to assume, the Assignable Rights under the Development Agreement.

D. In accordance with the terms of the Development Agreement, Assignor has provided to the City Manager a written request for consent to assignment. The City Manager has received the information he or she deems appropriate and consulted with the City Attorney for the purpose of determining that Assignee is a qualified applicant for purposes of the foregoing terms of the Development Agreement. This Agreement is intended to meet the requirements Section 10.1 of the Development Agreement for an

Assignment and Assumption Agreement and is executed with the consent of the City Manager as contemplated in the Development Agreement.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. The foregoing Recitals are true and incorporated herein by this reference as though set forth in full.
2. Assignor hereby assigns to Assignee all of the Assignable Rights of Assignor under the Development Agreement.
3. Assignee hereby assumes all of the burdens and obligations of Assignor under the Development Agreement and agrees to observe and fully perform all of the duties and obligations of Assignor under the Development Agreement, and to be subject to all the terms and conditions thereof, with respect to the Property and Assignable Rights. It is the express intention of Assignor and Assignee that, upon the execution of this Agreement, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement.
4. This Agreement shall take effect and be binding only upon the City Manager's consent to and approval of the Agreement.
5. Assignee represents and warrants that it has reviewed and is familiar with the terms and conditions of the Development Agreement. Assignee acknowledges that the Assignable Rights are as set forth in Section 10.1 of the Development Agreement, and the duties of Assignor thereunder and the duties of Assignee hereunder, as between Assignee and City, shall be without reference to any underlying agreements or understandings that may exist between Assignee, Assignor, or any other party with respect to the subject matter hereof, and that City is not party to such other agreements.
6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[Signatures on the following page]

ASSIGNOR/DEVELOPER:

JDI Farms, California Corporations

By: _____

Its: _____

ASSIGNEE

_____, a
California

By: _____

AGREED TO AND ACCEPTED:

CITY OF OAKDALE
a California municipal corporation

City Manager



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Jeff Gravel, Public Services Director

Subject: By Minute Order Consideration to Development of a Dog Park in the Storm Drainage Basin located at the south east corner of Maag Avenue and G Street to be funded primarily funded by Community Volunteers.

I. BACKGROUND/DISSION

On October 19, 2020 the City Council approved the concept of designing a dog park at the drainage basin on Maag Avenue, located immediately north of the Oakdale Junior High School. This approval came after hearing a presentation from community volunteers Jennifer Stasio and Michelle Thomasser. At that time, they presented the idea of constructing a dog park.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Dog Park 2
MEETING DATE: June 21, 2021
REPORT DATE: June 17, 2021

II. FISCAL IMPACT

There is only minimal fiscal impact in that the City will supply and install a drinking fountain and trash receptacle, currently in our inventory.

III. RECOMMENDATION

Staff recommends by minute order; the City Council concur with the Planning Commission' support of the dog park alternate location at the southeast corner of Maag Avenue and G Street as a suitable location for a dog park.



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021
To: Mayor Bairos and Members of the City Council
From: Albert Avila, Finance Director
Subject: 2021/2022 Bridle Ridge Lighting & Landscaping Districts Assessments

I. Background:

Annually the City Council must levy the assessments for the lighting and landscaping districts. This is the first step in the process to place the assessments on the property tax rolls.

At the July 19 Council meeting, a public hearing will be held to provide the property owners an opportunity to provide input on the assessments and then Staff will recommend that the City Council adopt resolutions to levy the assessments for each of the Districts for the 2021/22 fiscal year.

II. Discussion:

The preliminary engineer's report for each of the districts is included in your packets. The proposed assessments are at or below the authorized levels. The authorized level is the maximum amount that can be levied without a required election of the affected property owners within the districts.

	<u>Number Of Parcels</u>	<u>Authorized Assessment</u>	<u>Actual Assessment</u>
Bridle Ridge	1100	\$535.26	\$535.26

The proposed annual increase is as follows:

	<u>2020/21 Actual</u>	<u>2020/21 Actual</u>	<u>Proposed Increase</u>
Bridle Ridge	\$519.66	\$535.26	\$15.60

The maintenance of all the districts includes the maintenance of mow strips along the residential neighborhoods and the major streets within each of the district as well as the parks and trails. The following is a summary:

Residential/main street frontage linear feet



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: 2021/2022 Bridle Ridge Lighting & Landscaping Districts Assessments
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Linear Ft

Bridle Ridge 87,320

The Parks and Trail acreage are as follow:

Bridle Ridge

Trail	7.6
Dog Park	3.3
Shire Park	3.0
Parkside/Medlin	3.6
Basin East	<u>3.6</u>
Total	<u>21.1</u>

III. Fiscal Impact

There is no General Fund impact. The assessments pay for the costs within each district.

IV. Recommendation:

Staff recommends that the City Council adopt the resolutions initiating proceedings for the levy and collection of assessments, approving the Engineers Report and declaring intent to levy and collect the assessments for the 2020/21 fiscal year.

V. Attachments:

- Attachment A – Resolution initiating proceedings
- Attachment B – Resolution approving Engineers Report
- Attachment C – Resolution Declaring Intent for Levy and Collection of Annual Assessment
- Attachment D - Engineers Report



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE CALIFORNIA
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS AND ORDERING THE PREPARATION OF ANNUAL ENGINEER'S
REPORTS FOR THE CITY OF BRIDLE RIDGE LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICTS FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council of the City of Oakdale has previously formed several special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance districts are identified below:

Bridle Ridge Landscape and Lighting Maintenance District

(The foregoing hereafter referred to as the "Districts"); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the Districts and to prepare and file with the City Clerk, the Annual Engineer's Assessment Reports ("Reports") for each District in accordance with the 1972 Act; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. ANNUAL ENGINEER'S ASSESSMENT REPORTS: The City Council wishes to initiate proceedings for the preparation of the Reports and hereby orders Harris & Associates to prepare and file the Reports with the City Clerk. Said Reports are related to the annual levy and collection of assessments for the Districts. Said levy and collection shall be for the fiscal year commencing July, 1, 2021 and ending June 30, 2022 in accordance with *Chapter 3, Section 22622* of the 1972 Act.

SECTION 2. PROPOSED IMPROVEMENTS: The improvements within the Districts may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. For specific improvements within each District please refer to the corresponding Report for each District.

**THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED
THIS 21st DAY OF JUNE, 2021.**

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)



CITY OF OAKDALE

City Council Resolution 2021-XXX (continued)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
PROVIDING PRELIMINARY APPROVAL OF THE ANNUAL ENGINEER'S REPORT
REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR THE
BRIDLE RIDGE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT FOR FISCAL
YEAR 2021/2022**

WHEREAS, the City Council, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) did by previous Resolution, order the preparation of an Annual Engineer's Report (the "Report") for the maintenance district known and designated as the Bridle Ridge Landscape and Lighting Maintenance District (the "District"); and,

WHEREAS, there has now been presented to the City Council the Report as required by Chapter 1, Article 4, Section 22566 of the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with said Report, each and all of the budgets items and documents as set forth therein and is satisfied that the assessment amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District as set forth in said Report; and,

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

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Report as presented, consisting of the following:

- a. A Description of Improvements to be maintained and serviced,
- b. A description of the annual Costs and Expenses of the District,
- c. The Method of Apportionment of Assessments,
- d. An Assessment Roll showing the assessments to be levied against each assessable parcel in the District,
- e. A Diagram showing the boundaries of the District,

is hereby approved on a preliminary basis and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.



CITY OF OAKDALE
City Council Resolution 2021-XXX (Continued)

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE BRIDLE RIDGE LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICTS FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council has by previous Resolutions formed several special maintenance districts and has initiated proceedings for Fiscal Year 2021/22, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Stanislaus County for the Districts to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said districts are identified below:

Bridle Ridge Landscape and Lighting Maintenance District

(The foregoing hereafter referred to as the "Districts"); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the Districts and to prepare and file Annual Engineer's Assessment Reports (the "Reports") for each District, in accordance with the 1972 Act; and,

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

Section 1 Intention: The City Council hereby declares that it is its intention to seek the annual levy of the Districts pursuant to the 1972 Act, over and including the land within the District boundaries and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the Districts. The City Council finds that the public's best interest requires such levy and collection.

Section 2 District Boundaries: The boundaries of the Districts are described in the corresponding Report for said Districts. Please refer to the Reports for a full and complete description of the specific boundaries and diagrams for each District.

Section 3 Description of Improvements: The improvements within the Districts may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition.

CITY OF OAKDALE
City Council Resolution 2021-XXX (Continued)

Section 4 Proposed Assessment Amounts: For Fiscal Year 2021/22, the proposed assessments are shown in the individual Reports for each District. The proposed assessments are not considered "increased assessments", as defined by Section 54954.6 of the Government Code (the Brown Act) or by Section 53750(h) of the Government Code (Proposition 218).

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments in accordance with Chapter 3, Section 22626 of the 1972 Act. All interested persons shall be afforded the opportunity to hear and be heard. A Public Hearing on these matters will be held by the City Council on **Monday, July 19, 2021 at 7:00 p.m.** at the Oakdale City Council Chambers, located at 277 N. Second Avenue, Oakdale. The City Clerk is hereby authorized and directed to give notice of said Public Hearing as provided by Section 22626 of the 1972 Act.

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



CITY OF OAKDALE

ENGINEER'S REPORT

FISCAL YEAR 2021-22

BRIDLE RIDGE LANDSCAPE AND LIGHTING

MAINTENANCE DISTRICT

JUNE 2021

Prepared by

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

www.weareharris.com



CERTIFICATIONS

Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Oakdale, California on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA

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STATEMENT OF ASSESSMENT ENGINEER

Statement of Assessment Engineer

AGENCY: THE CITY OF OAKDALE

PROJECT: BRIDLE RIDGE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

TO: THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Bridle Ridge Landscape and Lighting Maintenance District of the City of Oakdale to provide landscaping and lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 4(a) of the State of California Constitution, this Report has been ordered for:

BRIDLE RIDGE LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Overview: This part provides a general description of the District, Proposition 218 and a summary of the proposed assessment.

PART II

Plans and Specifications: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City.

PART III

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2021-22. This section also includes a financial summary of the prior year budget.

PART IV

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established at the time of formation. For particulars as to the identification of parcels, reference is made to the District Diagram.

Appendices

- Appendix A – District Diagram
- Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ____ day of _____, 2021



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work

PART I – OVERVIEW

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below under Part II of this Report.

COMPLIANCE WITH THE CALIFORNIA CONSTITUTION

Assessments are levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (“1972 Act”). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIII D (“Article XIII D”), which was enacted with the passage of Proposition 218 (“Prop 218”) in November 1996.

In accordance with the requirements of Prop 218, on August 17, 1999, the property owners approved a formula for increasing assessments in succeeding years that allows the maintenance cost to increase by 3% each year.

Any future increase in the assessment rate, beyond the annual adjustment, or substantial changes in the services provided that would cause an assessment increase would require the approval of the property owners per Prop 218.

SUMMARY OF PROPOSED ASSESSMENT AND EXPENDITURES

A summary of the assessments to be levied is shown in the table below.

ASSESSMENT SUMMARY

Total Assessable District Costs	Total Assessable Units	Assessment Per Unit
\$588,893.42	1,100.20	\$535.26

PART II – PLANS AND SPECIFICATIONS

Plans and Specifications

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below.

The District is located in the area bounded by the Burlington, Northern & Santa Fe Railway (“BNSF”) to the north, the OID Crane Lateral to the south, generally Kaufman Road to the east and Crane Road to the west. The District consists of 1,084 assessable parcels, totaling 1,043.7675 Equivalent Units. 988 parcels are single family residential parcels (“SFR”), 92 condominium units and 1 undeveloped residential parcel that will become single family residential parcels when subdivided.

In June of 2015, the City Council approved an Amended Diagram for the District. Previously, the District had four separate diagrams, one for each of three annexations and one for the original District area. The Amended Diagram consolidated the existing Diagrams into a single diagram, showing the boundaries of the entire District. The annexations shared the same improvements, services and assessment amounts with the other parcels in the District. As a result, it was determined that there was no need to continue to delineate the boundaries of each annexation on the District Diagram.

IMPROVEMENTS AND SERVICES PROVIDED

The improvements and services within the District include, but are not limited to: operation and maintenance of landscaping, trees, shrubs, groundcover, turf, parks, irrigation system, street lighting, drainage systems and associated appurtenances. Services provided include all necessary service, administration and maintenance required to keep the all improvements in a healthy, vigorous condition and in proper working order. The specific improvements maintained within the District are shown below:

- **Residential Landscaping** – This includes turf, trees, planters and shrubs along the residential streets between the sidewalk and the curb, and along the alleys.
- **Park and Trail Maintenance** – This includes maintenance of all park areas, including turf, play areas and other facilities. Also included is maintenance of the horse and walking trails throughout the District.
- **Utilities** – This includes water for the irrigation system and electricity supplied to the streetlights.
- **Irrigation Controllers** – This includes the maintenance and servicing of the irrigation controllers, including electrical power.
- **Street Lighting** – This includes the maintenance and servicing of the streetlights owned by the City of Oakdale.
- **Play Structures** – This includes the maintenance and servicing of the playground structures in the parks.

Reference is made to the plans and specifications for the improvements on file with the City and are incorporated herein by reference.

PART III – COST ESTIMATE

Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$40,000.00
Utilities – Water	\$160,000.00
Landscaping Services	\$278,187.00
Tree Maintenance/Replacement	\$5,000.00
Electrical/Lights Maintenance	\$5,000.00
Parks Maintenance Charges	\$20,000.00
Irrigation Maintenance	\$15,000.00
Erosion Control	\$0.00
Alley Rehabilitation	\$0.00
Trail Rehabilitation	\$0.00
General Supplies	\$4,000.00
Direct Costs Sub-Total	\$527,187.00
INDIRECT COSTS	
Agency Administration	\$15,000.00
Contract Services	\$35,759.00
Advertising	\$100.00
County Administration Fee	\$251.33
Less Anticipated Investment Earnings	\$0.00
Indirect Costs Sub-Total	\$51,110.33
Sub-Total Direct and Indirect Costs	\$578,297.33
Contribution to Reserves	
Annual Capital Replacement Collection – Street Lights ¹	\$0.00
Annual Capital Replacement Collection – Street Trees ²	\$0.00
Annual Capital Replacement Collection – Park Structure ³	\$0.00
2021/22 Operating Reserve Fund Collection/(Reduction)	\$10,596.09
Total Reserve Contribution	\$10,596.09
TOTAL COSTS	\$588,893.42
Total Number of Assessable EU	1,100.20
ASSESSMENT PER EU	\$535.26

The 1972 Act allows the District assessments to "...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later."

Bridle Ridge Reserve Fund Balances

Operating Reserve Fund Balance	
Estimated Operating Fund Beginning Balance (7/1/2021)	(\$114,481.00)
2021/22 Contribution to Capital Replacement	<u>\$10,596.09</u>
Estimated Operating Fund Ending Balance (6/30/2022)	(\$103,884.91)

Capital Replacement - Street Lights Fund Balance	
Estimated Capital Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Capital Fund Ending Balance (6/30/2022)	\$0.00

Capital Replacement - Street Trees Fund Balance	
Estimated Capital Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Capital Fund Ending Balance (6/30/2022)	\$0.00

Capital Replacement - Park Structures Fund Balance	
Estimated Capital Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Capital Fund Ending Balance (6/30/2022)	\$0.00

TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)	
Total Estimated Reserve Fund Ending Balance	(\$103,884.91)

Currently, the District assessment amounts are insufficient to contribute to the Capital Replacement Funds. The tables below show sample calculations of how much money would need to be collected on an annual basis to pay for the replacement of each improvement type.

Capital Replacement Fund for Street Lighting

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the lighting poles for street lights within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or natural disaster. The current replacement cost of a lighting pole is approximately \$500.00.

Calculation Details – Street Lighting Replacement Costs

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$1 per pole)	Estimated Yearly Cost
\$412.94	402	20	\$402.00	\$8,702.09

$$\begin{aligned}
 & \$412.94 \text{ per light pole} * 402 \text{ poles} = \$201,000 \text{ (minus } 35,000.00 \text{ in initial funding)} \\
 & = \$166,001.88 \text{ (} \$412.94 * 402 \text{)} / 20 \text{ years} = \$8,300.09 + \$402.00 \text{ for Contingency} = \$8,702.09
 \end{aligned}$$

Capital Replacement Fund for Street Trees

This line item, shown on the budget page for the District, is specifically intended for the use in replacing and trimming of the street trees within the District. There are three reasons to prepare for this: First, there is a finite life span of all trees. Different trees have different life spans but all will need to be replaced at some point in the future. Secondly, there must be a contingency plan in place for the possibility that a tree gets damaged or is knocked down, either by way of accident or natural disaster. Third and lastly, as the street trees get larger, they will need to be trimmed by a professional arborist which will extend the life of the trees and reduce the possibility that the trees might fall down in high wind, causing additional damage.

Calculation Details – Street Tree Replacement Costs

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Contingency (\$1 per tree)	Estimated Yearly Cost
\$166.67	1,500	20	\$1,500	\$14,000.25

$$\begin{aligned}
 & \$300.00 \text{ per tree} * 1,500 \text{ trees} = \$450,000.00 \text{ (minus } \$200,000 \text{ initial funding)} \\
 & = \$250,005.00 \text{ (} \$166.67 * 1,500 \text{)} / 20 \text{ years} = \$12,500.25 + \$1,500.00 \text{ for Contingency} = \$14,000.25
 \end{aligned}$$

Capital Replacement Fund for Park Structures

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the park structures within the District. There are two reasons to consider the replacement of this improvement. First, there is a finite life span of this equipment, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that the equipment gets damaged, either by way of accident, vandalism or natural disaster.

The Bridle Ridge District has 2 parks. Each park has a structure, installed at different times. The structure in Bridle Ridge Park I was installed in April of 2006. The expected remaining life span for this structure is 13 years. The structure in Bridle Ridge Park II was installed in April of 2010 has an expected remaining life span of 17 years. The current replacement cost of the older park structure, in Bridle Ridge I, is approximately \$85,000.00. The current replacement cost for the newer park structure is approximately \$111,000.00.

Calculation Details – Park Structure Replacement Costs (Bridle Ridge I)

Replacement Cost	Estimated Life Span (Years)	Contingency	Estimated Yearly Cost
\$60,000.00	13	\$100.00	\$4,715.38

$$\begin{aligned} & \$85,000.00 \text{ (minus } \$25,000.00 \text{ initial funding)} = \$60,000.00 / 13 \text{ years} \\ & = \$4,615.38 + \$100.00 \text{ for Contingency} = \$4,715.38 \end{aligned}$$

Calculation Details – Park Structure Replacement Costs (Bridle Ridge II)

Replacement Cost	Estimated Life Span (Years)	Contingency	Estimated Yearly Cost
\$86,000.00	17	\$100.00	\$5,158.82

$$\begin{aligned} & \$111,000.00 \text{ (minus } \$25,000.00 \text{ initial funding)} = \$86,000.00 / 17 \text{ years} \\ & = \$5,058.82 + \$100.00 \text{ for Contingency} = \$5,158.82 \end{aligned}$$

The above calculations will be reviewed and revised as necessary, on an annual basis, to ensure the annual collections are sufficient to meet the future replacement needs of the District.

Description of Budget Items

Utilities – Electricity: The costs to provide electrical power to the District lighting improvements as well as the irrigation controllers.

Utilities – Water: The costs to provide water for the maintenance of the District landscaping improvements.

Landscaping Services: Includes the costs associated with all labor material and equipment required to properly maintain the landscaping improvements and appurtenant facilities within the District as well as all items related to the irrigation system.

Tree Maintenance/Replacement: The costs associated with the ongoing maintenance, care, trimming and replacement of street trees.

Electrical/Lighting Maintenance: The costs associated with the ongoing maintenance and repair of the lighting systems. Such items may include but are not limited to, wiring, bulbs, poles, etc.

Parks Maintenance Charges: The costs associated with managing the landscape contract and maintenance of the irrigation system.

Irrigation Maintenance: The costs associated with the ongoing maintenance and repair of the irrigation system. Such items may include but are not limited to, irrigation controllers, pumps, sprinkler lines, sprinkler heads, etc.

Erosion Control: The costs associated with the contracting to control the erosion of landscaped areas within the District.

Alley Rehabilitation: The contractual costs to replace/repair the irrigation systems and plantings along the alleys within the District.

Trail Rehabilitation: The contractual costs to include replace/repair irrigation system, electrical systems and plantings along the trail system in the District.

General Supplies: Costs include the purchase of streetlights and plastic bags for residents to use for disposal of pet waste.

Agency Administration: Costs associated with individual City employees (City Clerk, City Council, City Manager, Finance Director, Finance Staff, City Engineer, etc.) who contribute time to the administration of the District, preparation of meetings, notices, etc., as well as paying bills for District expenses.

Contract Services: The costs associated with hiring a company to manage and perform the annual administration duties of the District and other associated costs.

Advertising: Costs associated with publishing public notices related to meeting dates regarding District matters.

County Administration Fee: The County costs for placement of the annual assessments onto the tax roll and the generation of annual tax bills related thereto. Stanislaus County charges \$75.00 per Agency, \$25.00 per District and \$0.20 per parcel. Each of the City's nine Districts shares in the \$75.00 charge equally. The \$0.20 is added to the assessment amounts after they have been submitted to the County for inclusion on the Tax Roll.

Operating Reserve Fund Collection/(Reduction): This item shows the amount collected for or reduced (used) from the District Reserve Fund.

Capital Replacement Funds: See descriptions above.

PART IV – METHOD OF APPORTIONMENT

Method of Apportionment

General Provisions

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Prop 218:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on improvements as determined at the time the District was established.

General Benefits

The improvements within this District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install landscape improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties developed and not for the benefit of surrounding properties.

Although many landscape improvements (by virtue of their location), may be visible to surrounding properties or to the public at large, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit to those properties. Therefore, it has been determined that the improvements within this District and the ongoing operation and maintenance of those improvements are clearly a direct and special benefit to properties within the District. Unless otherwise noted, these improvements provide no measurable general benefit to properties outside the District or to the public at large.

Special Benefits

The method of apportionment (assessment methodology) approved at the time the District was formed is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local landscape improvements installed as part of the original improvement. The desirability and safety of properties within the District are enhanced by the presence of well-maintained landscaping and street lighting in close proximity to those properties. The special benefits associated with the local landscaping and lighting improvements are specifically:

- Improved aesthetic appeal provided by a positive representation of the development, neighborhood and the community.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and consequent reduction of possible property damage.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Parcels

Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels may include:

- 1) Publicly owned parcels that are reserved as Public Open Space or are developed as City Parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain Public Utility parcels;
- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel

Assessment Range Formula

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments "may be adjusted for inflation pursuant to a clearly defined formula..." A formula for an inflationary adjustment is therefore included as part of the maximum assessment within the District and was approved by the property owner(s) at the time of formation/annexation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law. The Government Code excludes certain conditions of a new or increased assessment. These conditions include, "An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency..."



The initial maximum assessment for the District was established at the time of formation. The initial maximum assessment has been adjusted each fiscal year subsequent to the year of formation (2004/05), by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment, adjusted annually by a percentage not greater than three percent (3%) over the previous year’s maximum assessment.
- Each fiscal year, the 3% increase has been applied to the Maximum Assessment Rate established the previous fiscal year to calculate the Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, the proposed annual assessment is not considered an increase.

Beginning in the second fiscal year after the formation of the District (2005/06), and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Maximum Assessment Rate (Adjusted Maximum Assessment Rate) has been established for each fiscal year using the Assessment Range Formula described above. The Adjusted Maximum Assessment Rate has been calculated independent of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered an increased assessment under the terms of Proposition 218 or the Government Code.

A table showing the historical increases and the corresponding Adjusted Maximum Assessment for each year since the formation of the District is shown in the table below.

Historical Increases

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2004/05	N/A	N/A	\$323.84	\$0.00	\$0.00	\$323.84
2005/06	3.0%	1.03	\$333.56	\$0.20	\$333.34	\$333.54
2006/07	3.0%	1.03	\$343.56	\$0.20	\$343.34	\$343.54
2007/08	3.0%	1.03	\$353.87	\$0.20	\$353.64	\$353.84
2008/09	3.0%	1.03	\$364.48	\$0.20	\$364.24	\$364.44
2009/10	3.0%	1.03	\$375.42	\$0.20	\$375.18	\$375.38
2010/11	3.0%	1.03	\$386.68	\$0.20	\$386.44	\$386.64
2011/12	3.0%	1.03	\$398.28	\$0.20	\$398.08	\$398.28
2012/13	3.0%	1.03	\$410.23	\$0.20	\$398.08	\$398.28
2013/14	3.0%	1.03	\$422.54	\$0.20	\$421.94	\$422.14
2014/15	3.0%	1.03	\$435.21	\$0.20	\$435.00	\$435.20
2015/16	3.0%	1.03	\$448.27	\$0.20	\$448.06	\$448.26
2016/17	3.0%	1.03	\$461.72	\$0.20	\$461.52	\$461.72
2017/18	3.0%	1.03	\$475.57	\$0.20	\$475.36	\$475.56
2018/19	3.0%	1.03	\$489.84	\$0.20	\$489.64	\$489.84
2019/20	3.0%	1.03	\$504.53	\$0.20	\$504.32	\$504.52
2020/21	3.0%	1.03	\$519.67	\$0.20	\$345.66	\$345.86
2021/22	3.0%	1.03	\$535.26	\$0.20	\$535.06	\$535.26

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.

Assessment Methodology

The formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels. One of the more common approaches to fairly distributing District costs to the benefitting parcels utilizes a methodology referred to as the Equivalent Unit ("EU") method of apportionment. This method utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to other properties benefitting from the improvements.

The District is comprised of three residential parcel types; subdivided, developed single family residential parcels ("SFR"), condominiums ("CON") and un-subdivided residential parcels ("U-RES").

The SFR parcels are used as the baseline for assessment purposes and are deemed to receive equal benefit from the improvements. Each SFR parcel therefore is assigned 1 unit per parcel or 1 EU.

Each CON parcel also receives similar benefit from the improvements but is typically smaller in size and living space than SFR parcels. It has been determined therefore, the EU for each CON parcel should be less than that of an SFR. In this case, CON parcels have been assigned an EU factor of 0.60 per parcel/unit.

SFV parcels have been assigned an EU factor of .25 per acre, so long as the improvements have not been installed. If the improvements have been installed, those parcels will be assessed as SFR parcels. Regardless of whether the improvements have been installed, if a building permit has been issued by the City as of June 30 each year, said parcels will be assessed as SFR parcels.

U-RES parcels with no improvements to the property are also treated and assessed as SFV parcels, so long as the improvements have not been installed. If the improvements have been installed, those parcels will be assessed based on the total number of single family residential lots planned at build-out. The EU assigned to each parcel is based on the estimated number of single family lots planned. When development occurs, the EU for these parcels will be converted to the actual number of parcels and corresponding development type.

The total District EU is then divided into the "Total Costs" (as shown in Part III of this Report) to determine the annual assessment rate. The EU for each parcel is then multiplied by the annual assessment rate to determine the annual assessment for each parcel. The budget for the annual maintenance, servicing and administration of the improvements has been prepared based on estimated and historical costs.

APPENDIX A – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Stanislaus County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A complete listing of parcels assessed within the District for Fiscal Year 2021-22, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels receive little or no benefit from the improvements and are therefore, exempted from assessment.

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-052-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-052-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-006	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-053-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-046	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-053-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-059	EXE	\$535.26	\$535.26	0.00	\$0.00
063-053-060	EXE	\$535.26	\$535.26	0.00	\$0.00
063-053-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-062	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-063	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-064	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-065	SFR	\$535.26	\$535.26	1.00	\$535.26
063-053-066	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-020	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-054-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-060	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-054-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-062	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-063	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-064	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-065	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-066	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-067	SFR	\$535.26	\$535.26	1.00	\$535.26
063-054-068	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-055-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-009	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-056-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-042	EXE	\$535.26	\$535.26	0.00	\$0.00
063-056-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-056-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-003	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-057-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-043	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-057-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-062	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-063	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-064	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-065	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-066	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-067	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-068	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-069	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-070	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-071	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-072	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-073	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-074	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-075	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-076	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-077	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-078	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-079	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-080	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-081	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-082	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-083	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-057-084	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-085	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-086	SFR	\$535.26	\$535.26	1.00	\$535.26
063-057-087	EXE	\$535.26	\$535.26	0.00	\$0.00
063-058-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-036	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-058-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-058-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-015	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-059-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-059-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-060-030	EXE	\$535.26	\$535.26	0.00	\$0.00
063-061-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-004	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-061-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-061-043	EXE	\$535.26	\$535.26	0.00	\$0.00
063-061-044	EXE	\$535.26	\$535.26	0.00	\$0.00

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-062-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-062-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-023	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-063-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-062	SFR	\$535.26	\$535.26	1.00	\$535.26
063-063-063	EXE	\$535.26	\$535.26	0.00	\$0.00

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-063-064	EXE	\$535.26	\$535.26	0.00	\$0.00
063-063-065	EXE	\$535.26	\$535.26	0.00	\$0.00
063-064-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-038	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-064-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-064-061	EXE	\$535.26	\$535.26	0.00	\$0.00
063-065-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-017	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-065-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-019	EXE	\$535.26	\$535.26	0.00	\$0.00
063-065-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-057	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-065-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-065-061	EXE	\$535.26	\$535.26	0.00	\$0.00
063-070-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-036	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-070-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-070-060	EXE	\$535.26	\$535.26	0.00	\$0.00
063-071-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-016	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-071-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-071-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-012	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-072-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-052	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-072-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-062	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-063	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-064	SFR	\$535.26	\$535.26	1.00	\$535.26
063-072-065	EXE	\$535.26	\$535.26	0.00	\$0.00
063-073-001	EXE	\$535.26	\$535.26	0.00	\$0.00
063-073-018	EXE	\$535.26	\$535.26	0.00	\$0.00
063-074-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-024	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-074-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-035	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-036	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-049	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-050	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-074-060	EXE	\$535.26	\$535.26	0.00	\$0.00
063-075-001	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-002	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-003	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-004	CON	\$535.26	\$535.26	0.60	\$321.16

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-075-005	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-006	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-007	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-008	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-009	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-010	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-011	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-012	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-013	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-014	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-015	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-016	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-017	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-018	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-019	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-020	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-021	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-022	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-023	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-024	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-025	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-026	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-027	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-028	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-029	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-030	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-031	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-032	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-033	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-034	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-035	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-036	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-037	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-038	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-039	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-040	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-041	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-042	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-043	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-044	CON	\$535.26	\$535.26	0.60	\$321.16

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-075-045	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-046	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-047	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-048	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-049	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-050	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-051	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-052	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-053	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-054	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-055	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-056	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-057	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-058	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-059	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-060	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-061	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-062	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-063	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-064	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-065	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-066	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-067	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-068	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-069	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-070	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-071	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-072	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-073	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-074	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-075	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-076	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-077	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-078	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-079	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-080	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-081	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-082	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-083	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-084	CON	\$535.26	\$535.26	0.60	\$321.16

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-075-085	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-086	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-087	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-088	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-089	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-090	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-091	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-092	CON	\$535.26	\$535.26	0.60	\$321.16
063-075-093	EXE	\$535.26	\$535.26	0.00	\$0.00
063-075-094	EXE	\$535.26	\$535.26	0.00	\$0.00
063-077-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-051	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-052	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-053	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-054	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-055	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-056	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-057	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-058	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-059	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-060	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-061	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-062	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-063	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-065	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-066	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-067	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-068	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-069	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-070	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-071	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-072	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-073	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-077-074	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-075	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-076	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-077	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-078	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-079	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-080	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-081	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-082	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-083	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-084	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-085	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-086	SFR	\$535.26	\$535.26	1.00	\$535.26
063-077-087	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-026	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-079-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-028	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-029	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-030	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-031	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-032	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-033	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-034	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-037	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-038	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-039	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-040	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-041	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-042	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-043	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-044	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-045	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-046	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-047	SFR	\$535.26	\$535.26	1.00	\$535.26
063-079-048	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-080-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-081-009	NON	\$535.26	\$535.26	0.00	\$0.00
063-081-010	NON	\$535.26	\$535.26	0.00	\$0.00

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-081-011	NON	\$535.26	\$535.26	0.00	\$0.00
063-082-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-010	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-014	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-015	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-016	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-017	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-018	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-019	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-020	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-021	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-022	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-023	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-024	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-025	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-026	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-027	SFR	\$535.26	\$535.26	1.00	\$535.26
063-082-028	NON	\$535.26	\$535.26	0.00	\$0.00
063-082-029	NON	\$535.26	\$535.26	0.00	\$0.00
063-083-001	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-002	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-003	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-004	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-005	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-006	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-007	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-008	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-009	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-010	SFR	\$535.26	\$535.26	1.00	\$535.26

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-083-011	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-012	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-013	SFR	\$535.26	\$535.26	1.00	\$535.26
063-083-014	NON	\$535.26	\$535.26	0.00	\$0.00

TOTALS: **1,100.2000** **\$588,893.42**



APPENDIX B – ASSESSMENT DIAGRAM

The following pages show the Assessment Diagram for the District. The lines and dimensions shown on maps of the Stanislaus County Assessor for the current year are incorporated by reference herein and made a part of this Report.



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Albert Avila, Finance Director

Subject: 2021/2022 Vineyard Lighting & Landscaping Districts Assessments

I. Background:

Annually the City Council must levy the assessments for the lighting and landscaping districts. This is the first step in the process to place the assessments on the property tax rolls.

At the July 19 Council meeting, a public hearing will be held to provide the property owners an opportunity to provide input on the assessments and then Staff will recommend that the City Council adopt resolutions to levy the assessments for each of the Districts for the 2021/22 fiscal year.

II. Discussion:

The preliminary engineer's report for each of the districts is included in your packets. The proposed assessments are at or below the authorized levels. The authorized level is the maximum amount that can be levied without a required election of the affected property owners within the districts.

	<u>Number Of Parcels</u>	<u>Authorized Assessment</u>	<u>Actual Assessment</u>
Vineyard	392	\$690.88	\$594.48

The proposed annual increase is as follows:

	<u>2020/21 Actual</u>	<u>2021/22 Actual</u>	<u>Proposed Increase</u>
Vineyard	\$594.48	\$594.48	\$ 0.00

The maintenance of all the districts includes the maintenance of mow strips along the residential neighborhoods and the major streets within each of the district as well as the parks and trails. The following is a summary:

Residential/main street frontage linear feet



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: 2021/2022 Vineyards Lighting & Landscaping Districts Assessments
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Linear Ft

Vineyard 30,577

The Parks acreage are as follow:

Park East	2.3
Park West	<u>3.3</u>
Total	<u>5.6</u>

III. Fiscal Impact

There is no General Fund impact. The assessments pay for the costs within each district.

IV. Recommendation:

Staff recommends that the City Council adopt the resolutions initiating proceedings for the levy and collection of assessments, approving the Engineers Report and declaring intent to levy and collect the assessments for the 2021/22 fiscal year.

V. Attachments:

- Attachment A – Resolution initiating proceedings
- Attachment B – Resolution approving Engineers Report
- Attachment C – Resolution Declaring Intent for Levy and Collection of Annual Assessment
- Attachment D- Engineers Reports – Vineyard



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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OAKDALE CALIFORNIA
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS AND ORDERING THE PREPARATION OF ANNUAL ENGINEER'S
REPORTS FOR THE VINEYARD LANDSCAPE AND LIGHTING MAINTENANCE
DISTRICTS FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council of the City of Oakdale has previously formed several special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance districts are identified below:

The Vineyard Landscape and Lighting Maintenance District

(The foregoing hereafter referred to as the "Districts"); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the Districts and to prepare and file with the City Clerk, the Annual Engineer's Assessment Reports ("Reports") for each District in accordance with the 1972 Act; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. ANNUAL ENGINEER'S ASSESSMENT REPORTS: The City Council wishes to initiate proceedings for the preparation of the Reports and hereby orders Harris & Associates to prepare and file the Reports with the City Clerk. Said Reports are related to the annual levy and collection of assessments for the Districts. Said levy and collection shall be for the fiscal year commencing July, 1, 2021 and ending June 30, 2022 in accordance with *Chapter 3, Section 22622* of the 1972 Act.

SECTION 2. PROPOSED IMPROVEMENTS: The improvements within the Districts may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. For specific improvements within each District please refer to the corresponding Report for each District.



CITY OF OAKDALE

City Council Resolution 2021-XXX (Continued)

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
PROVIDING PRELIMINARY APPROVAL OF THE ANNUAL ENGINEER'S REPORT
REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR
THE VINEYARD LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT FOR
FISCAL YEAR 2021/2022**

WHEREAS, the City Council, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) did by previous Resolution, order the preparation of an Annual Engineer's Report (the "Report") for the maintenance district known and designated as the Vineyard Landscape and Lighting Maintenance District (the "District"); and,

WHEREAS, there has now been presented to the City Council the Report as required by Chapter 1, Article 4, Section 22566 of the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with said Report, each and all of the budgets items and documents as set forth therein and is satisfied that the assessment amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District as set forth in said Report; and,

**NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY
THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:**

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Report as presented, consisting of the following:

- a. A Description of Improvements to be maintained and serviced,
- b. A description of the annual Costs and Expenses of the District,
- c. The Method of Apportionment of Assessments,
- d. An Assessment Roll showing the assessments to be levied against each assessable parcel in the District,
- e. A Diagram showing the boundaries of the District,

is hereby approved on a preliminary basis and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.



CITY OF OAKDALE
City Council Resolution 2021-XXX (Continued)

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR THE VINEYARD LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICTS FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council has by previous Resolutions formed several special maintenance districts and has initiated proceedings for Fiscal Year 2021/22, pursuant to the provisions of the “Landscape and Lighting Act of 1972” (the “1972 Act”), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Stanislaus County for the Districts to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said districts are identified below:

The Vineyard Landscape and Lighting Maintenance District

(The foregoing hereafter referred to as the “Districts”); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the Districts and to prepare and file Annual Engineer’s Assessment Reports (the “Reports”) for each District, in accordance with the 1972 Act; and,

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

Section 1 Intention: The City Council hereby declares that it is its intention to seek the annual levy of the Districts pursuant to the 1972 Act, over and including the land within the District boundaries and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the Districts. The City Council finds that the public’s best interest requires such levy and collection.

Section 2 District Boundaries: The boundaries of the Districts are described in the corresponding Report for said Districts. Please refer to the Reports for a full and complete description of the specific boundaries and diagrams for each District.

Section 3 Description of Improvements: The improvements within the Districts may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition.



CITY OF OAKDALE

City Council Resolution 2021-XXX (Continued)

Section 4 Proposed Assessment Amounts: For Fiscal Year 2021/22, the proposed assessments are shown in the individual Reports for each District. The proposed assessments are not considered “increased assessments”, as defined by Section 54954.6 of the Government Code (the Brown Act) or by Section 53750(h) of the Government Code (Proposition 218).

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments in accordance with Chapter 3, Section 22626 of the 1972 Act. All interested persons shall be afforded the opportunity to hear and be heard. A Public Hearing on these matters will be held by the City Council on **Monday, July 19, 2021 at 7:00 p.m.** at the Oakdale City Council Chambers, located at 277 N. Second Avenue, Oakdale. The City Clerk is hereby authorized and directed to give notice of said Public Hearing as provided by Section 22626 of the 1972 Act.

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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:

Rouze Roberts, City Clerk



CITY OF OAKDALE

ENGINEER'S REPORT

FISCAL YEAR 2021-22

VINEYARD LANDSCAPE AND LIGHTING

MAINTENANCE DISTRICT

JUNE 2021

Prepared by

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

www.weareharris.com

CERTIFICATIONS

Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Oakdale, California on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA

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STATEMENT OF ASSESSMENT ENGINEER

Statement of Assessment Engineer

AGENCY: THE CITY OF OAKDALE

PROJECT: VINEYARD LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

TO: THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Vineyard Landscape and Lighting Maintenance District of the City of Oakdale to provide landscaping and lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 4(a) of the State of California Constitution, this Report has been ordered for:

VINEYARD LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Overview: This part provides a general description of the District, Proposition 218 and a summary of the proposed assessment.

PART II

Plans and Specifications: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City.

PART III

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2021-22. This section also includes a financial summary of the prior year budget.

PART IV

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established at the time of formation. For particulars as to the identification of parcels, reference is made to the District Diagram.

Appendices

Appendix A – District Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ____ day of _____, 2021



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work

PART I – OVERVIEW

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below under Part II of this Report.

COMPLIANCE WITH THE CALIFORNIA CONSTITUTION

Assessments are levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID ("Article XIID"), which was enacted with the passage of Proposition 218 ("Prop 218") in November 1996.

In accordance with the requirements of Prop 218, on August 17, 1999, the property owners approved a formula for increasing assessments in succeeding years that allows the assessments to increase by three percent (3.0%) annually.

Any future increase in the assessment rate, beyond the annual 3% adjustment, or substantial changes in the services provided that would cause an assessment increase would require that the District be brought into compliance with all of the requirements of Article XIID and would require the approval of the property owners per Prop 218.

SUMMARY OF PROPOSED ASSESSMENT AND EXPENDITURES

A summary of the assessments to be levied is shown in the table below.

ASSESSMENT SUMMARY

Total Assessable District Costs	Total Assessable Units	Assessment Per Unit
\$233,511.84	392.66804	\$594.68

PART II – PLANS AND SPECIFICATIONS

Plans and Specifications

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below.

The District is located in the area bounded by State Highway 108 to the north, Tioga Avenue to the south, Stanislaus County Assessor's Map page 063-016 to the east and Crane Road to the west. The District originally consisted of 156 assessable parcels, all of which are developed single family residences. There was an annexation to the District completed in 2006/2007 which called for an additional 146 single family residential parcels (SFR), 71 medium density, detached parcels (MD-D), 50 multi-family residential units (MFR), and a 7.75 acre commercial parcel. This equated to a total EU at build-out of 278.00 for the annexed area.

During the Fiscal Year 2013/14, one large, vacant parcel was developed in the annexed area resulting in 54 single family lots. These SFR parcels are accounted for in the total EU described above.

The District currently consists of 356 single family residences, 61 MD-D parcels and one vacant commercial parcel (6.804 acres) for a total Equivalent Unit ("EU") count of 392.668. The MFR units originally proposed for the annexed area have been re-zoned as commercial property. When those parcels develop, the total EU for the District will be adjusted accordingly. At build-out, the District is now proposed to consist of approximately 420.00 EU. Page 10 of this Report contains a table showing the corresponding EU for each parcel type.

At the time of annexation, the annexed area was referred to as Zone 2 and the original District was referred to as Zone 1. At that time, the engineer's report contained two separate budgets, one for each Zone. The improvements within the District however, shown on the next page, are the same for both areas. If one zone had unique improvements and costs, it would make sense, and in fact be necessary, to have separate and distinct budgets. Since the improvements within the District are uniform, there is no need for separate budgets. As a result the City has determined to combine the two budgets for ease of administration. In Fiscal Year 2014/15, the City Council approved combining the District budget page into a single budget. Prior to that time, the District had two separate budget sheets with the same cost items in each.

IMPROVEMENTS AND SERVICES PROVIDED

The improvements and services within the District include, but are not limited to: operation and maintenance of landscaping, trees, shrubs, groundcover, turf, parks, sidewalks, irrigation system, street lighting, drainage systems and associated appurtenances. Services provided include all necessary service, administration and maintenance required to keep the all improvements in a healthy, vigorous condition and in proper working order. The specific improvements maintained within the District are shown below:

- **Street Landscaping** – This includes turf, trees, shrubs and sidewalks along West "F" Street and Crane Road.
- **Parks and Detention Basin** – This includes maintenance of all park areas, including turf, play areas and other facilities.
- **Utilities** – This includes water for the irrigation system and electricity supplied to the streetlights.
- **Irrigation System** – This includes the maintenance and servicing of the irrigation controllers, including electrical power.

- **Street Lighting** – This includes the maintenance and servicing of the 154 streetlights owned by the City of Oakdale.
- **Median Strip** – This includes the maintenance and servicing of approximately 160 liner feet of median strip along Crane Road.
- **Street Trees** – This includes the maintenance and servicing of approximately 160 liner feet of trees, turf and sidewalks along Willow Drive.

Reference is made to the plans and specifications for the improvements on file with the City and are incorporated herein by reference.

PART III – COST ESTIMATE

Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$10,500.00
Utilities – Water	\$70,000.00
Landscaping Services	\$82,830.00
Tree Maintenance/Replacement	\$15,000.00
Electrical/Lights Maintenance	\$5,000.00
Parks Maintenance Charges	\$10,000.00
Irrigation Maintenance	\$5,000.00
General Supplies	\$1,825.00
Direct Costs Sub-Total	\$200,155.00
INDIRECT COSTS	
Agency Administration	\$7,655.00
Contract Services	\$21,910.00
Advertising	\$100.00
County Administration Fee	\$116.93
Unrealized Gains/Losses	(\$4,064.00)
Less Anticipated Investment Earnings	(\$5,000.00)
Indirect Costs Sub-Total	\$20,717.93
Sub-Total Direct and Indirect Costs	\$220,872.93
Contribution to Reserves	
Annual Capital Replacement Fund Collection – Street Lights ¹	\$4,212.97
Annual Capital Replacement Fund Collection – Street Trees ²	\$4,212.97
Annual Capital Replacement Fund Collection – Park Structure ³	\$4,212.97
2021/22 Operating Reserve Fund Collection/Reduction	\$0.00
Total Reserve Contribution	\$12,638.91
TOTAL COSTS	\$233,511.84
Total Number of Assessable Parcels/EU	392.668
ASSESSMENT PER EU	\$594.68

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Vineyard Reserve Fund Balances

<u>Operating Reserve Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$110,436.47
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$110,436.47

<u>Capital Replacement - Street Lights Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$99,396.24
2021/22 Contribution to Capital Replacement	<u>\$4,212.97</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$103,609.21

<u>Capital Replacement - Street Trees Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$99,396.24
2021/22 Contribution to Capital Replacement	<u>\$4,212.97</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$103,609.21

<u>Capital Replacement - Park Structures Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$99,396.24
2021/22 Contribution to Capital Replacement	<u>\$4,212.97</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$103,609.21

<u>TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)</u>	
Total Estimated Reserve Fund Ending Balance	\$421,264.09

Currently, the District assessment amounts are insufficient to contribute to the Capital Replacement Funds. The tables below show sample calculations of how much money would need to be collected on an annual basis to pay for the replacement of each improvement type.

Capital Replacement Fund for Street Lighting

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the lighting poles for streetlights within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or natural disaster. The current replacement cost of a lighting pole is approximately \$500.00.

Calculation Details – Street Lighting Replacement Costs

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$1 per pole)	Estimated Yearly Cost
\$227.28	154	20	\$154.00	\$1,904.05

$\$500.00 \text{ per light pole} * 154 \text{ poles} = \$77,000.00$ (minus \$42,000.00 in initial funding) = \$35,000.00
 $(\$227.28 * 154) / 20 \text{ years} = \$1,750.00 + \$154.00 \text{ for Contingency} = \$1,904.05 \text{ annually.}$

Capital Replacement Fund for Street Trees

This line item, shown on the budget page for the District, is specifically intended for the use in replacing and trimming of the street trees within the District. There are three reasons to prepare for this: First, there is a finite life span of all trees. Different trees have different life spans but all will need to be replaced at some point in the future. Secondly, there must be a contingency plan in place for the possibility that a tree gets damaged or is knocked down, either by way of accident or natural disaster. Third and lastly, as the street trees get larger, they will need to be trimmed by a professional arborist which will extend the life of the trees and reduce the possibility that the trees might fall down in high wind, causing additional damage.

Calculation Details – Street Tree Replacement Costs

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Contingency (\$1 per tree)	Estimated Yearly Cost
\$280.00	350	20	\$350.00	\$5,250.00

$\$300.00 \text{ per tree} * 350 \text{ trees} = \$105,000.00$ (minus \$7,000.00 initial funding) = \$98,000.00
 $(\$280.00 * 350) / 20 \text{ years} = \$4,900.00 + \$350.00 \text{ for Contingency} = \$5,250.00 \text{ annually.}$

Capital Replacement Fund for Park Structures

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the playground equipment within the District. There are two reasons to consider the replacement of this improvement. First, there is a finite life span of this equipment, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that the equipment gets damaged, either by way of accident, vandalism or natural disaster. The current replacement cost of the park structures in this District is approximately \$195,000.00.

The Vineyard District has 2 parks. Each park has a structure, installed at different times. The structure in Vineyard Park I was installed in April of 2006. The expected remaining life span for this structure is 13 years. The structure in Vineyard Park II was installed in April of 2010 has an expected remaining life span of 17 years. The current replacement cost of the older park structure, in Vineyard I, is approximately \$84,000.00. The current replacement cost for the park structure in Vineyard II is approximately \$111,000.00.

Calculation Details – Park Structure Replacement Costs (Vineyard I)

Replacement Cost	Estimated Life Span (Years)	Contingency	Estimated Yearly Cost
\$59,000.00	13	\$100.00	\$4,638.46

$\$84,000.00$ (minus $\$25,000.00$ initial funding) = $\$59,000.00 / 13$ years = $\$4,538.46 + \100 for Contingency = $\$4,638.46$.

Calculation Details – Park Structure Replacement Costs (Vineyard II)

Replacement Cost	Estimated Life Span (Years)	Contingency	Estimated Yearly Cost
\$86,000.00	17	\$100.00	\$5,158.82

$\$111,000.00$ (minus $\$25,000.00$ initial funding) = $\$86,000.00 / 17$ years = $\$5,058.82 + \100.00 for Contingency = $\$5,158.82$. Total replacement cost for both park structures is $\$9,797.28$.

The above calculations will be reviewed and revised as necessary, on an annual basis, to ensure the annual collections are sufficient to meet the future replacement needs of the District.

Description of Budget Items

Utilities – Electricity: The costs to provide electrical power to the District lighting improvements as well as the irrigation controllers.

Utilities – Water: The costs to provide water for the maintenance of the District landscaping improvements.

Landscaping Services: Includes the costs associated with all labor material and equipment required to properly maintain the landscaping improvements and appurtenant facilities within the District as well as all items related to the irrigation system.

Tree Maintenance/Replacement: The costs associated with the ongoing maintenance, care, trimming and replacement of street trees.

Electrical/Lighting Maintenance: The costs associated with the ongoing maintenance and repair of the lighting systems. Such items may include but are not limited to, wiring, bulbs, poles, etc.

Parks Maintenance Charges: The costs associated with managing the landscape contract and maintenance of the irrigation system.

Irrigation Maintenance: The costs associated with the ongoing maintenance and repair of the irrigation system. Such items may include but are not limited to, irrigation controllers, pumps, sprinkler lines, sprinkler heads, etc.

Erosion Control: The costs associated with the contracting to control the erosion of landscaped areas within the District.

Alley Rehabilitation: The contractual costs to replace/repair the irrigation systems and plantings along the alleys within the District.

Trail Rehabilitation: The contractual costs to include replace/repair irrigation system, electrical systems and plantings along the trail system in the District.

General Supplies: Costs include the purchase of street lights and plastic bags for residents to use for disposal of pet waste.

Agency Administration: Costs associated with individual City employees (City Clerk, City Council, City Manager, Finance Director, Finance Staff, City Engineer, etc.) who contribute time to the administration of the District, preparation of meetings, notices, etc., as well as paying bills for District expenses.

Contract Services: The costs associated with hiring a company to manage and perform the annual administration duties of the District and other associated costs.

Advertising: Costs associated with publishing public notices related to meeting dates regarding District matters.

County Administration Fee: The County costs for placement of the annual assessments onto the tax roll and the generation of annual tax bills related thereto. Stanislaus County charges \$75.00 per Agency, \$25.00 per District and \$0.20 per parcel. Each of the City's nine Districts shares in the \$75.00 charge equally. The \$0.20 is added to the assessment amounts after they have been submitted to the County for inclusion on the Tax Roll.

Operating Reserve Fund Collection/(Reduction): This item shows the amount collected for or reduced (used) from the District Reserve Fund.

Capital Replacement Funds: See descriptions above.

PART IV – METHOD OF APPORTIONMENT

Method of Apportionment

General Provisions

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Prop 218:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on improvements as determined at the time the District was established.

General Benefits

The improvements within this District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install landscape improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties developed and not for the benefit of surrounding properties.

Although many landscape improvements (by virtue of their location), may be visible to surrounding properties or to the public at large, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit to those properties. Therefore, it has been determined that the improvements within this District and the ongoing operation and maintenance of those improvements are clearly a direct and special benefit to properties within the District. Unless otherwise noted, these improvements provide no measurable general benefit to properties outside the District or to the public at large.

Special Benefits

The method of apportionment (assessment methodology) approved at the time the District was formed is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local landscape improvements installed as part of the original improvement. The desirability and safety of properties within the District are enhanced by the presence of well-maintained landscaping and open space weed abatement in close proximity to those properties. The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, weed abatement, and dust/debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Parcels

Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels may include:

- 1) Publicly owned parcels that are reserved as Public Open Space or are developed as City Parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain Public Utility parcels;
- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel

Assessment Range Formula

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments "may be adjusted for inflation pursuant to a clearly defined formula..." A formula for an inflationary adjustment is therefore included as part of the maximum assessment within the District and was approved by the property owner(s) at the time of formation/annexation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law. The Government Code excludes certain conditions of a new or increased assessment. These conditions include, "An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency..."

The initial maximum assessment for the District was established at the time of formation. The initial maximum assessment has been adjusted each fiscal year subsequent to the year of formation (2003/04), by the following Assessment Range Formula:



- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment, adjusted annually by a percentage not greater than three percent (3%) over the previous year’s maximum assessment.
- Each fiscal year, the 3% increase has been applied to the Maximum Assessment Rate established the previous fiscal year to calculate the Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, the proposed annual assessment is not considered an increase.

Beginning in the second fiscal year after the formation of the District (2004/05), and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Maximum Assessment Rate (Adjusted Maximum Assessment Rate) has been established for each fiscal year using the Assessment Range Formula described above. The Adjusted Maximum Assessment Rate has been calculated independent of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered an increased assessment under the terms of Proposition 218 or the Government Code.

A table showing the historical increases and the corresponding Adjusted Maximum Assessment for each year since the formation of the District is shown in the table on the following page.

Historical Increases

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2003/04	N/A	N/A	\$405.82	\$0.20	\$405.62	\$405.82
2004/05	3.0%	1.03	\$417.99	\$0.20	\$417.78	\$417.98
2005/06	3.0%	1.03	\$430.53	\$0.20	\$430.30	\$430.50
2006/07	3.0%	1.03	\$443.45	\$0.20	\$443.22	\$443.42
2007/08	3.0%	1.03	\$456.75	\$0.20	\$456.52	\$456.72
2008/09	3.0%	1.03	\$470.46	\$0.20	\$470.22	\$470.42
2009/10	3.0%	1.03	\$484.57	\$0.20	\$484.36	\$484.56
2010/11	3.0%	1.03	\$499.11	\$0.20	\$498.90	\$499.10
2011/12	3.0%	1.03	\$514.08	\$0.20	\$475.40	\$475.60
2012/13	3.0%	1.03	\$529.50	\$0.20	\$525.60	\$525.80
2013/14	3.0%	1.03	\$545.39	\$0.20	\$545.18	\$545.38
2014/15	3.0%	1.03	\$561.75	\$0.20	\$561.54	\$561.74
2015/16	3.0%	1.03	\$578.60	\$0.20	\$561.54	\$561.74
2016/17	3.0%	1.03	\$595.96	\$0.20	\$561.54	\$561.74
2017/18	3.0%	1.03	\$613.84	\$0.20	\$561.54	\$561.74
2018/19	3.0%	1.03	\$632.25	\$0.20	\$561.54	\$561.74
2019/20	3.0%	1.03	\$651.22	\$0.20	\$577.16	\$577.36
2020/21	3.0%	1.03	\$670.76	\$0.20	\$594.48	\$594.68
2021/22	3.0%	1.03	\$690.88	\$0.20	\$594.48	\$594.68

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.

Assessment Methodology

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel that benefits from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Equivalent Unit (“EU”) method of apportionment. This method utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to other properties benefitting from the improvements.

The District is currently comprised of three parcel types, single family residential, medium density detached residences and vacant. The Method of Apportionment considers that other parcel types might be developed in the future and assigns an EU factor to vacant parcels. The table below shows the different parcel types and the EU assigned to each.

Parcel Type	Equivalent Units
Single Family Residence (SFR)	1.00 EU per lot
Medium Density Residence (MD-D)	0.60 EU per dwelling*
Multi-Family Residence (MFR)	0.60 EU per dwelling
Commercial Property (COM)	1.00 EU per quarter acre (or portion)
Vacant/Undeveloped Land (VAC)	0.01 EU per acre (Minimum one acre)

*The EU for this parcel type was originally designated as 1.00. It was subsequently changed to 0.60 per EU to account for the smaller size and related benefit for these parcels.

APPENDIX A – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Stanislaus County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A complete listing of parcels assessed within the District for Fiscal Year 2021/22, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-013-022	VAC	\$690.88	\$594.68	0.06804	\$40.46
063-048-001	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-012	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-014	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-015	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-021	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-022	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-023	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-024	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-025	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-026	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-027	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-028	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-029	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-030	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-031	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-032	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-033	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-034	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-048-035	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-036	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-037	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-038	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-039	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-040	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-041	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-042	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-043	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-044	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-045	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-046	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-047	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-048	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-049	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-050	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-051	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-052	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-053	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-054	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-055	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-056	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-057	SFR	\$690.88	\$594.68	1.00	\$594.68
063-048-058	NON	\$690.88	\$594.68	0.00	\$0.00
063-049-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-049-012	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-049-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-001	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-012	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-026	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-027	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-028	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-029	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-030	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-031	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-032	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-033	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-034	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-035	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-036	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-037	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-038	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-039	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-040	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-041	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-042	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-050-043	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-044	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-045	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-046	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-047	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-048	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-049	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-050	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-057	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-058	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-059	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-060	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-061	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-062	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-063	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-064	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-065	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-068	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-074	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-075	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-076	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-077	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-079	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-081	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-082	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-083	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-085	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-086	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-087	SFR	\$690.88	\$594.68	1.00	\$594.68
063-050-088	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-001	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-005	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-051-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-012	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-014	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-015	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-021	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-022	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-023	SFR	\$690.88	\$594.68	1.00	\$594.68
063-051-024	NON	\$690.88	\$594.68	0.00	\$0.00
063-051-025	NON	\$690.88	\$594.68	0.00	\$0.00
063-066-001	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-012	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-014	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-015	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-066-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-021	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-022	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-023	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-024	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-025	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-026	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-027	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-028	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-029	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-030	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-031	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-032	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-033	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-034	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-035	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-036	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-037	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-038	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-039	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-040	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-041	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-042	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-043	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-044	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-045	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-046	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-047	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-048	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-049	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-050	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-066-051	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-052	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-053	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-054	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-055	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-056	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-057	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-058	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-059	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-060	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-061	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-062	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-063	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-064	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-065	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-066	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-067	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-068	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-069	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-070	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-071	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-072	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-073	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-074	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-075	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-076	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-077	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-078	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-079	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-080	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-081	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-082	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-083	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-084	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-085	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-066-086	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-087	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-088	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-089	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-090	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-091	SFR	\$690.88	\$594.68	1.00	\$594.68
063-066-092	NON	\$690.88	\$594.68	0.00	\$0.00
063-067-001	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-012	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-014	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-015	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-021	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-022	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-023	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-024	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-025	SFR	\$690.88	\$594.68	1.00	\$594.68
063-067-026	NON	\$690.88	\$594.68	0.00	\$0.00
063-067-027	NON	\$690.88	\$594.68	0.00	\$0.00
063-068-001	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-068-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-012	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-014	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-015	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-021	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-022	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-023	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-024	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-025	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-026	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-027	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-028	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-029	SFR	\$690.88	\$594.68	1.00	\$594.68
063-068-030	SFR	\$690.88	\$594.68	1.00	\$594.68
063-076-001	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-002	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-003	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-004	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-005	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-006	MD-D	\$690.88	\$594.68	0.60	\$356.80

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-076-007	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-008	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-009	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-010	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-011	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-012	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-013	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-014	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-015	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-016	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-017	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-018	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-019	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-020	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-021	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-022	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-023	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-024	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-025	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-026	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-027	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-028	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-029	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-030	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-031	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-032	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-033	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-034	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-035	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-036	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-037	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-038	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-039	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-040	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-041	MD-D	\$690.88	\$594.68	0.60	\$356.80

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-076-042	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-043	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-044	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-045	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-046	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-047	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-048	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-049	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-050	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-051	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-052	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-053	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-054	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-055	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-056	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-057	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-058	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-059	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-060	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-061	MD-D	\$690.88	\$594.68	0.60	\$356.80
063-076-062	NON	\$690.88	\$594.68	0.00	\$0.00
063-076-063	NON	\$690.88	\$594.68	0.00	\$0.00
063-076-064	NON	\$690.88	\$594.68	0.00	\$0.00
063-078-001	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-002	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-003	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-004	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-005	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-006	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-007	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-008	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-009	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-010	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-011	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-012	SFR	\$690.88	\$594.68	1.00	\$594.68

APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-078-013	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-014	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-015	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-016	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-017	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-018	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-019	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-020	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-021	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-022	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-023	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-024	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-025	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-026	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-027	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-028	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-029	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-030	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-031	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-032	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-033	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-034	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-035	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-036	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-037	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-038	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-039	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-040	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-041	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-042	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-043	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-044	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-045	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-046	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-047	SFR	\$690.88	\$594.68	1.00	\$594.68

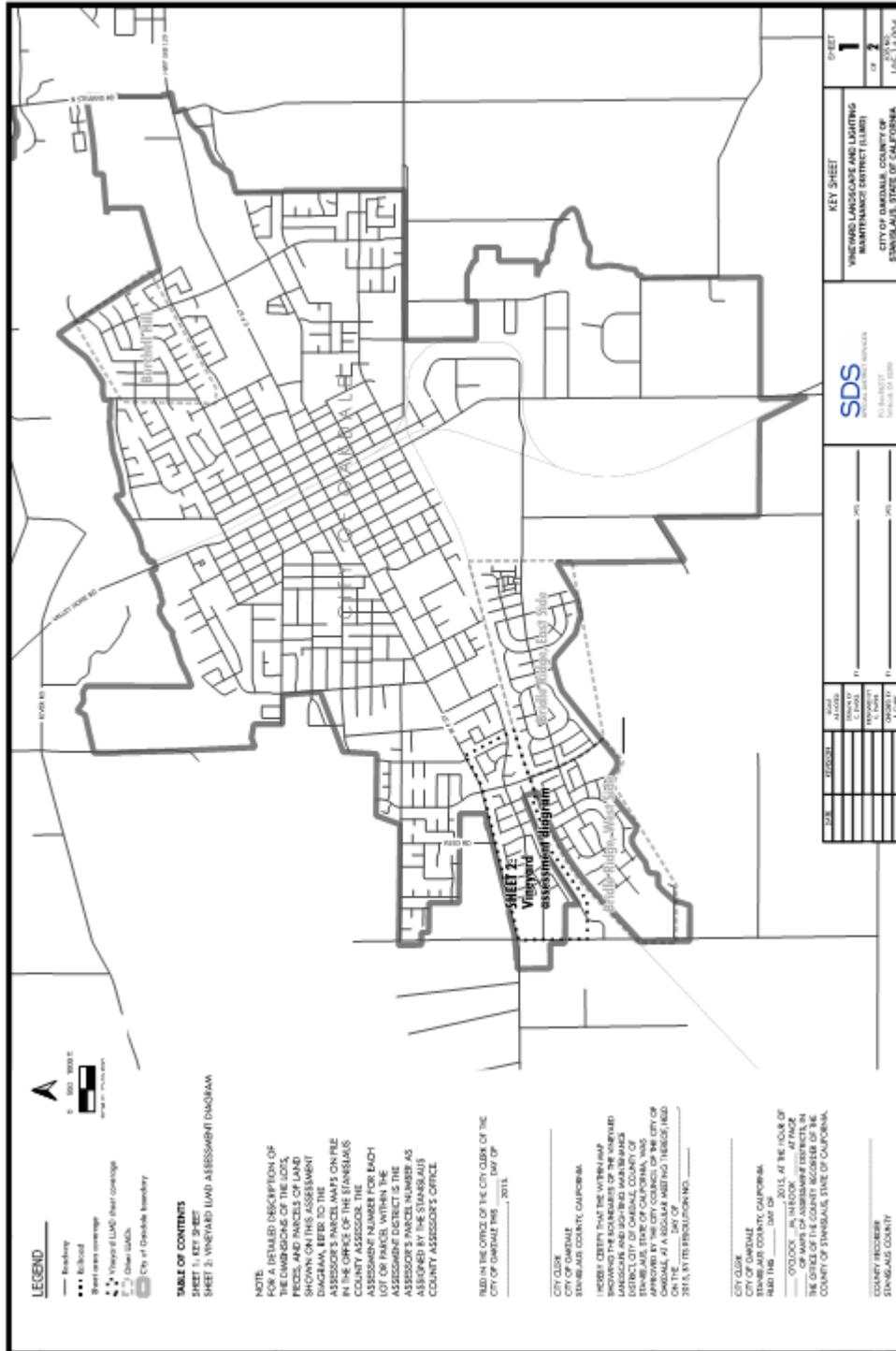
APN	Parcel Type	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
063-078-048	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-049	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-050	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-051	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-052	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-053	SFR	\$690.88	\$594.68	1.00	\$594.68
063-078-054	SFR	\$690.88	\$594.68	1.00	\$594.68

TOTALS: **392.66804 \$233,511.34**



APPENDIX B – ASSESSMENT DIAGRAM

The following pages show the Assessment Diagram for the District. The lines and dimensions shown on maps of the Stanislaus County Assessor for the current year are incorporated by reference herein and made a part of this Report.



LEGEND

- Boundary
- Building
- ▨ Street cover coverage
- ▨ Vineyard/Land clear coverage
- ▨ Other lands
- ▭ City of Oakdale boundary

TABLE OF CONTENTS
 SHEET 1: KEY SHEET
 SHEET 2: VINEYARD LAND ASSESSMENT DIAGRAM

NOTE:
 FOR A DETAILED DESCRIPTION OF THE DIMENSIONS OF THE LOTS, PLOTS, AND PARCELS OF LAND SHOWN ON THIS ASSESSMENT DIAGRAM, REFER TO THE ASSESSOR'S PARCEL MAPS ON FILE IN THE OFFICE OF THE STANISLAUS COUNTY ASSESSOR. THE ASSESSMENT NUMBER FOR EACH OF THE LOTS SHOWN ON THIS ASSESSMENT DIAGRAM IS THE ASSESSOR'S PARCEL NUMBER AS ASSIGNED BY THE STANISLAUS COUNTY ASSESSOR'S OFFICE.

FILED IN THE OFFICE OF THE CLERK OF THE CITY OF OAKDALE THIS _____ DAY OF _____, 2011.

CITY CLERK
 CITY OF OAKDALE
 STANISLAUS COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE BOUNDARIES OF THE VINEYARD MAINTENANCE DISTRICT AS SHOWN ON THIS ASSESSMENT DIAGRAM, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA, ON THE _____ DAY OF _____, 2011, BY ITS RESOLUTION NO. _____.

CITY CLERK
 CITY OF OAKDALE
 STANISLAUS COUNTY, CALIFORNIA

FILED THIS _____ DAY OF _____, 2011, AT THE HOUR OF _____ O'CLOCK _____ IN THE _____ AT _____ OF MAPS OF ASSESSMENT DISTRICTS IN THE COUNTY OF STANISLAUS, STATE OF CALIFORNIA.

COUNTY RECORDER
 STANISLAUS COUNTY

DATE	REVISION	BY	DATE

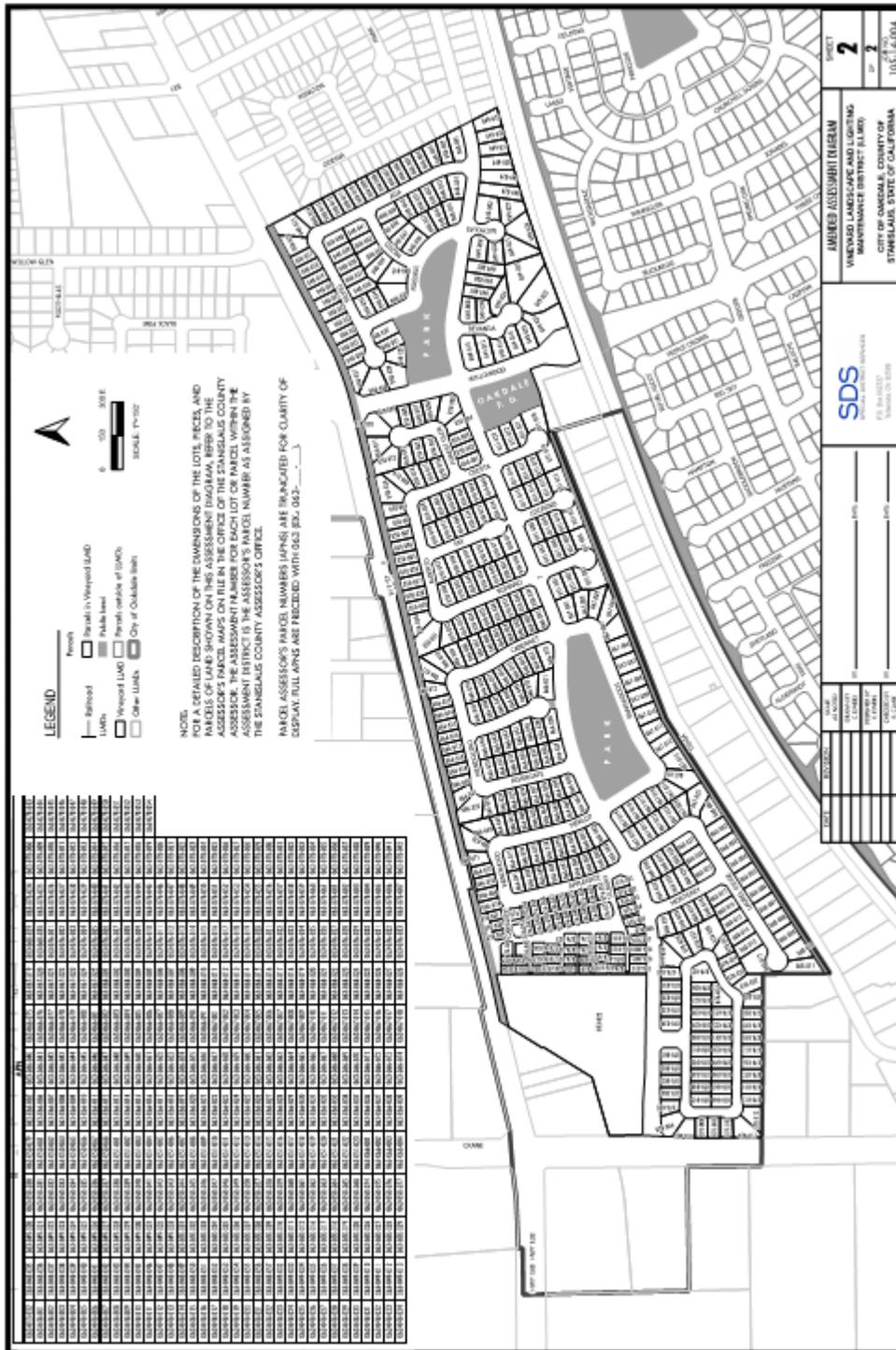


SDS
 STANISLAUS COUNTY ASSESSOR'S OFFICE
 1000 MARKET STREET
 OAKDALE, CA 95221

DATE: _____
 TIME: _____
 BY: _____
 FOR: _____

KEY SHEET
 VINEYARD LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT (LMD)
 CITY OF OAKDALE, COUNTY OF STANISLAUS, STATE OF CALIFORNIA

SHEET 1 OF 2
 DATE: 10/14/2011





CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021
To: Mayor Bairos and Members of the City Council
From: Albert Avila, Finance Director
Subject: 2021/2022 Burchell Hill Lighting & Landscaping Districts Assessments

I. Background:

Annually the City Council must levy the assessments for the lighting and landscaping districts. This is the first step in the process to place the assessments on the property tax rolls.

At the July 19 Council meeting, a public hearing will be held to provide the property owners an opportunity to provide input on the assessments and then Staff will recommend that the City Council adopt resolutions to levy the assessments for each of the Districts for the 2021/22 fiscal year.

II. Discussion:

The preliminary engineer's report for each of the districts is included in your packets. The proposed assessments are at or below the authorized levels. The authorized level is the maximum amount that can be levied without a required election of the affected property owners within the districts.

	<u>Number Of Parcels</u>	<u>Authorized Assessment</u>	<u>Actual Assessment</u>
Burchell Hill	354	\$643.28	\$643.28

The proposed annual increase is as follows:

	<u>2020/21 Actual</u>	<u>2021/22 Actual</u>	<u>Proposed Increase</u>
Burchell Hill	\$629.56	\$643.28	\$15.72

The maintenance of all the districts includes the maintenance of mow strips along the residential neighborhoods and the major streets within each of the district as well as the parks and trails. The following is a summary:



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: 2021/2022 Burchell Hill Lighting & Landscaping Districts Assessments
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Residential/main street frontage linear feet

Linear Ft

Burchell Hill 28,438

The Parks and Trail acreage are as follow:

Burchell Park	3.8
Basin	3.8
Valley View Dr.	1.5
Trail East (PGE)	1.9
Trail South	<u>2.7</u>
Total	<u>13.7</u>

III. Fiscal Impact

There is no General Fund impact. The assessments pay for the costs within each district.

IV. Recommendation:

Staff recommends that the City Council adopt the resolutions initiating proceedings for the levy and collection of assessments, approve Engineer Report and declaring intent to levy and collect the assessments for the 2021/22 fiscal year.

V. Attachments:

- Attachment A – Resolution initiating proceedings
- Attachment B – Resolution approving Engineers Report
- Attachment C – Resolution Declaring Intent for Levy and Collection of Annual Assessment
- Attachment D- Engineers Reports



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE CALIFORNIA
INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF
ASSESSMENTS AND ORDERING THE PREPARATION OF ANNUAL ENGINEER'S
REPORTS FOR BURCHELL HILL LANDSCAPE AND LIGHTING MAINTENANCE
DISTRICTS FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council of the City of Oakdale has previously formed several special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance districts are identified below:

Burchell Hill Landscape and Lighting Maintenance District

(The foregoing hereafter referred to as the "Districts"); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the Districts and to prepare and file with the City Clerk, the Annual Engineer's Assessment Reports ("Reports") for each District in accordance with the 1972 Act; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. ANNUAL ENGINEER'S ASSESSMENT REPORTS: The City Council wishes to initiate proceedings for the preparation of the Reports and hereby orders Harris & Associates to prepare and file the Reports with the City Clerk. Said Reports are related to the annual levy and collection of assessments for the Districts. Said levy and collection shall be for the fiscal year commencing July, 1, 2021 and ending June 30, 2022 in accordance with *Chapter 3, Section 22622* of the 1972 Act.

SECTION 2. PROPOSED IMPROVEMENTS: The improvements within the Districts may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. For specific improvements within each District please refer to the corresponding Report for each District.



CITY OF OAKDALE

City Council Resolution 2021-XXX (Continued)

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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:

Rouze Roberts, City Clerk



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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
PROVIDING PRELIMINARY APPROVAL OF THE ANNUAL ENGINEER'S REPORT
REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR
BURCHELL HILL LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT FOR
FISCAL YEAR 2021/2022**

WHEREAS, the City Council, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) did by previous Resolution, order the preparation of an Annual Engineer's Report (the "Report") for the maintenance district known and designated as the Burchell Hill Landscape and Lighting Maintenance District (the "District"); and,

WHEREAS, there has now been presented to the City Council the Report as required by Chapter 1, Article 4, Section 22566 of the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with said Report, each and all of the budgets items and documents as set forth therein and is satisfied that the assessment amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District as set forth in said Report; and,

**NOW, THEREFORE BE IT RESOLVED, DETERMINED AND ORDERED BY
THE CITY COUNCIL FOR THE DISTRICT, AS FOLLOWS:**

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Report as presented, consisting of the following:

- a. A Description of Improvements to be maintained and serviced,
- b. A description of the annual Costs and Expenses of the District,
- c. The Method of Apportionment of Assessments,
- d. An Assessment Roll showing the assessments to be levied against each assessable parcel in the District,
- e. A Diagram showing the boundaries of the District,

is hereby approved on a preliminary basis and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.



CITY OF OAKDALE
City Council Resolution 2021-XXX (Continued)

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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:

Rouze Roberts, City Clerk



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION OF ANNUAL
ASSESSMENTS FOR BURCHELL HILL LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICTS FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council has by previous Resolutions formed several special maintenance districts and has initiated proceedings for Fiscal Year 2021/22, pursuant to the provisions of the “Landscape and Lighting Act of 1972” (the “1972 Act”), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Stanislaus County for the Districts to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said districts are identified below:

Burchell Hill Landscape and Lighting Maintenance District

(The foregoing hereafter referred to as the “Districts”); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the Districts and to prepare and file Annual Engineer’s Assessment Reports (the “Reports”) for each District, in accordance with the 1972 Act; and,

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

Section 1 Intention: The City Council hereby declares that it is its intention to seek the annual levy of the Districts pursuant to the 1972 Act, over and including the land within the District boundaries and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the Districts. The City Council finds that the public’s best interest requires such levy and collection.

Section 2 District Boundaries: The boundaries of the Districts are described in the corresponding Report for said Districts. Please refer to the Reports for a full and complete description of the specific boundaries and diagrams for each District.

Section 3 Description of Improvements: The improvements within the Districts may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition.



CITY OF OAKDALE
City Council Resolution 2021-XXX (Continued)

Section 4 Proposed Assessment Amounts: For Fiscal Year 2021/22, the proposed assessments are shown in the individual Reports for each District. The proposed assessments are not considered “increased assessments”, as defined by Section 54954.6 of the Government Code (the Brown Act) or by Section 53750(h) of the Government Code (Proposition 218).

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments in accordance with Chapter 3, Section 22626 of the 1972 Act. All interested persons shall be afforded the opportunity to hear and be heard. A Public Hearing on these matters will be held by the City Council on **Monday, July 19, 2021 at 7:00 p.m.** at the Oakdale City Council Chambers, located at 277 N. Second Avenue, Oakdale. The City Clerk is hereby authorized and directed to give notice of said Public Hearing as provided by Section 22626 of the 1972 Act.

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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:

Rouze Roberts, City Clerk



CITY OF OAKDALE

ENGINEER'S REPORT

FISCAL YEAR 2021-22

**BURCHELL HILL LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT**

JUNE 2021

Prepared by

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

www.weareharris.com

CERTIFICATIONS

Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Oakdale, California on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA



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PART II – PLANS AND SPECIFICATIONS	<u>4</u>
PART III – ESTIMATE OF COSTS	<u>5</u>
PART IV – METHOD OF APPORTIONMENT	<u>10</u>
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STATEMENT OF ASSESSMENT ENGINEER

Statement of Assessment Engineer

AGENCY: THE CITY OF OAKDALE

PROJECT: BURCHELL HILL LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

TO: THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Burchell Hill Landscape and Lighting Maintenance District of the City of Oakdale to provide landscaping and lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 4(a) of the State of California Constitution, this Report has been ordered for:

BURCHELL HILL LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Overview: This part provides a general description of the District, Proposition 218 and a summary of the proposed assessment.

PART II

Plans and Specifications: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City.

PART III

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2021-22. This section also includes a financial summary of the prior year budget.

PART IV

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established at the time of formation. For particulars as to the identification of parcels, reference is made to the District Diagram.

Appendices

Appendix A – District Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ___ day of ____, 2021



Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work

PART I – OVERVIEW

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below under Part II of this Report.

COMPLIANCE WITH THE CALIFORNIA CONSTITUTION

Assessments are levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code ("1972 Act"). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID ("Article XIID"), which was enacted with the passage of Proposition 218 ("Prop 218") in November 1996.

In accordance with the requirements of Prop 218, on August 17, 1999, the property owners approved a formula for increasing assessments in succeeding years that allows the maintenance cost to increase according to the San Francisco/Oakland/Hayward Consumer Price Index for all Urban Consumers (CPI-U).

Any future increase in the assessment rate, beyond the annual CPI-U adjustment, or substantial changes in the services provided that would cause an assessment increase would require that the District be brought into compliance with all of the requirements of Article XIID and would require the approval of the property owners per Prop 218.

SUMMARY OF PROPOSED ASSESSMENT AND EXPENDITURES

A summary of the assessments to be levied is shown in the table below.

ASSESSMENT SUMMARY

Total Assessable District Costs	Total Assessable Units	Assessment Per Unit
\$227,721.12	354	\$643.28

PART II – PLANS AND SPECIFICATIONS

Plans and Specifications

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below.

The District is located in the area bounded by the Stanislaus River to the north, a residential neighborhood to the south, a PG&E easement to the east and Valley View Drive to the west. The District consists of approximately 103 acres.

The development was constructed in several phases. Section IV of this Report contains a phase map as well as individual APN maps for the District. Section V of this Report contains the Assessment Roll indicating the corresponding development phase for each parcel.

IMPROVEMENTS AND SERVICES PROVIDED

The improvements and services within the District include, but are not limited to: trees, shrubs, groundcover, irrigation and drainage systems, trails, street lighting trail lighting landscaping, turf and associated appurtenances.

OID Easement – The improvements within the OID Easement include trees, shrubs, groundcover, irrigation and drainage systems, trails, approximately 133,640 square feet of landscaping and approximately 33,000 square feet of turf. The OID Easement is located in the southern area of the development, within Phase 1.

Drainage Basin Park – The improvements within the Drainage Basin Park include trees, shrubs, groundcover, irrigation and drainage systems, trails, lighting and approximately 94,050 square feet of landscaping and turf. The Drainage Basin Park is located in the southern area of the development, adjacent to Phases 1 and 2B.

Valley View Parkway – The improvements within the Valley View Parkway include approximately 57,000 square feet of landscaping and turf. The Valley View Parkway includes half of the 100 foot right of way along Valley View Drive. It is located within Phase 3 of the development.

Reference is made to the plans and specifications for the improvements on file with the City and are incorporated herein by reference.

PART III – COST ESTIMATE

Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$16,000.00
Utilities – Water	\$98,000.00
Landscaping Services	\$76,000.00
Electrical/Lighting Maintenance	\$1,600.00
Tree Maintenance/Replacement	\$10,000.00
Parks Maintenance Charges	\$9,250.00
Irrigation Maintenance	\$15,000.00
Machinery and Equipment	\$0.00
General Supplies	<u>\$2,500.00</u>
Direct Costs Sub-Total	\$228,350.00
INDIRECT COSTS	
Agency Administration	\$5,000.00
Contract Services	\$6,770.00
Advertising	\$80.00
County Administration Fee	\$104.13
Unrealized Gains/Losses	(\$993.00)
Less Anticipated Investment Earnings	<u>(\$300.00)</u>
Indirect Costs Sub-Total	\$10,661.13
Sub-Total Direct and Indirect Costs	\$239,011.13
Contribution to Reserves	
Annual Capital Replacement Fund Collection – Street Lights ¹	\$0.00
Annual Capital Replacement Fund Collection – Street Trees ²	\$0.00
Annual Capital Replacement Fund Collection – Park Structure ³	\$0.00
2021/22 Operating Reserve Fund Collection/(Reduction)	(\$11,290.01)
Total Reserve Contribution	<u>(\$11,290.01)</u>
TOTAL COSTS	\$227,721.12
Total Number of Assessable Parcels	354
ASSESSMENT PER PARCEL	\$643.28

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Burchell Hill Reserve Fund Balances

Operating Reserve Fund Balance

Estimated Reserve Fund Beginning Balance (7/1/2021)	\$20,649.00
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>(\$11,290.01)</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$9,358.99

Capital Replacement - Street Lights Fund Balance

Estimated Reserve Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$0.00

Capital Replacement - Street Trees Fund Balance

Estimated Reserve Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$0.00

Capital Replacement - Park Structures Fund Balance

Estimated Reserve Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$0.00

TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)

Total Estimated Reserve Fund Ending Balance	\$9,358.99
---	------------

Currently, the District assessment amounts are insufficient to contribute to the Capital Replacement Funds. The tables below show sample calculations of how much money would need to be collected on an annual basis to pay for the replacement of each improvement type.

Capital Replacement Fund for Street Lighting

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the lighting poles for streetlights within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or natural disaster. The current replacement cost of a lighting pole is approximately \$500.00.

Calculation Details – Street Lighting Replacement Costs

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$1 per pole)	Estimated Yearly Cost
\$500.00	68	20	\$68.00	\$1,768.00

$\$500.00 \text{ per light pole} * 68 \text{ poles} = \$34,000.00 / 20 \text{ years} = \$1,700.00 + \$68.00 \text{ for Contingency} = \$1,768.00.$

Capital Replacement Fund for Street Trees

This line item, shown on the budget page for the District, is specifically intended for the use in replacing and trimming of the street trees within the District. There are three reasons to prepare for this: First, there is a finite life span of all trees. Different trees have different life spans but all will need to be replaced at some point in the future. Secondly, there must be a contingency plan in place for the possibility that a tree gets damaged or is knocked down, either by way of accident or natural disaster. Third and lastly, as the street trees get larger, they will need to be trimmed by a professional arborist which will extend the life of the trees and reduce the possibility that the trees might fall down in high wind, causing additional damage.

Currently, the District assessment amounts are insufficient to contribute to this Capital Replacement Fund. The table below shows sample calculations of how much will need to be collected on an annual basis to pay for the replacement of the street trees in the District.

Sample Calculations – Street Tree Replacement Costs

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Contingency (\$1 per Tree)	Estimated Yearly Cost
\$300.00	350	20	\$350.00	\$5,600.00

$\$300.00 \text{ per tree} * 350 \text{ trees} = \$105,000.00 / 20 \text{ years} = \$5,250.00 + \$350.00 \text{ for Contingency} = \$5,600.00.$

Capital Replacement Fund for Park Structures

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the playground equipment within the District. There are two reasons to consider the replacement of this improvement. First, there is a finite life span of this equipment, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that the equipment gets damaged, either by way of accident, vandalism or natural disaster. The current replacement cost of the park structure in this District is approximately \$75,000.00. The park structure was installed in April of 2004. The expected remaining life span for this structure is 6 years.

Currently, the District assessment amounts are insufficient to contribute to this Capital Replacement Fund. The table below shows sample calculations of how much will need to be collected on an annual basis to pay for the replacement of the park structure in the District, assuming collections began in the 2013/2014 fiscal year.

Sample Calculations – Park Structure Replacement Costs

Replacement Cost	Estimated Life Span (Years)	Contingency	Estimated Yearly Cost
\$75,000.00	11	\$100.00	\$6,918.18

$$\$75,000.00 / 11 \text{ years} = \$6,818.18 + \$100.00 \text{ for Contingency} = \$6,918.18$$

The above calculations will be reviewed and revised as necessary, on an annual basis, to ensure the annual collections are sufficient to meet the future replacement needs of the District.

Currently, the District assessment amounts are insufficient to contribute to this Capital Replacement Fund.

Description of Budget Items

Utilities – Electricity: The costs to provide electrical power to the District lighting improvements as well as the irrigation controllers.

Utilities – Water: The costs to provide water for the maintenance of the District landscaping improvements.

Landscaping Services: Includes the costs associated with all labor material and equipment required to properly maintain the landscaping improvements and appurtenant facilities within the District. This includes maintenance of all parks and park facilities within the Burchell Hill development as well as all items related to the irrigation system.

Tree Maintenance/Replacement: The costs associated with the ongoing maintenance, care, trimming and replacement of street trees.

Parks Maintenance Charges: The costs associated with managing the landscape contract and maintenance of the irrigation system.

Irrigation Maintenance: The costs associated with the ongoing maintenance and repair of the irrigation system. Such items may include but are not limited to, irrigation controllers, pumps, sprinkler lines, sprinkler heads, etc.

General Supplies: Costs include the purchase of streetlights and plastic bags for residents to use for disposal of pet waste.

Agency Administration: Costs associated with individual City employees (City Clerk, City Council, City Manager, Finance Director, Finance Staff, City Engineer, etc.) who contribute time to the administration of the District, preparation of meetings, notices, etc, as well as paying bills for District expenses.

Contract Services: The costs associated with hiring a company to manage and perform the annual administration duties of the District and other associated costs.

Advertising: Costs associated with publishing public notices related to meeting dates regarding District matters.

County Administration Fee: The County costs for placement of the annual assessments onto the tax roll and the generation of annual tax bills related thereto. Stanislaus County charges \$75.00 per Agency, \$25.00 per District and \$0.20 per parcel. Each of the City's nine Districts shares in the \$75.00 charge equally. The \$0.20 is added to the assessment amounts after they have been submitted to the County for inclusion on the Tax Roll. To ensure that the actual assessment amount for each parcel does not exceed the amount shown in this Report, \$0.20 is removed from the amount submitted to the County each year. When the County adds their fee (\$0.20 per parcel), the assessment amount shown on the tax bill is accurate.

Operating Reserve Fund Collection/(Reduction): This item shows the amount collected for or reduced (used) from the District Reserve Fund.

Capital Replacement Funds: See descriptions above.

PART IV – METHOD OF APPORTIONMENT

Method of Apportionment

General Provisions

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Prop 218:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on improvements as determined at the time the District was established.

General Benefits

The improvements within this District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install landscape improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties developed and not for the benefit of surrounding properties.

Although many landscape improvements (by virtue of their location), may be visible to surrounding properties or to the public at large, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit to those properties. Therefore, it has been determined that the improvements within this District and the ongoing operation and maintenance of those improvements are clearly a direct and special benefit to properties within the District. Unless otherwise noted, these improvements provide no measurable general benefit to properties outside the District or to the public at large.

Special Benefits

The method of apportionment (assessment methodology) approved at the time the District was formed is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local landscape improvements installed as part of the original improvement. The desirability and safety of properties within the District are enhanced by the presence of well-maintained landscaping and open space weed abatement in close proximity to those properties. The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Parcels

Within the boundaries of the District, there are several types of properties that receive little to no special benefit from the District improvements and are therefore not assessed. These parcels may include:

- 1) Publicly owned parcels that are reserved as Public Open Space or are developed as City Parks for active recreation and are maintained and serviced by the District;
- 2) Certain Public Utility parcels;
- 3) Privately owned open space parcels; and
- 4) Privately owned "sliver" parcels resulting from a lot line adjustment with an adjacent larger parcel

Assessment Range Formula

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments "may be adjusted for inflation pursuant to a clearly defined formula..." A formula for an inflationary adjustment is therefore included as part of the maximum assessment within the District and was approved by the property owner(s) at the time of formation/annexation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law. The Government Code excludes certain conditions of a new or increased assessment. These conditions include, "An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency..."

The initial maximum assessment for the District was established at the time of formation. The initial maximum assessment has been adjusted each fiscal year subsequent to the year of formation (2000/01), by the following Assessment Range Formula:

The initial maximum assessment for the District was established at the time of formation. At that time, the development plans called for 361 assessable parcels. After build-out however, the actual number of assessable parcels was 354. The initial maximum assessment has been adjusted each fiscal year subsequent to the year of formation (1999/2000), by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment, adjusted annually by Bureau of Labor Statistics, Consumer Price Index for the month of February, All Urban Consumers, (“CPI”) for the San Francisco/Oakland/San Jose area. Should the Bureau of Labor Statistics revise or discontinue the preparation of such index, the City reserves the right to use such revised index or a comparable system to determine fluctuations in the annual cost of living.
- Each fiscal year, the February CPI increase has been applied to the Maximum Assessment Rate established the previous fiscal year to calculate the appropriate Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate for the upcoming fiscal year is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year then the proposed annual assessment is not considered an increased assessment.
- If for any reason the percentage increase for a fiscal year is a negative number, the Adjusted Maximum Assessment shall not be decreased by reason of such negative number and shall remain at the amount as computed the previous fiscal year.

Beginning in the second fiscal year after the formation of the District (2000/01), and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Maximum Assessment Rate (Adjusted Maximum Assessment Rate) has been established for each fiscal year using the Assessment Range Formula described above. The Adjusted Maximum Assessment Rate has been calculated independent of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered an increased assessment under the terms of Proposition 218 or the Government Code.

The CPI increase for the one year period ending in February 2021 is **1.567%**. A table showing the historical CPI increases and the corresponding Adjusted Maximum Assessment for each year since the formation of the District is shown on the next page.

Historical CPI Increases

Fiscal Year	February CPI %	CPI Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
1999/00	N/A	N/A	\$355.86	\$0.00	\$0.00	\$0.00
2000/01	4.19%	1.041912633	\$370.78	\$0.20	\$292.48	\$292.68
2001/02	6.45%	1.064589235	\$394.72	\$0.20	\$394.70	\$394.90
2002/03	1.80%	1.018094731	\$401.87	\$0.20	\$280.26	\$280.46
2003/04	3.34%	1.033455306	\$415.31	\$0.20	\$288.66	\$288.86
2004/05	0.20%	1.002023268	\$416.15	\$0.20	\$289.24	\$289.44
2005/06	1.56%	1.015648662	\$422.66	\$0.20	\$355.86	\$356.06
2006/07	2.93%	1.029324056	\$435.06	\$0.20	\$434.76	\$434.96
2007/08	3.18%	1.031810719	\$448.90	\$0.20	\$448.56	\$448.76
2008/09	2.77%	1.027722661	\$461.34	\$0.20	\$461.02	\$461.22
2009/10	1.16%	1.011629601	\$466.71	\$0.20	\$466.50	\$466.70
2010/11	1.79%	1.017910031	\$475.06	\$0.20	\$474.86	\$475.06
2011/12	1.69%	1.016962568	\$483.12	\$0.20	\$482.68	\$482.88
2012/13	3.00%	1.029998130	\$497.62	\$0.20	\$497.18	\$497.38
2013/14	2.44%	1.024472307	\$509.79	\$0.20	\$509.34	\$509.54
2014/15	2.44%	1.024468738	\$522.27	\$0.20	\$522.06	\$522.26
2015/16	2.53%	1.025320274	\$535.49	\$0.20	\$535.28	\$535.48
2016/17	3.01%	1.030167510	\$551.65	\$0.20	\$551.44	\$551.64
2017/18	3.34%	1.034371668	\$570.61	\$0.20	\$570.40	\$570.60
2018/19	3.56%	1.035644600	\$590.95	\$0.20	\$590.74	\$590.94
2019/20	3.52%	1.035260284	\$611.78	\$0.20	\$611.58	\$611.78
2020/21	3.52%	1.035260284	\$633.35	\$0.20	\$611.58	\$611.78
2020/21	1.56%	1.015672862	\$643.28	\$0.20	\$643.08	\$643.28

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.

Assessment Methodology

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel that benefits from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Per Parcel method of apportionment. This method recognizes that each parcel within a District benefits equally from the improvements, typically this occurs when all parcels within the District are of the same type and are within the same development.

The District is comprised of a single parcel type – residential. The parcels are single family residential parcels (“SFR”) and as such are deemed to benefit equally from the improvements. Each assessable parcel within the District is assigned a unit factor of 1.00. The total number of units (or parcels) is then divided into the “Total Costs” (as shown in Section III of this Report) to determine the annual assessment rate per parcel.

APPENDIX A – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Stanislaus County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A complete listing of parcels assessed within the District for Fiscal Year 2021/22, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-068-001	1	\$643.28	\$643.28	1.00	\$643.28
064-068-002	1	\$643.28	\$643.28	1.00	\$643.28
064-068-003	1	\$643.28	\$643.28	1.00	\$643.28
064-068-004	1	\$643.28	\$643.28	1.00	\$643.28
064-068-005	1	\$643.28	\$643.28	1.00	\$643.28
064-068-006	1	\$643.28	\$643.28	1.00	\$643.28
064-068-007	1	\$643.28	\$643.28	1.00	\$643.28
064-068-008	1	\$643.28	\$643.28	1.00	\$643.28
064-068-009	1	\$643.28	\$643.28	1.00	\$643.28
064-068-010	1	\$643.28	\$643.28	1.00	\$643.28
064-068-011	1	\$643.28	\$643.28	1.00	\$643.28
064-068-012	1	\$643.28	\$643.28	1.00	\$643.28
064-068-013	1	\$643.28	\$643.28	1.00	\$643.28
064-068-014	1	\$643.28	\$643.28	1.00	\$643.28
064-068-015	1	\$643.28	\$643.28	1.00	\$643.28
064-068-016	1	\$643.28	\$643.28	1.00	\$643.28
064-068-017	1	\$643.28	\$643.28	1.00	\$643.28
064-068-018	1	\$643.28	\$643.28	1.00	\$643.28
064-068-019	1	\$643.28	\$643.28	1.00	\$643.28
064-068-020	1	\$643.28	\$643.28	1.00	\$643.28
064-068-021	1	\$643.28	\$643.28	1.00	\$643.28
064-068-022	1	\$643.28	\$643.28	1.00	\$643.28
064-068-023	1	\$643.28	\$643.28	1.00	\$643.28
064-068-024	1	\$643.28	\$643.28	1.00	\$643.28
064-068-025	1	\$643.28	\$643.28	1.00	\$643.28
064-068-026	1	\$643.28	\$643.28	1.00	\$643.28
064-068-027	1	\$643.28	\$643.28	1.00	\$643.28
064-068-028	1	\$643.28	\$643.28	1.00	\$643.28
064-068-029	1	\$643.28	\$643.28	1.00	\$643.28
064-068-030	1	\$643.28	\$643.28	1.00	\$643.28
064-068-031	1	\$643.28	\$643.28	1.00	\$643.28
064-068-032	1	\$643.28	\$643.28	1.00	\$643.28
064-068-033	1	\$643.28	\$643.28	1.00	\$643.28
064-068-034	1	\$643.28	\$643.28	1.00	\$643.28
064-068-035	1	\$643.28	\$643.28	1.00	\$643.28
064-068-036	1	\$643.28	\$643.28	1.00	\$643.28
064-068-037	1	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-068-038	1	\$643.28	\$643.28	1.00	\$643.28
064-068-039	1	\$643.28	\$643.28	1.00	\$643.28
064-068-040	1	\$643.28	\$643.28	1.00	\$643.28
064-068-043	3	\$643.28	\$643.28	1.00	\$643.28
064-068-044	3	\$643.28	\$643.28	1.00	\$643.28
064-068-045	3	\$643.28	\$643.28	1.00	\$643.28
064-068-046	3	\$643.28	\$643.28	1.00	\$643.28
064-068-047	3	\$643.28	\$643.28	1.00	\$643.28
064-068-048	3	\$643.28	\$643.28	1.00	\$643.28
064-068-049	3	\$643.28	\$643.28	1.00	\$643.28
064-068-050	3	\$643.28	\$643.28	1.00	\$643.28
064-068-051	3	\$643.28	\$643.28	1.00	\$643.28
064-068-052	3	\$643.28	\$643.28	1.00	\$643.28
064-068-053	3	\$643.28	\$643.28	1.00	\$643.28
064-068-054	3	\$643.28	\$643.28	1.00	\$643.28
064-068-055	3	\$643.28	\$643.28	1.00	\$643.28
064-068-056	3	\$643.28	\$643.28	1.00	\$643.28
064-068-057	3	\$643.28	\$643.28	1.00	\$643.28
064-068-058	3	\$643.28	\$643.28	1.00	\$643.28
064-068-059	3	\$643.28	\$643.28	1.00	\$643.28
064-069-001	1	\$643.28	\$643.28	1.00	\$643.28
064-069-002	1	\$643.28	\$643.28	1.00	\$643.28
064-069-003	1	\$643.28	\$643.28	1.00	\$643.28
064-069-004	1	\$643.28	\$643.28	1.00	\$643.28
064-069-005	1	\$643.28	\$643.28	1.00	\$643.28
064-069-006	1	\$643.28	\$643.28	1.00	\$643.28
064-069-007	1	\$643.28	\$643.28	1.00	\$643.28
064-069-008	1	\$643.28	\$643.28	1.00	\$643.28
064-069-009	1	\$643.28	\$643.28	1.00	\$643.28
064-069-010	1	\$643.28	\$643.28	1.00	\$643.28
064-069-011	1	\$643.28	\$643.28	1.00	\$643.28
064-069-012	1	\$643.28	\$643.28	1.00	\$643.28
064-069-013	1	\$643.28	\$643.28	1.00	\$643.28
064-069-014	1	\$643.28	\$643.28	1.00	\$643.28
064-069-015	1	\$643.28	\$643.28	1.00	\$643.28
064-069-016	1	\$643.28	\$643.28	1.00	\$643.28
064-069-017	1	\$643.28	\$643.28	1.00	\$643.28
064-069-018	1	\$643.28	\$643.28	1.00	\$643.28
064-069-019	1	\$643.28	\$643.28	1.00	\$643.28
064-069-020	1	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-069-021	1	\$643.28	\$643.28	1.00	\$643.28
064-069-022	1	\$643.28	\$643.28	1.00	\$643.28
064-069-023	1	\$643.28	\$643.28	1.00	\$643.28
064-069-024	1	\$643.28	\$643.28	1.00	\$643.28
064-069-025	1	\$643.28	\$643.28	1.00	\$643.28
064-069-026	1	\$643.28	\$643.28	1.00	\$643.28
064-069-027	1	\$643.28	\$643.28	1.00	\$643.28
064-069-028	1	\$643.28	\$643.28	1.00	\$643.28
064-069-029	1	\$643.28	\$643.28	1.00	\$643.28
064-069-030	1	\$643.28	\$643.28	0.00	\$0.00
064-069-031	1	\$643.28	\$643.28	0.00	\$0.00
064-069-033	3	\$643.28	\$643.28	1.00	\$643.28
064-069-034	3	\$643.28	\$643.28	1.00	\$643.28
064-069-035	3	\$643.28	\$643.28	1.00	\$643.28
064-069-036	3	\$643.28	\$643.28	1.00	\$643.28
064-069-037	3	\$643.28	\$643.28	1.00	\$643.28
064-069-038	3	\$643.28	\$643.28	1.00	\$643.28
064-069-039	3	\$643.28	\$643.28	1.00	\$643.28
064-069-040	3	\$643.28	\$643.28	1.00	\$643.28
064-069-041	3	\$643.28	\$643.28	1.00	\$643.28
064-069-042	3	\$643.28	\$643.28	1.00	\$643.28
064-070-001	1	\$643.28	\$643.28	1.00	\$643.28
064-070-002	1	\$643.28	\$643.28	1.00	\$643.28
064-070-003	1	\$643.28	\$643.28	1.00	\$643.28
064-070-004	1	\$643.28	\$643.28	1.00	\$643.28
064-070-005	1	\$643.28	\$643.28	1.00	\$643.28
064-070-006	1	\$643.28	\$643.28	1.00	\$643.28
064-070-007	1	\$643.28	\$643.28	1.00	\$643.28
064-070-008	1	\$643.28	\$643.28	1.00	\$643.28
064-070-009	1	\$643.28	\$643.28	1.00	\$643.28
064-070-010	1	\$643.28	\$643.28	1.00	\$643.28
064-070-011	1	\$643.28	\$643.28	1.00	\$643.28
064-070-012	1	\$643.28	\$643.28	1.00	\$643.28
064-070-013	1	\$643.28	\$643.28	1.00	\$643.28
064-070-014	1	\$643.28	\$643.28	1.00	\$643.28
064-070-015	1	\$643.28	\$643.28	1.00	\$643.28
064-070-016	1	\$643.28	\$643.28	1.00	\$643.28
064-070-017	1	\$643.28	\$643.28	1.00	\$643.28
064-070-018	1	\$643.28	\$643.28	1.00	\$643.28
064-070-019	1	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-070-020	1	\$643.28	\$643.28	1.00	\$643.28
064-070-021	1	\$643.28	\$643.28	1.00	\$643.28
064-070-022	1	\$643.28	\$643.28	1.00	\$643.28
064-070-023	1	\$643.28	\$643.28	1.00	\$643.28
064-070-024	1	\$643.28	\$643.28	1.00	\$643.28
064-070-025	1	\$643.28	\$643.28	1.00	\$643.28
064-070-026	1	\$643.28	\$643.28	1.00	\$643.28
064-070-027	1	\$643.28	\$643.28	1.00	\$643.28
064-070-028	1	\$643.28	\$643.28	1.00	\$643.28
064-070-029	1	\$643.28	\$643.28	1.00	\$643.28
064-070-030	1	\$643.28	\$643.28	1.00	\$643.28
064-070-031	1	\$643.28	\$643.28	1.00	\$643.28
064-070-032	1	\$643.28	\$643.28	1.00	\$643.28
064-070-033	1	\$643.28	\$643.28	1.00	\$643.28
064-070-034	1	\$643.28	\$643.28	1.00	\$643.28
064-070-035	1	\$643.28	\$643.28	1.00	\$643.28
064-070-036	1	\$643.28	\$643.28	1.00	\$643.28
064-070-037	1	\$643.28	\$643.28	1.00	\$643.28
064-070-038	1	\$643.28	\$643.28	1.00	\$643.28
064-070-039	1	\$643.28	\$643.28	1.00	\$643.28
064-070-040	1	\$643.28	\$643.28	0.00	\$0.00
064-071-001	1	\$643.28	\$643.28	1.00	\$643.28
064-071-002	1	\$643.28	\$643.28	1.00	\$643.28
064-071-003	1	\$643.28	\$643.28	1.00	\$643.28
064-071-004	1	\$643.28	\$643.28	1.00	\$643.28
064-071-005	1	\$643.28	\$643.28	1.00	\$643.28
064-071-006	1	\$643.28	\$643.28	1.00	\$643.28
064-071-007	1	\$643.28	\$643.28	1.00	\$643.28
064-071-008	1	\$643.28	\$643.28	1.00	\$643.28
064-071-009	1	\$643.28	\$643.28	1.00	\$643.28
064-071-010	1	\$643.28	\$643.28	1.00	\$643.28
064-071-011	1	\$643.28	\$643.28	1.00	\$643.28
064-071-012	1	\$643.28	\$643.28	1.00	\$643.28
064-071-013	1	\$643.28	\$643.28	1.00	\$643.28
064-071-014	1	\$643.28	\$643.28	1.00	\$643.28
064-071-015	1	\$643.28	\$643.28	1.00	\$643.28
064-071-016	1	\$643.28	\$643.28	1.00	\$643.28
064-071-017	1	\$643.28	\$643.28	1.00	\$643.28
064-071-018	1	\$643.28	\$643.28	1.00	\$643.28
064-071-019	1	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-071-024	1	\$643.28	\$643.28	1.00	\$643.28
064-071-025	1	\$643.28	\$643.28	1.00	\$643.28
064-071-026	1	\$643.28	\$643.28	1.00	\$643.28
064-071-027	1	\$643.28	\$643.28	1.00	\$643.28
064-071-028	1	\$643.28	\$643.28	1.00	\$643.28
064-071-029	1	\$643.28	\$643.28	1.00	\$643.28
064-071-030	1	\$643.28	\$643.28	1.00	\$643.28
064-071-032	1	\$643.28	\$643.28	0.00	\$0.00
064-071-033	1	\$643.28	\$643.28	1.00	\$643.28
064-071-034	1	\$643.28	\$643.28	1.00	\$643.28
064-071-035	1	\$643.28	\$643.28	1.00	\$643.28
064-071-036	1	\$643.28	\$643.28	1.00	\$643.28
064-071-037	1	\$643.28	\$643.28	1.00	\$643.28
064-071-038	1	\$643.28	\$643.28	1.00	\$643.28
064-071-039	1	\$643.28	\$643.28	1.00	\$643.28
064-071-040	1	\$643.28	\$643.28	1.00	\$643.28
064-071-041	1	\$643.28	\$643.28	1.00	\$643.28
064-071-042	1	\$643.28	\$643.28	1.00	\$643.28
064-071-043	1	\$643.28	\$643.28	1.00	\$643.28
064-071-044	1	\$643.28	\$643.28	1.00	\$643.28
064-071-045	1	\$643.28	\$643.28	1.00	\$643.28
064-071-046	1	\$643.28	\$643.28	1.00	\$643.28
064-071-047	1	\$643.28	\$643.28	1.00	\$643.28
064-071-048	1	\$643.28	\$643.28	1.00	\$643.28
064-071-049	2	\$643.28	\$643.28	1.00	\$643.28
064-072-001	2	\$643.28	\$643.28	1.00	\$643.28
064-072-002	2	\$643.28	\$643.28	1.00	\$643.28
064-072-003	2	\$643.28	\$643.28	1.00	\$643.28
064-072-004	2	\$643.28	\$643.28	1.00	\$643.28
064-072-005	2	\$643.28	\$643.28	1.00	\$643.28
064-072-006	2	\$643.28	\$643.28	1.00	\$643.28
064-072-007	2	\$643.28	\$643.28	1.00	\$643.28
064-072-008	2	\$643.28	\$643.28	1.00	\$643.28
064-072-009	2	\$643.28	\$643.28	1.00	\$643.28
064-072-010	2	\$643.28	\$643.28	1.00	\$643.28
064-072-011	2	\$643.28	\$643.28	1.00	\$643.28
064-072-012	2	\$643.28	\$643.28	1.00	\$643.28
064-072-013	2	\$643.28	\$643.28	1.00	\$643.28
064-072-014	2	\$643.28	\$643.28	1.00	\$643.28
064-072-015	2	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-072-016	2	\$643.28	\$643.28	1.00	\$643.28
064-072-017	2	\$643.28	\$643.28	1.00	\$643.28
064-072-018	2	\$643.28	\$643.28	1.00	\$643.28
064-072-019	2	\$643.28	\$643.28	1.00	\$643.28
064-072-020	2	\$643.28	\$643.28	1.00	\$643.28
064-072-021	2	\$643.28	\$643.28	1.00	\$643.28
064-072-022	2	\$643.28	\$643.28	1.00	\$643.28
064-072-023	2	\$643.28	\$643.28	1.00	\$643.28
064-072-024	2	\$643.28	\$643.28	1.00	\$643.28
064-072-025	2	\$643.28	\$643.28	1.00	\$643.28
064-072-026	2	\$643.28	\$643.28	1.00	\$643.28
064-072-027	2	\$643.28	\$643.28	1.00	\$643.28
064-072-028	2	\$643.28	\$643.28	1.00	\$643.28
064-072-029	2	\$643.28	\$643.28	1.00	\$643.28
064-072-030	2	\$643.28	\$643.28	1.00	\$643.28
064-072-031	2	\$643.28	\$643.28	1.00	\$643.28
064-072-032	2	\$643.28	\$643.28	1.00	\$643.28
064-072-033	2	\$643.28	\$643.28	1.00	\$643.28
064-072-034	2	\$643.28	\$643.28	1.00	\$643.28
064-072-035	2	\$643.28	\$643.28	1.00	\$643.28
064-072-036	2	\$643.28	\$643.28	1.00	\$643.28
064-072-037	2	\$643.28	\$643.28	1.00	\$643.28
064-072-038	2	\$643.28	\$643.28	1.00	\$643.28
064-072-039	2	\$643.28	\$643.28	1.00	\$643.28
064-072-040	2	\$643.28	\$643.28	1.00	\$643.28
064-072-041	2	\$643.28	\$643.28	0.00	\$0.00
064-073-001	2	\$643.28	\$643.28	1.00	\$643.28
064-073-002	2	\$643.28	\$643.28	1.00	\$643.28
064-073-003	2	\$643.28	\$643.28	1.00	\$643.28
064-073-004	2	\$643.28	\$643.28	1.00	\$643.28
064-073-005	2	\$643.28	\$643.28	1.00	\$643.28
064-073-006	2	\$643.28	\$643.28	1.00	\$643.28
064-073-007	2	\$643.28	\$643.28	1.00	\$643.28
064-073-008	2	\$643.28	\$643.28	1.00	\$643.28
064-073-009	2	\$643.28	\$643.28	1.00	\$643.28
064-073-010	2	\$643.28	\$643.28	1.00	\$643.28
064-073-011	2	\$643.28	\$643.28	1.00	\$643.28
064-073-012	2	\$643.28	\$643.28	1.00	\$643.28
064-073-013	2	\$643.28	\$643.28	1.00	\$643.28
064-073-014	2	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-073-015	2	\$643.28	\$643.28	1.00	\$643.28
064-073-016	2	\$643.28	\$643.28	1.00	\$643.28
064-073-017	2	\$643.28	\$643.28	1.00	\$643.28
064-073-019	4	\$643.28	\$643.28	1.00	\$643.28
064-073-020	4	\$643.28	\$643.28	1.00	\$643.28
064-073-021	4	\$643.28	\$643.28	1.00	\$643.28
064-073-022	4	\$643.28	\$643.28	1.00	\$643.28
064-073-023	4	\$643.28	\$643.28	1.00	\$643.28
064-073-024	4	\$643.28	\$643.28	1.00	\$643.28
064-073-025	4	\$643.28	\$643.28	1.00	\$643.28
064-073-026	4	\$643.28	\$643.28	1.00	\$643.28
064-073-027	4	\$643.28	\$643.28	1.00	\$643.28
064-073-028	4	\$643.28	\$643.28	1.00	\$643.28
064-073-029	4	\$643.28	\$643.28	1.00	\$643.28
064-073-030	4	\$643.28	\$643.28	1.00	\$643.28
064-073-031	4	\$643.28	\$643.28	1.00	\$643.28
064-073-032	4	\$643.28	\$643.28	1.00	\$643.28
064-073-033	4	\$643.28	\$643.28	1.00	\$643.28
064-073-034	4	\$643.28	\$643.28	1.00	\$643.28
064-073-035	4	\$643.28	\$643.28	1.00	\$643.28
064-073-036	4	\$643.28	\$643.28	1.00	\$643.28
064-073-037	4	\$643.28	\$643.28	1.00	\$643.28
064-073-038	4	\$643.28	\$643.28	1.00	\$643.28
064-073-039	4	\$643.28	\$643.28	1.00	\$643.28
064-073-040	4	\$643.28	\$643.28	1.00	\$643.28
064-073-041	4	\$643.28	\$643.28	1.00	\$643.28
064-073-042	4	\$643.28	\$643.28	1.00	\$643.28
064-073-043	4	\$643.28	\$643.28	1.00	\$643.28
064-073-044	4	\$643.28	\$643.28	1.00	\$643.28
064-073-045	4	\$643.28	\$643.28	1.00	\$643.28
064-073-046	4	\$643.28	\$643.28	1.00	\$643.28
064-073-047	4	\$643.28	\$643.28	1.00	\$643.28
064-073-048	4	\$643.28	\$643.28	1.00	\$643.28
064-073-049	4	\$643.28	\$643.28	1.00	\$643.28
064-073-050	4	\$643.28	\$643.28	1.00	\$643.28
064-073-051	4	\$643.28	\$643.28	1.00	\$643.28
064-073-052	4	\$643.28	\$643.28	1.00	\$643.28
064-073-053	4	\$643.28	\$643.28	1.00	\$643.28
064-073-054	4	\$643.28	\$643.28	1.00	\$643.28
064-073-055	4	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-073-056	4	\$643.28	\$643.28	1.00	\$643.28
064-073-057	4	\$643.28	\$643.28	1.00	\$643.28
064-073-058	4	\$643.28	\$643.28	1.00	\$643.28
064-073-059	4	\$643.28	\$643.28	1.00	\$643.28
064-073-060	4	\$643.28	\$643.28	1.00	\$643.28
064-073-061	4	\$643.28	\$643.28	1.00	\$643.28
064-073-062	4	\$643.28	\$643.28	1.00	\$643.28
064-073-063	4	\$643.28	\$643.28	1.00	\$643.28
064-073-064	4	\$643.28	\$643.28	1.00	\$643.28
064-073-065	4	\$643.28	\$643.28	1.00	\$643.28
064-073-066	4	\$643.28	\$643.28	1.00	\$643.28
064-073-067	4	\$643.28	\$643.28	1.00	\$643.28
064-073-068	4	\$643.28	\$643.28	1.00	\$643.28
064-073-069	4	\$643.28	\$643.28	1.00	\$643.28
064-073-070	4	\$643.28	\$643.28	1.00	\$643.28
064-073-071	4	\$643.28	\$643.28	1.00	\$643.28
064-073-072	4	\$643.28	\$643.28	1.00	\$643.28
064-073-073	4	\$643.28	\$643.28	1.00	\$643.28
064-073-074	4	\$643.28	\$643.28	1.00	\$643.28
064-073-075	4	\$643.28	\$643.28	1.00	\$643.28
064-073-076	4	\$643.28	\$643.28	1.00	\$643.28
064-073-077	4	\$643.28	\$643.28	1.00	\$643.28
064-075-001	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-002	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-003	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-004	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-005	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-006	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-007	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-008	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-009	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-010	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-011	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-012	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-013	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-014	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-015	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-016	5a	\$643.28	\$643.28	1.00	\$643.28
064-075-017	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-018	5b	\$643.28	\$643.28	1.00	\$643.28

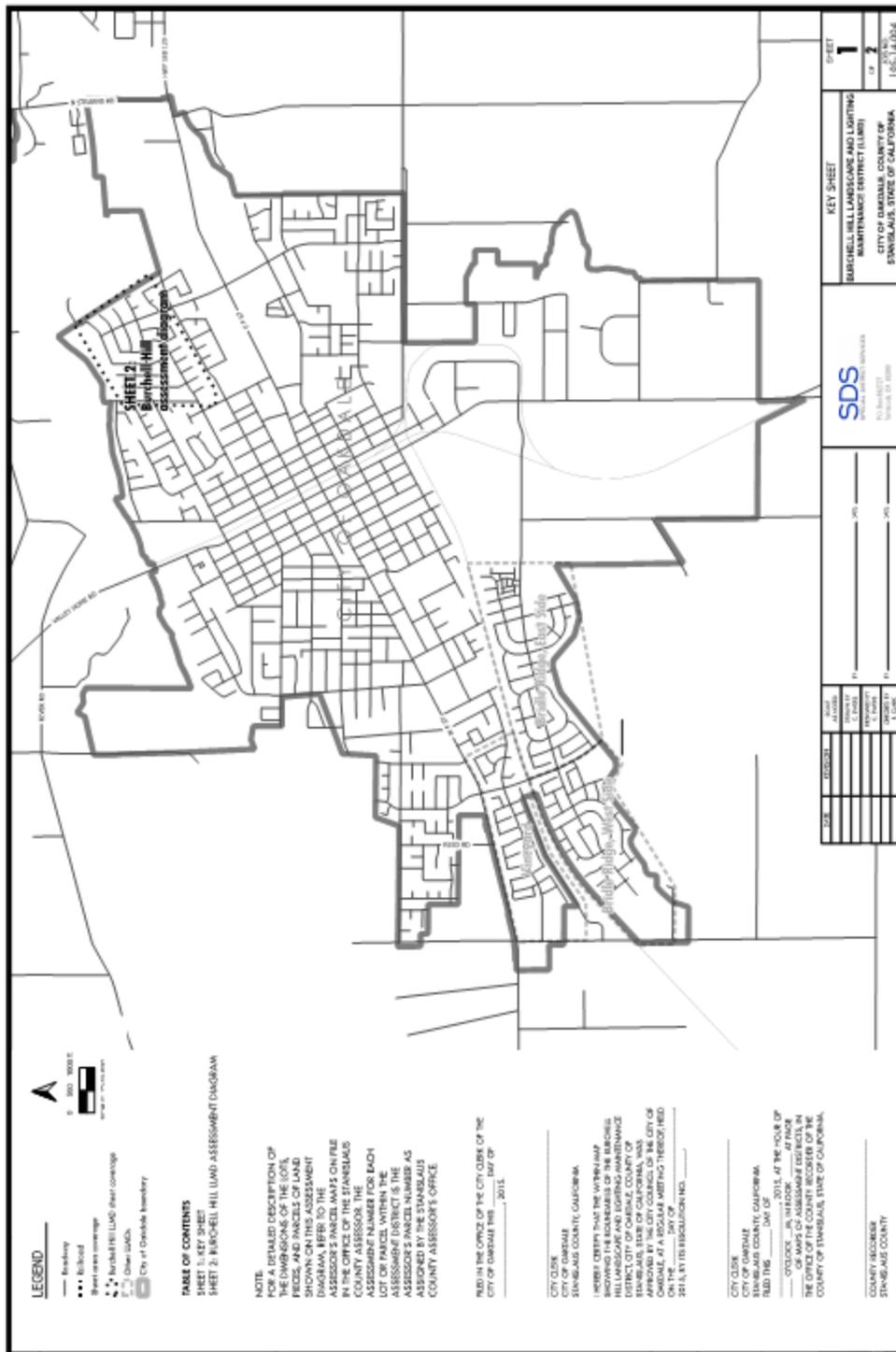
APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-075-019	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-020	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-021	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-022	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-023	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-024	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-025	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-026	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-027	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-028	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-029	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-030	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-031	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-032	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-033	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-034	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-035	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-036	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-037	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-038	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-039	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-040	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-041	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-042	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-043	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-044	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-045	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-046	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-047	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-048	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-049	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-050	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-051	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-052	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-053	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-054	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-055	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-056	5b	\$643.28	\$643.28	1.00	\$643.28

APN	Phase	2021/22 Maximum Assessment Rate	2021/22 Proposed Assessment Rate	Units	2021/22 Proposed Assessment
064-075-057	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-058	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-059	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-060	5b	\$643.28	\$643.28	1.00	\$643.28
064-075-061	5b	\$643.28	\$643.28	0.00	\$0.00
064-075-062	5b	\$643.28	\$643.28	0.00	\$0.00

TOTALS: **354.00** **\$227,721.12**

APPENDIX B – ASSESSMENT DIAGRAM

The following pages show the Assessment Diagram for the District. The lines and dimensions shown on maps of the Stanislaus County Assessor for the current year are incorporated by reference herein and made a part of this Report. Also included is a landscape improvement map, showing the type and location of the improvements.







CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Albert Avila, Finance Director

Subject: 2021/22 LLMD 03-01 Lighting & Landscaping District Assessments – (Zone 1- Live Oak, Zone 2 – Reinman Ct, Zone 3 – Sunset Meadows, Zone 4 – Sterling Hills, Zone 5 – Murdoch Ct)

I. Background:

Annually the City Council must levy the assessments for the lighting and landscaping districts. This is the first step in the process to place the assessments on the property tax rolls.

At the July 19 Council meeting, a public hearing will be held to provide the property owners an opportunity to provide input on the assessments and then Staff will recommend that the City Council adopt resolutions to levy the assessments for each of the Districts for the 2021/22 fiscal year.

II. Discussion:

The preliminary engineer's report for each of the districts is included in your packets. This year we began the process of establishing designated replacement reserves in each of the districts for street lights, street trees. This is the first step in the process, which we will continue to refine as we gather further information. We believe that it is imparative that the each district establishes necessary reserves to deal with future replacement of the infrastructure within the district. The proposed assessments are at or below the authorized levels. The proposed assessments are at or below the authorized levels. The authorized level is the maximum amount that can be levied without a required election of the affected property owners within the districts.

	Number Of Parcels	Authorized Assessment	Actual Assessment
LLMD 03-01			
Zone 1-Live Oak	75	\$294.14	\$ 61.90
Zone 2-Reinman Ct	19	\$445.24	\$445.24
Zone 3-Sunset Meadows	59	\$770.98	\$500.00
Zone 4-Sterling Hills	69	\$634.44	\$510.00
Zone 5-Murdoch Estates	8	\$366.92	\$366.92



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: 2021/2022 LLMD 03-01 Lighting & Landscaping Districts Assessments
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

The proposed annual increase is as follows:

	<u>2020/21</u> <u>Actual</u>	<u>2021/22</u> <u>Actual</u>	<u>Proposed</u> <u>Increase</u>
Zone 1 – Live Oak	\$ 85.30	\$ 61.90	(\$ 23.40)
Zone 2-Reinman Ct	\$432.26	\$445.24	\$12.98
Zone 3 - Sunset Meadows	\$491.50	\$500.00	\$8.50
Zone 4-Sterling Hills	\$467.10	\$510.00	\$42.90
Zone 5-Murdoch Estates	\$356.24	\$366.92	\$10.68

III. Fiscal Impact

There is no General Fund impact. The assessments pay for the costs within each district.

IV. Recommendation:

Staff recommends that the City Council adopt the resolutions initiating proceedings for the levy and collection of assessments, approving the Engineers Report and declaring intent to levy and collect the assessment for the 2021/22 fiscal year.

V. Attachments:

- Attachment A – Resolution initiating proceedings
- Attachment B – Resolution approving Engineers Report
- Attachment C – Resolution declaring intent for Levy and Collection
- Attachment D - Engineers Reports



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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OAKDALE CALIFORNIA INITIATING PROCEEDINGS FOR THE ANNUAL
LEVY AND COLLECTION OF ASSESSMENTS AND ORDERING THE PREPARATION OF AN
ANNUAL ENGINEER'S REPORT FOR THE CITY OF OAKDALE'S LANDSCAPE AND
LIGHTING MAINTENANCE DISTRICT NO. 03-1, (LIVE OAK, REINMAN COURT, SUNSET
MEADOWS, STERLING HILLS, MURDOCH ESTATES) FOR FISCAL YEAR 2021/2022**

WHEREAS, the City Council of the City of Oakdale has previously formed a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is identified below:

**Landscape and Lighting Maintenance District No. 03-1 (Live Oak, Reinman Court, Sunset
Meadows, Sterling Hills, Murdoch Estates)**

(The foregoing hereafter referred to as the "District"); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, the Annual Engineer's Assessment Report ("Report") for the District in accordance with the 1972 Act; and,

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

SECTION 1. ANNUAL ENGINEER'S ASSESSMENT REPORT: The City Council wishes to initiate proceedings for the preparation of the Report and hereby orders Harris & Associates to prepare and file the Report with the City Clerk. Said Report is related to the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2021 and ending June 30, 2022 in accordance with *Chapter 3, Section 22622* of the 1972 Act.

SECTION 2. PROPOSED IMPROVEMENTS: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. For specific improvements within the District please refer to the corresponding Report.



THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-~~XXX~~ was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA PROVIDING PRELIMINARY APPROVAL OF THE ANNUAL ENGINEER'S REPORT REGARDING THE PROPOSED LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT 03-1, (LIVE OAK, REINMAN COURT, SUNSET MEADOWS, STERLING HILLS, MURDOCH ESTATES) FOR FISCAL YEAR 2021/22

WHEREAS, the City Council, pursuant to the provisions of the "Landscape and Lighting Act of 1972" (the "1972 Act"), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) did by previous Resolution, order the preparation of an Annual Engineer's Report (the "Report") for the maintenance district known and designated as Landscape and Lighting Maintenance District No. 03-1, (Live Oak, Reinman Court, Sunset Meadows, Sterling Hills, Murdoch Estates) (the "District"); and,

WHEREAS, there has now been presented to the City Council the Report as required by Chapter 1, Article 4, Section 22566 of the 1972 Act; and,

WHEREAS, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with said Report, each and all of the budgets items and documents as set forth therein and is satisfied that the assessment amounts, on a preliminary basis, have been spread in accordance with the special benefit received from the improvements, operation, maintenance and services to be performed within the District as set forth in said Report; and,

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

SECTION 1. That the above recitals are true and correct.

SECTION 2. That the Report as presented, consisting of the following:

- a. A Description of Improvements to be maintained and serviced,
- b. A description of the annual Costs and Expenses of the District,
- c. The Method of Apportionment of Assessments,
- d. An Assessment Roll showing the assessments to be levied against each assessable parcel in the District,
- e. A Diagram showing the boundaries of the District,

is hereby approved on a preliminary basis and is ordered to be filed in the office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. That the City Clerk shall certify to the passage and adoption of this Resolution and the minutes of this meeting shall so reflect the presentation of the Report.



CITY OF OAKDALE

City Council Resolution 2021-XXX (Continued)

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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



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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OAKDALE, CALIFORNIA
DECLARING ITS INTENTION FOR THE LEVY AND COLLECTION
OF ANNUAL ASSESSMENTS FOR LANDSCAPE AND LIGHTING
MAINTENANCE DISTRICT 03-1, (LIVE OAK, REINMAN COURT, SUNSET MEADOWS,
STERLING HILLS, MURDOCH ESTATES) FOR FISCAL YEAR 2021/22**

WHEREAS, the City Council has, by previous Resolution, formed said special maintenance district and has initiated proceedings for Fiscal Year 2021/22, pursuant to the provisions of the “Landscape and Lighting Act of 1972” (the “1972 Act”), being Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) that provides for the levy and collection of assessments by Stanislaus County for the Districts to pay for the annual maintenance and servicing costs of all improvements and facilities related thereto. Said district is identified below:

**Landscape and Lighting Maintenance District No. 03-1, (Live Oak, Reinman Court,
Sunset Meadows, Sterling Hills, Murdoch Estates)**

(The foregoing hereafter referred to as the “District”); and,

WHEREAS, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file Annual Engineer’s Assessment Report (the “Report”) for the District, in accordance with the 1972 Act; and,

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

Section 1 Intention: The City Council hereby declares that it is its intention to seek the annual levy of the District pursuant to the 1972 Act, over and including the land within the District boundary and to levy and collect assessments on all benefitting land to pay the annual costs of the maintenance and servicing of the improvements located within the District. The City Council finds that the public’s best interest requires such levy and collection.

Section 2 District Boundaries: The boundaries of the District are described in the Report. Please refer to the Report for a full and complete description of the specific boundaries and diagrams for the District.

Section 3 Description of Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition.



CITY OF OAKDALE

City Council Resolution 2021-XXX (continued)

Section 4 Proposed Assessment Amounts: For Fiscal Year 2021/22, the proposed assessments are shown in the Report for the District. The proposed assessments are not considered “increased assessments”, as defined by Section 54954.6 of the Government Code (the Brown Act) or by Section 53750(h) of the Government Code (Proposition 218).

Section 5 Public Hearing(s): The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments in accordance with Chapter 3, Section 22626 of the 1972 Act. All interested persons shall be afforded the opportunity to hear and be heard. A Public Hearing on these matters will be held by the City Council on **Monday, July 19, 2021 at 7:00 p.m.** at the Oakdale City Council Chambers, located at 277 N. Second Avenue, Oakdale. The City Clerk is hereby authorized and directed to give notice of said Public Hearing as provided by Section 22626 of the 1972 Act.

THE FOREGOING RESOLUTION IS HEREBY PASSED, APPROVED, AND ADOPTED THIS 21st DAY OF JUNE, 2021.

STATE OF CALIFORNIA)
COUNTY OF STANISLAUS) ss.
CITY OF OAKDALE)

I, Rouze Roberts, City Clerk of the City of Oakdale, County of Stanislaus, State of California, do hereby certify that the foregoing Resolution No. 2021-XXX was adopted by the City Council of the City of Oakdale at a regular meeting of said City Council held on the 21st 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:

Rouze Roberts, City Clerk



CITY OF OAKDALE

ENGINEER'S REPORT

FISCAL YEAR 2021-22

LANDSCAPE AND LIGHTING MAINTENANCE

DISTRICT NO. 03-1

JUNE 2021

Prepared by

Harris & Associates

1401 Willow Pass Road, Suite 500

Concord, CA 94520

www.weareharris.com

CERTIFICATIONS

Certifications

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was filed with me on the _____ day of _____, 2021.

Rouze Roberts, City Clerk
City of Oakdale, Stanislaus County, CA

I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment and Assessment Diagram thereto attached was approved and confirmed by the City Council of the City of Oakdale, California on the _____ day of _____, 2021.

Rouze, City Clerk
City of Oakdale, Stanislaus County, CA

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STATEMENT OF ASSESSMENT ENGINEER

Statement of Assessment Engineer

AGENCY: THE CITY OF OAKDALE

PROJECT: LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 03-1

TO: THE CITY COUNCIL OF THE
CITY OF OAKDALE
STATE OF CALIFORNIA

ENGINEER'S REPORT FOR FISCAL YEAR 2021-22

The preparation of this Annual Engineer's Report ("Report") is in conformance with the obligation of the City Council for the Landscape and Lighting Maintenance District No. 03-1 of the City of Oakdale to provide landscaping and lighting services upon each lot or parcel of land in the district in proportion to the estimated benefit to be received by each such lot or parcel of land for Fiscal Year 2021-22.

Pursuant to the Landscaping and Lighting Act of 1972 (Part 2 Division 15 of the Streets and Highways Code of the State of California, commencing with Section 22500) ("Act"), Article XIID, Section 4(a) of the State of California Constitution, this Report has been ordered for:

LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 03-1

(Hereinafter referred to as the "District"),

I, Alison Bouley, authorized representative of the District, the duly appointed Assessment Engineer submit the following Report which consists of the following four (4) parts and Appendices:

PART I

Overview: This part provides a general description of the District, Proposition 218 and a summary of the proposed assessment.

PART II

Plans and Specifications: This part provides a general description of improvements proposed to be maintained in the District. Plans and specifications for the improvements are on file with the City.

PART III

Estimate of Cost: This part contains the cost estimate of the proposed maintenance including incidental costs and expenses for Fiscal Year 2021-22. This section also includes a financial summary of the prior year budget.

PART IV

Method of Apportionment of the Assessments: This part describes the method of apportionment of assessments, based upon parcel classification of land within the District in proportion to the estimated special benefits to be received. The costs and expenses of the District have been assessed upon the parcels of land within the boundaries of District pursuant to the initial methodology established at the time of formation. For particulars as to the identification of parcels, reference is made to the District Diagram.

Appendices

Appendix A – District Diagram

Appendix B – Assessment Roll

In conclusion, it is my opinion that the costs and expenses of the District have been assessed to the lots and parcels within the boundaries of the District in proportion to the estimated benefits to be received by each lot or parcel from the services provided.

DATED this ___ day of ____, 2021

 Harris & Associates

Alison Bouley, P.E., Assessment Engineer
R.C.E. No. C61383
Engineer of Work

PART I – OVERVIEW

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below under Part II of this Report.

COMPLIANCE WITH THE CALIFORNIA CONSTITUTION

Assessments are levied annually pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (“1972 Act”). All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the California Constitution Article XIID (“Article XIID”), which was enacted with the passage of Proposition 218 (“Prop 218”) in November 1996.

In accordance with the requirements of Prop 218, on August 17, 1999, the property owners approved a formula for increasing assessments in succeeding years that allows the assessments to increase by three percent (3.0%) annually.

Any future increase in the assessment rate, beyond the annual 3% adjustment, or substantial changes in the services provided that would cause an assessment increase would require that the District be brought into compliance with all of the requirements of Article XIID and would require the approval of the property owners per Prop 218.

SUMMARY OF PROPOSED ASSESSMENT AND EXPENDITURES

A summary of the assessments to be levied is shown in the table below.

ASSESSMENT SUMMARY

Zone/Annexation Name	Total Assessable Units	Total Assessable Costs	Maximum Assessment Rate per Unit	Proposed Assessment Rate per Unit
Zone 1 – Live Oak	75	\$4,642.50	\$294.14	\$61.90
Zone 2 – Reinman Court	19	\$8,459.56	\$445.24	\$445.24
Zone 3 – Sunset Meadows	59	\$29,500.00	\$770.98	\$500.00
Zone 4 – Sterling Hills	69	\$35,190.00	\$634.44	\$510.00
Zone 5 – Murdoch Estates	8	\$2,935.36	\$366.92	\$366.92
TOTALS:	230.00	\$80,727.42		

PART II – PLANS AND SPECIFICATIONS

Plans and Specifications

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. Said improvements are detailed below.

The District was formed for the purpose of ensuring the ongoing maintenance, operation and servicing of certain landscape and lighting improvements within the boundaries of the District. The District was also formed with the intent of annexing all new development within the City. Each subsequent annexation becomes a Zone within the District. Said improvements are detailed below.

Each Zone was formed or annexed into the District as a condition of development. The Zones are located throughout the City of Oakdale. The location of each Zone follows:

- **Zone 1 – Live Oak:** Located south of “G” Street, between Maag Avenue to the east and Ventanas Avenue to the west.
- **Zone 2 – Reinman Court:** Located north of River Avenue and south of the Stanislaus River.
- **Zone 3 – Sunset Meadows:** Located on the northeast corner of “J” Street and Pedersen Road.
- **Zone 4 – Sterling Hills:** Located generally north of Sierra Road, south of Lando Drive, east of Maag Avenue and west of Oris Road.
- **Zone 5 – Murdoch Estates:** Located north of Sierra Road, generally east of Viewpoint Avenue and generally west of Maag Avenue.

IMPROVEMENTS AND SERVICES PROVIDED

The improvements and services within the District include, but are not limited to: operation and maintenance of landscaping, trees, shrubs, groundcover, turf, parks, sidewalks, irrigation system, street lighting, drainage systems and associated appurtenances. Services provided include all necessary service, administration and maintenance required to keep the all improvements in a healthy, vigorous condition and in proper working order. The specific improvements maintained within the District are on file with the City and shown below:

- **Zone 1 – Live Oak:** Maintenance of street lighting, site lighting, irrigation system, hardscapes and walls.
- **Zone 2 – Reinman Court:** Maintenance of landscaping, including turf and trees, open space/easement, an irrigation system and street lighting.
- **Zone 3 – Sunset Meadows:** Maintenance of landscaping, including turf and trees, a park basin, an irrigation system and street lighting.
- **Zone 4 – Sterling Hills:** Maintenance of landscaping, including water for turf and trees, weed control, tree trimming, irrigation controller and street lighting.
- **Zone 5 – Murdoch Estates:** Maintenance of street lighting and sound wall.

PART III – COST ESTIMATE

Live Oak Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$580.00
General Supplies	\$50.00
Direct Costs Sub-Total	\$630.00
INDIRECT COSTS	
Agency Administration	\$775.00
Contract Services	\$515.00
Advertising	\$20.00
County Administration Fee	\$28.33
Unrealized Gains/Losses	(\$185.00)
Less Anticipated Investment Earnings	(\$50.00)
Indirect Costs Sub-Total	\$1,103.33
Sub-Total Direct and Indirect Costs	\$1,733.33
Contribution to Reserves	
Annual Capital Replacement Collection – Street Lights ¹	\$727.30
Annual Capital Replacement Collection – Street Trees ²	\$2,181.87
2021/22 Operating Reserve Fund Collection/(Reduction)	\$0.00
Total Reserve Contribution	\$2,909.17
TOTAL COSTS	\$4,642.50
Total Number of Assessable EU	75
ASSESSMENT PER EU	\$61.90

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Live Oak Reserve Fund Balances

<u>Operating Reserve Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$866.67
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$866.67

<u>Capital Replacement - Street Lights Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$4,970.58
2021/22 Contribution to Capital Replacement	<u>\$727.30</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$5,697.88

<u>Capital Replacement - Street Trees Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$14,911.75
2021/22 Contribution to Capital Replacement	<u>\$2,181.87</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$17,093.62

<u>TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)</u>	
Total Estimated Reserve Fund Ending Balance	\$23,658.17

Reinman Court Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$150.00
Utilities – Water	\$1,900.00
Landscaping Services	\$3,200.00
Tree Maintenance/Replacement	\$1,000.00
Parks Maintenance Charges	\$400.00
Electrical/Lights Maintenance	\$1,000.00
Irrigation Maintenance	\$3,200.00
General Supplies	\$100.00
Direct Costs Sub-Total	\$10,950.00
INDIRECT COSTS	
Agency Administration	\$200.00
Contract Services	\$150.00
Advertising	\$10.00
County Administration Fee	\$17.13
Unrealized Gains/Losses	(\$174.00)
Less Anticipated Investment Earnings	(\$60.00)
Indirect Costs Sub-Total	\$143.13
Sub-Total Direct and Indirect Costs	\$11,093.13
Contribution to Reserves	
Annual Capital Replacement Collection – Street Lights ¹	(\$658.35)
Annual Capital Replacement Collection – Street Trees ²	(\$1,975.22)
2021/22 Operating Reserve Fund Collection/(Reduction)	\$0.00
Total Reserve Contribution	(\$2,633.57)
TOTAL COSTS	\$8,459.56
Total Number of Assessable EU	19
ASSESSMENT PER EU	\$445.24

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Reinman Court Reserve Fund Balances

<u>Operating Reserve Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$5,546.57
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$5,546.57

<u>Capital Replacement - Street Lights Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$4,459.61
2021/22 Contribution to Capital Replacement	<u>(\$658.35)</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$3,801.26

<u>Capital Replacement - Street Trees Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$13,378.83
2021/22 Contribution to Capital Replacement	<u>(\$1,975.22)</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$11,403.61

<u>TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)</u>	
Total Estimated Reserve Fund Ending Balance	\$20,751.43

Sunset Meadows Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$2,200.00
Utilities – Water	\$10,500.00
Landscaping Services	\$6,104.00
Tree Maintenance/Replacement	\$1,000.00
Electrical/Lights Maintenance	\$500.00
Parks Maintenance Charges	\$145.00
Irrigation Maintenance/Supplies	\$8,000.00
General Supplies	\$500.00
Direct Costs Sub-Total	\$28,949.00
INDIRECT COSTS	
Agency Administration	\$400.00
Contract Services	\$450.00
Advertising	\$30.00
County Administration Fee	\$25.13
Unrealized Gains/Losses	(\$873.00)
Less Anticipated Investment Earnings	(\$500.00)
Indirect Costs Sub-Total	(\$467.87)
Sub-Total Direct and Indirect Costs	\$28,481.13
Contribution to Reserves	
Annual Capital Replacement Collection – Street Lights ¹	\$414.72
Annual Capital Replacement Collection – Street Trees ²	\$604.15
2021/22 Operating Reserve Fund Collection/(Reduction)	\$0.00
Total Reserve Contribution	\$1,018.87
TOTAL COSTS	\$29,500.00
Total Number of Assessable EU	59
ASSESSMENT PER EU	\$500.00

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Sunset Meadows Reserve Fund Balances

<u>Operating Reserve Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$14,240.57
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$14,240.57

<u>Capital Replacement - Street Lights Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$18,965.86
2021/22 Contribution to Capital Replacement	<u>\$414.72</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$19,380.58

<u>Capital Replacement - Street Trees Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$56,897.58
2021/22 Contribution to Capital Replacement	<u>\$604.15</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$57,501.73

<u>TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)</u>	
Total Estimated Reserve Fund Ending Balance	\$91,122.87

Sterling Hills Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$400.00
Utilities – Water	\$5,100.00
Landscaping Services	\$18,360.00
Tree Maintenance/Replacement	\$2,000.00
Electrical/Lights Maintenance	\$500.00
Parks Maintenance Charges	\$600.00
Irrigation Maintenance	\$8,000.00
General Supplies	\$400.00
Direct Costs Sub-Total	\$35,360.00
INDIRECT COSTS	
Agency Administration	\$400.00
Contract Services	\$500.00
Advertising	\$30.00
County Administration Fee	\$27.13
Unrealized Gains/Losses	(\$762.00)
Less Anticipated Investment Earnings	(\$400.00)
Indirect Costs Sub-Total	(\$204.87)
Sub-Total Direct and Indirect Costs	\$35,155.13
Contribution to Reserves	
Annual Capital Replacement Collection – Street Lights ¹	\$8.72
Annual Capital Replacement Collection – Street Trees ²	\$26.15
2021/22 Operating Reserve Fund Collection/(Reduction)	\$0.00
Total Reserve Contribution	\$34.87
TOTAL COSTS	\$35,190.00
Total Number of Assessable EU	69
ASSESSMENT PER EU	\$510.00

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Sterling Hills Reserve Fund Balances

<u>Operating Reserve Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$17,577.57
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$17,577.57

<u>Capital Replacement - Street Lights Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$20,912.11
2021/22 Contribution to Capital Replacement	\$8.72
Estimated Reserve Fund Ending Balance (6/30/2022)	\$20,920.83

<u>Capital Replacement - Street Trees Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$62,736.33
2021/22 Contribution to Capital Replacement	<u>\$26.15</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$62,762.48

<u>TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)</u>	
Total Estimated Reserve Fund Ending Balance	\$101,260.87

Murdoch Estates Cost Estimate

DIRECT COSTS	
Utilities – Electricity	\$140.00
Utilities – Water	\$900.00
Landscaping Services	\$1,500.00
Irrigation Maintenance	\$0.00
General Supplies	<u>\$0.00</u>
Direct Costs Sub-Total	\$2,540.00
INDIRECT COSTS	
Agency Administration	\$70.00
Contract Services	\$65.00
Advertising	\$5.00
County Administration Fee	\$14.93
Less Anticipated Investment Earnings	<u>\$0.00</u>
Indirect Costs Sub-Total	\$154.93
Sub-Total Direct and Indirect Costs	\$2,694.93
Contribution to Reserves	
Annual Capital Replacement Collection – Street Lights ¹	\$0.00
Annual Capital Replacement Collection – Street Trees ²	\$0.00
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$240.43</u>
Total Reserve Contribution	<u>\$240.43</u>
TOTAL COSTS	\$2,935.36
Total Number of Assessable EU	8.00
ASSESSMENT PER EU	\$366.92

The 1972 Act allows the District assessments to “...include a reserve which shall not exceed the estimated costs of maintenance and servicing to December 10 of the fiscal year, or whenever the city expects to receive its apportionment of special assessments and tax collections from the county, whichever is later.”

Murdoch Estates Reserve Fund Balances

<u>Operating Reserve Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$142.00
2021/22 Operating Reserve Fund Collection/(Reduction)	<u>\$240.43</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$382.43

<u>Capital Replacement - Street Lights Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$0.00

<u>Capital Replacement - Street Trees Fund Balance</u>	
Estimated Reserve Fund Beginning Balance (7/1/2021)	\$0.00
2021/22 Contribution to Capital Replacement	<u>\$0.00</u>
Estimated Reserve Fund Ending Balance (6/30/2022)	\$0.00

<u>TOTAL RESERVE FUND ENDING BALANCE (6/30/2022)</u>	
Total Estimated Reserve Fund Ending Balance	\$382.43

Capital Replacement Fund for Street Lighting

This line item, shown on the budget page for the District, is specifically intended for the use in replacing the lighting poles for street lights within the District. There are two reasons to consider the replacement of lighting poles. First, there is a finite life span of a standard lighting pole, which is approximately 20 years. Secondly, there must be a contingency plan in place for the possibility that a lighting pole gets damaged or knocked down, either by way of accident or natural disaster. The current replacement cost of a lighting pole is approximately \$500.00.

Calculation Details – Street Lighting Replacement Costs (Live Oak)

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$5 per pole)	Estimated Yearly Cost
\$400.00	10	20	\$50.00	\$250.00

$\$500.00 \text{ per light pole} * 10 \text{ poles} = \$5,000.00$ (minus \$1,000.00 in initial funding) = \$4,000.00 ($\$400.00 * 10 \text{ poles}$) / 20 years = \$200.00 + \$50.00 for Contingency = \$250.00

Calculation Details – Street Lighting Replacement Costs (Reinman Court)

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$5 per pole)	Estimated Yearly Cost
\$300.00	5	20	\$25.00	\$100.00

$\$500.00 \text{ per light pole} * 5 \text{ poles} = \$2,500.00$ (minus \$1,000.00 in initial funding) = \$1,500.00 ($\$300.00 * 5 \text{ poles}$) / 20 years = \$75.00 + \$25.00 for Contingency = \$100.00

Calculation Details – Street Lighting Replacement Costs (Sunset Meadows)

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$5 per pole)	Estimated Yearly Cost
\$318.18	11	20	\$55.00	\$230.00

$\$500.00 \text{ per light pole} * 11 \text{ poles} = \$5,500.00$ (minus \$2,000.00 in initial funding) = \$3,500.00 ($\$318.18 * 11 \text{ poles}$) / 20 years = \$175.00 + \$55.00 for Contingency = \$230.00

Calculation Details – Street Lighting Replacement Costs (Sterling Hills)

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$5 per pole)	Estimated Yearly Cost
\$300.00	25	20	\$125	\$500.00

$\$500.00 \text{ per light pole} * 25 \text{ poles} = \$12,500.00$ (minus \$5,000.00 in initial funding) = \$7,500.00 ($\$300.00 * 25 \text{ poles}$) / 20 years = \$375.00 + \$125.00 for Contingency = \$500.00

Calculation Details – Street Lighting Replacement Costs (Murdoch Estates)

Cost per Pole	Number of Poles	Estimated Life Span (Years)	Knockdown Contingency (\$5 per pole)	Estimated Yearly Cost
\$500.00	1	20	\$5	\$30.00

$\$500.00 \text{ per light pole} * 1 \text{ pole} = \$500.00 / 20 \text{ years} = \$25.00 + \$5.00 \text{ for Contingency} = \30.00

Capital Replacement Fund for Street Trees

This line item, shown on the budget page for the District, is specifically intended for the use in replacing and trimming of the street trees within the District. There are three reasons to prepare for this: First, there is a finite life span of all trees. Different trees have different life spans but all will need to be replaced at some point in the future. Secondly, there must be a contingency plan in place for the possibility that a tree gets damaged or is knocked down, either by way of accident or natural disaster. Third and lastly, as the street trees get larger, they will need to be trimmed by a professional arborist which will extend the life of the trees and reduce the possibility that the trees might fall down in high wind, causing additional damage.

Calculation Details – Street Tree Replacement Costs (Live Oak)

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Knockdown Contingency (\$1 per Tree)	Estimated Yearly Cost
\$233.33	75	20	\$75	\$950.00

$\$300.00 \text{ per street tree} * 75 \text{ trees} = \$22,500.00 \text{ (minus } \$5,000.00 \text{ in initial funding)} = \$17,500.00$
 $(\$233.33 * 75 \text{ trees}) / 20 \text{ years} = \$875.00 + \$75.00 \text{ for Contingency} = \$950.00.$

Calculation Details – Street Tree Replacement Costs (Reinman Court)

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Knockdown Contingency (\$1 per Tree)	Estimated Yearly Cost
\$194.74	19	20	\$19	\$204.00

$\$300.00 \text{ per street tree} * 19 \text{ trees} = \$5,700.00 \text{ (minus } \$2,000.00 \text{ in initial funding)} = \$3,700.00$
 $(\$194.74 * 19 \text{ trees}) / 20 \text{ years} = \$185.00 + \$19.00 \text{ for Contingency} = \$204.00.$

Calculation Details – Street Tree Replacement Costs (Sunset Meadows)

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Knockdown Contingency (\$1 per Tree)	Estimated Yearly Cost
\$130.51	59	20	\$59	\$444.00

\$300.00 per street tree * 59 trees = \$17,700.00 (minus \$10,000.00 in initial funding) = \$7,700.00
 (\$130.51 * 59 trees) / 20 years = \$385.00 + \$59.00 for Contingency = \$444.00.

Calculation Details – Street Tree Replacement Costs (Sterling Hills)

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Knockdown Contingency (\$1 per Tree)	Estimated Yearly Cost
\$155.07	69	20	\$69	\$603.99

\$300.00 per street tree * 69 trees = \$20,700.00 (minus \$10,000.00 in initial funding) = \$10,700.00
 (\$155.07 * 69 trees) / 20 years = \$535.00 + \$69.00 for Contingency = \$604.00.

Calculation Details – Street Tree Replacement Costs (Murdoch Estates)

Cost per Tree	Number of Trees	Estimated Life Span (Years)	Knockdown Contingency (\$1 per Tree)	Estimated Yearly Cost
\$300.00	5	20	\$5	\$80.00

\$300.00 per street tree * 5 trees = \$1,500.00 / 20 years = \$75.00 + \$5.00 for Contingency = \$80.00.



Description of Budget Items

Utilities – Electricity: The costs to provide electrical power to the District lighting improvements as well as the irrigation controllers.

Utilities – Water: The costs to provide water for the maintenance of the District landscaping improvements.

Landscaping Services: Includes the costs associated with all labor material and equipment required to properly maintain the landscaping improvements and appurtenant facilities within the District as well as all items related to the irrigation system.

Tree Maintenance/Replacement: The costs associated with the ongoing maintenance, care, trimming and replacement of street trees.

Electrical/Lighting Maintenance: The costs associated with the ongoing maintenance and repair of the lighting systems. Such items may include but are not limited to, wiring, bulbs, poles, etc.

Parks Maintenance Charges: The costs associated with managing the landscape contract and maintenance of the irrigation system.

Irrigation Maintenance: The costs associated with the ongoing maintenance and repair of the irrigation system. Such items may include but are not limited to, irrigation controllers, pumps, sprinkler lines, sprinkler heads, etc.

Erosion Control: The costs associated with the contracting to control the erosion of landscaped areas within the District.

Alley Rehabilitation: The contractual costs to replace/repair the irrigation systems and plantings along the alleys within the District.

Trail Rehabilitation: The contractual costs to include replace/repair irrigation system, electrical systems and plantings along the trail system in the District.

General Supplies: Costs include the purchase of streetlights and plastic bags for residents to use for disposal of pet waste.

Agency Administration: Costs associated with individual City employees (City Clerk, City Council, City Manager, Finance Director, Finance Staff, City Engineer, etc.) who contribute time to the administration of the District, preparation of meetings, notices, etc., as well as paying bills for District expenses.

Contract Services: The costs associated with hiring a company to manage and perform the annual administration duties of the District and other associated costs.

Advertising: Costs associated with publishing public notices related to meeting dates regarding District matters.

County Administration Fee: The County costs for placement of the annual assessments onto the tax roll and the generation of annual tax bills related thereto. Stanislaus County charges \$75.00 per Agency, \$25.00 per District and \$0.20 per parcel. Each of the City's nine Districts shares in the \$75.00 charge equally. The \$0.20 is added to the assessment amounts after they have been submitted to the County for inclusion on the Tax Roll.

Operating Reserve Fund Collection/(Reduction): This item shows the amount collected for or reduced (used) from the District Reserve Fund.

Capital Replacement Funds: See descriptions above.



PART IV – METHOD OF APPORTIONMENT

Method of Apportionment

General Provisions

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

“The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.”

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel. In addition, pursuant to Prop 218:

“No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable and an agency shall separate the general benefits from the special benefits conferred on a parcel.”

Benefit Analysis

Each of the improvements have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on improvements as determined at the time the District was established.

General Benefits

The improvements within this District are a direct result of property development within the District and would otherwise not be required or necessary. Developers typically install landscape improvements to enhance the marketability and value of properties within the development and/or as conditions of development. In either case, the improvements are clearly installed for the benefit of the properties developed and not for the benefit of surrounding properties.

Although many landscape improvements (by virtue of their location), may be visible to surrounding properties or to the public at large, any benefit to surrounding properties is incidental and cannot be considered a direct and special benefit to those properties. Therefore, it has been determined that the improvements within this District and the ongoing operation and maintenance of those improvements are clearly a direct and special benefit to properties within the District. Unless otherwise noted, these improvements provide no measurable general benefit to properties outside the District or to the public at large.



Special Benefits

The method of apportionment (assessment methodology) approved at the time the District was formed is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local landscape improvements installed as part of the original improvement. The desirability and safety of properties within the District are enhanced by the presence of well-maintained landscaping and open space weed abatement in close proximity to those properties. The special benefits associated with the local landscaping improvements are specifically:

- Improved aesthetic appeal provided by a positive representation of the development, neighborhood and the community.
- Improved erosion resistance, weed abatement, and dust/debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Improved ingress and egress to property resulting in enhanced traffic flow, reduced traffic accidents and consequent reduction of possible property damage.
- Improved traffic visibility and circulation.
- Improved accessibility for emergency vehicles.
- Reduced vandalism and other criminal activity.

All of the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within the District.

Non-Assessable Parcels

Within the boundaries of the District, there are several types of properties that are considered to receive no special benefit from the District improvements and are therefore not assessed. These parcels may include:

- 1) Publicly owned parcels that are reserved as Public Open Space or are developed as City Parks for active recreation and are maintained and serviced by the District;
- 2) Publicly owned wetland parcels;
- 3) Certain Public Utility parcels;
- 4) Privately owned open space parcels; and
- 5) Privately owned "sliver" parcels that have resulted from a lot line adjustment with an adjacent larger parcel

Assessment Range Formula

It is generally recognized that most budgetary items will be impacted by inflation in future years. In accordance with the California Constitution, Section 53739 (b)(1), assessments "may be adjusted for inflation pursuant to a clearly defined formula..." A formula for an inflationary adjustment is therefore included as part of the maximum assessment within the District and was approved by the property owner(s) at the time of formation/annexation. The formula, as described below, allows for annual adjustments to the budget and the assessments.

Generally, any new or increased assessment requires certain noticing and meeting requirements by law. The Government Code excludes certain conditions of a new or increased assessment. These conditions include, "An assessment that does not exceed an assessment formula or range of assessments previously specified in the notice given to the public...and that was previously adopted by the agency..."



The initial maximum assessment for the District was established at the time of formation. The initial maximum assessment has been adjusted each fiscal year subsequent to the year of formation (2003/04), by the following Assessment Range Formula:

- The Maximum Assessment Rate allowed each fiscal year (the “Adjusted Maximum Assessment Rate”) shall be based on the initial maximum assessment, adjusted annually by a percentage not greater than three percent (3%) over the previous year’s maximum assessment.
- Each fiscal year, the 3% increase has been applied to the Maximum Assessment Rate established the previous fiscal year to calculate the Adjusted Maximum Assessment Rate for the then current fiscal year.
- If the proposed annual assessment rate is less than or equal to the Adjusted Maximum Assessment Rate established for that fiscal year, the proposed annual assessment is not considered an increase.

Beginning in the second fiscal year after the annexation of a Zone and each fiscal year since, the Maximum Assessment Rate has been recalculated and a new Maximum Assessment Rate (Adjusted Maximum Assessment Rate) has been established for each fiscal year using the Assessment Range Formula described above. The Adjusted Maximum Assessment Rate has been calculated independent of the annual budget and proposed assessment rate for the given fiscal year. As stated above, if the proposed annual assessment for any fiscal year does not exceed the Adjusted Maximum Assessment Rate for that year, it is not considered an increased assessment under the terms of Proposition 218 or the Government Code.

A tables on the following pages show the historical increases and the corresponding Adjusted Maximum Assessment for each year since the formation of the District. Also shown are the Actual Assessments for each year, along with the amount submitted to the County. Stanislaus County adds \$0.20 per parcel as a collection fee. The amounts submitted must account for the additional \$0.20 that will be added by the County.

Historical Increases

Zone 1 – Live Oak

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2004/05	N/A	N/A	\$177.96	\$0.20	\$177.76	\$177.96
2005/06	3.0%	1.03	\$183.30	\$0.20	\$183.08	\$183.28
2006/07	3.0%	1.03	\$188.80	\$0.20	\$188.56	\$188.76
2007/08	3.0%	1.03	\$194.46	\$0.20	\$194.22	\$194.42
2008/09	3.0%	1.03	\$200.30	\$0.20	\$200.06	\$200.26
2009/10	3.0%	1.03	\$206.30	\$0.20	\$40.14	\$40.34
2010/11	3.0%	1.03	\$212.49	\$0.20	\$41.36	\$41.56
2011/12	3.0%	1.03	\$218.87	\$0.20	\$41.36	\$41.56
2012/13	3.0%	1.03	\$225.43	\$0.20	\$38.52	\$38.72
2013/14	3.0%	1.03	\$232.20	\$0.20	\$44.78	\$44.98
2014/15	3.0%	1.03	\$239.16	\$0.20	\$73.42	\$73.62
2015/16	3.0%	1.03	\$246.34	\$0.20	\$61.04	\$61.24
2016/17	3.0%	1.03	\$253.73	\$0.20	\$60.10	\$60.30
2017/18	3.0%	1.03	\$261.34	\$0.20	\$60.10	\$60.30
2018/19	3.0%	1.03	\$269.18	\$0.20	\$60.10	\$60.30
2019/20	3.0%	1.03	\$277.26	\$0.20	\$85.10	\$85.30
2020/21	3.0%	1.03	\$285.57	\$0.20	\$85.10	\$85.30
2021/22	3.0%	1.03	\$294.14	\$0.20	\$61.70	\$61.90

Historical Increases

Zone 2 – Reinman Court

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2005/06	N/A	N/A	\$277.46	\$0.20	\$277.26	\$277.46
2006/07	3.0%	1.03	\$285.78	\$0.20	\$285.58	\$285.78
2007/08	3.0%	1.03	\$294.36	\$0.20	\$294.14	\$294.34
2008/09	3.0%	1.03	\$303.19	\$0.20	\$302.98	\$303.18
2009/10	3.0%	1.03	\$312.28	\$0.20	\$312.08	\$312.28
2010/11	3.0%	1.03	\$321.65	\$0.20	\$321.44	\$321.64
2011/12	3.0%	1.03	\$331.30	\$0.20	\$331.10	\$331.30
2012/13	3.0%	1.03	\$341.24	\$0.20	\$332.84	\$333.04
2013/14	3.0%	1.03	\$351.48	\$0.20	\$347.94	\$348.14
2014/15	3.0%	1.03	\$362.02	\$0.20	\$361.82	\$362.02
2015/16	3.0%	1.03	\$372.88	\$0.20	\$372.68	\$372.88
2016/17	3.0%	1.03	\$384.07	\$0.20	\$383.86	\$384.06
2017/18	3.0%	1.03	\$395.59	\$0.20	\$395.38	\$395.58
2018/19	3.0%	1.03	\$407.46	\$0.20	\$407.26	\$407.46
2019/20	3.0%	1.03	\$419.68	\$0.20	\$419.48	\$419.68
2020/21	3.0%	1.03	\$432.27	\$0.20	\$432.06	\$432.26
2021/22	3.0%	1.03	\$445.24	\$0.20	\$445.04	\$445.24

Historical Increases

Zone 3 – Sunset Meadows

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2006/07	N/A	N/A	\$494.86	\$0.20	\$494.66	\$494.86
2007/08	3.0%	1.03	\$509.71	\$0.20	\$509.50	\$509.70
2008/09	3.0%	1.03	\$525.00	\$0.20	\$524.78	\$524.98
2009/10	3.0%	1.03	\$540.75	\$0.20	\$540.54	\$540.74
2010/11	3.0%	1.03	\$556.97	\$0.20	\$556.76	\$556.96
2011/12	3.0%	1.03	\$573.68	\$0.20	\$147.98	\$148.18
2012/13	3.0%	1.03	\$590.89	\$0.20	\$147.64	\$147.84
2013/14	3.0%	1.03	\$608.62	\$0.20	\$142.06	\$142.26
2014/15	3.0%	1.03	\$626.87	\$0.20	\$153.92	\$154.12
2015/16	3.0%	1.03	\$645.68	\$0.20	\$153.92	\$154.12
2016/17	3.0%	1.03	\$665.05	\$0.20	\$162.84	\$163.04
2017/18	3.0%	1.03	\$685.00	\$0.20	\$262.84	\$263.04
2018/19	3.0%	1.03	\$705.55	\$0.20	\$341.28	\$341.48
2019/20	3.0%	1.03	\$726.72	\$0.20	\$416.30	\$416.50
2020/21	3.0%	1.03	\$748.52	\$0.20	\$491.30	\$491.50
2021/22	3.0%	1.03	\$770.98	\$0.20	\$499.80	\$500.00

Historical Increases

Zone 4 – Sterling Hills

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2007/08	N/A	N/A	\$419.44	\$0.20	\$419.24	\$419.44
2008/09	3.0%	1.03	\$432.02	\$0.20	\$431.82	\$432.02
2009/10	3.0%	1.03	\$444.98	\$0.20	\$444.78	\$444.98
2010/11	3.0%	1.03	\$458.33	\$0.20	\$458.12	\$458.32
2011/12	3.0%	1.03	\$472.08	\$0.20	\$91.78	\$91.98
2012/13	3.0%	1.03	\$486.25	\$0.20	\$92.32	\$92.52
2013/14	3.0%	1.03	\$500.83	\$0.20	\$108.32	\$108.52
2014/15	3.0%	1.03	\$515.86	\$0.20	\$124.80	\$125.00
2015/16	3.0%	1.03	\$531.33	\$0.20	\$141.10	\$141.30
2016/17	3.0%	1.03	\$547.27	\$0.20	\$199.80	\$200.00
2017/18	3.0%	1.03	\$563.69	\$0.20	\$299.80	\$300.00
2018/19	3.0%	1.03	\$580.60	\$0.20	\$382.78	\$382.98
2019/20	3.0%	1.03	\$598.02	\$0.20	\$466.90	\$467.10
2020/21	3.0%	1.03	\$615.96	\$0.20	\$466.90	\$467.10
2021/22	3.0%	1.03	\$634.44	\$0.20	\$509.80	\$510.00



Historical Increases

Zone 5 – Murdoch Estates

Fiscal Year	Allowable Increase	Increase Calculation	Adjusted Max. Assessment	County Fee	Amount Submitted	Actual Assessment
2007/08	N/A	N/A	\$242.58	\$0.20	\$242.38	\$242.58
2008/09	3.0%	1.03	\$249.86	\$0.20	\$249.66	\$249.86
2009/10	3.0%	1.03	\$257.35	\$0.20	\$257.14	\$257.34
2010/11	3.0%	1.03	\$265.07	\$0.20	\$264.86	\$265.06
2011/12	3.0%	1.03	\$273.03	\$0.20	\$272.82	\$273.02
2012/13	3.0%	1.03	\$281.22	\$0.20	\$281.02	\$281.22
2013/14	3.0%	1.03	\$289.65	\$0.20	\$284.14	\$284.34
2014/15	3.0%	1.03	\$298.34	\$0.20	\$298.14	\$298.34
2015/16	3.0%	1.03	\$307.29	\$0.20	\$303.76	\$303.96
2016/17	3.0%	1.03	\$316.51	\$0.20	\$316.30	\$316.50
2017/18	3.0%	1.03	\$326.01	\$0.20	\$325.80	\$326.00
2018/19	3.0%	1.03	\$335.79	\$0.20	\$335.58	\$335.78
2019/20	3.0%	1.03	\$345.86	\$0.20	\$345.66	\$345.86
2020/21	3.0%	1.03	\$356.24	\$0.20	\$356.04	\$356.24
2021/22	3.0%	1.03	\$366.92	\$0.20	\$366.72	\$366.92

To impose a new assessment or increased assessment in excess of the Maximum Assessment Rate for the current fiscal year, as provided by the preceding Assessment Range Formula, the City must comply with the provisions of the California Constitution, Article XIII D, Section 4c that requires a public hearing and certain protest procedures including mailed notice of the public hearing and property owner protest balloting. Property owners must approve the proposed new or increased assessment via a property owner protest balloting process before any such new or increased assessment can be imposed. A protest occurs when, at the public hearing, the returned assessment ballots opposed to the new or increased assessment outweigh the returned ballots in favor of the new or increased assessment, weighting those assessment ballots by the financial obligation of each parcel.

The definition of new or increased assessments includes any assessment which, 1) did not previously exist or, 2) exceeds a previously approved assessment amount or assessment range formula. Any assessment range formula must have been previously adopted by the agency and approved by the property owners in the area where the assessment is imposed.



Assessment Methodology

The benefit formula used to determine the financial obligation for each parcel is based on the improvements benefitting the parcels, as well as the use, or type, of each parcel that benefits from said improvements. One of the more common approaches to fairly distributing District costs to the benefitting parcels in maintenance districts such as this utilizes a methodology referred to as the Equivalent Unit ("EU") method of apportionment. This method utilizes various property characteristics such as development status, type of development (land-use) and size (units or acreage) to compare the proportional benefit of each property compared to other properties benefitting from the improvements.

The District is comprised of two residential parcel types; subdivided, developed single family residential parcels ("SFR") and subdivided, undeveloped single family parcels ("SFV").

The SFR parcels are used as the baseline for assessment purposes and are deemed to receive equal benefit from the improvements. Each SFR parcel therefore is assigned 1 unit per parcel or 1 EU.

SFV parcels have been assigned an EU factor of .25 per acre, so long as the improvements have not been installed. If the improvements have been installed, those parcels will be assessed as SFR parcels. Regardless of whether the improvements have been installed, if a building permit has been issued by the City as of June 30 each year, said parcels will be assessed as SFR parcels.

*** Zone 5 (Murdoch Estates):** This Zone contains 8 assessable parcels. In prior years, each parcel was assessed as an SFR parcel (as detailed above). Beginning in Fiscal Year 2015/16, the City Council approved a reduction in the EU for parcels that fall into the SFV category as shown above. As a result, the total EU count for Zone 5 was reduced from 8.00 to 3.22 (rounded). For Fiscal Year 2017/18, one of the SFV parcels developed and is now being assessed as an SFR, bringing the total EU count for the Zone to 4.17. In Fiscal Year 2020/21, 2 additional parcels were developed and will be assessed as an SFR, bringing the total EU count for the Zone to 7.04 (rounded).

As of Fiscal Year 2021/22, all lots have been developed and the Zone EU is now 8.00.



APPENDIX A – ASSESSMENT ROLL

Parcel Identification for each lot or parcel within the District shall be based on available parcel maps and other property data from the Stanislaus County Assessor's office as they existed at the time this Report was prepared and adopted by the City Council.

A complete listing of parcels assessed within the District for Fiscal Year 2021/22, along with the corresponding assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel(s) shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amounts applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-way, including public greenbelts and parkways; utility rights-of-way; common areas; landlocked parcels; small parcels vacated by the County, bifurcated lots and any other property that cannot be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore, exempted from assessment.



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-047-040	1	\$294.14	\$61.90	1.00	\$61.90
064-047-041	1	\$294.14	\$61.90	1.00	\$61.90
064-047-042	1	\$294.14	\$61.90	1.00	\$61.90
064-047-043	1	\$294.14	\$61.90	1.00	\$61.90
064-047-044	1	\$294.14	\$61.90	1.00	\$61.90
064-047-045	1	\$294.14	\$61.90	1.00	\$61.90
064-047-046	1	\$294.14	\$61.90	1.00	\$61.90
064-047-047	1	\$294.14	\$61.90	1.00	\$61.90
064-047-048	1	\$294.14	\$61.90	1.00	\$61.90
064-047-049	1	\$294.14	\$61.90	1.00	\$61.90
064-047-050	1	\$294.14	\$61.90	1.00	\$61.90
064-047-051	1	\$294.14	\$61.90	1.00	\$61.90
064-047-052	1	\$294.14	\$61.90	1.00	\$61.90
064-047-053	1	\$294.14	\$61.90	1.00	\$61.90
064-047-054	1	\$294.14	\$61.90	1.00	\$61.90
064-047-055	1	\$294.14	\$61.90	1.00	\$61.90
064-047-056	1	\$294.14	\$61.90	1.00	\$61.90
064-047-057	1	\$294.14	\$61.90	1.00	\$61.90
064-047-058	1	\$294.14	\$61.90	1.00	\$61.90
064-047-059	1	\$294.14	\$61.90	1.00	\$61.90
064-047-060	1	\$294.14	\$61.90	1.00	\$61.90
064-047-061	1	\$294.14	\$61.90	1.00	\$61.90
064-047-062	1	\$294.14	\$61.90	1.00	\$61.90
064-047-063	1	\$294.14	\$61.90	1.00	\$61.90
064-047-064	1	\$294.14	\$61.90	1.00	\$61.90
064-047-065	1	\$294.14	\$61.90	1.00	\$61.90
064-047-066	1	\$294.14	\$61.90	1.00	\$61.90
064-047-067	1	\$294.14	\$61.90	1.00	\$61.90
064-047-068	1	\$294.14	\$61.90	1.00	\$61.90
064-047-069	1	\$294.14	\$61.90	1.00	\$61.90
064-047-070	1	\$294.14	\$61.90	1.00	\$61.90
064-047-071	1	\$294.14	\$61.90	1.00	\$61.90
064-047-072	1	\$294.14	\$61.90	1.00	\$61.90
064-047-073	1	\$294.14	\$61.90	1.00	\$61.90



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-047-074	1	\$294.14	\$61.90	1.00	\$61.90
064-047-075	1	\$294.14	\$61.90	1.00	\$61.90
064-047-076	1	\$294.14	\$61.90	1.00	\$61.90
064-048-042	1	\$294.14	\$61.90	1.00	\$61.90
064-048-043	1	\$294.14	\$61.90	1.00	\$61.90
064-048-044	1	\$294.14	\$61.90	1.00	\$61.90
064-048-045	1	\$294.14	\$61.90	1.00	\$61.90
064-048-046	1	\$294.14	\$61.90	1.00	\$61.90
064-048-047	1	\$294.14	\$61.90	1.00	\$61.90
064-048-048	1	\$294.14	\$61.90	1.00	\$61.90
064-048-049	1	\$294.14	\$61.90	1.00	\$61.90
064-048-050	1	\$294.14	\$61.90	1.00	\$61.90
064-048-051	1	\$294.14	\$61.90	1.00	\$61.90
064-048-052	1	\$294.14	\$61.90	1.00	\$61.90
064-048-053	1	\$294.14	\$61.90	1.00	\$61.90
064-048-054	1	\$294.14	\$61.90	1.00	\$61.90
064-048-055	1	\$294.14	\$61.90	1.00	\$61.90
064-048-056	1	\$294.14	\$61.90	1.00	\$61.90
064-048-057	1	\$294.14	\$61.90	1.00	\$61.90
064-048-058	1	\$294.14	\$61.90	1.00	\$61.90
064-048-059	1	\$294.14	\$61.90	1.00	\$61.90
064-048-060	1	\$294.14	\$61.90	1.00	\$61.90
064-048-061	1	\$294.14	\$61.90	1.00	\$61.90
064-048-062	1	\$294.14	\$61.90	1.00	\$61.90
064-048-063	1	\$294.14	\$61.90	1.00	\$61.90
064-048-064	1	\$294.14	\$61.90	1.00	\$61.90
064-048-065	1	\$294.14	\$61.90	1.00	\$61.90
064-048-066	1	\$294.14	\$61.90	1.00	\$61.90
064-048-067	1	\$294.14	\$61.90	1.00	\$61.90
064-048-068	1	\$294.14	\$61.90	1.00	\$61.90
064-048-069	1	\$294.14	\$61.90	1.00	\$61.90
064-048-070	1	\$294.14	\$61.90	1.00	\$61.90
064-048-071	1	\$294.14	\$61.90	1.00	\$61.90
064-048-072	1	\$294.14	\$61.90	1.00	\$61.90



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-048-073	1	\$294.14	\$61.90	1.00	\$61.90
064-048-074	1	\$294.14	\$61.90	1.00	\$61.90
064-048-075	1	\$294.14	\$61.90	1.00	\$61.90
064-048-076	1	\$294.14	\$61.90	1.00	\$61.90
064-048-077	1	\$294.14	\$61.90	1.00	\$61.90
064-048-078	1	\$294.14	\$61.90	1.00	\$61.90
064-048-079	1	\$294.14	\$61.90	1.00	\$61.90
Zone 1 Totals:				75.00	\$4,642.50

APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
063-002-033	2	\$445.24	\$445.24	1.00	\$445.24
063-002-034	2	\$445.24	\$445.24	1.00	\$445.24
063-002-035	2	\$445.24	\$445.24	1.00	\$445.24
063-002-036	2	\$445.24	\$445.24	1.00	\$445.24
063-002-037	2	\$445.24	\$445.24	1.00	\$445.24
063-002-038	2	\$445.24	\$445.24	1.00	\$445.24
063-002-039	2	\$445.24	\$445.24	1.00	\$445.24
063-002-040	2	\$445.24	\$445.24	1.00	\$445.24
063-002-041	2	\$445.24	\$445.24	1.00	\$445.24
063-002-042	2	\$445.24	\$445.24	1.00	\$445.24
063-002-043	2	\$445.24	\$445.24	1.00	\$445.24
063-002-044	2	\$445.24	\$445.24	1.00	\$445.24
063-002-045	2	\$445.24	\$445.24	1.00	\$445.24
063-002-046	2	\$445.24	\$445.24	1.00	\$445.24
063-002-047	2	\$445.24	\$445.24	1.00	\$445.24
063-002-048	2	\$445.24	\$445.24	1.00	\$445.24
063-002-049	2	\$445.24	\$445.24	1.00	\$445.24
063-002-050	2	\$445.24	\$445.24	1.00	\$445.24
063-002-051	2	\$445.24	\$445.24	1.00	\$445.24
Zone 2 Totals:				19.00	\$8,459.56



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-076-001	3	\$770.98	\$500.00	1.00	\$500.00
064-076-002	3	\$770.98	\$500.00	1.00	\$500.00
064-076-003	3	\$770.98	\$500.00	1.00	\$500.00
064-076-004	3	\$770.98	\$500.00	1.00	\$500.00
064-076-005	3	\$770.98	\$500.00	1.00	\$500.00
064-076-006	3	\$770.98	\$500.00	1.00	\$500.00
064-076-007	3	\$770.98	\$500.00	1.00	\$500.00
064-076-008	3	\$770.98	\$500.00	1.00	\$500.00
064-076-009	3	\$770.98	\$500.00	1.00	\$500.00
064-076-010	3	\$770.98	\$500.00	1.00	\$500.00
064-076-011	3	\$770.98	\$500.00	1.00	\$500.00
064-076-012	3	\$770.98	\$500.00	1.00	\$500.00
064-076-013	3	\$770.98	\$500.00	1.00	\$500.00
064-076-014	3	\$770.98	\$500.00	1.00	\$500.00
064-076-015	3	\$770.98	\$500.00	1.00	\$500.00
064-076-016	3	\$770.98	\$500.00	1.00	\$500.00
064-076-017	3	\$770.98	\$500.00	1.00	\$500.00
064-076-018	3	\$770.98	\$500.00	1.00	\$500.00
064-076-019	3	\$770.98	\$500.00	1.00	\$500.00
064-076-020	3	\$770.98	\$500.00	1.00	\$500.00
064-076-021	3	\$770.98	\$500.00	1.00	\$500.00
064-076-022	3	\$770.98	\$500.00	1.00	\$500.00
064-076-023	3	\$770.98	\$500.00	1.00	\$500.00
064-076-024	3	\$770.98	\$500.00	1.00	\$500.00
064-076-025	3	\$770.98	\$500.00	1.00	\$500.00
064-076-026	3	\$770.98	\$500.00	1.00	\$500.00
064-076-027	3	\$770.98	\$500.00	1.00	\$500.00
064-076-028	3	\$770.98	\$500.00	1.00	\$500.00
064-076-029	3	\$770.98	\$500.00	1.00	\$500.00
064-076-030	3	\$770.98	\$500.00	1.00	\$500.00
064-076-031	3	\$770.98	\$500.00	1.00	\$500.00
064-076-032	3	\$770.98	\$500.00	1.00	\$500.00
064-076-033	3	\$770.98	\$500.00	1.00	\$500.00
064-076-034	3	\$770.98	\$500.00	1.00	\$500.00



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-076-035	3	\$770.98	\$500.00	1.00	\$500.00
064-076-036	3	\$770.98	\$500.00	1.00	\$500.00
064-076-037	3	\$770.98	\$500.00	1.00	\$500.00
064-076-038	3	\$770.98	\$500.00	1.00	\$500.00
064-076-039	3	\$770.98	\$500.00	1.00	\$500.00
064-076-040	3	\$770.98	\$500.00	1.00	\$500.00
064-076-041	3	\$770.98	\$500.00	1.00	\$500.00
064-076-042	3	\$770.98	\$500.00	1.00	\$500.00
064-076-043	3	\$770.98	\$500.00	1.00	\$500.00
064-076-044	3	\$770.98	\$500.00	1.00	\$500.00
064-076-045	3	\$770.98	\$500.00	1.00	\$500.00
064-076-046	3	\$770.98	\$500.00	1.00	\$500.00
064-076-047	3	\$770.98	\$500.00	1.00	\$500.00
064-076-048	3	\$770.98	\$500.00	1.00	\$500.00
064-076-049	3	\$770.98	\$500.00	1.00	\$500.00
064-076-050	3	\$770.98	\$500.00	1.00	\$500.00
064-076-051	3	\$770.98	\$500.00	1.00	\$500.00
064-076-055	3	\$770.98	\$500.00	0.00	\$0.00
064-076-056	3	\$770.98	\$500.00	1.00	\$500.00
064-076-057	3	\$770.98	\$500.00	1.00	\$500.00
064-076-058	3	\$770.98	\$500.00	1.00	\$500.00
064-076-062	3	\$770.98	\$500.00	1.00	\$500.00
064-076-063	3	\$770.98	\$500.00	1.00	\$500.00
064-076-064	3	\$770.98	\$500.00	1.00	\$500.00
064-076-065	3	\$770.98	\$500.00	1.00	\$500.00
064-076-066	3	\$770.98	\$500.00	1.00	\$500.00
Zone 3 Totals:				59.00	\$29,500.00



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-051-058	4	\$634.44	\$510.00	1.00	\$510.00
064-051-059	4	\$634.44	\$510.00	1.00	\$510.00
064-051-060	4	\$634.44	\$510.00	1.00	\$510.00
064-051-061	4	\$634.44	\$510.00	1.00	\$510.00
064-051-062	4	\$634.44	\$510.00	1.00	\$510.00
064-051-063	4	\$634.44	\$510.00	1.00	\$510.00
064-051-064	4	\$634.44	\$510.00	1.00	\$510.00
064-051-065	4	\$634.44	\$510.00	1.00	\$510.00
064-051-066	4	\$634.44	\$510.00	1.00	\$510.00
064-051-067	4	\$634.44	\$510.00	1.00	\$510.00
064-051-068	4	\$634.44	\$510.00	1.00	\$510.00
064-051-069	4	\$634.44	\$510.00	1.00	\$510.00
064-051-070	4	\$634.44	\$510.00	1.00	\$510.00
064-051-071	4	\$634.44	\$510.00	1.00	\$510.00
064-051-072	4	\$634.44	\$510.00	1.00	\$510.00
064-051-073	4	\$634.44	\$510.00	1.00	\$510.00
064-051-074	4	\$634.44	\$510.00	1.00	\$510.00
064-051-075	4	\$634.44	\$510.00	1.00	\$510.00
064-051-076	4	\$634.44	\$510.00	1.00	\$510.00
064-051-077	4	\$634.44	\$510.00	1.00	\$510.00
064-051-078	4	\$634.44	\$510.00	1.00	\$510.00
064-052-038	4	\$634.44	\$510.00	1.00	\$510.00
064-052-039	4	\$634.44	\$510.00	1.00	\$510.00
064-052-040	4	\$634.44	\$510.00	1.00	\$510.00
064-052-041	4	\$634.44	\$510.00	1.00	\$510.00
064-052-042	4	\$634.44	\$510.00	1.00	\$510.00
064-052-043	4	\$634.44	\$510.00	1.00	\$510.00
064-052-044	4	\$634.44	\$510.00	1.00	\$510.00
064-052-045	4	\$634.44	\$510.00	1.00	\$510.00
064-052-046	4	\$634.44	\$510.00	1.00	\$510.00
064-052-047	4	\$634.44	\$510.00	1.00	\$510.00
064-052-048	4	\$634.44	\$510.00	1.00	\$510.00
064-052-049	4	\$634.44	\$510.00	1.00	\$510.00
064-052-050	4	\$634.44	\$510.00	1.00	\$510.00



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-052-051	4	\$634.44	\$510.00	1.00	\$510.00
064-052-052	4	\$634.44	\$510.00	1.00	\$510.00
064-052-053	4	\$634.44	\$510.00	1.00	\$510.00
064-052-054	4	\$634.44	\$510.00	1.00	\$510.00
064-052-055	4	\$634.44	\$510.00	1.00	\$510.00
064-052-056	4	\$634.44	\$510.00	1.00	\$510.00
064-052-057	4	\$634.44	\$510.00	1.00	\$510.00
064-052-058	4	\$634.44	\$510.00	1.00	\$510.00
064-052-059	4	\$634.44	\$510.00	1.00	\$510.00
064-052-060	4	\$634.44	\$510.00	1.00	\$510.00
064-052-061	4	\$634.44	\$510.00	1.00	\$510.00
064-052-062	4	\$634.44	\$510.00	0.00	\$0.00
064-052-063	4	\$634.44	\$510.00	1.00	\$510.00
064-052-064	4	\$634.44	\$510.00	1.00	\$510.00
064-052-065	4	\$634.44	\$510.00	1.00	\$510.00
064-052-066	4	\$634.44	\$510.00	1.00	\$510.00
064-052-067	4	\$634.44	\$510.00	1.00	\$510.00
064-052-068	4	\$634.44	\$510.00	1.00	\$510.00
064-052-069	4	\$634.44	\$510.00	1.00	\$510.00
064-052-070	4	\$634.44	\$510.00	1.00	\$510.00
064-052-071	4	\$634.44	\$510.00	1.00	\$510.00
064-052-072	4	\$634.44	\$510.00	1.00	\$510.00
064-052-073	4	\$634.44	\$510.00	1.00	\$510.00
064-052-074	4	\$634.44	\$510.00	1.00	\$510.00
064-052-075	4	\$634.44	\$510.00	1.00	\$510.00
064-052-076	4	\$634.44	\$510.00	1.00	\$510.00
064-052-077	4	\$634.44	\$510.00	1.00	\$510.00
064-052-078	4	\$634.44	\$510.00	1.00	\$510.00
064-052-079	4	\$634.44	\$510.00	1.00	\$510.00
064-052-080	4	\$634.44	\$510.00	1.00	\$510.00
064-052-081	4	\$634.44	\$510.00	1.00	\$510.00
064-052-082	4	\$634.44	\$510.00	1.00	\$510.00
064-052-083	4	\$634.44	\$510.00	1.00	\$510.00
064-052-084	4	\$634.44	\$510.00	1.00	\$510.00



APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-052-085	4	\$634.44	\$510.00	1.00	\$510.00
064-052-086	4	\$634.44	\$510.00	1.00	\$510.00
064-052-087	4	\$634.44	\$510.00	0.00	\$0.00
Zone 4 Totals:				69.00	\$35,190 .00

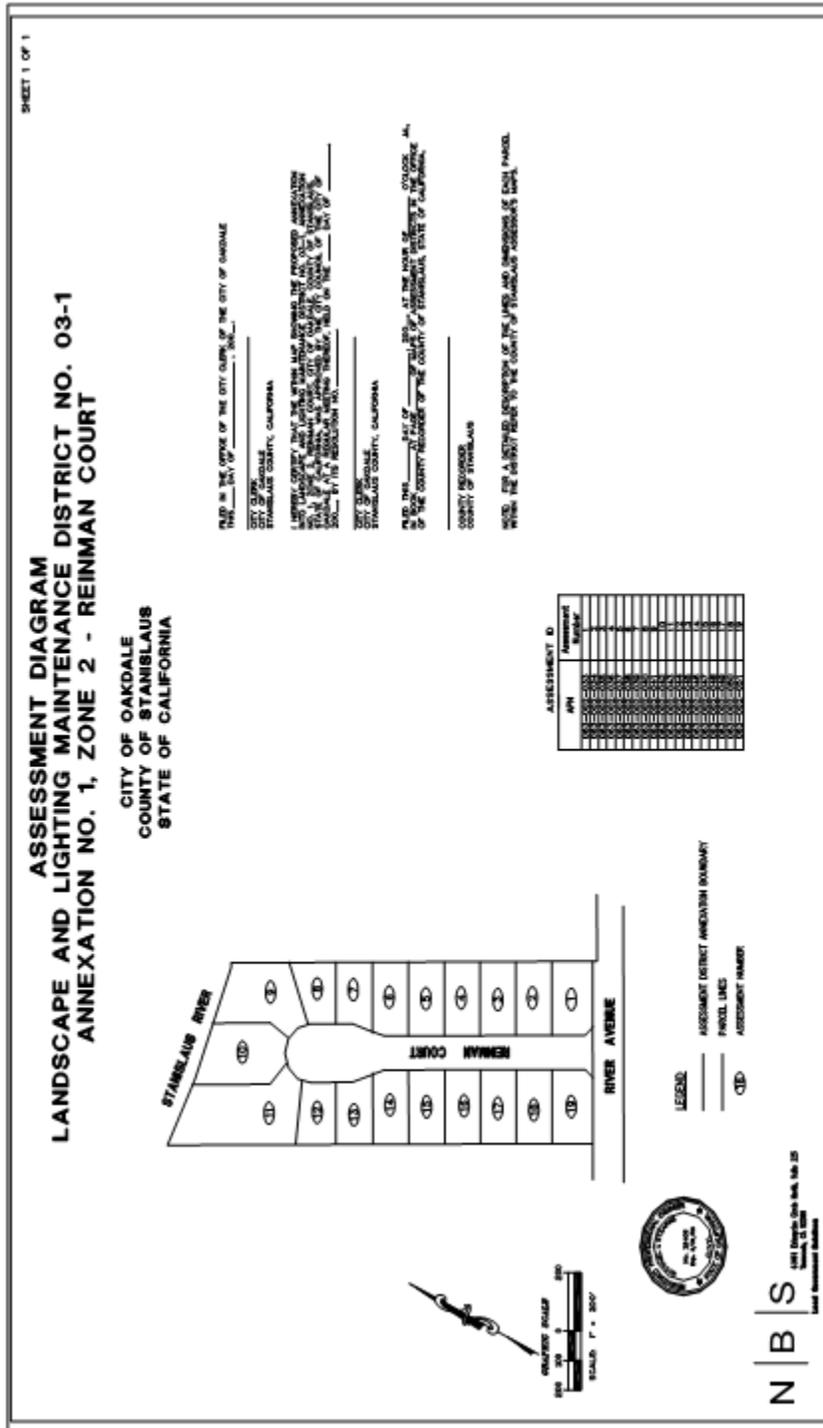
APN	Zone	2021/22 Maximum Assessment Rate	2021/22 Assessment Rate	Units	2021/22 Proposed Assessment
064-065-051	5	\$366.92	\$366.92	1.00	\$366.92
064-065-052	5	\$366.92	\$366.92	1.00	\$366.92
064-065-053	5	\$366.92	\$366.92	1.00	\$366.92
064-065-054	5	\$366.92	\$366.92	1.00	\$366.92
064-065-055	5	\$366.92	\$366.92	1.00	\$366.92
064-065-056	5	\$366.92	\$366.92	1.00	\$366.92
064-065-057	5	\$366.92	\$366.92	1.00	\$366.92
064-065-058	5	\$366.92	\$366.92	1.00	\$366.92
Zone 5 Totals:				8.00	\$2,935.36

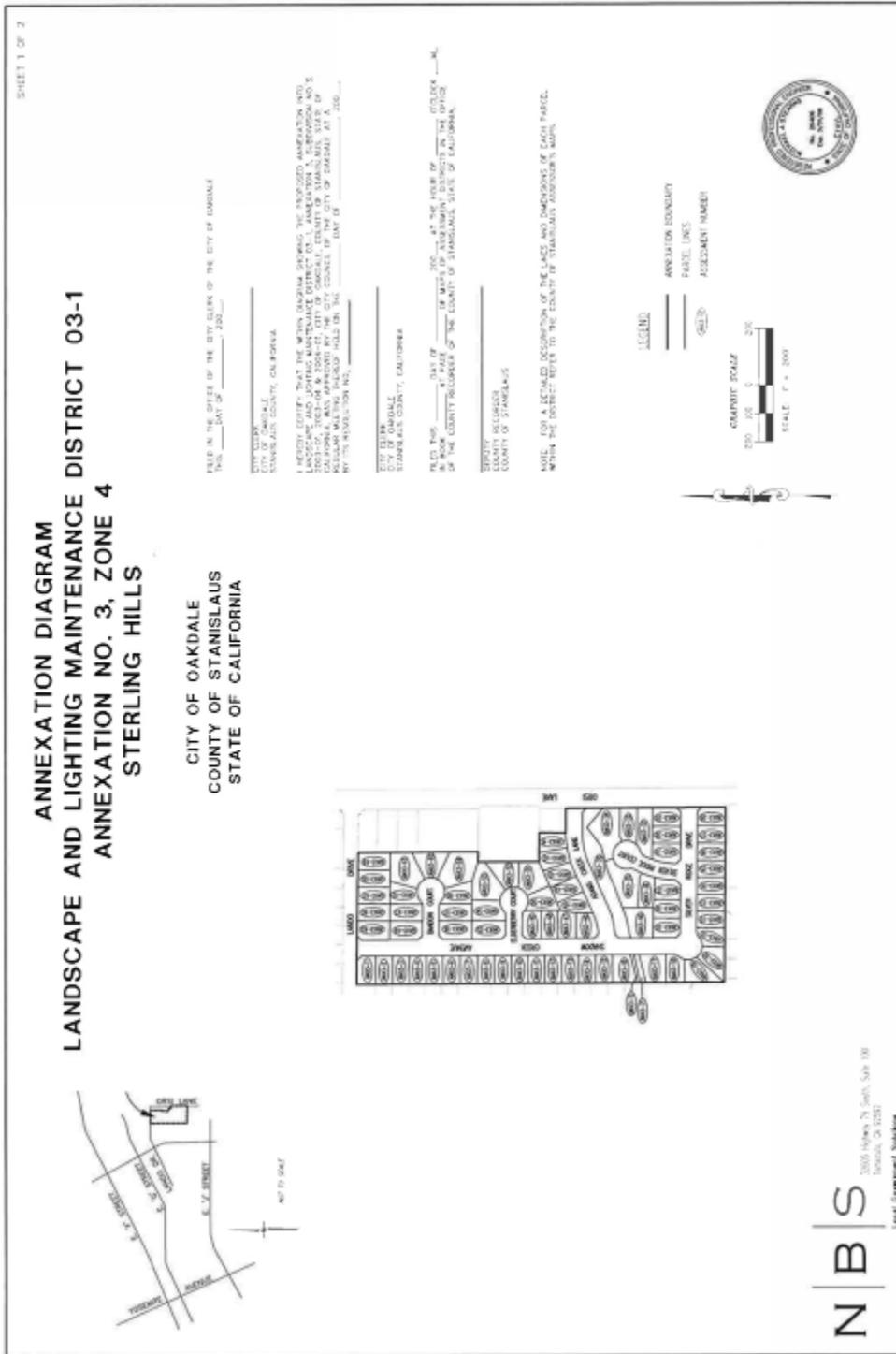
District 03-1 Totals: 230.00 \$80,727.42



APPENDIX B – ASSESSMENT DIAGRAM

The following pages show the Assessment Diagrams for the District. The lines and dimensions shown on maps of the Stanislaus County Assessor for the current year are incorporated by reference herein and made a part of this Report.







CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Cody Bridgewater, Public Works Superintendent

Reviewed by: Jeff Gravel, Public Services Director

Subject: Consideration of a Resolution Authorizing the City Manager to Approve a Contract with Howk Systems for the Well 4 Rehabilitation Project in the Amount of \$86,370.51 as well as Approve 10% Contingency in the Amount of \$8,600.00 for a Total Project Cost of \$94,970.51 Funded by Water Capital Replacement Fund 644

I. BACKGROUND

Well 4 was installed circa 1973 and has been in operation since. When installed, this well produced around 1800 gallons of water per minute. In 1990, there was a repair performed by placing a patch in the column of the well to cover a hole found during routine inspection. This was the last time Well 4 was inspected.

On November 16, 2020, the City Council formally rejected all bids for the Well 4 Rehabilitation project in order to establish a more accurate scope of work within our budget range. On December 7, 2020, the City Council approved a contract with Howk Systems to inspect Well 4 and establish the scope of work for the rehabilitation of the well.

II. DISCUSSION

City staff had the well pump, motor, and column inspected in December 2020. During the inspection it was discovered that there are multiple holes that need to be patched in the well column. The scope of work for repairs is as follows: patch 7 holes in the well column, install a new pump and 75 hp motor at a depth of 160 ft, and remove and repour the concrete floor and well pedestal inside the well house, per State Water Board request and requirements. City Staff is performing this maintenance work as a part of our annual water well servicing plan.

City Staff solicited bids from three contractors for quotes for the repair of Well 4. The quotes are as follows:

COMPANY	COST
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CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Well 4 Repair
MEETING DATE: June 21, 2021
REPORT DATE: June 11, 2021

Howk Systems	\$ 86,370.51
Anderson Pump Comp.	\$ 112,642.43
Don Pedro Pump	Did not Submit

Apparent low bidder is Howk Systems in the amount of \$86,670.51.

III. FISCAL IMPACT

Monies for this repair task have been included in this fiscal year's budget in the Water Capital Replacement Fund 644. The total cost of the repair is \$86,370.51. Staff is also requesting an additional 10% Contingency in the amount of \$8,600.00, for a total project cost of \$94,970.51.

IV. RECOMMENDATION

That the City Council adopt the Resolution Authorizing the City Manager to Approve a Contract with Howk Systems for the Well 4 Rehabilitation Project in the Amount of \$86,370.51 as well as Approve 10% Contingency in the Amount of \$8,600.00 for a Total Project Cost of \$94,970.51 Funded by Water Capital Replacement Fund 644

ATTACHMENTS

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



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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE A CONTRACTOR WITH HOWK SYSTEMS FOR THE WELL 4 REHABILITATION PROJECT IN THE AMOUNT OF \$86,370.51 AS WELL AS APPROVE A 10% CONTINGENCY IN THE AMOUNT OF \$8,600.00 FOR A TOTAL PROJECT COST OF \$94,970.51 FUNDED BY WATER CAPITAL REPLACEMENT FUND 644
THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:**

WHEREAS, Well 4 was installed circa 1973 and has been in operation since; and,

WHEREAS, City staff had the well pump, motor, and column inspected. During the inspection it was discovered that there are multiple holes that need to be patched in the well column; and,

WHEREAS, the scope of work for repairs is: patch 7 holes in the well column, install a new pump and 75 hp motor at a depth of 160 ft, and remove and repour the concrete floor and well pedestal inside the well house; and,

WHEREAS, City Staff solicited bids from three contractors for quotes for the inspection of Well 4, with Howk Systems being the low bidder at \$86,370.51; and,

WHEREAS, monies for this repair task have been included in this fiscal year’s budget in the Water Capital Replacement Fund 644. The total cost of the repair is \$86,370.51. Staff is also requesting an additional 10% Contingency in the amount of \$8,600.00, for a total project cost of \$94,970.51.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby authorizes approving a contract with Howk Systems for the Well 4 Rehabilitation Project in the Amount of \$86,370.51 as well as Approve 10% Contingency in the Amount of \$8,600.00 for a Total Project Cost of \$94,970.51 Funded by Water Capital Replacement Fund 644 (644-4169-442001)

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st DAY OF JUNE 2021, by the following vote:

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

SIGNED:

ATTEST:

Cherilyn Bairos, Mayor

Rouze Roberts, City Clerk

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF OAKDALE
AND
HOWK SYSTEMS**

This **AGREEMENT FOR SERVICES** ("Agreement") is made and entered into this 21st day of June, 2021, by and between the City of Oakdale, a California municipal corporation ("City") and Howk Systems, Inc., a Party, ("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 Public Services Storage Building Project (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 merit 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, provided that in case shall the work exceed \$86,370.51.

Section 3. Term. This Agreement shall commence on the Effective Date and will continue in effect until the Services provided herein have been completed ("Term"), unless sooner terminated as provided in Section 9. Contractor, however, shall not commence the performance of the Services until it has been given notice by City ("Notice to Proceed").

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 A. 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 commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$4,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability and coverage for explosion, collapse and underground property damage hazards. Contractor's general liability policies shall be primary and not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also

required.

(b) *Workers' Compensation Insurance.* Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million 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.

(c) *Automobile Liability.* Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than two million dollars (\$4,000,000) per accident.

(d) *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.

(e) *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.

When Applicable:

(f) *Builder's Risk Insurance.* Upon commencement of construction and with approval of City, Contractor shall obtain and maintain Builder's Risk/Course of Construction insurance. Policy shall be provided for replacement value on an "all-risk" basis. The City shall be named as

Loss Payee on the policy and there shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures, and all other properties constituting a part of the project; (2) coverage with limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site. Such insurance shall be on a form acceptable to City to ensure adequacy of terms and limits. Contractor shall not be required to maintain property insurance for any portion of the Project following transfer of control thereof to City.

(g) *Contractors Pollution Liability.* Pollution Coverage shall be provided on 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 one million dollars (\$1,000,000) 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.

(h) *Professional Liability.* Consultant 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 this Agreement, in the minimum amount of one millions dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or restorative date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Section 13. Indemnification. Contractor shall indemnify, defend 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 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.

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

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:

Howk SYSTEMS, a ~~California limited liability company~~ // California Corporation

By: Thomas R. Weimer

Name: THOMAS R. WEIMER, PRES.

Attest:

Rouzé Roberts, City Clerk

Approved as to Form:

Tom Hallinan, City Attorney

EXHIBIT A: Estimate & Quote



ESTIMATE

TO: City of Oakdale

PROJECT: Well #4 repairs - Patch

MATERIAL

ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Swedge holes in casing to repair 16" casing	1		30,000.00	30000.00
75 Hp Pump and Motor set 160' 12" bowl	1		29,012.00	29012.00
Remove and repour concrete floor and pedestal	1		15,000.00	15000.00

MATERIAL SUBTOTAL	74,012.00
TAX (8.375)	6,198.51
MATERIAL TOTAL	80,210.51

LABOR

LABOR DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Install Pump 3 guys 2 days	16	hrs	235.00	3,760.00

LABOR TOTAL	3,760.00
--------------------	-----------------

EQUIPMENT

EQUIPMENT DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
Pump Rig to install pump	2	day	600.00	1,200.00
Crane to lift pump sections into building	2	day	600.00	1,200.00

EQUIPMENT TOTAL	2,400.00
------------------------	-----------------

TERMS:

PROJECT TOTAL: \$86,370.51

CUSTOMER SIGNATURE: _____

DATE: _____

By signing, customer agrees to the terms & conditions on the back of this form.



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Jeff Gravel, Public Services Director

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

I. BACKGROUND

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

II. DISCUSSION

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

The proposed projects for fiscal year 21/22 include the following areas:

Fiscal Year 2021/22 SB 1 Projects

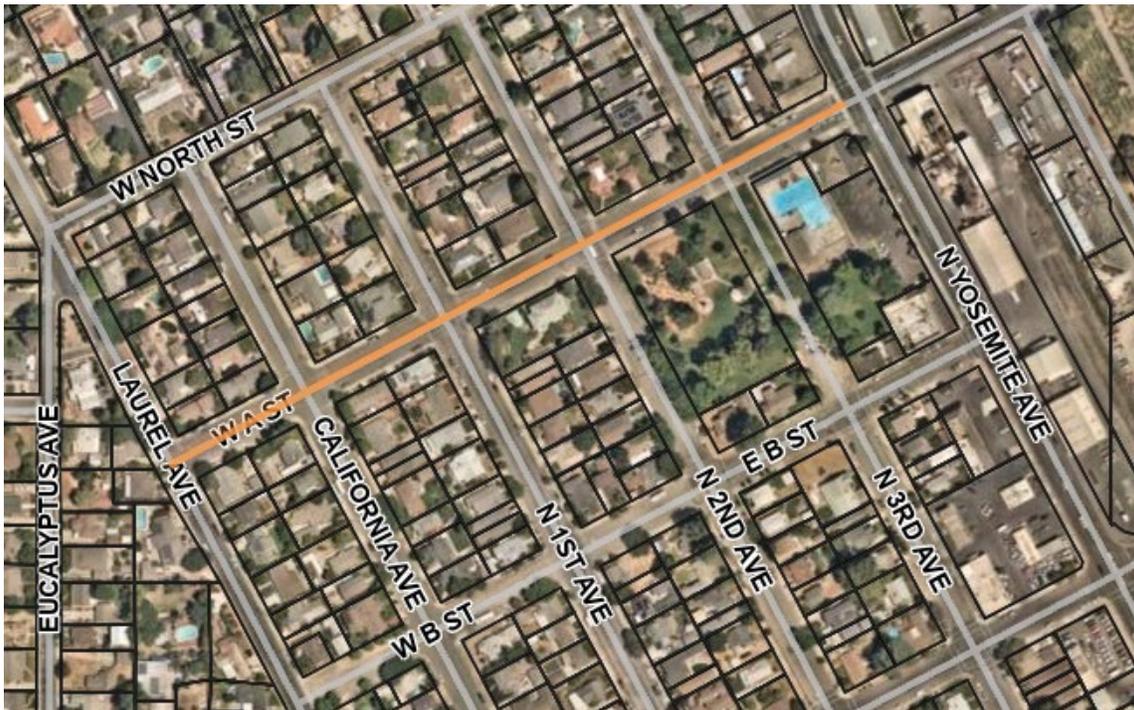
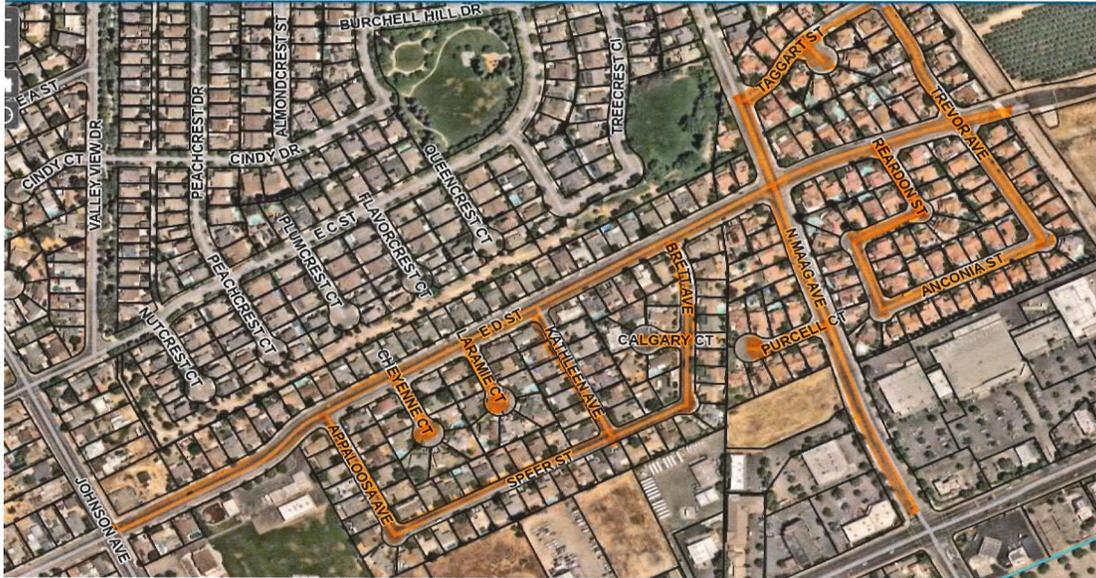
Project Name	Location	Project Type	Useful Life	Est Completion Date
Slurry Seal Area #3	Bounded generally by Burchell Hills community to the north, State Route 108/120 to the south, eastern City limit on D Street to the east and Johnson Avenue to the west.	Slurry Seal	5-7 years	Fall 2021
West A Street	West A Street between North Yosemite Avenue and Laurel Avenue.	Slurry Seal	5-7 years	Fall 2021



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: SB 1 Fiscal Year 2021-22 Project List
MEETING DATE: June 21, 2021

Slurry Seal Area 3



A Street (Yosemite to Laurel)



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: SB 1 Fiscal Year 2021-22 Project List
MEETING DATE: June 21, 2021

Following bid results, the project will be brought back for City Council consideration.

III. FISCAL IMPACT

By providing our project list to the California Transportation Commission (CTC), as required by SB 1, this will enable the City to use SB 1 funding for approved street and road maintenance projects for fiscal year 2021/22. SB1 revenue is budgeted in fund 216.

IV. RECOMMENDATION

Staff Recommends the City Council adopt a Resolution Adopting a list of projects for Fiscal Year 2021-22 to be Funded by SB 1 as required by the Road Repair and Accountability Act of 2017.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2021-__



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

CITY COUNCIL RESOLUTION 2021-__

A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021-22 TO BE FUNDED BY SB 1 ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

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

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

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

WHEREAS, The proposed project list for fiscal year 21/22 are local streets to be slurry sealed in the following areas:

Fiscal Year 2021/22 SB 1 Projects

Project Name	Location	Project Type	Useful Life	Est Completion Date
Slurry Seal Area #3	Streets bounded generally by Pontiac Street to the north, Naturewood Dr./Sugar Pine Drive to the south, Willowood Drive to the east and Crane Road to the west	Slurry Seal	5-7 years	Fall 2021
West A Street	West A Street between North Yosemite Avenue and Laurel Avenue.	Slurry Seal	5-7 years	Fall 2021

; and

WHEREAS, receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing



CITY OF OAKDALE

City Council Resolution (Continued)

SUBJECT: SB 1 Fiscal Year 2021-22 Project List
MEETING DATE: June 21, 2021

aging street pavement conditions that would not have otherwise been possible without SB 1; and

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** hereby **Adopts a Resolution listing projects for Fiscal Year 2021-22 to be Funded by SB 1 Road Repair and Accountability Act of 2017.**

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21th DAY OF JUNE 2021, by the following vote:

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

Cherilyn Barios, Mayor

ATTEST:

Rouze Roberts,
City Clerk



CITY OF OAKDALE
CITY COUNCIL STAFF REPORT

Meeting Date: June 21, 2021

To: Mayor Bairos and Members of the City Council

From: Albert Avila, Finance Director

Subject: Consideration of a Resolution Awarding Landscape Maintenance Contract to Ruben Pastran dba RP Landscaping for the Gene Bianchi Community Center and Gladys Lemons Senior Center and Authorizing the City Manager to Sign the Contractor Agreement

I. BACKGROUND

The State of California requires landscaping contractors that perform work for cities to hold a C-27 Landscaping Contractor license classification, issued by the Department of Consumer Affairs, Contractors State License Board. Prior to Covid-19, Staff requested that the current landscaper provide a copy of this license. No such license has been provided.

II. DISCUSSION

Staff has been contacting various landscapers to request proposals for the maintenance of the landscaping at the Senior Center and Community Center for several years with limited response.

One of the contractors that submitted a proposal, rescinded it as he is unable to hire enough staffing to be able to even maintain their current customers.

The only qualified proposal received was from Ruben Pastran at \$960 for the Community Center and \$980 for the Senior Center per month. The current contract is \$500 for Community Center and \$650 for the Senior Center per month.

In addition to on-going maintenance, one-time work at each of the locations is necessary to test all sprinklers, replace as needed, add dirt to the planters, replace dead plants and add bark. The cost for this work is \$4,500 for the Community Center and \$5,900 for the Senior Center.



CITY OF OAKDALE
City Council Staff Report (Continued)

SUBJECT: Landscape Maintenance Agreement
MEETING DATE: June 21, 2021
REPORT DATE: June 16, 2021

TERMS

The terms of the agreement is for three (3) years commencing 30 days after award by the City Council. The prices bid are for a single year. There is a provision that the City, at its discretion and with the concurrence of the contractor, may extend the agreement duration for a period of not more than two years. The maintenance prices will be adjusted up or down yearly by the annual percentage change in the Consumer Cost Index published by the *Engineering News Record*.

III. FISCAL IMPACT

The maintenance service and additional work is included in the 2021-22 budgets for the Community Center 117-7460 and Senior Center 117-7440. The Facilities Fund 117 is subsidized by the General Fund.

IV. RECOMMENDATION

Staff Recommends that the City Council adopt the resolution awarding landscape maintenance contract to Ruben Pastran dba RP Landscaping for the maintenance of the landscaping at the Gene Bianchi Community Center and the Gladys Lemmons Senior Center and authorizing the City Manager to sign the Contractor Agreement.

V. ATTACHMENTS

Attachment A: Draft City Council Resolution 2021___, Awarding Landscape Maintenance Contract for the Gene Bianchi Community Center and the Gladys Lemmons Senior Center.

Attachment B: General Specifications and Provisions



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
AWARDING LANDSCAPE MAINTENANCE AGREEMENT TO
RUBEN PALTRAN dba RP LANDSCAPING FOR
LANDSCAPE MAINTENANCE AT THE GENE BIANCHI COMMUNITY CENTER
AND THE GLADYS LEMONS SENIOR CENTER IN THE ANNUAL AMOUNT OF
\$23,280 AND A ONE TIME COST OF \$10,400 TO RESTORE CURRENT
LANDSCAPING AT THE TWO FACILITIES FROM FACILITIES FUND 117 AND
AUTHORIZING THE CITY MANAGER TO SIGN THE AGREEMENT**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the State of California Law requires that landscaping Companies providing services to a city must hold a C-27 Landscaping Contractors License; and,

WHEREAS, although Staff has been working with the current landscaper to get their licensing, none has been provided; and,

WHEREAS, Staff contacted several landscaping companies, most did not return calls. Staff did receive two Bids, but one of the Companies retracted their bid as they were unable to hire sufficient staffing to be able to take on additional customers; and,

WHEREAS, the landscaping at the two facilities are in need of restoration including the addition of soil to several planting areas, replacement of dead plants and installation of bark.

NOW, THEREFORE, BE IT RESOLVED that the **CITY COUNCIL** of the **CITY OF OAKDALE** hereby awards a Landscape Maintenance Agreement to Ruben Pastran dba RP Landscaping in the Annual Amount of \$23,280 and a one time cost of \$10,400 for the restoration and upgrade of the landscaping from Fund 117 and further authorizes the City Manager to sign the agreement.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21ST DAY OF June 2021, by the following vote:

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

Cherilyn Bairos, Mayor

ATTEST:

Rouzé Roberts, City Clerk

**CITY OF OAKDALE CONTRACTOR AGREEMENT
LANDSCAPE MAINTENANCE SERVICES
FOR THE GENE BIANCHI COMMUNITY CENTER AND
GLADYS LEMMONS SENIOR CENTER**

THIS AGREEMENT made the 17th day of June, 2021 by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as "City", and Ruben Pastran dba R P LANDSCAPING hereinafter designated as the "Contractor".

RECITALS

WHEREAS, City requires the services of a qualified contractor to provide the work product described in Exhibit A of this Agreement; and,

WHEREAS, City lacks the qualified personnel to provide the specified work product; and,

WHEREAS, Contractor is duly qualified to provide the required work product; and,

WHEREAS, Contractor is agreeable to providing such work product on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. **RESULTS TO BE ACHIEVED.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the work product described in Exhibit A ("Scope of Work"). Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Oakdale.
2. **TERM.** The term of this Agreement is three (3) years commencing on July 1, 2021, and extending through June 30, 2024 or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain, at all times, the right to terminate the Agreement as provided in Section 24, *infra*, and provided that the City Council appropriates the necessary funding in each fiscal year for the continued payments set forth herein. The City, at its discretion and with the concurrence of the Contractor, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the City and if there has been no occurrence of default by the Contractor during the previous three (3) years.
3. **PAYMENT.** City shall pay Contractor for work product produced pursuant to this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's completion of the Scope of Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.
4. **FACILITIES AND EQUIPMENT.** Except as set forth in Exhibit C ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

5. **EXHIBITS.** All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.
6. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of City by the Finance Director ("Administrator"). The Administrator has complete authority to receive information, interpret and define City's policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications during Contractor's performance of the work specified in this Agreement and the Exhibits hereto, shall be directed to or through the Administrator or his or her designee.
7. **NOTICES.** All notices or communication concerning a party's compliance with the terms of this Agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via facsimile. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

Notices to Contractor shall be sent to:

Ruben Pastran
Dba RP Landscaping

Oakdale, CA 95361

Notices to City shall be sent to:

Albert Avila
Finance Director
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

With copies (which shall not constitute notice) to:

Rouze Roberts
City Clerk
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

City Attorney
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

8. **ENTIRE AGREEMENT.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Scope of Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall complete the Scope of Work hereunder in accordance with currently approved methods and practices in Contractor's field. City shall have the right to control Contractor only with respect to specifying the results to be obtained from Contractor pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Likewise, no relationship of employer and employee is created by this Agreement between the City and Contractor or any subcontractor or employee of Contractor. Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this Agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth in this Agreement. Interference or conflict will be determined at the sole discretion of the City.
10. **STANDARD OF PERFORMANCE.** Contractor shall complete the Scope of Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All work product of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.
11. **TIME.** Time is of the essence. Contractor shall devote such time to the Scope of Work pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
12. **CONTRACTOR NOT AGENT.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
13. **BENEFITS AND TAXES.** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold City harmless from any and

all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.

14. **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. However, with the consent of both parties to this agreement given in writing, either party is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the City.

15. **PERSONNEL.**

- a. **Qualifications.** Contractor shall assign only competent personnel to complete the Scope of Work pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons.
- b. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

16. **CONFLICT OF INTEREST.**

- a. **In General.** Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.
- b. **Subsequent Conflict of Interest.** Contractor agrees that if an actual or potential conflict of interest on the part of Contractor is discovered after award, the Contractor will make a full disclosure in writing to the City. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the City.
- c. **Interests of City Officers and Staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations or authorizes funding to Contractor.

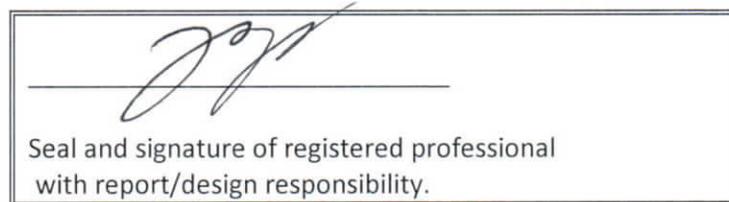
17. **COMPLIANCE WITH LAWS.**

- a. **In General.** Contractor shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. **Licenses and Permits.** Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.
- c. **Funding Agency Requirements.** To the extent that this Agreement may be funded by fiscal assistance from another entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- d. **Drug-free Workplace.** Contractor and Contractor's employees and subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor of Contractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor, within five days thereafter, shall notify the City.
- e. **Discrimination Prohibited.** Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, military veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- f. **Harassment Prohibited.** Contractor and Contractor's employee and subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.

18. **DOCUMENTS AND RECORDS.**

- a. **Property of City.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this Agreement.

- b. **Retention of Records.** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and, upon written request by City, make available to the City or any party designated by the City this Agreement, and such books, documents and records of Contractor [and any books, documents, and records of any subcontractor(s)] that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.
- c. **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per the sample below:



- 19. **CONFIDENTIAL INFORMATION.** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
- 20. **RESPONSIBILITY OF CONTRACTOR.** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor.
- 21. **INDEMNIFICATION.**
 - a. **Contractor 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 cost and fees of litigation) of every nature arising out of or in connection with Contractors 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 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.

- b. **Scope of Contractor Obligation.** The obligations of Contractor under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar legislation.
 - c. **Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Agreement section from each and every subcontractor, sub-tier contractor retained by, or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.
 - d. **General.** Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. City approval of the insurance contracts required by this Agreement does not relieve the Contractor or subcontractors from liability under this section.
22. **INSURANCE REQUIREMENTS.** Contractor shall procure, and maintain for the duration of the contract, insurance as set forth in Exhibit D. The cost of such insurance shall be included in the Contractor's bid.
23. **DEFAULT AND REMEDIES.**
- a. **Events of Default.** Each of the following shall constitute an event of default hereunder:
 - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the City determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the City determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
 - b. **Remedies upon Default.** Upon any Contractor default, City shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
 - c. **No Waiver.** Failure by City to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

24. **TERMINATION.** Either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party. The City may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or effect whatsoever and each of the parties hereto shall be relieved and discharged herefrom, subject to payment for acceptable services rendered prior to the expiration of the notice of termination. Notwithstanding the foregoing, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.
25. **DISPUTE RESOLUTION.** The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any alternative dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.
26. **LITIGATION.** If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation hereto, each party shall bear its own attorneys' fees and costs.
27. **JURISDICTION AND SEVERABILITY.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Stanislaus County, California. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.
28. **NOTICE OF NON-RENEWAL.** Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that work product provided by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing with respect to any failure by City to continue to request or retain all or any portion of the work product from Contractor following the expiration or termination of this Agreement.
29. **PARTIES IN INTEREST.** This Agreement is entered into only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.
30. **NO WAIVER.** Neither the acceptance of work or payment for work pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by the City to enforce any of Contractor's obligations or to exercise any of City's rights shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CONTRACTOR: Ruben Pastran dba R P Lansdsaping

By: RW [Signature] Date: 6/15/21
Name
Title

CITY OF OAKDALE, a municipal corporation

By: _____ Date: _____
Bryan Whitemyer
City Manager

ATTEST:

By: _____ Date: _____
Rouze Roberts
City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Thomas Hallinan
City Attorney

ATTACHMENTS:

- Exhibit A -- Scope of Work
- Exhibit B -- Contract Payment
- Exhibit C -- Facilities and Equipment
- Exhibit D -- Insurance Requirements

EXHIBIT A

SCOPE OF WORK

GENERAL SPECIFICATIONS AND PROVISIONS

1. SERVICES TO BE PROVIDED

1. Services may include but will not be limited to the following: mowing and edging; approved watering of landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aeration; trash and debris control; ground cover care; irrigation systems maintenance; tree staking; and immediate reporting of vandalism and/or safety hazards to the City. It will be the Contractor's responsibility, without further direction from the City, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified by the City.

2. GENERAL WORK REQUIREMENTS

1. Work to be performed comprises general horticultural maintenance, the operation of manual and automatic irrigation, cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present.
2. The work to be performed shall be by a Landscape Maintenance Contractor, licensed by the State of California with a C27 license, insured and bonded to do business in the City of Oakdale. Contractor shall have at least 2 years' actual experience in providing landscape maintenance services for commercial and/or governmental entities.
3. It is the Contractor's responsibility, without further direction from the City (except as specified herein), to ensure that all work is being done per specifications. Contractor shall inspect every site once per week at a minimum; regardless of minimum requirements stated on the Maintenance Performance Schedule.
4. The Contractor will be required to have a 24-hour emergency phone number where he/she can be reached with no more than a 15-minute delay in call-back time. Once notified, Contractor shall respond to an emergency within 60 minutes.
5. Contractor shall have fully trained and competent employees who can use power equipment safely, prune trees and shrubs, and install plants. The installation of plant materials will be in accordance with the techniques as defined in the current edition of the "Sunset Western Garden Book." Any plant material installed by contractor shall have a 90- day warranty period; trees will have a warranty period of 1 year.

6. The Contractor shall have a full-time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and main irrigation line breaks.
7. The Contractor shall have a full time staff employee who has an Agricultural Pest Control license and who is registered at all times with the State Department of Pest Regulation (DPR). Alternatively, Contractor may sub-contract applications to a licensed applicator that is registered at all times with the DPR. Contractor is liable for all work performed by any subcontractor.
8. The City will make regular inspections of contract sites. Contractor shall meet as required with the City to review a Landscape Maintenance Inspection Report and visit any sites deemed necessary for review with City.
9. Contractor shall be aware of and shall comply with all City ordinances governing landscape maintenance work as applicable to individual locations being maintained.
10. The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract.
11. The Contractor shall be responsible for the safety of traffic and pedestrians within the project limits and on the streets subject to traffic control. Contractor shall comply with all City ordinances and conform to all regulatory requirements during all maintenance activities on the public streets.
12. The Contractor shall provide 24-hour advance notification to the occupants of property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.
13. Should lane closures be necessary during the term of this agreement and within the normal required maintenance activities, Contractor will obtain the necessary permits and equipment at no additional charge to the City. Lane closure shall not be allowed without the proper use of advance warning devices, signs and flag person(s) in conformance to these provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions shall be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time.
14. The Contractor shall do all traffic lane closure work and advance warning sign placement according to the guidelines set forth in the current edition of the California Department of Transportation Specifications and Standard Plans as specified herein and at no additional cost to the City.
15. Contact the Engineering Division at (209) 845-3600 for the following information:
 - 2.15.1. Approval of lane closure maps
 - 2.15.2. Encroachment Permits
 - 2.15.3. Copies of City Ordinances

3. DESCRIPTION OF WORK

1. Area/Maintenance Service Changes - The City reserves the right to add, delete or change areas and/or maintenance services under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be adjusted and, when agreed upon, incorporated into this contract. Contractor shall receive documentation from the City regarding any amendments.
2. The City reserves the right to provide the Contractor with supplies and materials such as irrigation components and plant materials, which the Contractor shall install at the hourly rate bid.
3. A general "Maintenance Performance Schedule" is provided for each location at the time of bid and will be incorporated into this agreement upon contract award (see Attachment A). Typical areas to be maintained are defined as:
 - 3.3.1. Medians: for entire median specified, starting at the gutter expansion joint.
 - 3.3.2. Sound walls: If applicable, to wall or fence line.
 - 3.3.3. Individual maintenance activities shall conform to the following standards:
 - 3.3.3.1. The Contractor shall maintain the landscape area in a clean, healthy and well groomed condition. All of the Contractor's work shall be performed in a professional manner, using equipment in good condition and quality materials.
 - 3.3.3.2. Contractor shall provide the labor, materials, transportation and equipment necessary in order to provide landscape maintenance services as specified. Contractor shall provide a level of service at whatever frequency is necessary in order to maintain the landscape area in the professional manner expected, even if the frequency of service exceeds the minimum required by the City.
 - 3.3.3.3. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic/turf areas and trees or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed during the next scheduled service day.
 - 3.3.3.4. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but may not be limited to, aeration, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the City. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.
 - 3.3.3.5. If a scheduled service day falls on a Federal, State or City holiday, Contractor shall provide scheduled service within 2 days before or after the holiday.

3.3.3.6. In case of equipment failure, Contractor shall notify the City of the failure immediately and reschedule that week's service to be completed within two (2) days of said failure upon approval of the City.

3.3.3.7. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for specialty type maintenance as set forth in Section 2.04 or, in the Contractor's Service Schedule as set forth in Section 9.02.

3.3.4. Contractor shall notify the City within 48 hours prior to the date and time of all "Specialty Type" maintenance operations as listed in the annual schedule. "Specialty Type" operations are defined below as:

- 3.3.4.1. Fertilizer application
- 3.3.4.2. Turf renovation/reseeding
- 3.3.4.3. Micro-nutrients/soil amendments
- 3.3.4.4. Use of pesticide/herbicide control chemicals
- 3.3.4.5. Aesthetic tree pruning
- 3.3.4.6. Pruning of shrubs
- 3.3.4.7. Other items as determined by the City

4. SITES TO BE MAINTAINED

1. The sites to be maintained under the provisions of this Agreement will be examined by the Contractor prior to submitting a bid. The Contractor will be accepting each service area in its present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein. Extra work options will be identified.
2. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities. The toll-free number for Underground Service Alert (U.S.A.) is 811. The Contractor is required to call this number 2 working days in advance of performing excavation work.

5. UNSCHEDULED/EXTRA WORK

1. The City Council may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements, when the need for such work arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.
2. Negligence to include, but not be limited to, the failure of the Contractor to identify distressed plantings, determine the cause and take remedial action, or notify the City in cases where no remedial action is possible within 30 days of discovery or notification that plantings are distressed.

3. Contractor may not change the regular maintenance schedule or work force to do unscheduled/extra work unless authorized by the City.
4. In order to be considered for extra work projects both in and outside of their contracted sites, the Contractor shall maintain their landscape maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, compliance with standards will be determined by the City.
5. Prior to performing any additional work, the Contractor shall provide a written estimate of labor and materials to the City. No work shall commence without a written estimate. Within 48 hours of verbal Notice to Proceed or written authorization from the City, Contractor shall submit a written estimate. Should a lane closure be required for unscheduled work, cost of permit and equipment shall be detailed in the estimate. No percentage mark-up shall be added to equipment rental fees.
 - 5.5.1. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.
6. All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

6. FAILURE TO PERFORM

1. Contractor will receive from the City a "Landscape Maintenance Inspection Report" each week or as otherwise specified in Attachment A, "Maintenance Performance Schedule." This form will clearly indicate the work performance of Contractor at the site locations under the terms and conditions of this contract.
2. If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the City will document the problems requiring correction on the "Landscape Maintenance Inspection Report" form, which will serve as written notice to the Contractor regarding said deficiency(ies). A "needs improvement" rating will require the Contractor to correct any stated deficiency(ies) within 7 calendar days or as otherwise specified by the City. An "unsatisfactory" rating will require the Contractor to correct any stated deficiency(s) within 5 calendar days or as otherwise specified by the City. Upon receiving two 2 consecutive ratings of "unsatisfactory" performance on the inspection report, a formal letter of "Failure to Comply" will be issued, and 2 weeks maintenance fees will be deducted from the monthly service fee. A "Failure to Comply" rating represents a final warning. The City may at this time cancel the contract unless the vendor corrects any remaining deficiencies within 24 hours or as otherwise specified by the City. Under this contract, should a Contractor receive more than 2 "unsatisfactory" inspection report warnings within a 90-day time span, a "failure to comply" letter may be used. If 2 letters of "failure to comply" are issued within 180 days (6 months), the City may immediately terminate the contract without further notice. The warnings may not necessarily be for related deficiencies. The City may further, at its discretion, contract with another landscape contractor or complete the work itself in order to affect the necessary

repairs. Once the repairs are initiated by another contractor or by the City, the work in progress will not be terminated. Contractor may be required to pay to the City or have deducted monies due by the City, the amount required to correct the deficiencies. In the event of a termination due to Contractor's lack of performance, the Contractor may be precluded from bidding for up to 5 years from the date of termination. Notwithstanding the above, the City may terminate this contract with a 30-day formal written notice.

3. In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination.

7. DAMAGE CAUSED BY CONTRACTOR

1. Any damage either to City property or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but are not limited to:
 - 7.1.1. Power equipment damage to street lights, trees, shrubs, turf and sprinklers.
 - 7.1.2. Pruning methods not consistent with City specifications.
 - 7.1.3. Over watering or under watering of plant materials.
 - 7.1.4. Failure to make irrigation inspections, adjustments and repairs within schedules specified.
 - 7.1.5. Chemical overspray or leaching or lack of chemical control.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - 7.2.1. Trees - Minor damage such as bark loss from impact of mowing equipment shall be checked by the City or his designee. If in the Supervisor's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at Contractor's expense to comply with the specific instructions of the City.
 - 7.2.2. Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
 - 7.2.3. Chemicals - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be reconditioned to ensure its ability to support plant life.
 - 7.2.4. Irrigation Parts - All Irrigation parts shall be repaired and replaced with same brand of like type and kind as approved by the City.

8. EMERGENCY AND COMPLAINTS RESPONSE

1. Upon determination by the City that immediate action is required to prevent impending injury, death or damage to private or City property being maintained under this contract, the City will, at its discretion, attempt to contact the Contractor to address the necessary repairs. Should the

Contractor be unreachable, as specified in Item 2.04 of this agreement, the City may cause such action to be taken by the City work force and/or other contractors, and shall charge the cost thereof to the Contractor, or may deduct such cost from an amount due Contractor. If the Contractor is unable to respond to the emergency after being contacted within the time frame specified in Item 2.04, the City reserves the right to effect such repairs itself or with another contractor. Should it also be determined that the necessary repairs were due to the Contractor's lack of performance under the terms and conditions of this contract or through Contractor's negligence, the Contractor may be liable for all charges to affect such repairs.

2. All complaints shall be abated as soon as possible after notification; but in all cases within 48 hours or as required by the City. If any complaint is not abated within 48 hours, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report within 5 days. If the complaints are not abated within the time specified and to the satisfaction of the City, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owed to the Contractor from the City.

9. SAFETY

1. Contractor agrees to accept the sole responsibility for complying at all times with local, County, State or other legal requirements, including but not limited to full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders, and State traffic regulations for lane closures, so as to protect all persons, including employees, from foreseeable injury or damage to property. Contractor shall submit a current Safety Program that includes an Injury and Illness Prevention Program (IIPP).
2. It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction. Contractor shall be responsible for making routine corrections such as, but not limited to: filling holes in all turf areas, along curbs, sidewalks, and paving, replacing valve box covers, vehicular and pedestrian visibility and clearance of trees and shrubs. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City within 5 days following the occurrence.
3. Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti and deterioration and shall report immediately any deterioration or graffiti to the City.
4. It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests or safety visible apparel are to be worn at all times while working.

10. HOURS AND DAYS OF MAINTENANCE SERVICES

1. Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Contractor may work on Saturdays only with the

approval of the City. Excessively noisy operations will not begin before 8:00 am. Barring emergencies, no work will be allowed on Sundays.

2. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City. The City shall be notified of any temporary change to the day's service schedule no later than 7:30 a.m. the day of the scheduled change.

11. CONTRACTOR'S STAFF

1. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised by a qualified supervisor in the employ of the Contractor.
2. Supervision - Contractor shall provide a competent working supervisor during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. Contractor shall furnish the name of the supervisor to the City prior to the commencement of a contract and further advice of any changes. Contractor's supervisor will be able to communicate verbally, in writing and in English, with the Community, the City, or other City staff.
3. Dismissal of Unsatisfactory Employees - Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall meet with the City to consider the appropriate course of action with respect to such matters, and Contractor shall take reasonable measures under the circumstances to assure the Supervisor and City staff that the conduct and action of Contractor's employees will not be detrimental to the interest of the City of Oakdale or its facilities.
4. Contractor shall, at its own expense, establish an identification system for personnel assigned to the maintenance areas under this agreement which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services.
5. The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes, and other gear required by State Safety Regulations. If uniform shirts have buttons, they shall be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employees' uniforms. Contractor's employees shall be clean in appearance at the start of each workday.
6. Contractor vehicles shall be in good condition and shall have the company name and phone number clearly visible to the public at all times.

12. SIGNS/IMPROVEMENTS

1. Contractor shall not post signs or advertising material upon the site premises unless prior approval is obtained from the City or City staff.
2. Contractor will remove all advertisements and election signs from the work site, including from utility poles and trees, each time the site is serviced.

13. UTILITIES

1. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor, as scheduled, irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage on similar sites, for the same time period. The excess cost factor, to be deducted from payments to Contractor from City, will be presented to the Contractor by the City prior to actual deductions to allow for explanations.

14. INTERFERENCE WITH PUBLIC USE

1. Contractor shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. STORAGE FACILITIES

1. City will not provide any storage facilities for Contractor's use at any of the park sites.

16. LEAF BLOWER REQUIREMENT

1. OPERATION WITHIN 200 FEET OF ANY RESIDENTIAL PROPERTY:
 - 16.1.1. Hours of Operation: Use of portable gasoline-powered blowers within 200 feet of any residential property is restricted to the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, barring emergencies, no work will be allowed on Sundays.
 - 16.1.2. Maximum Sound Levels: Blowers cannot exceed 70 DBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 DBA limit. Blowers purchased after November 15, 1995, cannot exceed 65 DBs when used within 200 feet of any residential property.
2. OPERATION MORE THAN 200 FEET FROM ANY RESIDENTIAL PROPERTY:
 - 16.2.1. Hours of Operation: 8:00 a.m. to 6:00 p.m.
 - 16.2.2. Maximum Sound Levels for Existing Equipment: 70 DBA
 - 16.2.3. Maximum Sound Levels for New Equipment: 70 DBA or as approved by the City

17. TURF/MOWING OPERATION

1. Turf shall appear healthy during the entire term of the contract.
 - 17.1.1. Irrigate as required to maintain healthy growth and appearance.
 - 17.1.2. Lawns shall be kept reasonably free of weeds by use of selective weed killers. Turf pre-emergent applications shall be applied in February and May to control broadleaf weeds and crabgrass. Use of an additional broadleaf herbicide application may be required by the City if additional weed control is needed. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.
 - 17.1.3. Lawn Fertilization: Use 3 applications of slow-release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through September. Use cool-season fertilizer October through February. All such applications shall be approved by the City. The Contractor shall provide an annual fertilization schedule to the City. The Contractor shall notify the Supervisor 48 hours in advance of fertilizer application date.
2. Mowing operations shall be performed in a manner that ensures a smooth surface appearance throughout the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs, sprinklers, and street light base covers.
3. All equipment shall be adequately sharpened and adjusted to proper cutting heights.
4. Turf shall be maintained at heights of no less than 1½" and should not be greater than 4 inches year-round. During the winter months of November 15th through February 15th, the mowing frequency may be reduced in periods of inclement weather. If the City observes during the winter months an uneven height which presents a poor appearance, the Contractor shall mow the turf additional times as required to maintain a smooth appearance.
5. Before mowing operation begins, all debris including stones and limbs shall be removed.
6. Mowing shall be done on the same scheduled service day each week.
7. Walkways and gutters, etc., shall be cleaned immediately following each mowing/edging. All grass clippings shall be collected and removed from the site and disposed of at an appropriate landfill on the same day the area is mowed and edged.
8. Hard fescue areas shall be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed 4" in height. Contractor shall use a pre-emergent weed control method upon notification to the City. Contractor shall be required to hand pull weeds upon direction of the City. Hard fescue areas will also be mowed 2 times per year and all clippings will be removed from site and disposed of. Contractor may use chemical controls for weeds, insects, and fungus with notification to the City. Non-irrigated native grass areas will be mowed 3 times per year or as specified by the City.

18. MECHANICAL EDGING

1. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, and ground cover beds shall be edged to a neat and uniform line each time turf is mowed.

19. AERATION

1. Aeration of all turf areas shall be done by using a device that removes cores to a depth of 2" at not more than a 6" spacing and shall be done 3 days before fertilizer application, or as approved by the City.
2. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within 24 hours after aerating.
3. Turf aeration shall be included as part of the contract service as specified in the Maintenance Performance Schedule (Attachment A).

20. VERTICAL MOWING - Operation

1. Vertical mowing shall be done to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance using standard renovating or vertical mowing equipment.
2. Vertical mowing shall be on an as-needed basis for turf health and growth and shall be scheduled once a year or as required by the City. Bids will be solicited by the City at the time such services are required.
3. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
4. Dislodged thatch will be swept or raked from the turf areas and immediately removed from the site and disposed of at an appropriate site.
5. Over-seeding shall be done on an as-needed basis or as required by the City.
6. Renovation-Turf (Extra Work Activity)
 - 20.6.1. Renovate to the soil line and remove all excessive thatch in turf area.
 - 20.6.2. After thatch is removed and upon completion of turf renovation, all turf areas shall be over-seeded, mulched and watered.
 - 20.6.3. Areas to be over-seeded will utilize blends or mixtures of seed at the application rate approved by the City.
 - 20.6.4. Mulch shall be spread evenly over the entire area to a uniform depth.
 - 20.6.5. Areas that are below grade shall be filled in and leveled before over-seeding.

21. USE OF CHEMICALS

1. All work involving the use of chemicals shall be in compliance with all Federal, State County and local laws. The Contractor shall have an employee who has a State of California Agricultural Pest Control Applicators License or Maintenance Gardener Business Certificate and a valid operator ID number issued by the Stanislaus County Agricultural Commissioner.
2. Contractor may subcontract herbicide and pesticide work with the written authorization of the City and with the understanding that the primary Contractor is liable for all work of the subcontractor including damages, should they occur. Contractor shall provide copies of appropriate permits, licenses, registrations and Pest Control Advisor Site Recommendations to the City before any pesticides and herbicides are used.
3. Pest Control Advisor Site Recommendations for each chemical or combination of chemicals for each site shall be turned in to the City 30 calendar days after the contract is awarded (including contract renewals) at ~~no~~ additional cost to City. Should an unforeseen chemical application be necessary, a Pest Control Advisor's recommendation shall be submitted to the City 14 days prior to use.
4. All chemical applications shall be done with extreme care to avoid any hazard to any person or pet or damage to property in the area. All spraying shall be done when air currents would minimize drift to 6".
5. At the end of each month the Contractor shall submit copies of the County's chemical use reports to the City. Failure to submit this form will result in delay of payment.
6. Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of 2 years by the Contractor. These records shall be available for review upon request from the City, County, State or Federal officers.
7. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's office and a permit obtained, with a copy to the City. A Pest Control Advisor's recommendation shall be on file with the City prior to use of special permit chemicals.

22. CHEMICAL EDGING

1. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18" from the trunk of trees and away from the drip line of shrubs by use of approved chemicals.
2. Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed 4" in width along curbs and sidewalks. Sites where chemical edging is acceptable will be on the Maintenance Performance Schedule.
3. ALL linear chemical edging and/or detailing SHALL BE APPROVED by the City prior to its use.

4. Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operability, ease of location and/or a clean appearance and shall not exceed a 4" clearance or as otherwise specified.

23. CHEMICAL WEED ABATEMENT

1. Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height.
2. Spot treat with a portable sprayer or wick wand using an effective herbicide per manufacturer's recommendation.
3. Weeds treated with a contact weed chemical shall be applied according to manufacturer's recommendations. If kill is not complete, a second application shall be applied.
4. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
5. All dead weeds shall be removed within 7 days.
6. Chemical application starts at the gutter expansion joint and goes inward to the opposite expansion joint on medians, or to the sound wall, or to the edge of the maintenance area.

24. LITTER CONTROL

1. Complete policing and litter pick-up for the removal of paper, glass, trash, limbs, undesirable materials, and other accumulated debris within the landscape areas will be done each time site is serviced, but at a minimum of twice a week, if trash accumulation is excessive a third removal day will be required.
2. Complete policing, litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas, along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.
3. All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations and will be disposed of off-site.
4. Where the City provides trash receptacles and dog refuse receptacles; it will be the responsibility of Contractor to empty them, replace the liners, properly dispose of the contents, and keep the receptacles clean.

25. LEAF REMOVAL

1. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, and parking lots and removed from the site. Some sites may require additional visits during leaf season, or as directed by the City.

26. TREE PRUNING AND CARE

1. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and access.
2. Trees known to “bleed”, such as birches, alders, maples and pines shall not be pruned during the spring and early summer months. All trees shall be pruned as needed to provide adequate clearance for pedestrians, vehicles and signs. As much as possible, pruning for clearance should be performed carefully to preserve the form and beauty of the plant.
3. Safety Clearance on Trees - Maintain trees to achieve an 8' clearance for all branches over sidewalks and within the landscaped areas, and 15' clearance for branches overhanging beyond the curb line into paved sections of roadways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations.
4. Remove all dead, diseased and insect-infested branches and limbs cleanly at point of connection. Broken and hanging limbs below 15' in height shall be removed immediately. Report severe damage or hanging limbs that are above 15' to the City immediately.
5. All trees shall be trimmed to prevent encroachment onto private property.
6. All trimmings and debris shall be removed and disposed of off-site the same day and taken to an appropriate refuse site. City may direct Contractor to leave Oak duff/debris in place beneath Oak trees.
7. All pruning shall be done using the pruning standards, approved methods and techniques of the Western Chapter of the International Society of Arboriculture.. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark.
8. No trees are to be sheared, boxed, balled or formally shaped unless directed by City. The Contractor shall provide equal replacement of trees and shrubs, at Contractor's expense, if material is topped or sheared without City direction or approval. All limbs 12" or greater in diameter shall be undercut to prevent splitting.

26.8.1. All suckers shall be cut flush with the trunk or limb.

26.8.2. No stubs will be permitted.

27. TREE STAKING AND TYING

1. Replace missing or damaged stakes within 7 calendar days where the tree diameter is less than 3" diameter breast high (dbh), unless tree is self-supporting in all weather conditions.
2. Recently planted trees shall be properly staked until tree is self-supporting in all weather conditions. Stakes shall be of adequate length so that trees will be tied in an upright position. All nursery stakes are to be removed at the time of planting.
3. The Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at that time, at no additional cost. Any necessary re-staking of trees is to be done on site and in such a manner as to allow the plants to move with the wind without breaking or damage to bark, trunk or limbs. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Adjust stake height and tie material/method accordingly. The Contractor shall replace (with equal size material), at no additional cost to the City, any plant material damaged due to negligence and/or lack of proper inspection.
4. Materials:
 - 27.4.1. Stake trees with lodge pole, untreated tree stakes, 2 per tree, and ArborTie tape (stapled) or equal.
 - 27.4.2. Stakes will not be placed closer than 8" from the bark, nor shall stakes go through the root ball.
5. Holes left from the removal of trees stakes shall be filled in using top soil within 7 working days.

28. TREES - *Unscheduled/Extra Work*

1. Removal of trees with a diameter greater than 4" dbh shall be considered unscheduled/extra work.
2. All work above 15' will be done by the City or as unscheduled/extra work with the City's approval.
3. Trees which may need to be removed with a diameter of 10" dbh or greater shall be evaluated by the City.
4. Trees which are removed may be required by the City to have stumps ground and removed to 12" below grade, wood chips removed, and the hole backfilled to grade with top soil.
5. Any native Oak (*Quercus agrifolia*, *Quercus chrysolepis*, *Quercus douglasii*, *Quercus lobata* or *Quercus wislizenii*) seedlings detected are to be protected in place until City can evaluate location. City may require that the seedling be protected in place or may require removal of the tree seedling by the Contractor.

6. All unscheduled/extra work shall have a written estimate turned in to the City. The City shall authorize estimate prior to unscheduled work being done.

29. HEDGE, SHRUB, VINE, AND GROUNDCOVER PLANTINGS PRUNING AND CARE

1. Shearing, pruning and removal

- 29.1.1. Shear hedges from top to bottom as a continuous massing and only if intended as a formal element or if directed by the City. Any sheared hedges shall not exceed 8' in height. Shear up to six months' worth of growth back from curb, sidewalk or below tops of walls. Do not shear shrubs and ground cover but some, minimal selective pruning may be needed. Allow shrubs and ground cover to fill in and cover the soil surface. When planted in masses, shrubs shall be allowed to grow together to fill the bed. Do not shear into individual "gumdrop or gumball" shapes. Do not prune or shear shrubs and ground cover away from tree trunks unless directed by City. Remove all dead, diseased and unsightly branches from shrubs.
 - 29.1.2. All dead shrubs shall be removed. Additionally, eliminate all shrub and ground cover material that will not likely recover from a history of shearing. Notify the City prior to removal. If directed by the City, supplement/add to existing plant material in order to achieve total vegetative coverage of all soil. Apply 2 inches of small bark mulch (mulch to be approved by City) as a short-term soil cover until shrubs and groundcover mature.
 - 29.1.3. On medians, shrubs shall be maintained below 36' inches at all times for visibility and safety; or lower if specified in the Maintenance Performance Schedule.
 - 29.1.4. All pruning cuts shall be smooth, leaving no stubs exposed. A ragged, chewed or torn appearance is not acceptable.
 - 29.1.5. All clinging vines such as Creeping Fig and Boston Ivy are to be cut cleanly and maintained at 6" below the top of any masonry wall or decorative top treatment. Remove all vines or other growth as it develops within shrubs and hedges. Any runners that start to climb buildings, shrubs or trees shall be pruned out of and away from these areas. Vines that cover sound walls or barrier fences are not to be removed unless directed to do so by the City.
 - 29.1.6. Certain mature groundcovers must be periodically mowed to maintain plant health, a uniform appearance, control trash and reduce rodent habitat. Groundcovers shall be pruned on a regular basis throughout the season as needed to maintain a tidy appearance adjacent to paving and shrubs. Spring groundcover growth trimming shall be completed prior to July 1st.
2. Pruning Frequency: Prune 2-4 times per year as needed depending upon the growth patterns of the plant species and location in question (see Attachment A - Maintenance Performance Schedule).

3. Contractor shall not take more than 2 weeks to complete all pruning within a service area once operations are started.
4. Landscape Maintenance Contractor shall provide a complete fertilization program for all shade and ornamental trees smaller than 5" in diameter. Trees shall be fertilized in late winter, prior to bud swell. All fertilizers shall be a complete analysis, slow release fertilizer.
5. If required, pre-emergent and spray herbicides shall be used to control weeds in shrub beds.

30. WATERING

1. All landscaped and turf areas shall be irrigated as required to maintain adequate growth, health and appearance. The delivery of adequate moisture shall include but is not limited to hand watering, operation of manual valves, automatic controllers, and bleeding valves. Irrigation shall be done at hours which will ensure that traffic and access are not disturbed, preferably during daytime hours.
2. Upon contract award, Contractor will be given keys to the irrigation controller boxes. At the termination of contract, the Contractor is required to return to the City all sets of said keys prior to receiving last payment.
3. If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.
4. Water shall be regulated to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, or excessive water run-off onto streets and/or private property. Hand watering may be necessary on some sites and shall be performed as required. Hoses, nozzles and sprinklers for hand watering shall be provided by the Contractor. All manual irrigation will be done Monday through Friday from 7 a.m. to 4 p.m.
5. The City may convert portions of the irrigation systems to reclaimed water during the contract period. Contractor shall provide evidence that personnel are trained to use recycled water and are aware of Department of Public Health regulations. (Reference "Health and Safety Code, Water Code, and Titles 22 and 17 of the California Code of Regulations.")
6. During a declared drought or when directed by City, Contractor shall reduce watering to the minimum required for health and sustainability of all plant material in irrigated areas.

31. IRRIGATION SYSTEM MAINTENANCE AND TESTING

1. Contractor and its employees shall inspect weekly and test monthly all irrigation systems for system operability and component malfunctions. Contractor shall set and program automatic controllers for minimal seasonal watering requirements. Within 30 days after contract award,

an irrigation plot map of the entire system at each site shall be prepared by the Contractor and placed in the irrigation control box and a copy given to the City.

2. Testing shall be done in the following manner:
 - 31.2.1. Set each station and check all components of the system every month. Maintain controller so stations run in sequence. For testing verification, the sign-in sheet in the controller shall be signed each time system is tested.
 - 31.2.2. Adjust all sprinkler heads for direction and height for proper coverage and to prevent watering roadways, sidewalks and/or private property.
 - 31.2.3. Unplug all clogged heads, flush lines free of rocks, mud and debris.
 - 31.2.4. All malfunctions/damage shall be reported to the City with estimates for repairs and, upon authorization repairs shall be completed.
 - 31.2.5. In addition to monthly testing, all irrigation systems shall be tested and/or inspected as necessary when damage or malfunction is observed and/or reported.
3. Contractors shall carry and maintain a supply of irrigation components, with the exception of valves, such as sprinklers and solenoids, each time a site is serviced.
4. **Unscheduled work**
 - 31.4.1. **Sprinkler Replacements** - The actual repair and/or replacement of damaged or broken sprinklers shall be done according to the rates specified in Items 1 and 3 of **Unscheduled/Extra Work**, unless damage is caused by Contractor.
 - 31.4.2. **Valves, Solenoids and Controllers** - The actual repair and/or replacement of damaged or broken valves, solenoids, controllers, main or lateral water line breaks shall be done according to the rates specified in Items 2 and 3 of **Unscheduled/Extra Work**.
5. Copies of receipts for materials and/or parts shall be submitted upon request of the City.

32. MAINTENANCE SCHEDULES

1. The Contractor shall submit the following schedules 14 work days after receipt of irrigation controller keys.
2. Contractor's Service Schedule
 - 32.2.1. This Schedule indicates the specific day(s) and times of the week when each site will be serviced pursuant to the requirements specified in the Maintenance Performance Schedule (see Attachment A).
3. Site Fertilizer Schedule:

32.3.1. The Contractor shall provide an annual fertilization schedule to the City. Contractor shall indicate on the Site Fertilizer Schedule the 2-week period under the month(s) when each site shall be fertilized for turf indicated in the Maintenance Performance Schedule (see Attachment A).

Changes to the above schedules by the Contractor shall be approved by the City at least 5 working days prior to implementation of any changes

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: _____ AREA SIZE: SQ. FT. _____ ACRES: _____
 LOCATION: _____

	DAILY	BI-WKLY	WEEKLY	2X-MO.	MTHLY	QTRLY	Y/YR.	AS REQ.	COMMENTS
SITE SERVICED			x						
INSPECT. MEETING						x			
LAWN									
FERTILIZER							3		
AERATING							1		
RESEEDING								x	
CHEMICAL EDGE								x	
MECH EDGE			x						
GROUND COVER									
FERTILIZER									
WINTER MOW								x	
SHRUBS									
FERTILIZER									
PRUNE							2-4		
CULTIVATE								x	
TREES									
FERTILIZER									
PRUNE								x	
LEAF PICKUP								x	
WEED CONTROL					x				

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

LANDSCAPE MAINTENANCE SERVICES PROJECT

SITE	OVERALL	SAFETY	MOW/EDGE	IRRIGATION	LITTER	SHRUBS	GND COVER	WATERING	WEED PEST	PRUNING	STAKING	LEAVES
COMMENTS: _____												
COMMENTS: _____												
COMMENTS: _____												
COMMENTS: _____												
COMMENTS: _____												
COMMENTS: _____												
COMMENTS: _____												

S – SATISFACTORY
 N – NEEDS IMPROVEMENT

U – UNSATISFACTORY
 F – FAILURE TO COMPLY

INSPECTOR: _____
 CONTRACTOR: _____

EXHIBIT B

PAYMENT

1. **TOTAL COMPENSATION** City shall pay Contractor an amount not to exceed the total sum of

- a. Gene Bianchi Community Center \$11,520.00 Per Year
- b. Gladys Lemmons Senior Center \$11,760.00 Per Year

for monthly work to be performed and reimbursable costs incurred pursuant to this Agreement. The total sum stated above shall be the total which City shall pay for the work product to be provided by Contractor pursuant to this Agreement.

2. **INVOICES** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of bills, *i.e.*, Bill No. 1;
- b. The beginning and ending dates of the billing period;
- c. Purchase Order number; and
- d. A summary containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.

3. **MONTHLY PAYMENTS** City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Scope of Work, and for authorized reimbursable expenses incurred.

4. **REIMBURSABLE EXPENSES** There shall be no right to reimbursement of expenses incurred by Contractor except as specified in this Agreement.

5. Additional one-time cost
Gene Bianchi Community Center

Bring soil to raise soil in planters, spread bark on all planters, remove 18 boxwood brushes and replace with 5- gallon boxwood, trimming of all plants, dewed all planters, check sprinklers to verify they are all working properly. \$4,500

Gladys Lemmons Senior Center

Bring planters up to grade, spread bark of color choice, trimming of all plants, dewed all planters pickup brush from planters including dump fees. \$5,900

EXHIBIT D

INSURANCE

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement (ignore any not checked).

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: Finance Director, City of Oakdale, 280 N. Third Avenue, Oakdale, CA 95361.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- Commercial General/Business Liability Insurance with coverage as indicated:
 - \$2,000,000 per occurrence/\$4,000,000 aggregate limits for bodily injury and property damage
 - \$ _____ per occurrence bodily injury/\$ _____ per occurrence property damage
 - Coverage for X, C, U hazards SHALL be evidenced on the Certificate of Insurance
 - If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement shall be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.

- Auto Liability Insurance with coverage as indicated:
 - \$1,000,000 combined single limit for bodily injury and property damage
 - \$ _____ per person/\$ _____ per accident for bodily injury
 - \$ _____ per occurrence for property damage
 - \$ 500,000 combined single limit for bodily injury and property damage
 - Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the contractor, regardless of where the vehicles are kept or driven.

- Professional/Errors and Omissions Liability with coverage as indicated:
 - \$1,000,000 per loss/ \$2,000,000 aggregate
 - \$5,000,000 per loss/ \$5,000,000 aggregate

Contractor shall maintain Professional/Errors & Omissions Liability coverage for a period of three years after the expiration of this Agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three year period.

- Workers' Compensation Insurance
- Including minimum \$1,000,000 Employer's Liability

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

The Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

- Additional Insured Endorsement(s) for Commercial General/Business Liability coverage naming the City of Oakdale, its officers, employees and agents as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is NOT acceptable without a separate endorsement such as Form CG 20 10)

- The Certificate of Insurance SHALL provide 30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: the following words shall be crossed out or deleted from the standard cancellation clause: "... endeavor to ..." AND "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

- All subcontractors used shall comply with the above requirements except as noted below:

As to all of the checked insurance requirements above, the following shall apply:

1. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
2. **City as Additional Insured.** The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities 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, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
3. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - b. 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.
 - c. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. **Acceptability of Insurers**. Insurance is to be placed with insurers with a Bests' rating of no less than A: VII

**CITY OF OAKDALE CONTRACTOR AGREEMENT
LANDSCAPE MAINTENANCE SERVICES
FOR THE GENE BIANCHI COMMUNITY CENTER AND
GLADYS LEMMONS SENIOR CENTER**

THIS AGREEMENT made the 3rd day of May, 2021 by and between THE CITY OF OAKDALE, A Municipal Corporation, hereinafter designated as "City", and R P LANDSCAPING hereinafter designated as the "Contractor".

RECITALS

WHEREAS, City requires the services of a qualified contractor to provide the work product described in Exhibit A of this Agreement; and,

WHEREAS, City lacks the qualified personnel to provide the specified work product; and,

WHEREAS, Contractor is duly qualified to provide the required work product; and,

WHEREAS, Contractor is agreeable to providing such work product on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. **RESULTS TO BE ACHIEVED.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the work product described in Exhibit A ("Scope of Work"). Contractor is not authorized to undertake any efforts or incur any costs whatsoever under the terms of this Agreement until receipt of a fully executed Purchase Order from the Finance Department of the City of Oakdale.
2. **TERM.** The term of this Agreement is three (3) years commencing on MAY 3, 2021, and extending through MAY 3, 2024 or the completion of the project, whichever occurs first, unless it is extended by written mutual agreement between the parties, provided that the parties retain, at all times, the right to terminate the Agreement as provided in Section 24, *infra*, and provided that the City Council appropriates the necessary funding in each fiscal year for the continued payments set forth herein. The City, at its discretion and with the concurrence of the Contractor, may extend the agreement duration for a period of no more than two (2) years if it is in the best interests of the City and if there has been no occurrence of default by the Contractor during the previous three (3) years.
3. **PAYMENT.** City shall pay Contractor for work product produced pursuant to this Agreement at the time and in the manner set forth in Exhibit B ("Payment"). The payments specified in Exhibit B shall be the only payments to be made to Contractor in connection with Contractor's completion of the Scope of Work pursuant to this Agreement. Contractor shall submit all billings to City in the manner specified in Exhibit B; or, if no manner is specified in Exhibit B, then according to the usual and customary procedures and practices which Contractor uses for billing clients similar to City.
4. **FACILITIES AND EQUIPMENT.** Except as set forth in Exhibit C ("Facilities and Equipment"), Contractor shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for completing the Scope of Work pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit C according to the terms and conditions set forth in Exhibit C.

5. **EXHIBITS.** All exhibits referred to in this Agreement are attached hereto and are by this reference incorporated herein and made a part of this Agreement.
6. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of City by the Finance Director (“Administrator”). The Administrator has complete authority to receive information, interpret and define City’s policies consistent with this Agreement, and communicate with Contractor concerning this Agreement. All correspondence and other communications during Contractor’s performance of the work specified in this Agreement and the Exhibits hereto, shall be directed to or through the Administrator or his or her designee.
7. **NOTICES.** All notices or communication concerning a party’s compliance with the terms of this Agreement shall be in writing and may be given either personally, by certified mail, return receipt requested, or by overnight express carrier. The notice shall be deemed to have been given and received on the date delivered in person or the date upon which the postal authority or overnight express carrier indicates that the mailing was delivered to the address of the receiving Party. The Parties shall make good faith efforts to provide advance courtesy notice of any notices or communications hereunder via facsimile. However, under no circumstances shall such courtesy notice satisfy the notice requirements set forth above; nor shall lack of such courtesy notice affect the validity of service pursuant to the notice requirement set forth above. Any Party hereto, by giving ten (10) days written notice to the other, may designate any other address as substitution of the address to which the notice or communication shall be given. Notices or communications shall be given to the Parties at the addresses set forth below until specified otherwise in writing:

Notices to Contractor shall be sent to:

Ruben Pastrini
Oakdale, CA 95361

Notices to City shall be sent to:

Albert Avila
Finance Director
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

With copies (which shall not constitute notice) to:

Rouze Roberts
City Clerk
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

City Attorney
City of Oakdale
280 North Third Avenue
Oakdale, CA 95361

8. **ENTIRE AGREEMENT.** This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to Contractor's completion of the Scope of Work on behalf of City and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. No amendment, alteration, or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
9. **INDEPENDENT CONTRACTOR.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall complete the Scope of Work hereunder in accordance with currently approved methods and practices in Contractor's field. City shall have the right to control Contractor only with respect to specifying the results to be obtained from Contractor pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Likewise, no relationship of employer and employee is created by this Agreement between the City and Contractor or any subcontractor or employee of Contractor. Nothing contained in this Agreement shall be construed as limiting the right of Contractor to engage in Contractor's profession separate and apart from this Agreement so long as such activities do not interfere or conflict with the performance by Contractor of the obligations set forth in this Agreement. Interference or conflict will be determined at the sole discretion of the City.
10. **STANDARD OF PERFORMANCE.** Contractor shall complete the Scope of Work required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All work product of whatsoever nature which Contractor delivers to City pursuant to this Agreement shall be prepared in a substantial, first class and workmanlike manner and conform to the standards of quality normally observed by a person practicing in Contractor's profession.
11. **TIME.** Time is of the essence. Contractor shall devote such time to the Scope of Work pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
12. **CONTRACTOR NOT AGENT.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
13. **BENEFITS AND TAXES.** Contractor shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including, but not limited to, federal and state income taxes, and in connection therewith Contractor shall indemnify and hold City harmless from any and

all liability that City may incur because of Contractor's failure to pay such taxes. City shall have no obligation whatsoever to pay or withhold any taxes on behalf of Contractor.

14. **ASSIGNMENT PROHIBITED.** No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect. However, with the consent of both parties to this agreement given in writing, either party is entitled to subcontract such portions of the work to be performed under this Agreement as may be specified by the City.

15. **PERSONNEL.**

a. **Qualifications.** Contractor shall assign only competent personnel to complete the Scope of Work pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the removal of any such persons, Contractor shall, immediately upon receiving notice from city of such desire of City, cause the removal of such person or persons.

b. **Employment Eligibility.** Contractor shall ensure that all employees of Contractor and any subcontractor retained by Contractor in connection with this Agreement have provided the necessary documentation to establish identity and employment eligibility as required by the Immigration Reform and Control Act of 1986. Failure to provide the necessary documentation will result in the termination of the Agreement as required by the Immigration Reform and Control Act of 1986.

16. **CONFLICT OF INTEREST.**

a. **In General.** Contractor represents and warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to a conflict of interest on the part of Contractor, or that the Contractor has already disclosed all such relevant information.

b. **Subsequent Conflict of Interest.** Contractor agrees that if an actual or potential conflict of interest on the part of Contractor is discovered after award, the Contractor will make a full disclosure in writing to the City. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the City to avoid, mitigate, or neutralize the actual or potential conflict. Within 45 days, the Contractor shall have taken all necessary steps to avoid, mitigate, or neutralize the conflict of interest to the satisfaction of the City.

c. **Interests of City Officers and Staff.** No officer, member or employee of City and no member of the City Council shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. Neither Contractor nor any member of any Contractor's family shall serve on any City board or committee or hold any such position which either by rule, practice or action nominates, recommends, or supervises Contractor's operations or authorizes funding to Contractor.

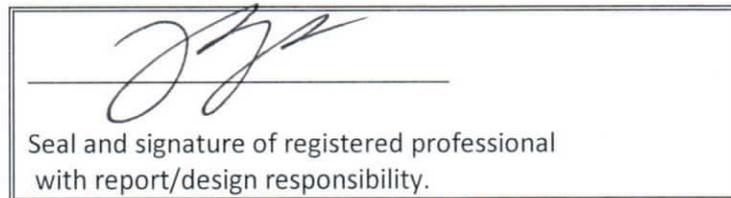
17. **COMPLIANCE WITH LAWS.**

- a. **In General.** Contractor shall observe and comply with all laws, policies, general rules and regulations established by City and shall comply with the common law and all laws, ordinances, codes and regulations of governmental agencies, (including federal, state, municipal and local governing bodies) applicable to the performance of the Scope of Work hereunder, including, but not limited to, all provisions of the Occupational Safety and Health Act of 1979 as amended.
- b. **Licenses and Permits.** Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to practice its profession.
- c. **Funding Agency Requirements.** To the extent that this Agreement may be funded by fiscal assistance from another entity, Contractor shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- d. **Drug-free Workplace.** Contractor and Contractor's employees and subcontractors shall comply with the City's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees and subcontractors shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section 812, including marijuana, heroin, cocaine, and amphetamines, at any facility, premises or worksite used in any manner in connection with performing services pursuant to this Agreement. If Contractor or any employee or subcontractor of Contractor is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at such a facility, premises, or worksite, the Contractor, within five days thereafter, shall notify the City.
- e. **Discrimination Prohibited.** Contractor assures and agrees that Contractor will comply with Title VII of the Civil Rights Act of 1964 and other laws prohibiting discrimination and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, military veteran's status, political affiliation, or any other non-merit factors be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
- f. **Harassment Prohibited.** Contractor and Contractor's employee and subcontractors shall comply with the City's Workplace Harassment and Discrimination Policy.

18. **DOCUMENTS AND RECORDS.**

- a. **Property of City.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda or other written documents or materials prepared by Contractor pursuant to this Agreement shall become the property of City upon completion of the work to be performed hereunder or upon termination of this Agreement.

- b. **Retention of Records.** Until the expiration of five (5) years after the furnishing of any services pursuant to this Agreement, Contractor shall retain and, upon written request by City, make available to the City or any party designated by the City this Agreement, and such books, documents and records of Contractor [and any books, documents, and records of any subcontractor(s)] that are necessary or convenient for audit purposes to certify the nature and extent of the reasonable cost of services to City.
- c. **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility" as per the sample below:



- 19. **CONFIDENTIAL INFORMATION.** Contractor shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, Contractor shall return materials which contain any confidential information to City. Contractor may keep one copy for its confidential file. For purposes of this paragraph, confidential information is defined as all information disclosed to Contractor which relates to City's past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law.
- 20. **RESPONSIBILITY OF CONTRACTOR.** Contractor shall take all responsibility for the work, shall bear all losses and damages directly or indirectly resulting to Contractor, to any subcontractor, to the City, to City officers and employees, or to parties designated by the City, on account of the performance or character of the work, unforeseen difficulties, accidents, occurrences or other causes predicated on active or passive negligence of the Contractor or of any subcontractor.
- 21. **INDEMNIFICATION.**
 - a. **Contractor 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 cost and fees of litigation) of every nature arising out of or in connection with Contractors 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 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.

- b. **Scope of Contractor Obligation.** The obligations of Contractor under this or any other provision of this Agreement will not be limited by the provisions of any workers' compensation act or similar legislation.
- c. **Subcontractors.** Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Agreement section from each and every subcontractor, sub-tier contractor retained by, or on behalf of Contractor in the performance or subject matter of this Agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.
- d. **General.** Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify City as set forth herein is binding on the successors, assigns, or heirs of Contractor and shall survive the termination of this Agreement or this section. By execution of this Agreement, Contractor acknowledges and agrees that it has read and understands the provisions hereof and that this paragraph is a material element of consideration. City approval of the insurance contracts required by this Agreement does not relieve the Contractor or subcontractors from liability under this section.

22. **INSURANCE REQUIREMENTS.** Contractor shall procure, and maintain for the duration of the contract, insurance as set forth in Exhibit D. The cost of such insurance shall be included in the Contractor's bid.

23. **DEFAULT AND REMEDIES.**

- a. **Events of Default.** Each of the following shall constitute an event of default hereunder:
 - i. Failure to perform any obligation under this Agreement and failure to cure such breach immediately upon receiving notice of such breach, if the breach is such that the City determines the health, welfare, or safety of the public is immediately endangered; or
 - ii. Failure to perform any obligation under this Agreement and failure to cure such breach within fifteen (15) days of receiving notice of such breach, if the breach is such that the City determines that the health, welfare, or safety of the public is not immediately endangered, provided that if the nature of the breach is such that the City determines it will reasonably require more than fifteen (15) days to cure, Contractor shall not be in default if Contractor promptly commences the cure and diligently proceeds to completion of the cure.
- b. **Remedies upon Default.** Upon any Contractor default, City shall have the right to immediately suspend or terminate the Agreement, seek specific performance, contract with another party to perform this Agreement and/or seek damages including incidental, consequential and/or special damages to the full extent allowed by law.
- c. **No Waiver.** Failure by City to seek any remedy for any default hereunder shall not constitute a waiver of any other rights hereunder or any right to seek any remedy for any subsequent default.

24. **TERMINATION.** Either party may terminate this Agreement with or without cause by providing ten (10) days' notice in writing to the other party. The City may terminate this Agreement at any time without prior notice in the event that Contractor commits a material breach of the terms of this Agreement. Upon termination, this Agreement shall become of no further force or affect whatsoever and each of the parties hereto shall be relieved and discharged here-from, subject to payment for acceptable services rendered prior to the expiration of the notice of termination. Notwithstanding the foregoing, the provisions of this Agreement concerning retention of records, City's rights to material produced, confidential information, contractor's responsibility, indemnification, insurance, dispute resolution, litigation, and jurisdiction and severability shall survive termination of this Agreement.
25. **DISPUTE RESOLUTION.** The parties shall make a good faith effort to settle any dispute or claim arising under this Agreement. If the parties fail to resolve such disputes or claims, they shall submit them to non-binding mediation in California at shared expense of the parties for at least 8 hours of mediation. If mediation does not arrive at a satisfactory result, arbitration, if agreed to by all parties, or litigation may be pursued. In the event any alternative dispute resolution processes are involved, each party shall bear its own costs and attorneys fees.
26. **LITIGATION.** If any litigation is commenced between parties to this Agreement concerning any provision hereof or the rights and duties of any person in relation hereto, each party shall bear its own attorneys' fees and costs.
27. **JURISDICTION AND SEVERABILITY.** This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state and venue shall be in Stanislaus County, California. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null and void insofar as it conflicts with said laws, but the remainder of this Agreement shall remain in full force and effect.
28. **NOTICE OF NON-RENEWAL.** Contractor understands and agrees that there is no representation, implication, or understanding that the City will request that work product provided by Contractor under this Agreement be supplemented or continued by Contractor under a new agreement following expiration or termination of this Agreement. Contractor waives all rights or claims to notice or hearing with respect to any failure by City to continue to request or retain all or any portion of the work product from Contractor following the expiration or termination of this Agreement.
29. **PARTIES IN INTEREST.** This Agreement is entered into only for the benefit of the parties executing this Agreement and not for the benefit of any other individual, entity or person.
30. **NO WAIVER.** Neither the acceptance of work or payment for work pursuant to this Agreement shall constitute a waiver of any rights or obligations arising under this Agreement. The failure by the City to enforce any of Contractor's obligations or to exercise any of City's rights shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CONTRACTOR: R P Lansdscaping

By: 
Name
Title

Date: 6/15/21

CITY OF OAKDALE, a municipal corporation

By: _____
Bryan Whitemyer
City Manager

Date: _____

ATTEST:

By: _____
Rouze Roberts
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Thomas Hallinan
City Attorney

Date: _____

ATTACHMENTS:

- Exhibit A -- Scope of Work
- Exhibit B -- Contract Payment
- Exhibit C -- Facilities and Equipment
- Exhibit D -- Insurance Requirements

EXHIBIT A

SCOPE OF WORK

GENERAL SPECIFICATIONS AND PROVISIONS

1. SERVICES TO BE PROVIDED

1. Services may include but will not be limited to the following: mowing and edging; approved watering of landscape plants; fertilizer application; weed, pest and disease control; approved methods and techniques used for pruning shrubs and trees; chemical controls, turf aeration; trash and debris control; ground cover care; irrigation systems maintenance; tree staking; and immediate reporting of vandalism and/or safety hazards to the City. It will be the Contractor's responsibility, without further direction from the City, to meet all contract requirements in this agreement. Specific site requirements, time periods and schedules will be specified by the City.

2. GENERAL WORK REQUIREMENTS

1. Work to be performed comprises general horticultural maintenance, the operation of manual and automatic irrigation, cleanup of landscape areas as designated in the attached list of locations and, when necessary, repairs of irrigation systems and replacement of plant materials. Requirements vary by location depending upon the landscaping present.
2. The work to be performed shall be by a Landscape Maintenance Contractor, licensed by the State of California with a C27 license, insured and bonded to do business in the City of Oakdale. Contractor shall have at least 2 years' actual experience in providing landscape maintenance services for commercial and/or governmental entities.
3. It is the Contractor's responsibility, without further direction from the City (except as specified herein), to ensure that all work is being done per specifications. Contractor shall inspect every site once per week at a minimum; regardless of minimum requirements stated on the Maintenance Performance Schedule.
4. The Contractor will be required to have a 24-hour emergency phone number where he/she can be reached with no more than a 15-minute delay in call-back time. Once notified, Contractor shall respond to an emergency within 60 minutes.
5. Contractor shall have fully trained and competent employees who can use power equipment safely, prune trees and shrubs, and install plants. The installation of plant materials will be in accordance with the techniques as defined in the current edition of the "Sunset Western Garden Book." Any plant material installed by contractor shall have a 90- day warranty period; trees will have a warranty period of 1 year.

6. The Contractor shall have a full-time employee who can competently work on irrigation systems, including the testing, rebuilding and/or replacement of valves, controllers and main irrigation line breaks.
7. The Contractor shall have a full time staff employee who has an Agricultural Pest Control license and who is registered at all times with the State Department of Pest Regulation (DPR). Alternatively, Contractor may sub-contract applications to a licensed applicator that is registered at all times with the DPR. Contractor is liable for all work performed by any subcontractor.
8. The City will make regular inspections of contract sites. Contractor shall meet as required with the City to review a Landscape Maintenance Inspection Report and visit any sites deemed necessary for review with City.
9. Contractor shall be aware of and shall comply with all City ordinances governing landscape maintenance work as applicable to individual locations being maintained.
10. The Contractor shall be responsible for maintaining local property access and access to existing public cross-streets within the limits of this contract.
11. The Contractor shall be responsible for the safety of traffic and pedestrians within the project limits and on the streets subject to traffic control. Contractor shall comply with all City ordinances and conform to all regulatory requirements during all maintenance activities on the public streets.
12. The Contractor shall provide 24-hour advance notification to the occupants of property to which the existing access will be closed for a period of time exceeding 2 hours. Notification may be verbal to the occupant of the property or by written notice placed on or near the building entrance or the property access point to be closed.
13. Should lane closures be necessary during the term of this agreement and within the normal required maintenance activities, Contractor will obtain the necessary permits and equipment at no additional charge to the City. Lane closure shall not be allowed without the proper use of advance warning devices, signs and flag person(s) in conformance to these provisions. At the completion of each working day, all existing lanes of traffic shall be open to traffic. Provisions shall be made for the uninterrupted passage of emergency vehicles through the work site at all times, regardless of the controlled traffic conditions existing at that time.
14. The Contractor shall do all traffic lane closure work and advance warning sign placement according to the guidelines set forth in the current edition of the California Department of Transportation Specifications and Standard Plans as specified herein and at no additional cost to the City.
15. Contact the Engineering Division at (209) 845-3600 for the following information:
 - 2.15.1. Approval of lane closure maps
 - 2.15.2. Encroachment Permits
 - 2.15.3. Copies of City Ordinances

3. DESCRIPTION OF WORK

1. Area/Maintenance Service Changes - The City reserves the right to add, delete or change areas and/or maintenance services under this contract and may do so upon giving written notification to Contractor. If these changes cause an increase or a reduction in the maintenance costs of this contract, said costs shall be adjusted and, when agreed upon, incorporated into this contract. Contractor shall receive documentation from the City regarding any amendments.
2. The City reserves the right to provide the Contractor with supplies and materials such as irrigation components and plant materials, which the Contractor shall install at the hourly rate bid.
3. A general "Maintenance Performance Schedule" is provided for each location at the time of bid and will be incorporated into this agreement upon contract award (see Attachment A). Typical areas to be maintained are defined as:
 - 3.3.1. Medians: for entire median specified, starting at the gutter expansion joint.
 - 3.3.2. Sound walls: If applicable, to wall or fence line.
 - 3.3.3. Individual maintenance activities shall conform to the following standards:
 - 3.3.3.1. The Contractor shall maintain the landscape area in a clean, healthy and well groomed condition. All of the Contractor's work shall be performed in a professional manner, using equipment in good condition and quality materials.
 - 3.3.3.2. Contractor shall provide the labor, materials, transportation and equipment necessary in order to provide landscape maintenance services as specified. Contractor shall provide a level of service at whatever frequency is necessary in order to maintain the landscape area in the professional manner expected, even if the frequency of service exceeds the minimum required by the City.
 - 3.3.3.3. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover, athletic/turf areas and trees or shrubs. Any debris or litter which collects as a result of inclement weather or flooding, shall be removed during the next scheduled service day.
 - 3.3.3.4. The Contractor recognizes that, during the course of this Agreement, other activities and operations may be conducted by City work forces and/or other contracted parties. These activities may include, but may not be limited to, aeration, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain functions of its operations and shall promptly comply with any request therefore by the City. To the extent that any such modifications may alter the specifications in the agreement, the City will evaluate the need to amend the contract.
 - 3.3.3.5. If a scheduled service day falls on a Federal, State or City holiday, Contractor shall provide scheduled service within 2 days before or after the holiday.

3.3.3.6. In case of equipment failure, Contractor shall notify the City of the failure immediately and reschedule that week's service to be completed within two (2) days of said failure upon approval of the City.

3.3.3.7. The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the City for specialty type maintenance as set forth in Section 2.04 or, in the Contractor's Service Schedule as set forth in Section 9.02.

3.3.4. Contractor shall notify the City within 48 hours prior to the date and time of all "Specialty Type" maintenance operations as listed in the annual schedule. "Specialty Type" operations are defined below as:

- 3.3.4.1. Fertilizer application
- 3.3.4.2. Turf renovation/reseeding
- 3.3.4.3. Micro-nutrients/soil amendments
- 3.3.4.4. Use of pesticide/herbicide control chemicals
- 3.3.4.5. Aesthetic tree pruning
- 3.3.4.6. Pruning of shrubs
- 3.3.4.7. Other items as determined by the City

4. SITES TO BE MAINTAINED

1. The sites to be maintained under the provisions of this Agreement will be examined by the Contractor prior to submitting a bid. The Contractor will be accepting each service area in its present physical condition. In addition, no further demands may be made by the Contractor for additional service fees due to the lack of understanding concerning the specifications and scope of work described herein. Extra work options will be identified.
2. The Contractor shall take adequate measures to insure that their operations do not harm any existing underground facilities. The toll-free number for Underground Service Alert (U.S.A.) is 811. The Contractor is required to call this number 2 working days in advance of performing excavation work.

5. UNSCHEDULED/EXTRA WORK

1. The City Council may authorize the Contractor to perform additional work, including but not limited to, repairs and replacements, when the need for such work arises. Should such repairs or replacements be necessary as a result of Contractor's negligence, Contractor will be responsible for completing such repairs or replacing damaged property at no additional cost to the City.
2. Negligence to include, but not be limited to, the failure of the Contractor to identify distressed plantings, determine the cause and take remedial action, or notify the City in cases where no remedial action is possible within 30 days of discovery or notification that plantings are distressed.

3. Contractor may not change the regular maintenance schedule or work force to do unscheduled/extra work unless authorized by the City.
4. In order to be considered for extra work projects both in and outside of their contracted sites, the Contractor shall maintain their landscape maintenance sites in a manner that meets or exceeds City Standards for landscape maintenance. In all cases, compliance with standards will be determined by the City.
5. Prior to performing any additional work, the Contractor shall provide a written estimate of labor and materials to the City. No work shall commence without a written estimate. Within 48 hours of verbal Notice to Proceed or written authorization from the City, Contractor shall submit a written estimate. Should a lane closure be required for unscheduled work, cost of permit and equipment shall be detailed in the estimate. No percentage mark-up shall be added to equipment rental fees.
 - 5.5.1. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.
6. All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

6. FAILURE TO PERFORM

1. Contractor will receive from the City a "Landscape Maintenance Inspection Report" each week or as otherwise specified in Attachment A, "Maintenance Performance Schedule." This form will clearly indicate the work performance of Contractor at the site locations under the terms and conditions of this contract.
2. If Contractor or his representative fails to perform in accordance with the terms and conditions of this contract, the City will document the problems requiring correction on the "Landscape Maintenance Inspection Report" form, which will serve as written notice to the Contractor regarding said deficiency(ies). A "needs improvement" rating will require the Contractor to correct any stated deficiency(ies) within 7 calendar days or as otherwise specified by the City. An "unsatisfactory" rating will require the Contractor to correct any stated deficiency(s) within 5 calendar days or as otherwise specified by the City. Upon receiving two 2 consecutive ratings of "unsatisfactory" performance on the inspection report, a formal letter of "Failure to Comply" will be issued, and 2 weeks maintenance fees will be deducted from the monthly service fee. A "Failure to Comply" rating represents a final warning. The City may at this time cancel the contract unless the vendor corrects any remaining deficiencies within 24 hours or as otherwise specified by the City. Under this contract, should a Contractor receive more than 2 "unsatisfactory" inspection report warnings within a 90-day time span, a "failure to comply" letter may be used. If 2 letters of "failure to comply" are issued within 180 days (6 months), the City may immediately terminate the contract without further notice. The warnings may not necessarily be for related deficiencies. The City may further, at its discretion, contract with another landscape contractor or complete the work itself in order to affect the necessary

repairs. Once the repairs are initiated by another contractor or by the City, the work in progress will not be terminated. Contractor may be required to pay to the City or have deducted monies due by the City, the amount required to correct the deficiencies. In the event of a termination due to Contractor's lack of performance, the Contractor may be precluded from bidding for up to 5 years from the date of termination. Notwithstanding the above, the City may terminate this contract with a 30-day formal written notice.

3. In the event of termination, the City shall be responsible only for payment of those services performed and accepted by the City prior to the date of termination.

7. DAMAGE CAUSED BY CONTRACTOR

1. Any damage either to City property or private property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to the City's satisfaction. Damages may be the result of, but are not limited to:
 - 7.1.1. Power equipment damage to street lights, trees, shrubs, turf and sprinklers.
 - 7.1.2. Pruning methods not consistent with City specifications.
 - 7.1.3. Over watering or under watering of plant materials.
 - 7.1.4. Failure to make irrigation inspections, adjustments and repairs within schedules specified.
 - 7.1.5. Chemical overspray or leaching or lack of chemical control.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:
 - 7.2.1. Trees - Minor damage such as bark loss from impact of mowing equipment shall be checked by the City or his designee. If in the Supervisor's judgment the damage is such that it will stunt or weaken growth, the tree shall be removed and replaced at Contractor's expense to comply with the specific instructions of the City.
 - 7.2.2. Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of the City.
 - 7.2.3. Chemicals - All plant damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices, and the soil shall be reconditioned to ensure its ability to support plant life.
 - 7.2.4. Irrigation Parts - All Irrigation parts shall be repaired and replaced with same brand of like type and kind as approved by the City.

8. EMERGENCY AND COMPLAINTS RESPONSE

1. Upon determination by the City that immediate action is required to prevent impending injury, death or damage to private or City property being maintained under this contract, the City will, at its discretion, attempt to contact the Contractor to address the necessary repairs. Should the

Contractor be unreachable, as specified in Item 2.04 of this agreement, the City may cause such action to be taken by the City work force and/or other contractors, and shall charge the cost thereof to the Contractor, or may deduct such cost from an amount due Contractor. If the Contractor is unable to respond to the emergency after being contacted within the time frame specified in Item 2.04, the City reserves the right to effect such repairs itself or with another contractor. Should it also be determined that the necessary repairs were due to the Contractor's lack of performance under the terms and conditions of this contract or through Contractor's negligence, the Contractor may be liable for all charges to affect such repairs.

2. All complaints shall be abated as soon as possible after notification; but in all cases within 48 hours or as required by the City. If any complaint is not abated within 48 hours, the City shall be notified immediately of the reason for not abating the complaint, followed by a written report within 5 days. If the complaints are not abated within the time specified and to the satisfaction of the City, the total cost for eliminating the problem or completing necessary repairs will be deducted from the payments owed to the Contractor from the City.

9. SAFETY

1. Contractor agrees to accept the sole responsibility for complying at all times with local, County, State or other legal requirements, including but not limited to full compliance with the terms of the applicable O.S.H.A. and CAL O.S.H.A. Safety Orders, and State traffic regulations for lane closures, so as to protect all persons, including employees, from foreseeable injury or damage to property. Contractor shall submit a current Safety Program that includes an Injury and Illness Prevention Program (IIPP).
2. It shall be the Contractor's responsibility to inspect and identify any conditions that render any portion of the maintenance area unsafe, as well as any unsafe practices occurring thereon. The City shall be notified immediately of any unsafe condition that requires correction. Contractor shall be responsible for making routine corrections such as, but not limited to: filling holes in all turf areas, along curbs, sidewalks, and paving, replacing valve box covers, vehicular and pedestrian visibility and clearance of trees and shrubs. Contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in the maintenance area, including a complete written report thereof to the City within 5 days following the occurrence.
3. Contractor shall check concrete areas, sidewalks, curbs, brick and retaining walls, etc., for cracks, crevices, graffiti and deterioration and shall report immediately any deterioration or graffiti to the City.
4. It shall be the Contractor's responsibility to supply all safety equipment and to educate their employees in the rules of safety. Safety vests or safety visible apparel are to be worn at all times while working.

10. HOURS AND DAYS OF MAINTENANCE SERVICES

1. Contractor shall perform the required maintenance services between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday. Contractor may work on Saturdays only with the

approval of the City. Excessively noisy operations will not begin before 8:00 am. Barring emergencies, no work will be allowed on Sundays.

2. Any modification in the hours and days of maintenance service as stated in the Contractor's Service Schedule is subject to approval by the City. The City shall be notified of any temporary change to the day's service schedule no later than 7:30 a.m. the day of the scheduled change.

11. CONTRACTOR'S STAFF

1. The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. All of the Contractor's maintenance personnel shall be supervised by a qualified supervisor in the employ of the Contractor.
2. Supervision - Contractor shall provide a competent working supervisor during all times that work is being performed with the authority to represent and act for the Contractor in any matter pertaining to this contract. Contractor shall furnish the name of the supervisor to the City prior to the commencement of a contract and further advice of any changes. Contractor's supervisor will be able to communicate verbally, in writing and in English, with the Community, the City, or other City staff.
3. Dismissal of Unsatisfactory Employees - Contractor shall only furnish workers who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. Contractor shall meet with the City to consider the appropriate course of action with respect to such matters, and Contractor shall take reasonable measures under the circumstances to assure the Supervisor and City staff that the conduct and action of Contractor's employees will not be detrimental to the interest of the City of Oakdale or its facilities.
4. Contractor shall, at its own expense, establish an identification system for personnel assigned to the maintenance areas under this agreement which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services.
5. The Contractor shall require each of its employees to wear uniforms with the Contractor's company name, proper shoes, and other gear required by State Safety Regulations. If uniform shirts have buttons, they shall be buttoned at all times. No advertisements or logos other than the Contractor's shall be on employees' uniforms. Contractor's employees shall be clean in appearance at the start of each workday.
6. Contractor vehicles shall be in good condition and shall have the company name and phone number clearly visible to the public at all times.

12. SIGNS/IMPROVEMENTS

1. Contractor shall not post signs or advertising material upon the site premises unless prior approval is obtained from the City or City staff.
2. Contractor will remove all advertisements and election signs from the work site, including from utility poles and trees, each time the site is serviced.

13. UTILITIES

1. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor, as scheduled, irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage on similar sites, for the same time period. The excess cost factor, to be deducted from payments to Contractor from City, will be presented to the Contractor by the City prior to actual deductions to allow for explanations.

14. INTERFERENCE WITH PUBLIC USE

1. Contractor shall not interfere with the public use of the premises and shall conduct its operations so as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. STORAGE FACILITIES

1. City will not provide any storage facilities for Contractor's use at any of the park sites.

16. LEAF BLOWER REQUIREMENT

1. OPERATION WITHIN 200 FEET OF ANY RESIDENTIAL PROPERTY:
 - 16.1.1. Hours of Operation: Use of portable gasoline-powered blowers within 200 feet of any residential property is restricted to the hours of 9:00 a.m. to 6:00 p.m., Monday through Saturday, barring emergencies, no work will be allowed on Sundays.
 - 16.1.2. Maximum Sound Levels: Blowers cannot exceed 70 DBA when used within 200 feet of any residential property and may require mufflers or other modifications to meet the 70 DBA limit. Blowers purchased after November 15, 1995, cannot exceed 65 DBs when used within 200 feet of any residential property.
2. OPERATION MORE THAN 200 FEET FROM ANY RESIDENTIAL PROPERTY:
 - 16.2.1. Hours of Operation: 8:00 a.m. to 6:00 p.m.
 - 16.2.2. Maximum Sound Levels for Existing Equipment: 70 DBA
 - 16.2.3. Maximum Sound Levels for New Equipment: 70 DBA or as approved by the City

17. TURF/MOWING OPERATION

1. Turf shall appear healthy during the entire term of the contract.
 - 17.1.1. Irrigate as required to maintain healthy growth and appearance.
 - 17.1.2. Lawns shall be kept reasonably free of weeds by use of selective weed killers. Turf pre-emergent applications shall be applied in February and May to control broadleaf weeds and crabgrass. Use of an additional broadleaf herbicide application may be required by the City if additional weed control is needed. Extreme caution shall be used to avoid damaging any other plants when selective weed killers are used.
 - 17.1.3. Lawn Fertilization: Use 3 applications of slow-release fertilizers that are a complete pellet type, with appropriate amounts of nitrogen, phosphorous, potassium and trace elements during the growing season of April through September. Use cool-season fertilizer October through February. All such applications shall be approved by the City. The Contractor shall provide an annual fertilization schedule to the City. The Contractor shall notify the Supervisor 48 hours in advance of fertilizer application date.
2. Mowing operations shall be performed in a manner that ensures a smooth surface appearance throughout the year, without scalping or allowing excessive cuttings to remain. Precautions shall be taken to prevent rutting, damage to trees, shrubs, sprinklers, and street light base covers.
3. All equipment shall be adequately sharpened and adjusted to proper cutting heights.
4. Turf shall be maintained at heights of no less than 1½" and should not be greater than 4 inches year-round. During the winter months of November 15th through February 15th, the mowing frequency may be reduced in periods of inclement weather. If the City observes during the winter months an uneven height which presents a poor appearance, the Contractor shall mow the turf additional times as required to maintain a smooth appearance.
5. Before mowing operation begins, all debris including stones and limbs shall be removed.
6. Mowing shall be done on the same scheduled service day each week.
7. Walkways and gutters, etc., shall be cleaned immediately following each mowing/edging. All grass clippings shall be collected and removed from the site and disposed of at an appropriate landfill on the same day the area is mowed and edged.
8. Hard fescue areas shall be maintained weed free as ornamental turf. Weeds shall not be allowed to exceed 4" in height. Contractor shall use a pre-emergent weed control method upon notification to the City. Contractor shall be required to hand pull weeds upon direction of the City. Hard fescue areas will also be mowed 2 times per year and all clippings will be removed from site and disposed of. Contractor may use chemical controls for weeds, insects, and fungus with notification to the City. Non-irrigated native grass areas will be mowed 3 times per year or as specified by the City.

18. MECHANICAL EDGING

1. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, and ground cover beds shall be edged to a neat and uniform line each time turf is mowed.

19. AERATION

1. Aeration of all turf areas shall be done by using a device that removes cores to a depth of 2" at not more than a 6" spacing and shall be done 3 days before fertilizer application, or as approved by the City.
2. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within 24 hours after aerating.
3. Turf aeration shall be included as part of the contract service as specified in the Maintenance Performance Schedule (Attachment A).

20. VERTICAL MOWING - Operation

1. Vertical mowing shall be done to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance using standard renovating or vertical mowing equipment.
2. Vertical mowing shall be on an as-needed basis for turf health and growth and shall be scheduled once a year or as required by the City. Bids will be solicited by the City at the time such services are required.
3. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
4. Dislodged thatch will be swept or raked from the turf areas and immediately removed from the site and disposed of at an appropriate site.
5. Over-seeding shall be done on an as-needed basis or as required by the City.
6. Renovation-Turf (Extra Work Activity)
 - 20.6.1. Renovate to the soil line and remove all excessive thatch in turf area.
 - 20.6.2. After thatch is removed and upon completion of turf renovation, all turf areas shall be over-seeded, mulched and watered.
 - 20.6.3. Areas to be over-seeded will utilize blends or mixtures of seed at the application rate approved by the City.
 - 20.6.4. Mulch shall be spread evenly over the entire area to a uniform depth.
 - 20.6.5. Areas that are below grade shall be filled in and leveled before over-seeding.

21. USE OF CHEMICALS

1. All work involving the use of chemicals shall be in compliance with all Federal, State County and local laws. The Contractor shall have an employee who has a State of California Agricultural Pest Control Applicators License or Maintenance Gardener Business Certificate and a valid operator ID number issued by the Stanislaus County Agricultural Commissioner.
2. Contractor may subcontract herbicide and pesticide work with the written authorization of the City and with the understanding that the primary Contractor is liable for all work of the subcontractor including damages, should they occur. Contractor shall provide copies of appropriate permits, licenses, registrations and Pest Control Advisor Site Recommendations to the City before any pesticides and herbicides are used.
3. Pest Control Advisor Site Recommendations for each chemical or combination of chemicals for each site shall be turned in to the City 30 calendar days after the contract is awarded (including contract renewals) at no additional cost to City. Should an unforeseen chemical application be necessary, a Pest Control Advisor's recommendation shall be submitted to the City 14 days prior to use.
4. All chemical applications shall be done with extreme care to avoid any hazard to any person or pet or damage to property in the area. All spraying shall be done when air currents would minimize drift to 6".
5. At the end of each month the Contractor shall submit copies of the County's chemical use reports to the City. Failure to submit this form will result in delay of payment.
6. Records of all operations stating dates, times, methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of 2 years by the Contractor. These records shall be available for review upon request from the City, County, State or Federal officers.
7. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's office and a permit obtained, with a copy to the City. A Pest Control Advisor's recommendation shall be on file with the City prior to use of special permit chemicals.

22. CHEMICAL EDGING

1. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least 18" from the trunk of trees and away from the drip line of shrubs by use of approved chemicals.
2. Linear chemical edging of turf boundaries shall be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. Chemical edging of turf boundaries shall not exceed 4" in width along curbs and sidewalks. Sites where chemical edging is acceptable will be on the Maintenance Performance Schedule.
3. ALL linear chemical edging and/or detailing SHALL BE APPROVED by the City prior to its use.

4. Chemical detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operability, ease of location and/or a clean appearance and shall not exceed a 4" clearance or as otherwise specified.

23. CHEMICAL WEED ABATEMENT

1. Chemical weed abatement shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height.
2. Spot treat with a portable sprayer or wick wand using an effective herbicide per manufacturer's recommendation.
3. Weeds treated with a contact weed chemical shall be applied according to manufacturer's recommendations. If kill is not complete, a second application shall be applied.
4. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
5. All dead weeds shall be removed within 7 days.
6. Chemical application starts at the gutter expansion joint and goes inward to the opposite expansion joint on medians, or to the sound wall, or to the edge of the maintenance area.

24. LITTER CONTROL

1. Complete policing and litter pick-up for the removal of paper, glass, trash, limbs, undesirable materials, and other accumulated debris within the landscape areas will be done each time site is serviced, but at a minimum of twice a week, if trash accumulation is excessive a third removal day will be required.
2. Complete policing, litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas, along gutters/curbs inaccessible to power equipment shall be accomplished to ensure a neat appearance.
3. All litter and debris occurring as a result of Contractor's operations shall be removed from the maintenance sites immediately following such operations and will be disposed of off-site.
4. Where the City provides trash receptacles and dog refuse receptacles; it will be the responsibility of Contractor to empty them, replace the liners, properly dispose of the contents, and keep the receptacles clean.

25. LEAF REMOVAL

1. Accumulation of leaves shall be removed from all landscaped areas including walls, gutters, beds, planters, and parking lots and removed from the site. Some sites may require additional visits during leaf season, or as directed by the City.

26. TREE PRUNING AND CARE

1. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and access.
2. Trees known to “bleed”, such as birches, alders, maples and pines shall not be pruned during the spring and early summer months. All trees shall be pruned as needed to provide adequate clearance for pedestrians, vehicles and signs. As much as possible, pruning for clearance should be performed carefully to preserve the form and beauty of the plant.
3. Safety Clearance on Trees - Maintain trees to achieve an 8' clearance for all branches over sidewalks and within the landscaped areas, and 15' clearance for branches overhanging beyond the curb line into paved sections of roadways to maintain safe vehicular and pedestrian visibility, clearance and access to prevent or eliminate hazardous situations.
4. Remove all dead, diseased and insect-infested branches and limbs cleanly at point of connection. Broken and hanging limbs below 15' in height shall be removed immediately. Report severe damage or hanging limbs that are above 15' to the City immediately.
5. All trees shall be trimmed to prevent encroachment onto private property.
6. All trimmings and debris shall be removed and disposed of off-site the same day and taken to an appropriate refuse site. City may direct Contractor to leave Oak duff/debris in place beneath Oak trees.
7. All pruning shall be done using the pruning standards, approved methods and techniques of the Western Chapter of the International Society of Arboriculture.. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark.
8. No trees are to be sheared, boxed, balled or formally shaped unless directed by City. The Contractor shall provide equal replacement of trees and shrubs, at Contractor's expense, if material is topped or sheared without City direction or approval. All limbs 12" or greater in diameter shall be undercut to prevent splitting.

26.8.1. All suckers shall be cut flush with the trunk or limb.

26.8.2. No stubs will be permitted.

27. TREE STAKING AND TYING

1. Replace missing or damaged stakes within 7 calendar days where the tree diameter is less than 3" diameter breast high (dbh), unless tree is self-supporting in all weather conditions.
2. Recently planted trees shall be properly staked until tree is self-supporting in all weather conditions. Stakes shall be of adequate length so that trees will be tied in an upright position. All nursery stakes are to be removed at the time of planting.
3. The Contractor shall maintain existing stakes and ties, providing replacements as needed, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at that time, at no additional cost. Any necessary re-staking of trees is to be done on site and in such a manner as to allow the plants to move with the wind without breaking or damage to bark, trunk or limbs. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Adjust stake height and tie material/method accordingly. The Contractor shall replace (with equal size material), at no additional cost to the City, any plant material damaged due to negligence and/or lack of proper inspection.
4. Materials:
 - 27.4.1. Stake trees with lodge pole, untreated tree stakes, 2 per tree, and ArborTie tape (stapled) or equal.
 - 27.4.2. Stakes will not be placed closer than 8" from the bark, nor shall stakes go through the root ball.
5. Holes left from the removal of trees stakes shall be filled in using top soil within 7 working days.

28. TREES - *Unscheduled/Extra Work*

1. Removal of trees with a diameter greater than 4" dbh shall be considered unscheduled/extra work.
2. All work above 15' will be done by the City or as unscheduled/extra work with the City's approval.
3. Trees which may need to be removed with a diameter of 10" dbh or greater shall be evaluated by the City.
4. Trees which are removed may be required by the City to have stumps ground and removed to 12" below grade, wood chips removed, and the hole backfilled to grade with top soil.
5. Any native Oak (*Quercus agrifolia*, *Quercus chrysolepis*, *Quercus douglasii*, *Quercus lobata* or *Quercus wislizenii*) seedlings detected are to be protected in place until City can evaluate location. City may require that the seedling be protected in place or may require removal of the tree seedling by the Contractor.

6. All unscheduled/extra work shall have a written estimate turned in to the City. The City shall authorize estimate prior to unscheduled work being done.

29. HEDGE, SHRUB, VINE, AND GROUNDCOVER PLANTINGS PRUNING AND CARE

1. Shearing, pruning and removal

- 29.1.1. Shear hedges from top to bottom as a continuous massing and only if intended as a formal element or if directed by the City. Any sheared hedges shall not exceed 8' in height. Shear up to six months' worth of growth back from curb, sidewalk or below tops of walls. Do not shear shrubs and ground cover but some, minimal selective pruning may be needed. Allow shrubs and ground cover to fill in and cover the soil surface. When planted in masses, shrubs shall be allowed to grow together to fill the bed. Do not shear into individual "gumdrop or gumball" shapes. Do not prune or shear shrubs and ground cover away from tree trunks unless directed by City. Remove all dead, diseased and unsightly branches from shrubs.
 - 29.1.2. All dead shrubs shall be removed. Additionally, eliminate all shrub and ground cover material that will not likely recover from a history of shearing. Notify the City prior to removal. If directed by the City, supplement/add to existing plant material in order to achieve total vegetative coverage of all soil. Apply 2 inches of small bark mulch (mulch to be approved by City) as a short-term soil cover until shrubs and groundcover mature.
 - 29.1.3. On medians, shrubs shall be maintained below 36' inches at all times for visibility and safety; or lower if specified in the Maintenance Performance Schedule.
 - 29.1.4. All pruning cuts shall be smooth, leaving no stubs exposed. A ragged, chewed or torn appearance is not acceptable.
 - 29.1.5. All clinging vines such as Creeping Fig and Boston Ivy are to be cut cleanly and maintained at 6" below the top of any masonry wall or decorative top treatment. Remove all vines or other growth as it develops within shrubs and hedges. Any runners that start to climb buildings, shrubs or trees shall be pruned out of and away from these areas. Vines that cover sound walls or barrier fences are not to be removed unless directed to do so by the City.
 - 29.1.6. Certain mature groundcovers must be periodically mowed to maintain plant health, a uniform appearance, control trash and reduce rodent habitat. Groundcovers shall be pruned on a regular basis throughout the season as needed to maintain a tidy appearance adjacent to paving and shrubs. Spring groundcover growth trimming shall be completed prior to July 1st.
2. Pruning Frequency: Prune 2-4 times per year as needed depending upon the growth patterns of the plant species and location in question (see Attachment A - Maintenance Performance Schedule).

3. Contractor shall not take more than 2 weeks to complete all pruning within a service area once operations are started.
4. Landscape Maintenance Contractor shall provide a complete fertilization program for all shade and ornamental trees smaller than 5" in diameter. Trees shall be fertilized in late winter, prior to bud swell. All fertilizers shall be a complete analysis, slow release fertilizer.
5. If required, pre-emergent and spray herbicides shall be used to control weeds in shrub beds.

30. WATERING

1. All landscaped and turf areas shall be irrigated as required to maintain adequate growth, health and appearance. The delivery of adequate moisture shall include but is not limited to hand watering, operation of manual valves, automatic controllers, and bleeding valves. Irrigation shall be done at hours which will ensure that traffic and access are not disturbed, preferably during daytime hours.
2. Upon contract award, Contractor will be given keys to the irrigation controller boxes. At the termination of contract, the Contractor is required to return to the City all sets of said keys prior to receiving last payment.
3. If a condition such as controller breakdown, electrical problems or battery failure prevents automatic irrigation, other irrigation methods shall be used if and when necessary, until repairs have been authorized and completed.
4. Water shall be regulated to avoid excessively wet or waterlogged areas causing: a decline in plant health, preventing turf mowing, or excessive water run-off onto streets and/or private property. Hand watering may be necessary on some sites and shall be performed as required. Hoses, nozzles and sprinklers for hand watering shall be provided by the Contractor. All manual irrigation will be done Monday through Friday from 7 a.m. to 4 p.m.
5. The City may convert portions of the irrigation systems to reclaimed water during the contract period. Contractor shall provide evidence that personnel are trained to use recycled water and are aware of Department of Public Health regulations. (Reference "Health and Safety Code, Water Code, and Titles 22 and 17 of the California Code of Regulations.")
6. During a declared drought or when directed by City, Contractor shall reduce watering to the minimum required for health and sustainability of all plant material in irrigated areas.

31. IRRIGATION SYSTEM MAINTENANCE AND TESTING

1. Contractor and its employees shall inspect weekly and test monthly all irrigation systems for system operability and component malfunctions. Contractor shall set and program automatic controllers for minimal seasonal watering requirements. Within 30 days after contract award,

an irrigation plot map of the entire system at each site shall be prepared by the Contractor and placed in the irrigation control box and a copy given to the City.

2. Testing shall be done in the following manner:
 - 31.2.1. Set each station and check all components of the system every month. Maintain controller so stations run in sequence. For testing verification, the sign-in sheet in the controller shall be signed each time system is tested.
 - 31.2.2. Adjust all sprinkler heads for direction and height for proper coverage and to prevent watering roadways, sidewalks and/or private property.
 - 31.2.3. Unplug all clogged heads, flush lines free of rocks, mud and debris.
 - 31.2.4. All malfunctions/damage shall be reported to the City with estimates for repairs and, upon authorization repairs shall be completed.
 - 31.2.5. In addition to monthly testing, all irrigation systems shall be tested and/or inspected as necessary when damage or malfunction is observed and/or reported.
3. Contractors shall carry and maintain a supply of irrigation components, with the exception of valves, such as sprinklers and solenoids, each time a site is serviced.
4. **Unscheduled work**
 - 31.4.1. **Sprinkler Replacements** - The actual repair and/or replacement of damaged or broken sprinklers shall be done according to the rates specified in Items 1 and 3 of **Unscheduled/Extra Work**, unless damage is caused by Contractor.
 - 31.4.2. **Valves, Solenoids and Controllers** - The actual repair and/or replacement of damaged or broken valves, solenoids, controllers, main or lateral water line breaks shall be done according to the rates specified in Items 2 and 3 of **Unscheduled/Extra Work**.
5. Copies of receipts for materials and/or parts shall be submitted upon request of the City.

32. MAINTENANCE SCHEDULES

1. The Contractor shall submit the following schedules 14 work days after receipt of irrigation controller keys.
2. **Contractor's Service Schedule**
 - 32.2.1. This Schedule indicates the specific day(s) and times of the week when each site will be serviced pursuant to the requirements specified in the Maintenance Performance Schedule (see Attachment A).
3. **Site Fertilizer Schedule:**

32.3.1. The Contractor shall provide an annual fertilization schedule to the City. Contractor shall indicate on the Site Fertilizer Schedule the 2-week period under the month(s) when each site shall be fertilized for turf indicated in the Maintenance Performance Schedule (see Attachment A).

Changes to the above schedules by the Contractor shall be approved by the City at least 5 working days prior to implementation of any changes

**MAINTENANCE PERFORMANCE SCHEDULE
MINIMUM REQUIREMENTS**

SITE NAME: _____ AREA SIZE: SQ. FT. _____ ACRES: _____
 LOCATION: _____

	DAILY	BI-WKLY	WEEKLY	2X-MO.	MTHLY	QTRLY	X/YR.	AS REQ.	COMMENTS
SITE SERVICED			X						
INSPECT. MEETING						X			
LAWN									
FERTILIZER							3		
AERATING							1		
RESEEDING								X	
CHEMICAL EDGE								X	
MECH EDGE			X						
GROUND COVER									
FERTILIZER									
WINTER MOW								X	
SHRUBS									
FERTILIZER									
PRUNE							2-4		
CULTIVATE								X	
TREES									
FERTILIZER									
PRUNE								X	
LEAF PICKUP								X	
WEED CONTROL					X				

EACH TIME SITE IS SERVICED ALL LITTER / DEBRIS WILL BE REMOVED, TREES RESTAKED, POT HOLES FILLED & PEST / WEED CONTROL SCHEDULED OR DONE. ALL SAFETY HAZARDS CORRECTED AND VISUAL SIGNS OF IRRIGATION PROBLEMS EXAMINED & REPAIRED

LANDSCAPE MAINTENANCE SERVICES PROJECT

SITE	OVERALL	SAFETY	MOW/EDGE	IRRIGATION	LITTER	SHRUBS	GND COVER	WATERING	WEED PEST	PRUNING	STAKING	LEAVES
COMMENTS:												
COMMENTS:												
COMMENTS:												
COMMENTS:												
COMMENTS:												

S – SATISFACTORY
 N – NEEDS IMPROVEMENT

U – UNSATISFACTORY
 F – FAILURE TO COMPLY

INSPECTOR: _____
 CONTRACTOR: _____

EXHIBIT B

PAYMENT

1. **TOTAL COMPENSATION** City shall pay Contractor an amount not to exceed the total sum of

- a. Gene Bianchi Community Center \$11,520.00 Per Year
- b. Gladys Lemmons Senior Center \$11,760.00 Per Year

for monthly work to be performed and reimbursable costs incurred pursuant to this Agreement. The total sum stated above shall be the total which City shall pay for the work product to be provided by Contractor pursuant to this Agreement.

2. **INVOICES** Contractor shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for work performed and reimbursable expenses incurred prior to the invoice date. Invoices shall contain the following information:

- a. Serial identifications of bills, *i.e.*, Bill No. 1;
- b. The beginning and ending dates of the billing period;
- c. Purchase Order number; and
- d. A summary containing the total contract amount, the amount of prior billings, the total due this period, and the remaining balance available for all remaining billing periods.

3. **MONTHLY PAYMENTS** City shall make monthly payments, based on such invoices, for satisfactory progress in completion of the Scope of Work, and for authorized reimbursable expenses incurred.

4. **REIMBURSABLE EXPENSES** There shall be no right to reimbursement of expenses incurred by Contractor except as specified in this Agreement.

5. Additional one-time cost
Gene Bianchi Community Center

Bring soil to raise soil in planters, spread bark on all planters, remove 18 boxwood brushes and replace with 5- gallon boxwood, trimming of all plants, dewed all planters, check sprinklers to verify they are all working properly. \$4,500

Gladys Lemmons Senior Center

Bring planters up to grade, spread bark of color choice, trimming of all plants, dewed all planters pickup brush from planters including dump fees. \$5,900

EXHIBIT D

INSURANCE

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement (ignore any not checked).

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements to: Finance Director, City of Oakdale, 280 N. Third Avenue, Oakdale, CA 95361.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

- Commercial General/Business Liability Insurance with coverage as indicated:
 - \$2,000,000 per occurrence/\$4,000,000 aggregate limits for bodily injury and property damage
 - \$ _____ per occurrence bodily injury/\$ _____ per occurrence property damage
 - Coverage for X, C, U hazards SHALL be evidenced on the Certificate of Insurance
 - If the standard ISO Form wording for "OTHER INSURANCE", or other comparable wording, is not contained in Contractor's liability insurance policy, an endorsement shall be provided that said insurance will be primary insurance and any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers shall be in excess of Contractor's insurance and shall not contribute to it.

- Auto Liability Insurance with coverage as indicated:
 - \$1,000,000 combined single limit for bodily injury and property damage
 - \$ _____ per person/\$ _____ per accident for bodily injury
 - \$ _____ per occurrence for property damage
 - \$ 500,000 combined single limit for bodily injury and property damage
 - Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the contractor, regardless of where the vehicles are kept or driven.

- Professional/Errors and Omissions Liability with coverage as indicated:
 - \$1,000,000 per loss/ \$2,000,000 aggregate
 - \$5,000,000 per loss/ \$5,000,000 aggregate

Contractor shall maintain Professional/Errors & Omissions Liability coverage for a period of three years after the expiration of this Agreement. Contractor may satisfy this requirement by renewal of existing coverage or purchase of either prior acts or tail coverage applicable to said three year period.

- Workers' Compensation Insurance
- Including minimum \$1,000,000 Employer's Liability

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its employees or agents.

The Contractor makes the following certification, required by section 1861 of the California Labor Code:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract

- Additional Insured Endorsement(s) for Commercial General/Business Liability coverage naming the City of Oakdale, its officers, employees and agents as additional insured.

(NOTE: additional insured language on the Certificate of Insurance is NOT acceptable without a separate endorsement such as Form CG 20 10)

- The Certificate of Insurance SHALL provide 30 days notice of cancellation, (10 days notice for non-payment of premium). NOTE: the following words shall be crossed out or deleted from the standard cancellation clause: "... endeavor to ..." AND "... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

- All subcontractors used shall comply with the above requirements except as noted below:

As to all of the checked insurance requirements above, the following shall apply:

1. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
2. **City as Additional Insured.** The City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities 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, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of the protection afforded to the City, its officers, officials, employees or volunteers.
3. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

- a. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.
 - b. 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.
 - c. Coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
4. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Bests' rating of no less than A: VII



**CITY OF OAKDALE
CITY COUNCIL STAFF REPORT**

Date: June 21st, 2021
To: City Council
From: Scott Heller, Chief of Police
Subject: Consideration of a Resolution supporting and authorizing the extension of the Abandoned Vehicle Abatement (AVA) Program fee through April 30, 2032.

I. BACKGROUND

Pursuant to the provisions of California Vehicle Code Section 22710, On October 2, 1991, the Stanislaus Council of Governments (StanCOG) was established as the Abandoned Vehicle Abatement Service Authority (AVASA) for Stanislaus County for the purpose of administering the Abandoned Vehicle Abatement (AVA) Program funds.

California Vehicle Code Section 9250.7 provides funding for vehicle abatement to counties with an established AVASA, through a one dollar (\$1) additional registration fee on most vehicles. The AVA Program continues to successfully reduce the number of abandoned vehicles within the City of Oakdale and Stanislaus County.

The current AVA Program fee in Stanislaus County sunsets, by statute, on April 30, 2022. California Vehicle Code Section 9250.7(g) allows for the extension of AVA Program fees in California. The AVA Program fee may be extended in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee. The AVA Program fee has been extended twice since 1992.

Staff is recommending City Council adopt a resolution in support of extending the AVA Program fee in order to facilitate the formal request by StanCOG to request the extension on behalf of all the partner agencies by July 1, 2021, to avoid the disruption of program funding.

II. DISCUSSION

Pursuant to the provisions of California Vehicle Code Section 22710, On October 2, 1991, StanCOG was established as the Abandoned Vehicle Abatement Service Authority (AVASA) for Stanislaus County for the purpose of administering the Abandoned Vehicle Abatement (AVA) Program funds.

California Vehicle Code Section 9250.7 provides funding for vehicle abatement to counties with an established AVASA, through a one dollar (\$1) additional registration fee on most vehicles. The AVA Program continues to successfully reduce the number of abandoned vehicles within the City of Oakdale and Stanislaus County.

The current AVA Program fee in Stanislaus County sunsets, by statute, on April 30, 2022. California Vehicle Code Section 9250.7(g) allows for the extension of AVA Program fees in California. The AVA Program fee may be extended in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee. The AVA Program fee has been extended twice since 1992.

The AVA Committee, made up of representatives of the cities and county in Stanislaus County, is recommending extending the AVA Program fee to allow participating municipalities within the county to receive funds to offset costs associated with abandoned vehicle abatement efforts. The AVA Committee is requesting each municipality to adopt a resolution requesting the extension of the AVA program fee for an additional ten-year cycle.

During the past five fiscal years (07/01/2015-06/30/20), 223 vehicle abatements have been resolved in the City of Oakdale. The AVA Program provides revenue to cities with a formula based upon population (45%), jurisdiction (5%), and the number of abandoned vehicle recoveries (50%). As a result of the revenue formula, the City of Oakdale received \$99,542.82 over the course of the past five fiscal years. This funding is utilized to offset costs associated with addressing the challenges associated with abandoned vehicle issues.

Staff is recommending City Council adopt a resolution in support of extending the AVA Program fee in order to facilitate the formal request by StanCOG to request the extension on behalf of all the partner agencies within Stanislaus County by July 1, 2021, to avoid the disruption of program funding.

III. FISCAL IMPACTS

The continuation of the program will result in ongoing revenue sharing between the municipalities and the County to address abandoned vehicle challenges. The City of Oakdale has averaged approximately \$20,000 a year in revenue received from the program over the course of the past five fiscal years.

IV. RECOMMENDATION

Staff recommends the City Council adopt a Resolution supporting and authorizing the extension of the Abandoned Vehicle Abatement (AVA) program fee until April 30, 2032.

V. ATTACHMENTS

Attachment A: Draft Resolution

Attachment B: AVA Committee Activity Report



**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
AUTHORIZING THE EXTENSION OF THE ABANDONED VEHICLE
ABATEMENT PROGRAM FEE UNTIL APRIL 30, 2032**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the Stanislaus County Abandoned Vehicle Abatement (AVA) Service Authority was formed in 1991; and,

WHEREAS, the AVA Program is funded by a \$1 service fee; and,

WHEREAS, the AVA Program has contributed substantially to our local quality of life by removing thousands of junked or abandoned vehicles from the territory of the nine cities and the County; and,

WHEREAS, the AVA Program fee is set to expire on April 30, 2022; and,

WHEREAS, per California Vehicle Code Section 9250.7, the AVA Program fee may be extended in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds votes, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee; and,

WHEREAS, it is desirable to the City of Oakdale to have the AVA Program fee continue;

NOW, THEREFORE, BE IT RESOLVED that that the **CITY COUNCIL** of the **CITY OF OAKDALE** does hereby support and authorize the extension of the AVA Program fee until April 30, 2032.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st DAY OF JUNE, 2021 by the following vote:

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

SIGNED:

ATTEST:

Rouzé Roberts, City Clerk

Cherilyn Bairos, Mayor



StanCOG

Stanislaus Council of Governments

TO: Abandoned Vehicle Abatement Committee **Staff Report**
FROM: Karen Kincy, Manager of Financial Services **Motion**
Lydia Worden, Financial Services Specialist
DATE: April 13, 2021
SUBJECT: Extension of the Abandoned Vehicle Abatement (AVA) Program Fee

Recommendation

By Motion:

1. By roll-call vote, support the extension of the Abandoned Vehicle Abatement (AVA) Program fee to 4/30/32.
2. Provide Council/Board resolutions from jurisdictions requesting the extension of the AVA program fee for ten years.
3. Recommend the StanCOG Policy board to direct StanCOG staff to provide a formal request to extend the AVA program fee in our region through April 30, 2032.

Background

Abandoned vehicles on public and private property create a nuisance and a threat to public safety.

Pursuant to the provisions of California Vehicle Code Section 22710, On October 2, 1991, StanCOG was established as the Abandoned Vehicle Abatement Service Authorities (AVASA) for Stanislaus County for the purpose of administering the Abandoned Vehicle Abatement (AVA) Program funds.

California Vehicle Code Section 9250.7 provides funding for vehicle abatement to counties with an established AVASA, through a one dollar (\$1) additional registration fee on most vehicles. The AVA program has successfully reduced the number of abandoned vehicles within Stanislaus County.

The Stanislaus County AVASA Program has received an annual average of \$476,070 per year and has facilitated approximately 1,591 abatements per year. Attachment 1 provides a detailed breakdown of abatements and revenue by each jurisdiction for the past five years.

The current AVA program fee in Stanislaus County sunsets, by statute, on April 30, 2022. California Vehicle Code Section 9250.7(g) allows for the extension of AVA program fees in California. The AVA program fee may be extended in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds vote, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee. The AVA program fee has been extended twice since 1992.

Discussion

Upon the AVA Committee's recommendation in support of the extension of the AVA program fee in Stanislaus County, members will be asked to work with their respective management staff to proceed to their individual Councils/Boards with resolutions requesting the extension of the AVA program fee for ten years. The AVA Committee will also be asked to recommend the StanCOG Policy Board direct StanCOG staff to proceed with the formal request to continue the AVA program fee in our region to April 30, 2032. StanCOG is requesting that approved resolutions be submitted to StanCOG by July 1, 2021, to avoid any disruption in program funding. A copy of a sample resolution is attached (Attachment 2).

Should you have any questions regarding this staff report, please contact Lydia Worden at 209-525-4638 or via e-mail at lworden@stancog.org.

Attachments:

1. AVASA Activity 07/01/15-06/30/20
2. Sample Resolution

STANISLAUS COUNTY ABANDONED VEHICLE ABATEMENT
 SERVICE AUTHORITY ACTIVITY
 07/01/15 - 06/30/20

AVA Abatements by Fiscal Year

	Ceres	Hughson	Modesto	Newman	Oakdale	Patterson	Riverbank	County	Turlock	Waterford	Total
FY 2015/16	787	11	444	54	52	14	17	55	205	36	1,675
FY 2016/17	192	55	748	17	58	9	16	61	183	43	1,382
FY 2017/18	336	20	822	21	40	11	17	124	262	36	1,689
FY 2018/19	7	66	800	13	45	10	103	142	200	44	1,430
FY 2019/20	84	96	953	16	28	37	122	130	221	93	1,780
Total	1,406	248	3,767	121	223	81	275	512	1,071	252	7,956

AVA Revenue by Fiscal Year

	StanCOG	Ceres	Hughson	Modesto	Newman	Oakdale	Patterson	Riverbank	County	Turlock	Waterford	Total
FY 2015/16	9,000.00	90,756.08	7,234.00	153,157.25	12,504.94	23,707.71	12,785.59	15,580.41	51,678.38	65,217.34	10,193.15	451,814.85
FY 2016/17	9,000.00	21,413.77	14,997.12	219,173.68	15,575.16	22,555.60	13,875.71	15,472.06	58,676.28	68,352.75	16,815.57	475,907.70
FY 2017/18	9,000.00	75,286.26	8,154.92	196,739.64	9,048.32	16,633.41	12,319.66	14,073.79	60,648.30	66,259.04	10,338.47	478,501.81
FY 2018/19	9,000.00	21,867.65	9,683.92	232,236.18	10,014.97	20,070.12	12,645.29	25,327.30	74,962.21	64,464.76	10,062.81	490,335.21
FY 2019/20	9,000.00	31,794.70	22,329.67	210,744.32	8,765.89	16,575.98	15,812.29	15,324.52	66,845.76	66,809.35	19,785.42	483,787.90
Total	45,000.00	241,118.46	62,399.63	1,012,051.07	55,909.28	99,542.82	67,438.54	85,778.08	312,810.93	331,103.24	67,195.42	2,380,347.47

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING THE EXTENSION OF THE ABANDONED
VEHICLE ABATEMENT PROGRAM FEE UNTIL APRIL 30, 2032**

WHEREAS, the Stanislaus County Abandoned Vehicle Abatement (AVA) Service Authority was formed in 1991; and

WHEREAS, the AVA program is funded by a \$1 service fee; and

WHEREAS, the AVA program has contributed substantially to our local quality of life by removing thousands of junked or abandoned vehicles from the territory of the nine cities and the County; and

WHEREAS, the AVA program fee is set to expire on April 30, 2022; and

WHEREAS, per California Vehicle Code Section 9250.7, the AVA program fee may be extended in increments of up to 10 years each if the board of supervisors of the county, by a two-thirds votes, and a majority of the cities having a majority of the incorporated population within the county adopt resolutions providing for the extension of the fee; and

WHEREAS, it is desirable to the *name of jurisdiction* to have the AVA program fee continue;

THEREFORE, BE IT RESOLVED, that the *name of jurisdiction* supports the extension of the AVA program fee until April 30, 2032.

The foregoing resolution was introduced at a regular meeting of the *name of jurisdiction* on the ____ day of ____, 2021. A motion was made and seconded to adopt the foregoing Resolution. Motion carried and the Resolution was adopted.

AYES:

NOES:

ABSENT:

SAMPLE RESOLUTION



City of Oakdale
City Council Staff Report

Date: June 21, 2021
To: Mayor and City Council
From: Bryan Whitemyer, City Manager
Subject: Consider Approval of the Fiscal Year 2021-2022 Preliminary Budget

I. BACKGROUND

The City conducts multiple budget reviews during the fiscal year to ensure that expenditures and revenues are tracking as anticipated. In the event that expenditures or revenues are not following the original budgetary projections, this process provides the opportunity to make necessary course corrections.

Typically, the budget review process is as follows:

- 1) The Preliminary Budget for the Fiscal year starting July 1st is developed and approved by the City Council in May or June of each year.
- 2) The Final Budget is reviewed and approved by the City Council in October or November of each year.
- 3) The Mid-year Budget is reviewed and approved by the City Council in February of each year.

This report presents the Fiscal Year 2021-2022 proposed Preliminary Budget for the City of Oakdale.

II. Budget Structure and Overview:

The Operating Budget for the City of Oakdale is a complex document that manages the revenues and expenditures of over 80 separate Fund Accounts. A summary of these accounts is found on page 6 and 7 of the FY 2021-2022 Preliminary Budget document. Many of these fund accounts have specific rules and requirements that dictate how these funds can be used.

For example, funds collected from the water bills that are paid for by residents each month can only be used to cover the costs associated with maintaining and operating the water system. These funds cannot be used to cover public safety or any other non-water related expense.

The three largest and most familiar Fund Accounts in the budget are 1) General Fund; 2) Sewer Fund; and 3) Water Fund.

- 1) **General Fund** – This fund accounts for all general revenues of the City not specifically levied or collected for other City funds and the related expenditures. The General Fund accounts for all financial resources of a governmental unit which are not accounted for in other funds.
- 2) **Sewer Fund** – This fund accounts for the revenues and expenses of the City's sewer operations.



CITY OF OAKDALE
City Council Staff Report

3) **Water Fund** – This fund accounts for the revenues and expenses of the City’s water operations.

2021-2022 Budget Summary By Fund

FUND NAME DESCRIPTION	FUND BALANCE 07/01/2021	PROJECTED REVENUES	PROJECTED TRANSFERS IN	PROJECTED TRANSFERS OUT	PROJECTED EXPENDITURES	PROJECTED ENDING BALANCE 06/30/2022
110 GENERAL FUND	4,822,744	10,693,507	3,626,200	(872,537)	13,225,884	5,044,031
114 CANNABIS FUND	566,637	363,000	0	(100,000)	272,179	557,458
115 MEASURE H	200,000	2,251,200	0	(2,451,200)	0	0
	<u>5,589,381</u>	<u>13,307,707</u>	<u>3,626,200</u>	<u>(3,423,737)</u>	<u>13,498,063</u>	<u>5,601,489</u>
117 FACILITIES	0	106,000	94,405	0	200,405	0
118 RECREATION	0	25,500	200,207	0	225,707	0
119 ENGINEERING & PW ADMINISTRATION	0	60,500	113,518	0	174,018	0
120 DEVELOPMENT SERVICES	0	313,080	364,407	0	677,487	0
	<u>0</u>	<u>505,080</u>	<u>772,537</u>	<u>0</u>	<u>1,277,617</u>	<u>0</u>
SPECIAL REVENUE FUNDS						
202 CHP CANNABIS ENFORCEMENT GRANT	0	31,075	0	0	31,075	0
203 SUPPLEMENTAL LAW ENFORC	144,352	152,206	0	(50,000)	142,000	104,558
210 AB 109 - PUBLIC SAFETY REALIGNMENT	7,900	0	0	0	2,500	5,400
211 NON JUDICIAL FORFEITURE	4,284	240	0	0	4,000	524
214 SAFETY SALES TAX (PROP 172)	34,446	181,492	0	(205,000)	0	10,938
215 GAS TAX	589,797	568,860	0	(200,000)	0	958,657
216 SB1-ROAD MAINTENANCE	416,305	465,600	0	0	0	881,905
217 TRAFFIC CONGESTION RELIEF FUND	79,035	150	0	0	0	79,185
221 LOCAL TRANSPORTATION	25,769	50	0	0	0	25,819
222 MEASURE L	118,789	1,187,000	0	0	1,256,000	49,789
229 SOLID WASTE	52,279	1,025	0	0	35,000	18,304
230 GENERAL PLAN	(45,619)	85,000	0	0	0	39,381
231 SOUTH INDUSTRIAL SPECIFIC PLAN	(71,000)	0	0	0	0	(71,000)
235 CA DEPT FISH WILDLIFE RESTORATION GRANT	0	0	0	0	0	0
236 HOMELESS EMERGENCY AID PROGRAM (HEAP)	1,771	0	0	0	0	1,771
239 AMERICAN RECOVERY ACT FUND	0	2,200,000	0	0	0	2,200,000
241 HOUSING	4,179,980	5,456	0	0	0	4,185,436
242 HOME LOAN CONSORTIUM	1,885	2,500	0	0	2,500	1,885
243 HOME LOAN REUSE	427,842	0	0	0	0	427,842
244 HOME CONSORTIUM REUSE	2,342,235	0	0	0	0	2,342,235
245 ECONOMIC DEVELOPMENT	299,539	5,000	0	0	0	304,539
248 CAL HOME LOAN REUSE	394,479	3,000	0	0	0	397,479
252 BRIDLE RIDGE STREET MAINT	(28,306)	35,500	0	0	0	7,194
265 NEIBORHOOD STABILIZATION	0	0	0	0	0	0
266 COMM DEVELOPMENT REUSE	708,363	1,993	0	0	23	710,333
267 COMMUNITY DEVELOPMENT BG	9,768	69	0	0	3,339	6,498
268 ABANDONED VEHICLE	155,588	20,358	0	(10,000)	45,500	120,446
270 EDUCATION/GOVT CTV	32,630	45,445	0	0	30,000	48,075
284 BRIDLE RIDGE LLMD	(114,481)	588,000	50,000	0	578,046	(54,527)
285 BURCHELL HILL LLMD	20,649	230,843	0	0	240,200	11,292
286 VINEYARDS LLMD	408,655	249,580	0	0	244,820	413,415
288 LIVE OAK LLMD	20,749	4,878	0	0	1,940	23,687
REINMAN CT LLMD	23,385	8,692	0	0	11,310	20,767
SUNSET MEADOWS LLMD	90,104	30,873	0	0	29,829	91,148
STERLING HILLS LLMD	101,226	36,352	0	0	36,290	101,288
MURDOCK ESTATES LLMD	142	2,935	0	0	2,680	397
291 FIRE SERVICES CFD 2003-1	5,397	433,514	0	(420,000)	0	18,911
292 PUBLIC SAFETY CFD 2007-1	6,013	234,174	0	(240,000)	0	187
293 MAINTENANCE SERVICES CFD 2015-01	341,737	84,742	0	0	8,000	418,479
TOTAL SPECIAL REVENUE FUNDS	<u>10,785,687</u>	<u>6,896,602</u>	<u>50,000</u>	<u>(1,125,000)</u>	<u>2,705,052</u>	<u>13,902,237</u>
CAPITAL PROJECT FUNDS						
316 SURFACE TRANSPORTATION	(2,322)	700,000	0	0	700,000	(2,322)
317 ENERGY EFFICEINCY & CONSERVATION FUND	2,795,470	2,190,000	0	0	4,649,738	335,732
343 PARKS CAPITAL FACILITIES	4,633,010	335,000	0	0	600	4,967,410
344 STREETS CAPITAL FACILITIES	(165,696)	190,000	0	0	59,000	(34,696)
349 STORM CAPITAL FACILITIES	609,241	32,428	0	0	20,000	621,669
354 ADMINISTRATION CAPITAL FACILITES	134,124	20,798	0	0	20,000	134,922
355 FIRE CAPITAL FACILITIES	(610,688)	45,000	0	0	0	(565,688)
356 POLICE CAPITAL FACILITIES	130,410	10,800	0	0	130,000	11,210
357 GENERAL GOVT CAPITAL FACILITIES	784,255	47,466	0	0	615,000	216,721
360 PLAN AREA FEE	8,740	58,740	0	0	0	67,480
623 SEWER CAPITAL FACILITIES	1,162,331	44,507	0	0	1,030,000	176,838
646 WATER CAPITAL FACILITIES	3,491,094	308,420	0	0	30,000	3,769,514
TOTAL CAPITAL PROJECT FUNDS	<u>12,969,969</u>	<u>3,983,159</u>	<u>0</u>	<u>0</u>	<u>7,254,338</u>	<u>9,698,790</u>



CITY OF OAKDALE
City Council Staff Report

2021-2022 Budget Summary By Fund (cont.)

FUND NAME DESCRIPTION	FUND BALANCE 07/01/2021	PROJECTED REVENUES	PROJECTED TRANSFERS IN	PROJECTED TRANSFERS OUT	PROJECTED EXPENDITURES	PROJECTED ENDING BALANCE 06/30/2022
DEBT SERVICE FUNDS						
465 FIRE STATION DEBT SERVICE	93,366	1,292	160,000	0	161,480	93,178
467 2015 PENSION BONDS DEBT SERVICE	45,477	462,855	0	0	462,355	45,977
TOTAL DEBT SERVICE FUNDS	138,843	464,147	160,000	0	623,835	139,155
INTERNAL SERVICE FUNDS						
510 DENTAL INSURANCE	79,994	55,876	0	0	54,500	81,370
512 EMPLOYEE FLEXIBLE SPENDING	2,779	18,200	0	0	18,200	2,779
515 RISK MANAGEMENT	621,939	111,285	0	0	160,000	573,224
520 EMPLOYEE LIABILITY FUND (OPEB)	1,017,439	48,227	0	0	176,000	889,666
525 INFORMATION TECHNOLOGY	861	258,172	0	0	230,000	29,033
530 VEHICLE REPLACEMENT	30,126	53,546	0	0	75,000	8,672
532 FIRE EQUIPMENT REPLACEMENT	304,263	105,914	0	0	115,000	295,177
535 PERS LIABILITY	2,970,054	43,756	0	(110,000)	0	2,903,810
540 FACILITY MAINTENANCE FUND	2,353,327	17,594	0	0	1,914,000	456,921
542 EQUIP REPLACEMENT FUND	63,739	1,000	0	0	0	64,739
545 POLICE EQUIPMENT REPLACEMENT	17,254	26,650	0	0	43,000	904
547 ANIMAL CONTROL EQUIPMENT REPLACEMENT	17,558	20,325	0	0	0	37,883
549 PARKS REPLACEMENT	550,935	8,000	0	0	205,000	353,935
565 LLMD LANDSCAPE MAINTENANCE	46,405	391,017	50,000	0	483,879	3,543
	8,076,673	1,159,562	50,000	(110,000)	3,474,579	5,701,656
ENTERPRISE FUNDS						
620 SEWER SRF RESERVE	993,654	10,827	116,508	0	0	1,120,989
621 SEWER CAPITAL REPLACEMENT	3,316,489	84,901	4,000,000	0	267,000	7,134,390
622 SEWER FUND	4,521,515	7,172,975	0	(4,116,508)	4,496,742	3,081,240
631 PARKING FUND	45,250	19,507	0	0	60,000	4,757
644 WATER CAPITAL REPLACEMENT	1,261,979	37,051	3,000,000	0	237,000	4,062,030
645 WATER FUND	5,047,598	5,988,764	0	(3,000,000)	3,181,345	4,855,017
657 AVIATION FUND	61,074	517,891	0	(60,000)	426,648	92,317
658 AIRPORT CAPITAL IMPROVEMENT	82,973	0	45,000	0	0	127,973
659 AIRPORT CAPITAL REPLACEMENT	26,617	323	15,000	0	0	41,940
TOTAL ENTERPRISE FUNDS	15,357,149	13,832,239	7,176,508	(7,176,508)	8,668,735	20,520,653
REDEVELOPMENT						
363 REDEVELOPMENT SUCCESSOR AGENCY	49,219	4,174	18,000	0	250,000	(178,607)
460 REDEVELOPMENT DEBT SERVICE	1,467,644	75,155	0	(250,000)	322,511	970,288
	1,516,863	79,329	18,000	(250,000)	572,511	791,681
TRUST/AGENCY FUNDS						
720 DEVELOPER DEPOSITS	51,681	300,000	0	0	300,000	51,681
722 SIERRA POINT SPECIFIC PLAN	(71,157)	0	0	0	0	(71,157)
730 HERITAGE OAKS (CFD 2007-1) TRUST	0	0	0	0	0	0
740 BRIDLE RIDGE SOUTH TRAIL DEPOSITS	1,176,114	25,894	0	0	0	1,202,008
741 CRANE.PATTERSON SIGNAL	191,683	4,081	0	0	0	195,764
742 ANIMAL CONTROL TRUST	35,880	16,847	0	0	25,000	27,727
743 K-9 UNIT TRUST FUND	1,796	2,000	0	0	1,750	2,046
744 SENIOR CENTER TRUST FUND	2,032	35,070	0	0	35,000	2,102
745 POLICE RANGE TRUST FUND	31,080	8,200	0	0	0	39,280
746 SENIOR OUTREACH TRUST FUND	63,293	500	0	0	3,500	60,293
747 POLICE EQUESTRIAN UNIT FUND	1,012	0	0	0	800	212
769 SENIOR HOUSING CORP FUND	20,968	200	0	0	0	21,168
790 BRIDLE RIDGE 2003-2 CFD	574,187	301,026	0	0	294,087	581,126
791 BRIDLE RIDGE 2004-1 CFD	207,574	120,412	0	0	117,603	210,383
792 BRIDLE RIDGE 2005-1 CFD	451,315	239,432	0	0	227,298	463,449
799 GARBAGE COLLECTIONS	233,914	2,200,000	0	0	2,200,000	233,914
TOTAL AGENCY FUNDS	2,971,373	3,253,662	0	0	3,205,038	3,019,997
ALL FUND TOTAL	57,405,938	43,481,487	11,853,245	(12,085,245)	41,279,768	59,375,657



CITY OF OAKDALE
City Council Staff Report

FUND 110 – General Fund

Budget Highlights

As FY 2020-2021 comes to and end the City of Oakdale, like many other cities in California, finds itself in a stronger financial position than previously anticipated. The COVID-19 pandemic has been an extremely challenging time, however, despite these challenge property tax and sales tax receipts for FY 2021-2022 are projected to increase by about \$250,000. Additionally, this budget proposes using \$262,179 from Cannabis Fund 114 to cover cost increases associated with law enforcement and fire services. As a result of these revenue increases and other measures the FY 2021-2022 Preliminary Budget projects that General Fund revenues will slightly exceed General Fund expenditures by \$12,108 despite expenditure increases of \$487,254. The main cost increases are the result of:

1. New Agreements with City Labor Groups: \$295,158.26

- The City Council approved new Memorandums of Understanding (MOU) with employee bargaining groups. These new MOUs have increased employee salary and benefit costs.

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



CITY OF OAKDALE
City Council Staff Report

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



CITY OF OAKDALE
City Council Staff Report

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.

2. CalPERS Public Safety Retirement Cost Increases: \$137,973

The costs associate with CalPERS retirement costs continue to rise. The City has set aside funds for several years to help cover the anticipated cost increases. This year the CalPERS Public Safety Retirement Cost increases are estimated at approximately \$137,973.

3. Fire Contract 3rd Year Cost: \$104,525

In July 2019 the City began a three-year contract relationship with the City of Modesto Fire Department. The contract outlined planned cost increases. Despite the cost increases the City of Oakdale receives an excellent level of service for significantly less than it would if the City were to staff its own fire department.

General Fund Reserve:

The projected General Fund Ending Balance (Reserve) on June 30, 2022 is anticipated to be \$5,601,489 or approximately 41.5% of the \$13,498,063 General Fund expenditures for FY 2021-2022. The projected ending balance for the General Fund for FY 2021-2022 is projected to be over the City Council reserve policy of 40% but below the goal of having a 43% reserve.



CITY OF OAKDALE
City Council Staff Report

General Fund 2021-2022 Summary

	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES									
PROPERTY TAXES	3,000,542	3,090,981	3,304,369	3,521,995	3,694,653	4,065,791	4,093,930	4,248,077	4,260,200
OTHER TAXES	4,631,919	4,916,340	5,094,231	5,018,274	5,105,833	5,320,691	4,954,500	5,257,500	5,497,500
LICENSES	30,152	27,850	28,882	28,020	27,308	26,095	25,000	25,000	25,000
FINES, FORFEITURES & PENALTIES	265,300	285,282	279,457	264,694	216,106	187,097	225,000	213,600	225,000
USES OF MONEY & PROPERTY	141,685	122,979	145,968	147,398	286,285	319,715	261,417	192,217	192,217
INTERGOVERNMENTAL	337,353	507,819	491,053	476,905	535,590	342,486	498,840	480,840	317,840
SERVICE REVENUES	184,918	173,601	176,193	191,834	192,256	210,246	175,750	174,820	175,750
TOTAL REVENUES	8,591,869	9,124,852	9,520,153	9,649,120	10,058,031	10,472,121	10,234,437	10,592,054	10,693,507
EXPENDITURES									
1010 CITY COUNCIL	27,166	26,268	27,411	26,767	29,391	25,278	28,067	28,067	28,067
1110 CITY MANAGER	224,432	240,523	251,464	252,110	261,833	275,704	284,783	284,783	305,691
1120 HUMAN RESOURCES	26,504	55,755	51,123	54,259	63,991	68,987	80,425	80,425	81,141
1130 CITY CLERK	153,638	178,970	183,750	187,319	219,093	274,337	234,672	250,452	223,413
1310 FINANCE DEPARTMENT	155,676	191,116	179,182	215,640	223,989	212,122	251,032	251,032	271,849
1320 CITY TREASURER	1,070	1,095	1,097	1,057	1,077	1,055	1,077	1,077	1,077
1610 CITY ATTORNEY	112,522	116,103	164,505	68,916	82,685	114,199	100,000	100,000	100,000
1910 GENERAL GOVERNMENT	456,505	540,482	466,688	513,041	500,728	549,179	527,077	587,793	580,158
2110 POLICE ADMINISTRATION	884,178	880,090	877,272	1,142,176	1,021,947	929,714	990,390	990,390	1,031,864
2120 POLICE DISPATCH	452,095	551,499	573,601	604,704	730,097	615,702	712,164	712,164	747,085
2130 POLICE SPECIAL SERVICES	192,360	409,037	409,345	404,024	339,315	300,982	292,756	292,756	277,237
2140 POLICE FIELD SERVICE	2,198,691	2,696,228	2,698,032	2,771,160	3,069,956	3,174,389	3,815,666	3,815,666	3,703,224
2160 ANIMAL CONTROL	133,661	161,907	171,438	151,536	132,381	148,496	155,733	155,733	162,392
2161 ANIMAL CONTROL-RIVERBANK	154,290	151,065	163,136	143,877	183,417	185,050	213,477	213,477	215,308
2180 CROSSING GUARDS	15,795	11,823	13,999	12,527	14,473	10,754	18,075	0	15,069
2210 FIRE DEPARTMENT	2,172,324	2,335,923	2,502,062	3,144,674	3,256,837	3,353,855	3,610,562	3,610,562	3,805,962
4120 GARAGE DEPARTMENT	73,649	91,527	105,412	107,433	111,658	85,313	115,901	115,901	141,676
4140 STREET MAINTENANCE	243,909	311,017	343,898	232,280	269,045	292,197	434,695	434,695	400,820
4141 STREET SWEEPING	64,925	60,568	75,971	65,685	72,833	61,105	80,000	80,000	102,000
4142 STREET LIGHTS/TRAFFIC SIGNALS	228,548	236,012	184,324	215,289	237,200	265,545	274,000	274,000	307,600
7210 PARK MAINTENANCE	283,206	360,274	368,748	459,311	528,036	482,753	565,165	565,165	665,892
7413 FACILITY MAINTENANCE	34,067	28,931	57,732	63,146	86,584	49,322	64,157	64,157	58,359
CAPITAL PROJECTS	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	8,289,211	9,636,213	9,870,190	10,836,931	11,436,566	11,476,038	12,849,874	12,908,295	13,225,884
REVENUES OVER (UNDER) EXPENDITURES	302,658	(511,361)	(350,037)	(1,187,811)	(1,378,535)	(1,003,917)	(2,615,437)	(2,316,241)	(2,532,377)
TRANSFER IN	1,984,949	2,882,617	3,036,141	2,978,564	3,026,283	3,195,627	3,386,768	3,386,768	3,626,200
TRANSFER OUT	(1,538,067)	(1,670,491)	(1,967,080)	(1,798,998)	(1,438,413)	(2,109,707)	(751,057)	(1,064,286)	(872,537)
NET	749,540	700,765	719,024	(8,245)	209,335	82,003	20,274	6,241	221,287

III. Measure Y

In November 2014, the residents of Oakdale approved Measure Y which is a general ½ cent sales tax measure that provides revenue for City services. Measure Y expired on March 31, 2020. However, in November 2019, the residents of Oakdale voted and approved Measure H which extended Measure Y for an additional 11-year period. Over 95% of the revenue collected from measure H is used to help fund public safety services when you consider the contributions that are used to cover the cost of street lighting. Measure H continues to allow the City of Oakdale to improve its public safety services. As a result of Measure H, the Oakdale Police Department is once again able to provide proactive policing efforts. Unlike other sales tax revenue, 100% of the Measure H funds collected go directly to fund City of Oakdale services.



CITY OF OAKDALE
City Council Staff Report

FY 2021/2022 Projected Measure H Expenditures

Wednesday, June 16, 2021

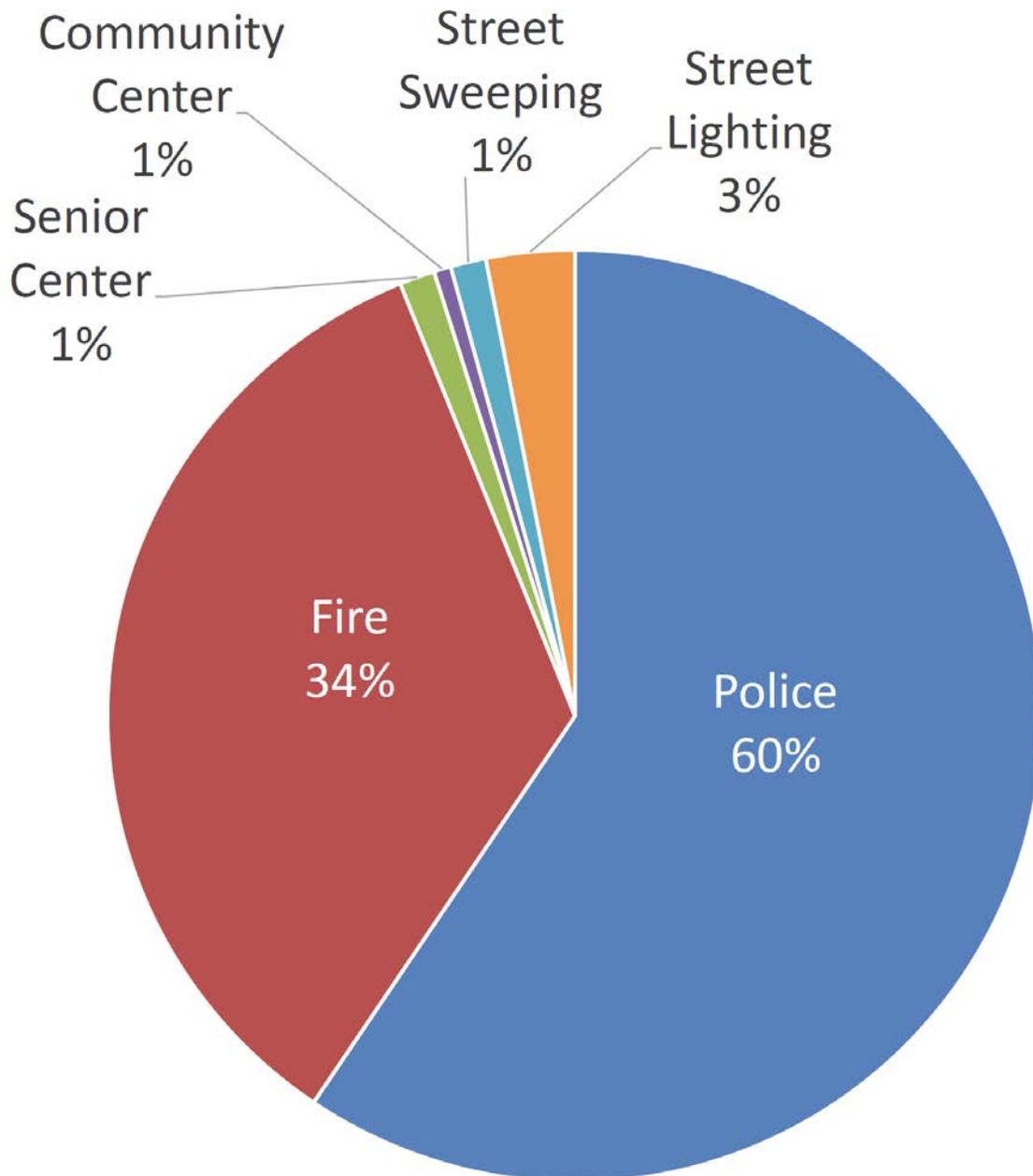
Measure H Funds Available in Fiscal Year 2021-2022 = \$2,451,200

		Fiscal Year 2021-2022 Projected Expenses			
		2021/2022 Projected Expenses			
Police Administration		\$1,031,864			
Police Dispatch		\$747,085			
Oakdale		\$747,085			
Oakdale Dispatch		\$747,085			
Police Special Services		\$277,237			
Police Field Services		\$3,703,224			
Police Total		\$5,759,410			
Fire Department		\$3,805,962			
Fire Total		\$3,805,962			
Senior Center Operations (7440) net cost		\$31,791			
Senior Program Activities (7340) net cost		\$79,502			
Senior Center Total		\$111,293			
Community Center (7260) net cost		\$14,589			
Community Center Total		\$14,589			
Street Sweeping		\$102,000			
Street Sweeping Total		\$102,000			
Traffic Signals and Street Lighting		\$307,600			
Traffic Signals		\$35,000			
Street Lighting		\$272,600			
Street Lighting Total		\$272,600			
Grand Total		\$10,065,854			

Available Measure H Funds	
\$2,451,200	
Measure H Funds Projected Expenses 20/21	% Allocation of Measure H Funds
\$1,457,206	59.45%
\$844,406	34.45%
\$30,000	1.22%
\$14,589	0.60%
\$30,000	1.22%
\$75,000	3.06%
\$2,451,200	100.00%



Breakdown of Projected FY 2020-2021 Measure H Expenditures





CITY OF OAKDALE
City Council Staff Report

IV. Fund 622 – Sewer Sanitation Fund

The budget details for Fund 622 can be found on page 126-130 of the budget document.

SEWER SANITATION FUND (622)

SUMMARY OF REVENUES AND EXPENDITURES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
622-1910-351100	INVESTMENT EARNINGS	19,066	17,103	19,950	57,701	67,703	68,239	50,000	50,000	50,000
622-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(52,425)	77,350	79,709	52,425	52,425	52,425
622-4152-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	22,550	22,550	22,550
622-4152-378100	SEWER CONNECTION-INSTALL	41,878	64,344	53,768	68,850	50,225	5,175	50,000	71,000	50,000
622-4152-378200	SEWER MAINTENANCE & OPERA	5,256,944	6,106,726	6,400,054	6,836,878	6,886,295	6,922,536	6,998,000	6,998,000	6,998,000
622-4152-378300	MISCELLANEOUS REVENUE	0	0	0	4,000	0	0	0	0	0
	TRANSFERS IN	291,383	0	0	0	0	0	0	0	0
TOTAL REVENUES		5,609,271	6,188,173	6,473,772	6,915,004	7,081,573	7,075,659	7,172,975	7,193,975	7,172,975
EXPENDITURES - BY DIVISION										
STORM DRAINS										
		29,380	26,496	21,671	21,271	35,668	47,469	49,000	49,000	49,000
WW CONTROL PLANT										
		959,888	1,157,293	1,212,454	1,095,798	1,215,320	1,196,501	1,351,021	1,351,021	1,448,846
SEWER LINE MAINTENANCE										
		952,838	1,061,139	970,188	1,208,293	1,286,782	1,273,825	1,341,401	1,341,401	1,374,980
SEWER ADMINISTRATION										
	CP1008 - DAVITT AVE - PHASE 1	0	0	0	0	0	0	0	0	0
DEBT SERVICE										
622-4158-451001	PRINCIPAL	0	161,605	169,514	170,588	173,652	173,652	182,030	180,560	0
622-4158-451002	INTEREST	65,500	32,138	19,847	15,828	14,603	6,124	7,475	3,247	0
622-4158-453001	PRINCIPAL (SRF LOAN)	0	171,008	262,361	361,579	533,347	545,393	558,253	558,253	571,947
622-4158-453002	INTEREST (SRF Loan)	302,717	331,375	322,903	303,204	296,193	282,608	280,335	280,335	266,379
INTERFUND TRANSFERS										
622-4158-499620	SRF RESERVE FUND	116,508	116,508	116,508	116,508	116,508	116,508	116,508	116,508	116,508
622-4158-499621	SEWER CAPITAL REPLACEMENT FUND	2,000,000	2,000,000	2,000,000	2,000,004	3,000,000	3,000,000	3,000,000	3,000,000	4,000,000
	CAPITALIZED EQUIPMENT	554,167	119,100	(25,975)	0	(11,384)	(28,097)	0	0	0
TOTAL EXPENDITURES		5,464,267	5,702,528	5,622,757	5,929,405	7,331,514	7,297,128	7,640,041	7,656,493	8,613,250
REVENUES OVER (UNDER) EXPENDITURES		145,004	485,645	851,015	985,599	(249,941)	(221,469)	(467,066)	(462,518)	(1,440,275)
FUND BALANCE - BEGINNING (UNRESTRICTED)		2,988,180	3,133,184	3,618,829	4,469,844	5,455,443	5,205,502	4,984,033	4,984,033	4,521,515
FUND BALANCE - ENDING (UNRESTRICTED)		3,133,184	3,618,829	4,469,844	5,455,443	5,205,502	4,984,033	4,516,967	4,521,515	3,081,240
FUND BALANCE		12,627,514	11,507,380	13,845,225	15,183,453	15,401,916	15,852,876			
INVESTMENT IN CAPITAL ASSETS		(9,494,330)	(7,888,551)	(9,374,231)	(9,728,010)	(10,196,414)	(10,868,843)			
FUND BALANCE (UNRESTRICTED)		3,133,184	3,618,829	4,470,994	5,455,443	5,205,502	4,984,033			



CITY OF OAKDALE
City Council Staff Report

V. Fund 645 – Water Fund

The budget details for Fund 645 can be found on page 134-136 of the budget document.

WATER FUND (645)

SUMMARY OF REVENUES AND EXPENDITURES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
645-1910-351100	INVESTMENT EARNINGS	6,088	4,398	2,854	10,939	25,390	46,278	7,500	7,500	7,500
645-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(11,530)	21,379	67,599	11,539	11,539	11,539
645-4160-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	19,725	19,725	19,725
645-4160-377100	WATER RECEIPTS	3,167,110	3,025,787	3,353,845	4,217,201	4,851,486	5,553,320	5,900,000	5,900,000	5,900,000
645-4160-377200	WATER INSTALLATIONS	40,607	64,354	46,832	64,882	6,700	3,787	5,000	5,000	5,000
645-4160-377300	WATER SERVICE CHARGES	29,055	27,348	26,659	35,898	67,484	40,457	45,000	45,000	45,000
TOTAL REVENUES		3,242,860	3,121,887	3,430,190	4,317,390	4,972,439	5,711,441	5,988,764	5,988,764	5,988,764
EXPENDITURES - BY DIVISION										
	WATER LINE MAINTENANCE	1,710,945	1,742,657	1,892,504	1,922,385	1,965,057	1,891,718	2,179,622	2,179,622	2,404,871
	WATER ADMINISTRATION	468,495	521,186	564,754	623,396	659,711	676,748	681,466	703,616	726,474
CP0617 - CORP YARD PAVING		0	0	0	0	0	0	0	0	0
CP0828 - WATER TANK BURCHELL		0	0	0	0	0	0	0	0	0
CP1008 - DAVITT AVE		0	0	0	0	0	0	0	0	0
CP1404 - WELL 4 UPGRADES (moved to fund 624)		0	0	0	0	0	0	0	0	0
CP1617 - WATER CONSERVATION PROGRAM		0	17,308	42,396	5,180	1,388	14,556	23,000	23,000	50,000
	CAPITALIZED EQUIPMENT	(39,113)	(49,087)	33,972	31,410	(29,257)	(42,333)	0	0	0
	INTERFUND TRANSFER OUT									
645-4160-499646	CAPITAL REPLACEMENT FUND	1,840,920	1,600,000	600,000	1,000,000	1,500,000	1,500,000	2,000,000	2,000,000	3,000,000
TOTAL EXPENDITURES		3,981,247	3,832,064	3,133,626	3,582,371	4,096,899	4,040,689	4,884,088	4,906,238	6,181,345
REVENUES OVER (UNDER) EXPENDITURES		(738,387)	(710,177)	296,564	735,019	875,540	1,670,752	1,104,676	1,082,526	(192,581)
FUND BALANCE - BEGINNING (UNRESTRICTED)		1,835,761	1,097,374	387,197	683,761	1,418,780	2,294,320	3,965,072	3,965,072	5,047,598
FUND BALANCE - ENDING (UNRESTRICTED)		1,097,374	387,197	683,761	1,418,780	2,294,320	3,965,072	5,069,748	5,047,598	4,855,017
FUND BALANCE		10,552,091	9,092,958	11,052,216	12,926,921	14,329,344	15,957,761			
INVESTMENT IN CAPITAL ASSETS		(9,454,717)	(8,802,661)	(10,368,455)	(11,508,142)	(12,035,024)	(11,992,689)			
FUND BALANCE - UNRESTRICTED		1,097,374	290,297	683,761	1,418,779	2,294,320	3,965,072			



CITY OF OAKDALE
City Council Staff Report

VI. Fund 657 – Aviation Fund

The budget details for Fund 657 can be found on page 138-139 of the budget document.

AVIATION FUND (657)

SUMMARY OF REVENUES AND EXPENDITURES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
657-1910-351100	INVESTMENT EARNINGS	910	1,314	993	1,506	1,161	474	1,300	1,300	1,300
657-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,558)	1,797	1,169	1,558	1,558	1,558
657-4170-310500	AIRCRAFT TAX	4,603	5,717	4,140	4,390	4,390	5,263	5,000	5,000	5,000
657-4170-350204	RENTS	129,346	131,645	137,724	135,165	131,091	134,438	140,000	168,000	170,000
657-4170-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	33	33	33
657-4170-362000	STATE AID FOR AVIATION	0	10,000	10,000	10,000	10,000	20,000	10,000	10,000	10,000
657-4170-385100	FUEL SALES	161,626	179,821	149,697	175,459	171,257	315,717	312,000	300,000	300,000
	FEDERAL GRANT	38,551	0	0	0	0	0	30,000	30,000	30,000
657-4170-374120	MISCELLANEOUS	3,600	0	0	380	100	220	0	0	0
TOTAL REVENUES		338,636	328,497	302,554	325,342	319,796	477,281	499,891	515,891	517,891
EXPENDITURES - BY DIVISION		241,497	280,834	277,095	281,268	284,629	444,096	424,776	424,776	426,648
CAPITAL PROJECTS										
CP1003	AIRPORT LAYOUT PLAN UPDATE	0	0	0	0	0	0	0	0	0
CP1004	AIRPORT FENCE, GATES, TAXIWAY	0	0	0	0	0	0	0	0	0
CP1302	AIRPORT FENCE/TAXIWAY CONSTR	0	0	0	0	0	0	0	0	0
	CAPITALIZED EQUIPMENT	0	0	(3,868)	0	(1,542)	(3,470)	0	0	0
INTERFUND TRANSFERS - OUT										
657-4170-499658	CAPITAL IMPROVEMENT FUND	5,100	91,000	67,625	5,000	90,000	45,000	45,000	45,000	45,000
657-4170-499659	CAPITAL REPLACEMENT FUND	0	0	31,124	30,000	35,000	15,000	15,000	15,000	15,000
TOTAL EXPENDITURES		246,597	371,834	371,976	316,268	408,087	500,626	484,776	484,776	486,648
REVENUES OVER (UNDER) EXPENDITURES		92,039	(43,337)	(69,422)	9,074	(88,291)	(23,345)	15,115	31,115	31,243
FUND BALANCE - BEGINNING (UNRESTRICTED)		153,241	245,280	201,943	132,521	141,595	53,304	29,959	29,959	61,074
FUND BALANCE - ENDING (UNRESTRICTED)		245,280	201,943	132,521	141,595	53,304	29,959	45,074	61,074	92,317
FUND BALANCE		3,192,771	3,214,026	3,470,119	3,598,829	4,808,838	4,782,023			
INVESTMENT IN CAPITAL ASSETS		(2,947,491)	(3,012,083)	(3,337,598)	(3,457,234)	(4,755,533)	(4,752,064)			
FUND BALANCE - UNRESTRICTED		245,280	201,943	132,521	141,595	53,305	29,959			



CITY OF OAKDALE
City Council Staff Report

VI. RECOMMENDATION

Staff recommends that the City Council review and discuss the Fiscal Year 2021-2022 Preliminary Budget and adopt a resolution approving the FY 2021-2022 Preliminary Budget.

ATTACHMENTS:

ATTACHMENT 1: FY 2021-2022 PRELIMINARY BUDGET RESOLUTION

EXHIBIT A: FY 2021-2022 PRELIMINARY BUDGET DOCUMENT



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
APPROVING THE FISCAL YEAR (FY) 2021-2022 PRELIMINARY BUDGET**

THE CITY OF OAKDALE CITY COUNCIL DOES HEREBY RESOLVE THAT:

WHEREAS, the City of Oakdale Municipal Code provides that the City Manager shall cause to be prepared and submitted to the City Council an annual budget for all account funds, including the General Fund Budget; and

WHEREAS, the recommended Preliminary Budget covering the Fiscal Year 2021-2022 has been reviewed by the City Council with regard to the approval of estimated revenues and expenditures including a presentation delivered at a regular meeting of the City Council held on June 21, 2021; and,

NOW, THEREFORE BE IT RESOLVED that the **CITY COUNCIL** hereby approves the Preliminary Budget for Fiscal Year 2021-2022 as found in Exhibit A (Budget Document) and Financial Polices for the City of Oakdale.

THE FOREGOING RESOLUTION IS HEREBY ADOPTED THIS 21st 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

City Of Oakdale

State of California

PRELIMINARY BUDGET

FISCAL YEAR 2021-2022

Mayor

Cherilyn Bairos

Councilmembers

Ericka Chiara

Curtis Haney

Christopher Smith, Mayor Pro Tem

Fred Smith

Other Elected Officials

Maria Wilson, City Treasurer

Rouze' Roberts, City Clerk

Appointed Officials

Bryan Whitemyer, City Manager

Tom Hallinan, City Attorney

Department Heads

Albert Avila, Director of Finance

Jeff Gravel, Director of Public Services

Scott Heller, Police Chief

Alan Ernst, Fire Chief

CITY OF OAKDALE
BUDGET SUMMARY BY FUND - PROJECTED BALANCE
2019-20

6/15/2021

FUND NAME DESCRIPTION	FUND	PROJECTED		PROJECTED		PROJECTED	PROJECTED
	BALANCE 07/01/2019	REVENUES	TRANSFERS IN	TRANSFERS OUT	EXPENDITURES	ENDING BALANCE 06/30/2020	
110 GENERAL FUND	4,734,500	10,472,121	3,195,627	(2,109,707)	11,476,038	4,816,503	
114 CANNABIS FUND	261,911	366,116	0	0	73,876	554,151	
115 MEASURE Y	13,585	2,166,768	0	(1,964,785)	0	215,568	
	<u>5,009,996</u>	<u>13,005,005</u>	<u>3,195,627</u>	<u>(4,074,492)</u>	<u>11,549,914</u>	<u>5,586,222</u>	
117 FACILITIES	0	98,474	74,094	0	172,568	0	
118 RECREATION	0	23,136	175,397	0	198,533	0	
119 ENGINEERING & PW ADMINISTRATION	0	54,182	131,270	0	185,452	0	
120 DEVELOPMENT SERVICES	0	326,880	313,946	0	640,826	0	
	<u>0</u>	<u>502,672</u>	<u>694,707</u>	<u>0</u>	<u>1,197,379</u>	<u>0</u>	
SPECIAL REVENUE FUNDS							
201 ALCOHOL BEVERAGE CONTROL GRANT	(2,938)	0	0	0	(2,938)	0	
203 SUPPLEMENTAL LAW ENFORC	102,455	195,179	0	(49,992)	5,496	242,146	
205 OFFICE TRAFFIC SAFETY - DUI GRANT	685	0	0	0	685	0	
206 OFFICE TRAFFIC SAFETY - ENFORCE GRANT	324	0	0	0	324	0	
210 AB 109 - PUBLIC SAFETY REALINGMENT	10,400	0	0	0	0	10,400	
211 NON JUDICIAL FORFEITURE	2,548	1,476	0	0	0	4,024	
214 SAFETY SALES TAX (PROP 172)	115,739	192,215	0	(250,000)	0	57,954	
215 GAS TAX	291,707	531,567	0	(200,000)	145,846	477,429	
216 SB1-ROAD MAINTENANCE	567,090	395,510	0	0	365,678	596,922	
217 TRAFFIC CONGESTION RELIEF FUND	52,121	26,764	0	0	0	78,885	
221 LOCAL TRANSPORTATION	44,996	59,134	0	0	172	103,958	
222 MEASURE L	670,270	1,261,632	0	0	1,025,363	906,539	
229 SOLID WASTE	54,454	1,800	0	0	0	56,254	
230 GENERAL PLAN	(194,296)	63,677	0	0	0	(130,619)	
235 CA DEPT FISH WILDLIFE RESTORATION GRANT	0	45,703	50,000	0	117,454	(21,751)	
241 HOUSING	4,248,160	93,308	0	0	0	4,341,468	
242 HOME LOAN CONSORTIUM	1,885	2,012	0	0	2,012	1,885	
243 HOME LOAN REUSE	401,149	2,117	0	0	0	403,266	
244 HOME CONSORTIUM REUSE	2,404,396	5,913	0	0	0	2,410,309	
245 ECONOMIC DEVELOPMENT	403,836	11,966	0	0	21,263	394,539	
248 CAL HOME LOAN REUSE	391,479	0	0	0	0	391,479	
252 BRIDLE RIDGE STREET MAINT	160,154	42,689	0	0	267,882	(65,039)	
265 NEIBORHOOD STABILIZATION	43,904	1,452	0	0	0	45,356	
266 COMM DEVELOPMENT REUSE	703,994	3,399	0	0	0	707,393	
267 COMMUNITY DEVELOPMENT BG	13,195	313	0	0	370	13,138	
268 ABANDONED VEHICLE	131,250	21,130	0	(5,850)	800	145,730	
270 EDUCATION/GOVT CTV	59,259	40,768	0	0	12,842	87,185	
284 BRIDLE RIDGE LLMD	(178,005)	523,376	50,000	0	561,307	(165,936)	
285 BURCHELL HILL LLMD	58,566	217,374	0	0	226,018	49,922	
286 VINEYARDS LLMD	397,801	239,236	0	0	234,637	402,400	
288 LIVE OAK LLMD	23,589	7,286	0	0	1,818	29,057	
REINMAN CT LLMD	20,147	8,299	0	0	5,897	22,549	
SUNSET MEADOWS LLMD	79,916	27,347	0	0	24,689	82,574	
STERLING HILLS LLMD	76,518	35,033	0	0	18,588	92,963	
MURDOCK ESTATES LLMD	(1,729)	1,770	0	0	1,228	(1,187)	
291 FIRE SERVICES CFD 2003-1	70,524	413,929	0	(440,000)	0	44,453	
292 PUBLIC SAFETY CFD 2007-1	68,988	224,659	0	(260,000)	0	33,647	
293 MAINTENANCE SERVICES CFD 2015-01	179,884	87,764	0	0	2,653	264,995	
TOTAL SPECIAL REVENUE FUNDS	<u>11,474,415</u>	<u>4,785,797</u>	<u>100,000</u>	<u>(1,205,842)</u>	<u>3,040,084</u>	<u>12,114,287</u>	
CAPITAL PROJECT FUNDS							
316 SURFACE TRANSPORTATION	(28,395)	99,842	0	0	28,140	43,307	
343 PARKS CAPITAL FACILITIES	4,135,413	306,996	0	0	10,599	4,431,810	
344 STREETS CAPITAL FACILITIES	(487,381)	103,685	0	0	9,000	(392,696)	
349 STORM CAPITAL FACILITIES	641,571	35,947	0	0	4,505	673,013	
354 ADMINISTRATION CAPITAL FACILITES	109,053	9,273	0	0	0	118,326	
355 FIRE CAPITAL FACILITIES	(701,377)	10,689	0	0	0	(690,688)	
356 POLICE CAPITAL FACILITIES	272,991	12,506	0	0	219,327	66,170	
357 GENERAL GOVT CAPITAL FACILITIES	738,944	33,969	0	0	0	772,913	
360 PLAN AREA FEE	619,637	13,035	0	0	227,268	405,404	
623 SEWER CAPITAL FACILITIES	970,069	56,755	0	0	0	1,026,824	
646 WATER CAPITAL FACILITIES	2,921,197	247,477	0	0	0	3,168,674	
TOTAL CAPITAL PROJECT FUNDS	<u>9,191,723</u>	<u>930,174</u>	<u>0</u>	<u>0</u>	<u>498,839</u>	<u>9,623,057</u>	

CITY OF OAKDALE
BUDGET SUMMARY BY FUND - PROJECTED BALANCE
2019-20

6/15/2021

FUND NAME DESCRIPTION	FUND BALANCE 07/01/2019	PROJECTED REVENUES	PROJECTED TRANSFERS IN	PROJECTED TRANSFERS OUT	PROJECTED EXPENDITURES	PROJECTED ENDING BALANCE 06/30/2020
DEBT SERVICE FUNDS						
465 FIRE STATION DEBT SERVICE	90,542	2,063	160,000	0	161,049	91,556
467 2015 PENSION BONDS DEBT SERVICE	133,953	431,544	0	0	538,188	27,309
TOTAL DEBT SERVICE FUNDS	224,495	433,607	160,000	0	699,237	118,865
INTERNAL SERVICE FUNDS						
510 DENTAL INSURANCE	56,681	60,284	0	0	38,347	78,618
512 EMPLOYEE FLEXIBLE SPENDING	4,149	14,203	0	0	15,573	2,779
515 RISK MANAGEMENT	224,747	299,593	0	0	109,395	414,945
520 EMPLOYEE LIABILITY FUND (OPEB)	1,046,177	54,874	250,000	0	350,839	1,000,212
525 INFORMATION TECHNOLOGY	106,427	192,352	0	0	224,640	74,139
530 VEHICLE REPLACEMENT	105,034	52,927	0	0	81,381	76,580
532 FIRE EQUIPMENT REPLACEMENT	869,143	129,046	0	0	112,316	885,873
535 PERS LIABILITY	2,663,578	81,720	200,000	(185,000)	0	2,760,298
540 FACILITY MAINTENANCE FUND	1,549,298	52,238	512,500	0	29,303	2,084,733
542 EQUIP REPLACEMENT FUND	74,529	1,385	0	(13,000)	0	62,914
545 POLICE EQUIPMENT REPLACEMENT	289,891	33,908	13,000	0	245,295	91,504
547 ANIMAL CONTROL EQUIPMENT REPLACEMENT	39,376	21,823	0	0	0	61,199
549 PARKS REPLACEMENT	463,810	16,625	302,500	0	109,980	672,955
565 LLMD LANDSCAPE MAINTENANCE	31,805	392,207	50,000	0	425,903	48,109
	7,524,645	1,403,185	1,328,000	(198,000)	1,742,972	8,314,858
ENTERPRISE FUNDS						
620 SEWER SRF RESERVE	722,629	27,182	116,508	0	0	866,319
621 SEWER CAPITAL REPLACEMENT	7,156,350	273,172	3,000,000	0	1,722,594	8,706,928
622 SEWER FUND	5,205,502	7,075,659	0	(3,116,508)	4,180,620	4,984,033
631 PARKING FUND	50,701	20,594	0	0	13,852	57,443
644 WATER CAPITAL REPLACEMENT	2,115,287	77,522	1,500,000	0	1,102,981	2,589,828
645 WATER FUND	2,294,320	5,711,441	0	(1,500,000)	2,540,689	3,965,072
657 AVIATION FUND	53,304	477,281	0	(60,000)	440,626	29,959
658 AIRPORT CAPITAL IMPROVEMENT	(20,373)	244,729	45,000	0	372,421	(103,065)
659 AIRPORT CAPITAL REPLACEMENT	21,974	1,163	15,000	0	890	37,247
TOTAL ENTERPRISE FUNDS	17,599,694	13,908,743	4,676,508	(4,676,508)	10,374,673	21,133,764
REDEVELOPMENT						
363 REDEVELOPMENT SUCCESSOR AGENCY	166,171	128,674	0	0	249,800	45,045
460 REDEVELOPMENT DEBT SERVICE	2,440,710	350,801	0	0	554,511	2,237,000
	2,606,881	479,475	0	0	804,311	2,282,045
TRUST/AGENCY FUNDS						
720 DEVELOPER DEPOSITS	108,510	211,550	0	0	268,379	51,681
722 SIERRA POINT SPECIFIC PLAN	(71,157)	0	0	0	0	(71,157)
730 HERITAGE OAKS (CFD 2007-1) TRUST	35,844	653	0	0	18,258	18,239
740 BRIDLE RIDGE SOUTH TRAIL DEPOSITS	1,113,407	36,813	0	0	0	1,150,220
741 CRANE.PATTERSON SIGNAL	210,035	6,767	0	0	5,963	210,839
742 ANIMAL CONTROL TRUST	37,197	16,479	0	0	7,443	46,233
743 K-9 UNIT TRUST FUND	668	1,804	0	0	926	1,546
744 SENIOR CENTER TRUST FUND	157	19,424	0	0	14,417	5,164
745 POLICE RANGE TRUST FUND	35,069	7,661	0	0	0	42,730
746 SENIOR OUTREACH TRUST FUND	67,625	1,018	0	0	2,350	66,293
747 POLICE EQUESTRIAN UNIT FUND	1,490	0	0	0	478	1,012
769 SENIOR HOUSING CORP FUND	20,456	312	0	0	0	20,768
784 G&J STREET BOND REFUND	34,349	0	0	0	34,349	0
790 BRIDLE RIDGE 2003-2 CFD	552,001	304,457	0	0	292,089	564,369
791 BRIDLE RIDGE 2004-1 CFD	199,917	124,333	0	0	116,890	207,360
792 BRIDLE RIDGE 2005-1 CFD	433,454	237,756	0	0	232,106	439,104
799 GARBAGE COLLECTIONS	212,151	2,130,246	0	0	2,108,483	233,914
TOTAL AGENCY FUNDS	2,991,174	3,099,273	0	0	3,102,131	2,988,316
ALL FUND TOTAL	56,623,023	38,547,931	10,154,842	(10,154,842)	33,009,539	62,161,414

CITY OF OAKDALE
BUDGET SUMMARY BY FUND - PROJECTED BALANCE
2020-21

6/15/2021

FUND NAME DESCRIPTION		FUND	PROJECTED		PROJECTED	PROJECTED	PROJECTED
		BALANCE	PROJECTED	TRANSFERS		TRANSFERS	EXPENDITURES
		07/01/2020	REVENUES	IN	OUT		BALANCE
							06/30/2021
110	GENERAL FUND	4,816,503	10,592,054	3,386,768	(1,064,286)	12,908,295	4,822,744
114	CANNABIS FUND	554,151	365,000	0	(250,000)	102,514	566,637
115	MEASURE H	215,568	2,101,200	0	(2,116,768)	0	200,000
		<u>5,586,222</u>	<u>13,058,254</u>	<u>3,386,768</u>	<u>(3,431,054)</u>	<u>13,010,809</u>	<u>5,589,381</u>
117	FACILITIES	0	1,000	161,914	0	162,914	0
118	RECREATION	0	30,425	159,873	0	190,298	0
119	ENGINEERING & PW ADMINISTRATION	0	137,946	32,967	0	170,913	0
120	DEVELOPMENT SERVICES	0	593,776	68,532	0	662,308	0
		<u>0</u>	<u>763,147</u>	<u>423,286</u>	<u>0</u>	<u>1,186,433</u>	<u>0</u>
SPECIAL REVENUE FUNDS							
203	SUPPLEMENTAL LAW ENFORC	242,146	152,206	0	(50,000)	200,000	144,352
210	AB 109 - PUBLIC SAFETY REALIGNMENT	10,400	0	0	0	2,500	7,900
211	NON JUDICIAL FORFEITURE	4,024	260	0	0	0	4,284
214	SAFETY SALES TAX (PROP 172)	57,954	181,492	0	(205,000)	0	34,446
215	GAS TAX	477,429	568,860	0	(200,000)	256,492	589,797
216	SBI-ROAD MAINTENANCE	596,922	373,300	0	0	553,917	416,305
217	TRAFFIC CONGESTION RELIEF FUND	78,885	150	0	0	0	79,035
221	LOCAL TRANSPORTATION	103,958	50	0	0	78,239	25,769
222	MEASURE L	906,539	1,187,000	0	0	1,974,750	118,789
229	SOLID WASTE	56,254	1,025	0	0	5,000	52,279
230	GENERAL PLAN	(130,619)	85,000	0	0	0	(45,619)
231	SOUTH INDUSTRIAL SPECIFIC PLAN	0	0	0	0	71,000	(71,000)
235	CA DEPT FISH WILDLIFE RESTORATION GRANT	(21,751)	245,333	0	0	223,582	0
236	HOMELESS EMERGENCY AID PROGRAM (HEAP)	0	66,771	0	0	65,000	1,771
237	CARES ACT (COVID-19) STANISLAUS COUNTY	0	776,459	0	0	776,459	0
238	CARES ACT (COVID-19) STATE GRANT	0	283,947	0	0	283,947	0
241	HOUSING	4,341,468	73,156	45,356	0	280,000	4,179,980
242	HOME LOAN CONSORTIUM	1,885	2,500	0	0	2,500	1,885
243	HOME LOAN REUSE	403,266	48,470	0	0	23,894	427,842
244	HOME CONSORTIUM REUSE	2,410,309	6,583	0	0	74,657	2,342,235
245	ECONOMIC DEVELOPMENT	394,539	5,000	0	0	100,000	299,539
248	CAL HOME LOAN REUSE	391,479	3,000	0	0	0	394,479
252	BRIDLE RIDGE STREET MAINT	(65,039)	36,733	0	0	0	(28,306)
265	NEIBORHOOD STABILIZATION	45,356	0	0	(45,356)	0	0
266	COMM DEVELOPMENT REUSE	707,393	993	0	0	23	708,363
267	COMMUNITY DEVELOPMENT BG	13,138	800,069	0	0	803,439	9,768
268	ABANDONED VEHICLE	145,730	20,358	0	(10,000)	500	155,588
270	EDUCATION/GOVT CTV	87,185	45,445	0	0	100,000	32,630
284	BRIDLE RIDGE LLMD	(165,936)	542,402	75,000	0	565,947	(114,481)
285	BURCHELL HILL LLMD	49,922	224,157	0	0	253,430	20,649
286	VINEYARDS LLMD	402,400	242,575	0	0	236,320	408,655
288	LIVE OAK LLMD	29,057	6,632	0	0	14,940	20,749
	REINMAN CT LLMD	22,549	8,446	0	0	7,610	23,385
	SUNSET MEADOWS LLMD	82,574	30,359	0	0	22,829	90,104
	STERLING HILLS LLMD	92,963	38,553	0	0	30,290	101,226
	MURDOCK ESTATES LLMD	(1,187)	2,509	0	0	1,180	142
291	FIRE SERVICES CFD 2003-1	44,453	420,944	0	(460,000)	0	5,397
292	PUBLIC SAFETY CFD 2007-1	33,647	227,366	0	(255,000)	0	6,013
293	MAINTENANCE SERVICES CFD 2015-01	264,995	84,742	0	0	8,000	341,737
TOTAL SPECIAL REVENUE FUNDS		<u>12,114,287</u>	<u>6,792,845</u>	<u>120,356</u>	<u>(1,225,356)</u>	<u>7,016,445</u>	<u>10,785,687</u>
CAPITAL PROJECT FUNDS							
316	SURFACE TRANSPORTATION	43,307	1,088,527	0	0	1,134,156	(2,322)
317	ENERGY EFFICEINCY & CONSERVATION FUND	0	3,863,675	0	0	1,068,205	2,795,470
343	PARKS CAPITAL FACILITIES	4,431,810	592,300	0	0	391,100	4,633,010
344	STREETS CAPITAL FACILITIES	(392,696)	344,000	0	0	117,000	(165,696)
349	STORM CAPITAL FACILITIES	673,013	350,228	0	0	414,000	609,241
354	ADMINISTRATION CAPITAL FACILITES	118,326	35,798	0	0	20,000	134,124
355	FIRE CAPITAL FACILITIES	(690,688)	80,000	0	0	0	(610,688)
356	POLICE CAPITAL FACILITIES	66,170	64,240	0	0	0	130,410
357	GENERAL GOVT CAPITAL FACILITIES	772,913	44,342	0	0	33,000	784,255
360	PLAN AREA FEE	405,404	8,740	0	0	405,404	8,740
623	SEWER CAPITAL FACILITIES	1,026,824	140,507	0	0	5,000	1,162,331
646	WATER CAPITAL FACILITIES	3,168,674	510,420	0	0	188,000	3,491,094
TOTAL CAPITAL PROJECT FUNDS		<u>9,623,057</u>	<u>7,122,777</u>	<u>0</u>	<u>0</u>	<u>3,775,865</u>	<u>12,969,969</u>

CITY OF OAKDALE
BUDGET SUMMARY BY FUND - PROJECTED BALANCE
2020-21

6/15/2021

FUND NAME DESCRIPTION	FUND BALANCE 07/01/2020	PROJECTED REVENUES	PROJECTED TRANSFERS IN	PROJECTED TRANSFERS OUT	PROJECTED EXPENDITURES	PROJECTED ENDING BALANCE 06/30/2021
DEBT SERVICE FUNDS						
465 FIRE STATION DEBT SERVICE	91,556	1,292	160,000	0	159,482	93,366
467 2015 PENSION BONDS DEBT SERVICE	27,309	458,369	0	0	440,201	45,477
TOTAL DEBT SERVICE FUNDS	118,865	459,661	160,000	0	599,683	138,843
INTERNAL SERVICE FUNDS						
510 DENTAL INSURANCE	78,618	55,876	0	0	54,500	79,994
512 EMPLOYEE FLEXIBLE SPENDING	2,779	18,200	0	0	18,200	2,779
515 RISK MANAGEMENT	414,945	366,994	0	0	160,000	621,939
520 EMPLOYEE LIABILITY FUND (OPEB)	1,000,212	48,227	50,000	0	81,000	1,017,439
525 INFORMATION TECHNOLOGY	74,139	191,722	0	0	265,000	861
530 VEHICLE REPLACEMENT	76,580	53,546	0	0	100,000	30,126
532 FIRE EQUIPMENT REPLACEMENT	885,873	105,914	0	0	687,524	304,263
535 PERS LIABILITY	2,760,298	43,756	166,000	0	0	2,970,054
540 FACILITY MAINTENANCE FUND	2,084,733	17,594	350,000	0	99,000	2,353,327
542 EQUIP REPLACEMENT FUND	62,914	6,825	0	(6,000)	0	63,739
545 POLICE EQUIPMENT REPLACEMENT	91,504	26,650	6,000	0	106,900	17,254
547 ANIMAL CONTROL EQUIPMENT REPLACEMENT	61,199	20,325	0	0	63,966	17,558
549 PARKS REPLACEMENT	672,955	8,000	0	0	130,020	550,935
565 LLMD LANDSCAPE MAINTENANCE	48,109	401,137	0	0	402,841	46,405
	8,314,858	1,364,766	572,000	(6,000)	2,168,951	8,076,673
ENTERPRISE FUNDS						
620 SEWER SRF RESERVE	866,319	10,827	116,508	0	0	993,654
621 SEWER CAPITAL REPLACEMENT	8,706,928	84,901	3,000,000	0	8,475,340	3,316,489
622 SEWER FUND	4,984,033	7,193,975	0	(3,116,508)	4,539,985	4,521,515
631 PARKING FUND	57,443	12,807	0	0	25,000	45,250
644 WATER CAPITAL REPLACEMENT	2,589,828	37,051	2,000,000	0	3,364,900	1,261,979
645 WATER FUND	3,965,072	5,988,764	0	(2,000,000)	2,906,238	5,047,598
657 AVIATION FUND	29,959	515,891	0	(60,000)	424,776	61,074
658 AIRPORT CAPITAL IMPROVEMENT	(103,065)	604,540	45,000	0	463,502	82,973
659 AIRPORT CAPITAL REPLACEMENT	37,247	323	15,000	0	25,953	26,617
TOTAL ENTERPRISE FUNDS	21,133,764	14,449,079	5,176,508	(5,176,508)	20,225,694	15,357,149
REDEVELOPMENT						
363 REDEVELOPMENT SUCCESSOR AGENCY	45,045	4,174	250,000	0	250,000	49,219
364 REDEVELOPMENT 2011 BONDS	0	0	0	0	0	0
460 REDEVELOPMENT DEBT SERVICE	2,237,000	35,155	0	(250,000)	554,511	1,467,644
	2,282,045	39,329	250,000	(250,000)	804,511	1,516,863
TRUST/AGENCY FUNDS						
720 DEVELOPER DEPOSITS	51,681	300,000	0	0	300,000	51,681
722 SIERRA POINT SPECIFIC PLAN	(71,157)	0	0	0	0	(71,157)
730 HERITAGE OAKS (CFD 2007-1) TRUST	18,239	417	0	0	18,656	0
740 BRIDLE RIDGE SOUTH TRAIL DEPOSITS	1,150,220	25,894	0	0	0	1,176,114
741 CRANE.PATTERSON SIGNAL	210,839	4,081	0	0	23,237	191,683
742 ANIMAL CONTROL TRUST	46,233	14,647	0	0	25,000	35,880
743 K-9 UNIT TRUST FUND	1,546	2,000	0	0	1,750	1,796
744 SENIOR CENTER TRUST FUND	5,164	2,868	0	0	6,000	2,032
745 POLICE RANGE TRUST FUND	42,730	8,350	0	0	20,000	31,080
746 SENIOR OUTREACH TRUST FUND	66,293	500	0	0	3,500	63,293
747 POLICE EQUESTRIAN UNIT FUND	1,012	0	0	0	0	1,012
769 SENIOR HOUSING CORP FUND	20,768	200	0	0	0	20,968
784 G&J STREET BOND REFUND	0	0	0	0	0	0
790 BRIDLE RIDGE 2003-2 CFD	564,369	301,026	0	0	291,208	574,187
791 BRIDLE RIDGE 2004-1 CFD	207,360	120,412	0	0	120,198	207,574
792 BRIDLE RIDGE 2005-1 CFD	439,104	239,432	0	0	227,221	451,315
799 GARBAGE COLLECTIONS	233,914	1,900,000	0	0	1,900,000	233,914
TOTAL AGENCY FUNDS	2,988,316	2,919,827	0	0	2,936,770	2,971,373
ALL FUND TOTAL	62,161,414	46,969,685	10,088,918	(10,088,918)	51,725,161	57,405,938

CITY OF OAKDALE
BUDGET SUMMARY BY FUND - PROJECTED BALANCE
2021-22

6/15/2021

FUND NAME DESCRIPTION	FUND BALANCE 07/01/2021	PROJECTED REVENUES	PROJECTED TRANSFERS IN	PROJECTED TRANSFERS OUT	PROJECTED EXPENDITURES	PROJECTED ENDING BALANCE 06/30/2022
110 GENERAL FUND	4,822,744	10,693,507	3,626,200	(872,537)	13,225,884	5,044,031
114 CANNABIS FUND	566,637	363,000	0	(100,000)	272,179	557,458
115 MEASURE H	200,000	2,251,200	0	(2,451,200)	0	0
	<u>5,589,381</u>	<u>13,307,707</u>	<u>3,626,200</u>	<u>(3,423,737)</u>	<u>13,498,063</u>	<u>5,601,489</u>
117 FACILITIES	0	106,000	94,405	0	200,405	0
118 RECREATION	0	25,500	200,207	0	225,707	0
119 ENGINEERING & PW ADMINISTRATION	0	60,500	113,518	0	174,018	0
120 DEVELOPMENT SERVICES	0	313,080	364,407	0	677,487	0
	<u>0</u>	<u>505,080</u>	<u>772,537</u>	<u>0</u>	<u>1,277,617</u>	<u>0</u>
SPECIAL REVENUE FUNDS						
202 CHP CANNABIS ENFORCEMENT GRANT	0	31,075	0	0	31,075	0
203 SUPPLEMENTAL LAW ENFORC	144,352	152,206	0	(50,000)	142,000	104,558
210 AB 109 - PUBLIC SAFETY REALINGMENT	7,900	0	0	0	2,500	5,400
211 NON JUDICIAL FORFEITURE	4,284	240	0	0	4,000	524
214 SAFETY SALES TAX (PROP 172)	34,446	181,492	0	(205,000)	0	10,938
215 GAS TAX	589,797	568,860	0	(200,000)	0	958,657
216 SB1-ROAD MAINTENANCE	416,305	465,600	0	0	0	881,905
217 TRAFFIC CONGESTION RELIEF FUND	79,035	150	0	0	0	79,185
221 LOCAL TRANSPORTATION	25,769	50	0	0	0	25,819
222 MEASURE L	118,789	1,187,000	0	0	1,256,000	49,789
229 SOLID WASTE	52,279	1,025	0	0	35,000	18,304
230 GENERAL PLAN	(45,619)	85,000	0	0	0	39,381
231 SOUTH INDUSTRIAL SPECIFIC PLAN	(71,000)	0	0	0	0	(71,000)
235 CA DEPT FISH WILDLIFE RESTORATION GRANT	0	0	0	0	0	0
236 HOMELESS EMERGENCY AID PROGRAM (HEAP)	1,771	0	0	0	0	1,771
239 AMERICAN RECOVERY ACT FUND	0	2,200,000	0	0	0	2,200,000
241 HOUSING	4,179,980	5,456	0	0	0	4,185,436
242 HOME LOAN CONSORTIUM	1,885	2,500	0	0	2,500	1,885
243 HOME LOAN REUSE	427,842	0	0	0	0	427,842
244 HOME CONSORTIUM REUSE	2,342,235	0	0	0	0	2,342,235
245 ECONOMIC DEVELOPMENT	299,539	5,000	0	0	0	304,539
248 CAL HOME LOAN REUSE	394,479	3,000	0	0	0	397,479
252 BRIDLE RIDGE STREET MAINT	(28,306)	35,500	0	0	0	7,194
265 NEIBORHOOD STABILIZATION	0	0	0	0	0	0
266 COMM DEVELOPMENT REUSE	708,363	1,993	0	0	23	710,333
267 COMMUNITY DEVELOPMENT BG	9,768	69	0	0	3,339	6,498
268 ABANDONED VEHICLE	155,588	20,358	0	(10,000)	45,500	120,446
270 EDUCATION/GOVT CTV	32,630	45,445	0	0	30,000	48,075
284 BRIDLE RIDGE LLMD	(114,481)	588,000	50,000	0	578,046	(54,527)
285 BURCHELL HILL LLMD	20,649	230,843	0	0	240,200	11,292
286 VINEYARDS LLMD	408,655	249,580	0	0	244,820	413,415
288 LIVE OAK LLMD	20,749	4,878	0	0	1,940	23,687
REINMAN CT LLMD	23,385	8,692	0	0	11,310	20,767
SUNSET MEADOWS LLMD	90,104	30,873	0	0	29,829	91,148
STERLING HILLS LLMD	101,226	36,352	0	0	36,290	101,288
MURDOCK ESTATES LLMD	142	2,935	0	0	2,680	397
291 FIRE SERVICES CFD 2003-1	5,397	433,514	0	(420,000)	0	18,911
292 PUBLIC SAFETY CFD 2007-1	6,013	234,174	0	(240,000)	0	187
293 MAINTENANCE SERVICES CFD 2015-01	341,737	84,742	0	0	8,000	418,479
TOTAL SPECIAL REVENUE FUNDS	<u>10,785,687</u>	<u>6,896,602</u>	<u>50,000</u>	<u>(1,125,000)</u>	<u>2,705,052</u>	<u>13,902,237</u>
CAPITAL PROJECT FUNDS						
316 SURFACE TRANSPORTATION	(2,322)	700,000	0	0	700,000	(2,322)
317 ENERGY EFFICEINCY & CONSERVATION FUND	2,795,470	2,190,000	0	0	4,649,738	335,732
343 PARKS CAPITAL FACILITIES	4,633,010	335,000	0	0	600	4,967,410
344 STREETS CAPITAL FACILITIES	(165,696)	190,000	0	0	59,000	(34,696)
349 STORM CAPITAL FACILITIES	609,241	32,428	0	0	20,000	621,669
354 ADMINISTRATION CAPITAL FACILITES	134,124	20,798	0	0	20,000	134,922
355 FIRE CAPITAL FACILITIES	(610,688)	45,000	0	0	0	(565,688)
356 POLICE CAPITAL FACILITIES	130,410	10,800	0	0	130,000	11,210
357 GENERAL GOVT CAPITAL FACILITIES	784,255	47,466	0	0	615,000	216,721
360 PLAN AREA FEE	8,740	58,740	0	0	0	67,480
623 SEWER CAPITAL FACILITIES	1,162,331	44,507	0	0	1,030,000	176,838
646 WATER CAPITAL FACILITIES	3,491,094	308,420	0	0	30,000	3,769,514
TOTAL CAPITAL PROJECT FUNDS	<u>12,969,969</u>	<u>3,983,159</u>	<u>0</u>	<u>0</u>	<u>7,254,338</u>	<u>9,698,790</u>

CITY OF OAKDALE
BUDGET SUMMARY BY FUND - PROJECTED BALANCE
2021-22

6/15/2021

FUND NAME DESCRIPTION	FUND BALANCE 07/01/2021	PROJECTED REVENUES	PROJECTED TRANSFERS IN	PROJECTED TRANSFERS OUT	PROJECTED EXPENDITURES	PROJECTED ENDING BALANCE 06/30/2022
DEBT SERVICE FUNDS						
465 FIRE STATION DEBT SERVICE	93,366	1,292	160,000	0	161,480	93,178
467 2015 PENSION BONDS DEBT SERVICE	45,477	462,855	0	0	462,355	45,977
TOTAL DEBT SERVICE FUNDS	138,843	464,147	160,000	0	623,835	139,155
INTERNAL SERVICE FUNDS						
510 DENTAL INSURANCE	79,994	55,876	0	0	54,500	81,370
512 EMPLOYEE FLEXIBLE SPENDING	2,779	18,200	0	0	18,200	2,779
515 RISK MANAGEMENT	621,939	111,285	0	0	160,000	573,224
520 EMPLOYEE LIABILITY FUND (OPEB)	1,017,439	48,227	0	0	176,000	889,666
525 INFORMATION TECHNOLOGY	861	258,172	0	0	230,000	29,033
530 VEHICLE REPLACEMENT	30,126	53,546	0	0	75,000	8,672
532 FIRE EQUIPMENT REPLACEMENT	304,263	105,914	0	0	115,000	295,177
535 PERS LIABILITY	2,970,054	43,756	0	(110,000)	0	2,903,810
540 FACILITY MAINTENANCE FUND	2,353,327	17,594	0	0	1,914,000	456,921
542 EQUIP REPLACEMENT FUND	63,739	1,000	0	0	0	64,739
545 POLICE EQUIPMENT REPLACEMENT	17,254	26,650	0	0	43,000	904
547 ANIMAL CONTROL EQUIPMENT REPLACEMENT	17,558	20,325	0	0	0	37,883
549 PARKS REPLACEMENT	550,935	8,000	0	0	205,000	353,935
565 LLMD LANDSCAPE MAINTENANCE	46,405	391,017	50,000	0	483,879	3,543
	8,076,673	1,159,562	50,000	(110,000)	3,474,579	5,701,656
ENTERPRISE FUNDS						
620 SEWER SRF RESERVE	993,654	10,827	116,508	0	0	1,120,989
621 SEWER CAPITAL REPLACEMENT	3,316,489	84,901	4,000,000	0	267,000	7,134,390
622 SEWER FUND	4,521,515	7,172,975	0	(4,116,508)	4,496,742	3,081,240
631 PARKING FUND	45,250	19,507	0	0	60,000	4,757
644 WATER CAPITAL REPLACEMENT	1,261,979	37,051	3,000,000	0	237,000	4,062,030
645 WATER FUND	5,047,598	5,988,764	0	(3,000,000)	3,181,345	4,855,017
657 AVIATION FUND	61,074	517,891	0	(60,000)	426,648	92,317
658 AIRPORT CAPITAL IMPROVEMENT	82,973	0	45,000	0	0	127,973
659 AIRPORT CAPITAL REPLACEMENT	26,617	323	15,000	0	0	41,940
TOTAL ENTERPRISE FUNDS	15,357,149	13,832,239	7,176,508	(7,176,508)	8,668,735	20,520,653
REDEVELOPMENT						
363 REDEVELOPMENT SUCCESSOR AGENCY	49,219	4,174	18,000	0	250,000	(178,607)
460 REDEVELOPMENT DEBT SERVICE	1,467,644	75,155	0	(250,000)	322,511	970,288
	1,516,863	79,329	18,000	(250,000)	572,511	791,681
TRUST/AGENCY FUNDS						
720 DEVELOPER DEPOSITS	51,681	300,000	0	0	300,000	51,681
722 SIERRA POINT SPECIFIC PLAN	(71,157)	0	0	0	0	(71,157)
730 HERITAGE OAKS (CFD 2007-1) TRUST	0	0	0	0	0	0
740 BRIDLE RIDGE SOUTH TRAIL DEPOSITS	1,176,114	25,894	0	0	0	1,202,008
741 CRANE.PATTERSON SIGNAL	191,683	4,081	0	0	0	195,764
742 ANIMAL CONTROL TRUST	35,880	16,847	0	0	25,000	27,727
743 K-9 UNIT TRUST FUND	1,796	2,000	0	0	1,750	2,046
744 SENIOR CENTER TRUST FUND	2,032	35,070	0	0	35,000	2,102
745 POLICE RANGE TRUST FUND	31,080	8,200	0	0	0	39,280
746 SENIOR OUTREACH TRUST FUND	63,293	500	0	0	3,500	60,293
747 POLICE EQUESTRIAN UNIT FUND	1,012	0	0	0	800	212
769 SENIOR HOUSING CORP FUND	20,968	200	0	0	0	21,168
790 BRIDLE RIDGE 2003-2 CFD	574,187	301,026	0	0	294,087	581,126
791 BRIDLE RIDGE 2004-1 CFD	207,574	120,412	0	0	117,603	210,383
792 BRIDLE RIDGE 2005-1 CFD	451,315	239,432	0	0	227,298	463,449
799 GARBAGE COLLECTIONS	233,914	2,200,000	0	0	2,200,000	233,914
TOTAL AGENCY FUNDS	2,971,373	3,253,662	0	0	3,205,038	3,019,997
ALL FUND TOTAL	57,405,938	43,481,487	11,853,245	(12,085,245)	41,279,768	59,375,657

SUMMARY OF GENERAL FUND REVENUES AND EXPENDITURES
FUND 110
FISCAL YEAR 2021-22

	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES									
PROPERTY TAXES	3,000,542	3,090,981	3,304,369	3,521,995	3,694,653	4,065,791	4,093,930	4,248,077	4,260,200
OTHER TAXES	4,631,919	4,916,340	5,094,231	5,018,274	5,105,833	5,320,691	4,954,500	5,257,500	5,497,500
LICENSES	30,152	27,850	28,882	28,020	27,308	26,095	25,000	25,000	25,000
FINES, FORFEITURES & PENALTIES	265,300	285,282	279,457	264,694	216,106	187,097	225,000	213,600	225,000
USES OF MONEY & PROPERTY	141,685	122,979	145,968	147,398	286,285	319,715	261,417	192,217	192,217
INTERGOVERNMENTAL	337,353	507,819	491,053	476,905	535,590	342,486	498,840	480,840	317,840
SERVICE REVENUES	184,918	173,601	176,193	191,834	192,256	210,246	175,750	174,820	175,750
TOTAL REVENUES	8,591,869	9,124,852	9,520,153	9,649,120	10,058,031	10,472,121	10,234,437	10,592,054	10,693,507
EXPENDITURES									
1010 CITY COUNCIL	27,166	26,268	27,411	26,767	29,391	25,278	28,067	28,067	28,067
1110 CITY MANAGER	224,432	240,523	251,464	252,110	261,833	275,704	284,783	284,783	305,691
1120 HUMAN RESOURCES	26,504	55,755	51,123	54,259	63,991	68,987	80,425	80,425	81,141
1130 CITY CLERK	153,638	178,970	183,750	187,319	219,093	274,337	234,672	250,452	223,413
1310 FINANCE DEPARTMENT	155,676	191,116	179,182	215,640	223,989	212,122	251,032	251,032	271,849
1320 CITY TREASURER	1,070	1,095	1,097	1,057	1,077	1,055	1,077	1,077	1,077
1610 CITY ATTORNEY	112,522	116,103	164,505	68,916	82,685	114,199	100,000	100,000	100,000
1910 GENERAL GOVERNMENT	456,505	540,482	466,688	513,041	500,728	549,179	527,077	587,793	580,158
2110 POLICE ADMINISTRATION	884,178	880,090	877,272	1,142,176	1,021,947	929,714	990,390	990,390	1,031,864
2120 POLICE DISPATCH	452,095	551,499	573,601	604,704	730,097	615,702	712,164	712,164	747,085
2130 POLICE SPECIAL SERVICES	192,360	409,037	409,345	404,024	339,315	300,982	292,756	292,756	277,237
2140 POLICE FIELD SERVICE	2,198,691	2,696,228	2,698,032	2,771,160	3,069,956	3,174,389	3,815,666	3,815,666	3,703,224
2160 ANIMAL CONTROL	133,661	161,907	171,438	151,536	132,381	148,496	155,733	155,733	162,392
2161 ANIMAL CONTROL-RIVERBANK	154,290	151,065	163,136	143,877	183,417	185,050	213,477	213,477	215,308
2180 CROSSING GUARDS	15,795	11,823	13,999	12,527	14,473	10,754	18,075	0	15,069
2210 FIRE DEPARTMENT	2,172,324	2,335,923	2,502,062	3,144,674	3,256,837	3,353,855	3,610,562	3,610,562	3,805,962
4120 GARAGE DEPARTMENT	73,649	91,527	105,412	107,433	111,658	85,313	115,901	115,901	141,676
4140 STREET MAINTENANCE	243,909	311,017	343,898	232,280	269,045	292,197	434,695	434,695	400,820
4141 STREET SWEEPING	64,925	60,568	75,971	65,685	72,833	61,105	80,000	80,000	102,000
4142 STREET LIGHTS/TRAFFIC SIGNALS	228,548	236,012	184,324	215,289	237,200	265,545	274,000	274,000	307,600
7210 PARK MAINTENANCE	283,206	360,274	368,748	459,311	528,036	482,753	565,165	565,165	665,892
7413 FACILITY MAINTENANCE	34,067	28,931	57,732	63,146	86,584	49,322	64,157	64,157	58,359
CAPITAL PROJECTS	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES	8,289,211	9,636,213	9,870,190	10,836,931	11,436,566	11,476,038	12,849,874	12,908,295	13,225,884
REVENUES OVER (UNDER) EXPENDITURES	302,658	(511,361)	(350,037)	(1,187,811)	(1,378,535)	(1,003,917)	(2,615,437)	(2,316,241)	(2,532,377)
TRANSFER IN	1,984,949	2,882,617	3,036,141	2,978,564	3,026,283	3,195,627	3,386,768	3,386,768	3,626,200
TRANSFER OUT	(1,538,067)	(1,670,491)	(1,967,080)	(1,798,998)	(1,438,413)	(2,109,707)	(751,057)	(1,064,286)	(872,537)
NET	749,540	700,765	719,024	(8,245)	209,335	82,003	20,274	6,241	221,287

GENERAL FUND (110)
REVENUES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
PROPERTY TAXES										
110-1910-310100	PROPERTY TAX SECURED	1,378,295	1,425,791	1,486,324	1,592,444	1,621,731	1,697,409	1,752,000	1,764,000	1,816,000
110-1910-310101	REDEVELOPMENT PASS THRU	183,802	118,372	193,197	236,255	242,421	426,575	350,000	492,000	400,000
110-1910-301010	PROP TAX ADMIN SETTLEMENT	0	0	0	0	0	0	0	0	0
110-1910-310200	PROPERTY TAX UNSECURED	72,068	78,582	84,603	57,226	92,149	100,141	93,600	93,600	93,600
110-1910-310400	SUPPLEMENTAL TAXES	17,295	25,622	33,229	32,164	41,757	28,050	22,000	22,000	22,000
110-1910-310700	HOMEOWNER'S PROPERTY TAX	16,561	18,566	18,012	17,942	17,532	17,402	18,000	18,000	18,000
110-1910-310900	FHA IN LIEU	580	663	712	711	707	720	600	747	600
110-1910-310300	PROP TAX - VLF IN LIEU	1,331,941	1,423,385	1,488,292	1,585,253	1,678,356	1,795,494	1,857,730	1,857,730	1,910,000
		3,000,542	3,090,981	3,304,369	3,521,995	3,694,653	4,065,791	4,093,930	4,248,077	4,260,200
OTHER TAXES										
110-1910-320100	SALES & USE TAX	2,376,102	2,717,621	3,343,842	3,439,805	3,496,546	3,712,715	3,400,000	3,600,000	3,800,000
110-1910-320101	IN-LIEU SALES TAX	715,003	636,597	0	0	0	0	0	0	0
110-1910-320300	HOTEL MOTEL TAX	261,465	298,179	310,888	330,069	322,494	294,265	270,000	280,000	300,000
110-1910-320401	GARBAGE FRANCHISE FEE	394,454	397,050	408,949	430,707	479,807	504,380	500,000	520,000	530,000
110-1910-320404	PG&E/MID FRANCHISE FEE	348,821	324,273	332,484	326,892	316,160	336,324	320,000	363,000	363,000
110-1910-320405	CABLE TV FRANCHISE FEE	178,630	203,484	198,144	177,615	189,949	190,666	180,000	190,000	200,000
110-2110-320406	TOW OPERATORS	18,340	21,910	17,844	10,745	9,345	17,570	15,000	15,000	15,000
110-1310-320700	BUSINESS LICENSE FEE	195,210	167,740	140,808	148,854	174,227	153,473	168,000	168,000	168,000
110-1310-320800	YARD SALES	3,408	2,923	2,603	2,715	2,295	1,215	1,500	1,500	1,500
110-1910-320900	PROPERTY TRANSFER TAX	140,486	146,563	338,669	150,872	115,010	110,083	100,000	120,000	120,000
		4,631,919	4,916,340	5,094,231	5,018,274	5,105,833	5,320,691	4,954,500	5,257,500	5,497,500
LICENSES										
110-2160-330100	ANIMAL LICENSE	30,152	27,850	28,882	28,020	27,308	26,095	25,000	25,000	25,000
		30,152	27,850	28,882	28,020	27,308	26,095	25,000	25,000	25,000
FINES, FORFEITURES & PENALTIES										
110-2110-340100	VEHICLE CODE AND COURT FINES	91,805	107,638	98,486	59,640	31,732	45,285	30,000	25,000	30,000
110-1310-340300	RETURNED CHECK CHARGE	3,370	3,015	2,925	2,555	3,874	3,130	3,000	2,000	3,000
110-1310-340400	PENALTIES	163,193	167,795	169,723	190,945	174,888	115,104	185,000	185,000	185,000
110-2160-340701	ANIMAL FINES	6,932	6,834	8,323	11,554	5,612	23,578	7,000	1,600	7,000
110-2110-304080	MUNICIPAL CITATIONS	0	0	0	0	0	0	0	0	0
		265,300	285,282	279,457	264,694	216,106	187,097	225,000	213,600	225,000

GENERAL FUND (110)**REVENUES**

New Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
USES OF MONEY & PROPERTY										
110-1910-351100	INVESTMENT EARNINGS	17,242	40,076	52,674	94,176	135,519	136,235	135,000	70,000	70,000
110-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(46,417)	71,174	93,151	46,417	46,417	46,417
110-1910-350301	CELL TOWER RENT	25,519	26,285	27,074	27,833	28,775	29,584	30,000	30,000	30,000
110-1910-350307	LAND LEASE ROBANN RANCH	62,924	20,618	30,220	38,806	19,617	26,745	20,000	15,800	15,800
110-1110-350400	RENT AND ADMIN CHARGE ENT	36,000	36,000	36,000	33,000	30,000	34,000	30,000	30,000	30,000
110-1910-374120	SALE OF SURPLUS PROPERTY	0	0	0	0	0	0	0	0	0
110-7210-350304	COMMUNITY PARK CONCESSION	0	0	0	0	1,200	0	0	0	0
		141,685	122,979	145,968	147,398	286,285	319,715	261,417	192,217	192,217
INTERGOVERNMENTAL										
110-1910-362100	MOTOR VEHICLE IN LIEU	8,787	8,785	10,012	11,955	11,196	0	0	0	0
110-4141-362300	STATE STREET SWEEPING	17,905	17,905	22,381	17,905	17,905	17,905	17,900	17,900	17,900
110-2110-363100	SCHOOL SHARE POLICE OFFIC	0	0	67,535	67,535	67,535	67,534	67,500	67,500	67,500
110-2180-363120	SCHOOL SHARE CROSSING GUARDS	12,000	12,000	12,000	12,000	12,000	12,000	12,000	0	12,000
110-2110-362400	POST REIMBURSEMENT	6,367	5,257	2,398	13,122	17,500	34,732	15,000	0	15,000
110-2210-306142	FEMA REIMBURSEMENT	0	0	0	0	0	0	0	0	0
110-2210-306143	OES REIMBURSEMENT	11,118	0	0	0	0	0	0	0	0
110-2110-362405	OTHER REIMBURSEMENT	5,049	17,743	8,004	8,615	13,022	9,712	9,000	18,000	9,000
110-2110-306335	COUNTY DEA GRANT	0	0	0	0	0	0	0	0	0
110-2110-306143	OES REIMBURSEMENT	0	0	0	0	0	0	0	0	0
110-2110-360344	CELL PHONE AWARE (DD1323)	0	0	0	0	0	0	0	0	0
110-2110-306345	BICYCLE HELMET GRANT (20846)	0	0	0	0	0	0	0	0	0
110-1910-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	181,000	181,000	0
110-2120-363400	NEWMAN DISPATCH SERVICES	113,054	186,000	186,000	189,500	176,000	0	0	0	0
110-2161-363300	RIVERBANK ANIMAL SERVICES	163,073	165,784	182,723	155,373	220,432	200,603	196,440	196,440	196,440
110-1910-306480	STATE MANDATED COST	0	94,345	0	900	0	0	0	0	0
		337,353	507,819	491,053	476,905	535,590	342,486	498,840	480,840	317,840

GENERAL FUND (110)							2020-21	2021-22		
REVENUES							Adopted	Draft		
New Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Final Budget	Preliminary Budget	
SERVICE REVENUES										
110-2110-370501	LIVESCAN REVENUES	4,130	4,215	4,978	6,080	4,598	2,922	5,000	800	5,000
110-2110-370502	FALSE ALARMS	3,445	3,260	5,600	3,643	7,298	2,900	5,000	0	5,000
110-2110-370503	VEHICLE RELEASE	38,851	36,832	27,714	13,049	13,179	25,275	12,000	23,000	12,000
110-2110-370504	POLICE REPORTS	4,260	4,294	3,988	5,317	4,705	4,947	6,000	6,000	6,000
110-2110-370505	POLICE MISC REVENUE	6,388	2,808	2,196	6,442	5,761	1,550	6,000	2,000	6,000
110-2110-370507	ADMIN PROCESSING FEE	913	1,980	770	630	26	592	500	250	500
110-2110-370509	GUN STORAGE/RELEASE FEE	221	4,123	567	155	251	406	200	800	200
110-2110-370510	BICYCLE LICENSES	150	48	52	112	60	22	100	20	100
110-2160-376800	ANIMAL SHELTER FEES	10,675	9,986	9,647	6,729	7,595	10,562	6,000	7,000	6,000
110-1310-374100	ASSMT DIST. ADMIN CHARGES	52,000	51,712	51,725	52,000	52,000	52,500	52,000	52,000	52,000
110-7210-374100	PARKS SERVICE CHARGES	7,500	0	0	23,799	20,400	30,600	27,200	27,200	27,200
110-4140-372610	SPECIAL PUBLIC WORKS SERV	6,911	437	3,345	4,500	235	5,360	500	500	500
110-1310-372700	DEVELOPMENT SERVICE CHARGE	15,869	4,210	2,209	3,963	0	24	1,000	1,000	1,000
110-7210-350410	MISC. PARK RENTAL	1,935	1,940	3,960	4,169	1,470	2,045	3,000	3,000	3,000
110-1310-374110	BUSINESS LICENSE PROCESSING	12,342	33,125	31,833	29,637	28,558	30,554	31,000	31,000	31,000
110-1310-374120	MISCELLANEOUS	13,325	9,318	23,234	25,169	35,780	22,961	4,000	4,000	4,000
110-1310-374140	OAKDALE FIRE DISTRICT	0	0	0	0	2,435	12,305	12,200	12,200	12,200
110-1130-374501	NOTARY FEE	70	10	10	0	0	0	50	50	50
	STREET LIGHTS	0	0	0	0	0	0	0	0	0
110-1910-374500	BLOCK PARTY/SPECIAL EVENT	5,933	5,303	4,365	6,440	7,905	4,721	4,000	4,000	4,000
		184,918	173,601	176,193	191,834	192,256	210,246	175,750	174,820	175,750
		8,591,869	9,124,852	9,520,153	9,649,120	10,058,031	10,472,121	10,234,437	10,592,054	10,693,507
INTERFUND TRANSFERS IN										
110-1910-399115	MEASURE Y	1,261,729	2,188,202	1,702,900	2,194,322	1,984,078	1,964,785	2,116,768	2,116,768	2,451,200
110-2110-399203	SUPPLEMENTAL LAW ENFORCEMENT	50,000	50,000	49,995	49,992	49,992	49,992	50,000	50,000	50,000
110-2110-399205	TRAFFIC SAFETY	0	0	0	0	0	0	0	0	0
110-2110-399114	CANNABIS	0	0	0	0	0	0	100,000	250,000	100,000
110-2110-399214	SAFETY SALES TAX (PROP 172)	100,000	100,000	100,005	100,008	100,008	150,000	125,000	125,000	125,000
110-2110-399268	ABANDONED VEHICLE ABATE	6,587	7,782	6,883	7,611	7,349	5,850	10,000	10,000	10,000
110-2110-399292	PUBLIC SAFETY CFD 2007-1	30,000	30,000	99,998	75,000	75,000	140,000	135,000	135,000	120,000
110-2110-399631	DOWNTOWN PARKING	7,000	7,000	0	0	0	0	0	0	0
110-2210-399214	SAFETY SALES TAX (PROP 172)	60,000	60,000	60,000	60,000	60,000	100,000	80,000	80,000	80,000
110-2210-399291	FIRE SERVICES CFD 2003-1	170,000	140,000	190,000	190,000	190,000	280,000	300,000	300,000	260,000
110-2210-399292	PUBLIC SAFETY CFD 2007-1	30,000	30,000	99,998	75,000	75,000	120,000	120,000	120,000	120,000
110-1910-399535	PERS LIABILITY FUND	0	0	99,998	0	184,996	185,000	150,000	0	110,000
	GENERAL FUND - Consolidated Fire Depos	0	0	300,364	0	0	0	0	0	0
	GAS TAX	269,633	269,633	326,000	226,631	299,860	200,000	200,000	200,000	200,000
		1,984,949	2,882,617	3,036,141	2,978,564	3,026,283	3,195,627	3,386,768	3,386,768	3,626,200
TOTAL REVENUES		10,576,818	12,007,469	12,556,294	12,627,684	13,084,314	13,667,748	13,621,205	13,978,822	14,319,707

GENERAL FUND (110)

CITY COUNCIL		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
<i>Account #</i>	<i>Account/Description</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Budget</i>	<i>Projected</i>	<i>Budget</i>
SALARIES & BENEFITS										
110-1010-410005	SALARIES - PART-TIME	21,692	22,620	22,791	21,848	21,799	22,448	22,277	22,277	22,277
110-1010-414004	WORKERS COMPENSATION INS	805	972	893	918	1,149	942	936	936	936
110-1010-414004	SOCIAL SECURITY/MEDICARE	1,659	1,729	1,677	1,670	1,667	1,714	1,704	1,704	1,704
* SALARIES & BENEFITS		24,156	25,321	25,361	24,436	24,615	25,104	24,917	24,917	24,917
OPERATIONS & MAINTENANCE										
110-1010-416001	TRAVEL	0	0	0	0	0	0	0	0	0
110-1010-416004	CONFERENCES	2,190	579	620	2,104	4,302	0	2,300	2,300	2,300
110-1010-425011	ADVERTISING	0	145	707	0	0	0	0	0	0
110-1010-425003	CONTRACT SERVICES	0	10	0	0	0	0	0	0	0
110-1010-427001	OFFICE SUPPLIES	490	153	518	96	65	114	300	300	300
110-1010-427006	GENERAL SUPPLIES	326	6	204	125	393	60	500	500	500
110-1010-429000	POSTAGE	4	54	1	6	16	0	50	50	50
* OPERATIONS & MAINTENANCE		3,010	947	2,050	2,331	4,776	174	3,150	3,150	3,150
TOTAL		27,166	26,268	27,411	26,767	29,391	25,278	28,067	28,067	28,067

GENERAL FUND (110)

CITY MANAGER		2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted	2021-22	
								Final Budget	2020-21 Projected	Draft Preliminary Budget
Account #	Account/Description									
SALARIES & BENEFITS										
110-1110-410000	SALARIES	153,986	160,345	174,544	171,268	180,808	194,174	193,361	193,361	208,317
110-1110-410005	SALARIES - PART-TIME	11,796	8,226	0	0	0	0	0	0	2,016
110-1110-414001	RETIREMENT	18,348	26,869	30,393	30,972	31,480	31,657	38,593	38,593	41,826
110-1110-414002	HEALTH INSURANCE	11,558	16,543	18,568	18,249	18,645	19,921	19,535	19,535	19,895
110-1110-414003	WORKERS COMPENSATION INS	6,431	6,395	7,391	7,685	7,496	7,443	7,457	7,457	8,041
110-1110-414004	SOCIAL SECURITY/MEDICARE	3,023	2,989	2,367	3,615	2,485	2,798	2,574	2,574	2,776
110-1110-414005	LONG TERM DISABILITY INS.	1,090	1,247	1,277	1,267	817	806	762	762	374
110-1110-414006	STATE UNEMPLOYMENT	1,252	525	521	521	517	532	521	521	478
110-1110-414007	DEFERED COMPENSATION	11,235	12,018	12,716	12,458	13,269	13,763	13,300	13,300	13,300
110-1110-414008	LIFE INSURANCE	655	665	645	644	656	666	655	655	643
			0							
* SALARIES & BENEFITS		219,374	235,822	248,422	246,679	256,173	271,760	276,758	276,758	297,666
OPERATIONS & MAINTENANCE										
110-1110-416001	TRAVEL	757	2	230	1,048	1,162	1,483	2,000	2,000	2,000
110-1110-416002	TRAINING	550	292	50	1,175	1,723	605	1,750	1,750	1,750
110-1110-416005	MEMBERSHIPS	1,435	1,652	1,552	1,600	1,552	1,452	1,600	1,600	1,600
110-1110-425003	CONTRACT SERVICES	126	577	114	39	33	0	500	500	500
110-1110-427001	OFFICE SUPPLIES	2,074	1,998	1,046	1,524	1,167	403	1,500	1,500	1,500
110-1110-429000	POSTAGE	116	180	50	45	23	1	175	175	175
* OPERATIONS & MAINTENANCE		5,058	4,701	3,042	5,431	5,660	3,944	7,525	7,525	7,525
INTER DEPARTMENTAL CHARGES										
110-1110-480006	INFORMATION TECH CHARGE	0	0	0	0	0	0	500	500	500
* INTER DEPARTMENTAL CHARGES		0	0	0	0	0	0	500	500	500
TOTAL		224,432	240,523	251,464	252,110	261,833	275,704	284,783	284,783	305,691

GENERAL FUND (110)

HUMAN RESOURCES		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
110-1120-41000	SALARIES	0	28,794	33,238	36,113	44,306	50,549	58,877	58,877	59,164
110-1120-414001	RETIREMENT	0	2,308	2,484	2,531	3,047	2,964	3,348	3,348	3,364
110-1120-414002	HEALTH INSURANCE	0	5,837	6,470	6,727	8,278	8,499	8,459	8,459	8,616
110-1120-414003	WORKERS COMPENSATION INS	0	1,360	1,245	1,564	1,847	1,965	2,297	2,297	2,283
110-1120-414004	SOCIAL SECURITY/MEDICARE	0	354	393	465	642	679	793	793	788
110-1120-414005	LONG TERM DISABILITY INS.	0	225	226	282	343	365	351	351	156
110-1120-414006	STATE UNEMPLOYMENT	0	434	217	434	217	217	217	217	199
110-1120-414008	INSURANCE	0	90	87	103	109	110	109	109	97
* SALARIES & BENEFITS		0	39,402	44,360	48,219	58,789	65,348	74,451	74,451	74,667
OPERATIONS & MAINTENANCE										
110-1120-416001	TRAVEL	0	0	682	394	566	49	650	650	650
110-1120-416002	TRAINING	0	0	1,181	428	1,957	1,461	1,840	1,840	1,840
110-1120-416005	MEMBERSHIPS	0	0	503	363	498	80	884	884	884
110-1120-425003	CONTRACT SERVICES	26,504	14,516	2,927	2,954	750	969	1,000	1,000	1,000
110-1120-427001	OFFICE SUPPLIES	0	1,837	1,412	1,866	1,405	1,062	1,500	1,500	1,500
110-1120-429000	POSTAGE	0	0	58	35	26	18	100	100	100
* OPERATIONS & MAINTENANCE		26,504	16,353	6,763	6,040	5,202	3,639	5,974	5,974	5,974
INTER DEPARTMENTAL CHARGES										
110-1120-480006	INFORMATION TECH CHARGE	0	0	0	0	0	0	0	0	500
* INTER DEPARTMENTAL CHARGES		0	0	0	0	0	0	0	0	500
TOTAL		26,504	55,755	51,123	54,259	63,991	68,987	80,425	80,425	81,141

GENERAL FUND (110)

CITY CLERK							2020-21 Adopted	2021-22 Draft		
Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Final Budget	2020-21 Projected	2021-22 Preliminary Budget
SALARIES & BENEFITS										
110-1130-410000	SALARIES	88,323	94,604	99,139	95,952	99,473	101,079	107,414	107,414	111,618
110-1130-410008	RETIREE HEALTH INSURANCE	12,000	0	0	0	0	0	0	0	0
110-1130-410005	SALARIES - PART-TIME	2,115	2,345	2,455	2,354	2,400	2,419	2,400	2,400	2,400
110-1130-410013	CONTRACT EMPL. SALARIES	0	0	0	3,869	6,022	0	0	0	0
110-1130-414001	RETIREMENT	21,273	44,872	48,908	49,670	49,098	49,549	65,955	65,955	73,706
110-1130-414002	HEALTH INSURANCE	321	11,725	13,284	13,314	13,877	11,851	11,761	11,761	11,760
110-1130-414003	WORKERS COMPENSATION INS	3,406	3,697	3,977	4,136	4,338	3,875	3,921	3,921	4,322
110-1130-414004	SOCIAL SECURITY/MEDICARE	1,253	1,456	1,408	1,396	1,404	1,564	1,502	1,502	1,641
110-1130-414005	LONG TERM DISABILITY INS.	687	730	723	734	849	701	702	702	312
110-1130-414006	STATE UNEMPLOYMENT	434	434	434	434	478	434	434	434	399
110-1130-414008	LIFE INSURANCE	218	222	215	214	269	220	218	218	195
* SALARIES & BENEFITS		130,030	160,085	170,543	172,073	178,208	171,692	194,307	194,307	206,353
OPERATIONS & MAINTENANCE										
110-1130-416002	TRAINING	1,157	326	1,268	535	1,594	1,765	1,650	1,650	4,100
110-1130-416005	MEMBERSHIPS	182	434	0	0	255	348	265	265	660
110-1130-425003	CONTRACT SERVICES	106	6,613	4,513	5,967	3,474	6,192	2,500	2,500	6,000
110-1130-425009	TECHNOLOGY SUPPORT	0	0	0	0	0	0	0	0	0
110-1130-425011	ADVERTISING	2,215	3,128	1,882	2,424	2,776	1,415	3,000	3,000	3,000
110-1130-425013	ELECTION EXPENSE	12,362	0	38	0	29,773	90,561	30,000	45,780	0
110-1130-427001	OFFICE SUPPLIES	4,494	5,066	1,599	6,205	2,788	2,133	2,500	2,500	2,500
110-1130-429000	POSTAGE	129	153	168	115	225	231	300	300	300
* OPERATIONS & MAINTENANCE		20,645	15,720	9,468	15,246	40,885	102,645	40,215	55,995	16,560
CAPITAL OUTLAY										
110-1130-441006	COMPUTER & RELATED EQUIP	0	0	0	0	0	0	0	0	0
110-1130-441007	OFFICE FURNITURE	2,963	3,165	3,739	0	0	0	0	0	0
* CAPITAL OUTLAY		2,963	3,165	3,739	0	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
110-1110-480006	INFORMATION TECH CHARGE	0	0	0	0	0	0	150	150	500
* INTER DEPARTMENTAL CHARGES		0	0	0	0	0	0	150	150	500
TOTAL		153,638	178,970	183,750	187,319	219,093	274,337	234,672	250,452	223,413

GENERAL FUND (110)

FINANCE								2020-21 Adopted		2021-22 Draft
Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	Final Budget	2020-21 Projected	Preliminary Budget
SALARIES & BENEFITS										
110-1310-410000	SALARIES	82,793	97,902	85,519	100,243	109,516	109,594	118,000	118,000	125,439
110-1310-414001	RETIREMENT	15,734	33,609	32,508	36,443	36,912	36,817	51,886	51,886	56,962
110-1310-414002	HEALTH INSURANCE	15,212	15,299	13,222	16,459	16,225	15,106	13,493	13,493	15,215
110-1310-414003	WORKERS COMPENSATION INS	3,385	4,365	3,427	4,312	4,374	4,201	4,337	4,337	4,802
110-1310-414004	SOCIAL SECURITY/MEDICARE	1,034	1,240	1,037	1,335	1,514	1,456	1,498	1,498	1,657
110-1310-414005	LONG TERM DISABILITY INS.	625	681	543	695	619	601	667	667	296
110-1310-414006	STATE UNEMPLOYMENT	412	477	451	465	899	468	412	412	439
110-1310-414007	DEFERED COMPENSATION	2,639	2,692	2,541	2,403	2,704	2,804	3,226	3,226	3,323
110-1310-414008	LIFE INSURANCE	411	420	343	402	406	401	418	418	416
* SALARIES & BENEFITS		122,245	156,685	139,591	162,757	173,169	171,448	193,937	193,937	208,549
OPERATIONS & MAINTENANCE										
110-1310-416002	TRAINING	0	831	187	0	44	0	500	500	500
110-1310-416005	MEMBERSHIPS	226	238	242	343	154	195	300	300	300
110-1310-425002	AUDIT	7,000	7,975	7,325	10,080	7,051	6,844	7,500	7,500	7,500
110-1310-425003	CONTRACT SERVICES	2,475	2,878	4,502	15,597	13,204	4,341	16,795	16,795	23,000
110-1310-425012	SOFTWARE	20,125	17,033	19,101	19,101	21,691	20,100	23,000	23,000	23,000
110-1310-425019	BANK/CC SERVICE CHARGES	397	609	3,057	2,541	5,143	5,868	5,400	5,400	5,400
110-1310-427001	OFFICE SUPPLIES	647	992	129	1,172	1,023	1,017	1,000	1,000	1,000
110-1310-427006	GENERAL SUPPLIES	(210)	834	3,053	2,666	1,119	967	1,000	1,000	1,000
110-1310-429000	POSTAGE	2,771	3,041	1,995	1,383	1,391	1,342	1,600	1,600	1,600
* OPERATIONS & MAINTENANCE		33,431	34,431	39,591	52,883	50,820	40,674	57,095	57,095	63,300
TOTAL		155,676	191,116	179,182	215,640	223,989	212,122	251,032	251,032	271,849

GENERAL FUND (110)**CITY TREASURER**

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
SALARIES & BENEFITS										
110-1320-410005	SALARIES - PART-TIME	960	978	985	945	963	970	963	963	963
110-1320-414003	WORKERS COMPENSATION INS	36	42	39	40	40	11	40	40	40
110-1320-414004	SOCIAL SECURITY/MEDICARE	74	75	73	72	74	74	74	74	74
* SALARIES & BENEFITS		1,070	1,095	1,097	1,057	1,077	1,055	1,077	1,077	1,077
TOTAL		1,070	1,095	1,097	1,057	1,077	1,055	1,077	1,077	1,077

GENERAL FUND (110)

CITY ATTORNEY								2020-21 Adopted		2021-22 Draft
Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	Final Budget	2020-21 Projected	Preliminary Budget
SALARIES & BENEFITS										
110-1610-410000	SALARIES	0	0	0	0	0	0	0	0	0
110-1610-414001	RETIREMENT	0	0	0	0	0	0	0	0	0
110-1610-414003	WORKERS COMPENSATION INS	0	0	0	0	0	0	0	0	0
110-1610-414004	SOCIAL SECURITY/MEDICARE	0	0	0	0	0	0	0	0	0
110-1610-414006	STATE UNEMPLOYMENT	0	0	0	0	0	0	0	0	0
110-1610-414008	LIFE INSURANCE	0	0	0	0	0	0	0	0	0
* SALARIES & BENEFITS		0	0	0	0	0	0	0	0	0
OPERATIONS & MAINTENANCE										
110-1610-425003	CONTRACT SERVICES	112,522	116,103	164,505	68,916	82,685	114,199	100,000	100,000	100,000
* OPERATIONS & MAINTENANCE		112,522	116,103	164,505	68,916	82,685	114,199	100,000	100,000	100,000
TOTAL		112,522	116,103	164,505	68,916	82,685	114,199	100,000	100,000	100,000

GENERAL FUND (110)

GENERAL GOVERNMENT								2020-21 Adopted	2021-22 Draft	
Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	Final Budget	2020-21 Projected	Preliminary Budget
SALARIES & BENEFITS										
110-1910-414001	RETIREMENT	88,959	93,048	94,710	96,403	98,975	102,503	105,252	105,252	107,143
110-1910-414002	HEALTH INSURANCE	13,906	0	0	0	0	0	0	0	0
* SALARIES & BENEFITS		102,865	93,048	94,710	96,403	98,975	102,503	105,252	105,252	107,143
OPERATIONS & MAINTENANCE										
110-1910-415000	LIABILITY INSURANCE	124,404	106,857	116,038	117,057	124,017	130,013	123,810	184,526	185,000
110-1910-416005	MEMBERSHIPS	26,151	26,264	29,602	38,557	38,830	39,252	39,500	39,500	39,500
110-1910-420001	ELECTRIC	19,463	23,051	23,641	41,345	40,674	44,825	32,000	32,000	32,000
110-1910-420002	GAS	916	753	1,815	4,836	8,008	6,803	4,000	4,000	4,000
110-1910-420003	TELEPHONE	7,030	7,059	6,091	2,910	2,891	2,934	7,500	7,500	7,500
110-1910-423000	LEASES	6,267	6,721	11,100	8,541	10,023	5,918	10,100	10,100	10,100
110-1910-425003	CONTRACT SERVICES	13,779	40,210	20,794	13,083	7,122	20,816	18,000	18,000	18,000
110-1910-480006	TECHNOLOGY SUPPORT	3,117	0	0	0	0	0	0	0	0
110-1910-480006	SOFTWARE	3,906	0	0	0	0	0	0	0	0
110-1910-427001	OFFICE SUPPLIES	59	239	1,175	291	1,316	0	1,800	1,800	1,800
110-1910-427006	GENERAL SUPPLIES	7,677	7,515	5,415	4,388	1,878	2,380	4,700	4,700	4,700
110-1910-427022	FUEL & OIL	425	331	188	288	124	492	600	600	600
110-1910-429000	POSTAGE	3,145	2,757	1,156	227	283	323	1,500	1,500	1,500
110-1910-434000	SAFETY PROGRAMS	0	0	0	0	1,472	1,847	2,000	2,000	2,000
110-1910-436001	INSURANCE CLAIMS	750	2,187	0	0	0	0	1,200	1,200	1,200
110-1910-437001	COVID-19 EXPENSES	0	0	0	0	0	25,958	10,000	10,000	0
* OPERATIONS & MAINTENANCE		217,089	223,944	217,015	231,523	236,638	281,561	256,710	317,426	307,900
CAPITAL OUTLAY										
110-1910-480006	COMPUTER EQUIPMENT	1,588	0	0	0	0	0	0	0	0
	OLD DUMP SITE REMEDIATION	0	68,811	0	0	0	0	0	0	0
* CAPITAL OUTLAY		1,588	68,811	0	0	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
110-1910-480004	RISK MANAGEMENT CHARGE	63,512	63,512	63,512	63,512	63,512	63,512	63,512	63,512	63,512
110-1910-480005	EMPLOYEE LIABILITY CHARGE	19,848	19,848	19,848	19,848	19,848	19,848	19,848	19,848	19,848
110-1910-480006	INFORMATION TECH CHARGE	19,848	39,564	39,848	70,000	50,000	50,000	50,000	50,000	50,000
110-1910-480007	VEHICLE REPLACEMENT CHARGE	31,755	31,755	31,755	31,755	31,755	31,755	31,755	31,755	31,755
* INTER DEPARTMENTAL CHARGES		134,963	154,679	154,963	185,115	165,115	165,115	165,115	165,115	165,115
TOTAL		456,505	540,482	466,688	513,041	500,728	549,179	527,077	587,793	580,158

GENERAL FUND (110)

POLICE - ADMINISTRATION		2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted	2020-21 Projected	2021-22 Draft
								Final Budget		Preliminary Budget
Account #	Account/Description									
SALARIES & BENEFITS										
110-2110-410000	SALARIES	262,183	250,078	267,791	233,718	213,135	248,727	255,295	255,295	261,985
110-2110-410008	RETIREES (INS REIMB)	11,694	0	0	0	0	0	0	0	0
110-2110-410007	OVERTIME SALARIES	5,636	153	0	0	0	5	0	0	0
110-2110-410005	SALARIES - PART-TIME	24,261	31,996	34,378	33,296	33,640	41,339	42,615	42,615	60,770
110-2110-414001	RETIREMENT	114,053	138,563	71,023	61,509	50,510	32,165	39,863	39,863	37,920
110-2110-414002	HEALTH INSURANCE	20,978	23,548	27,860	26,692	24,213	28,650	28,679	28,679	28,992
110-2110-414003	WORKERS COMPENSATION INS	31,293	30,980	29,905	28,184	27,592	27,725	30,346	30,346	13,642
110-2110-414004	SOCIAL SECURITY/MEDICARE	6,035	7,264	9,195	6,000	5,809	6,767	5,748	5,748	8,258
110-2110-414005	LONG TERM DISABILITY INS.	1,997	1,997	1,654	1,870	1,132	1,274	1,346	1,346	624
110-2110-414006	STATE UNEMPLOYMENT	2,122	2,616	2,334	1,751	2,258	2,503	1,736	1,736	1,995
110-2110-414007	DEFERED COMPENSATION	0	0	9,892	13,821	14,377	16,615	18,102	18,102	17,542
110-2110-414008	LIFE INSURANCE	952	956	578	887	837	906	905	905	881
* SALARIES & BENEFITS		481,204	488,151	454,610	407,728	373,503	406,676	424,635	424,635	432,609
OPERATIONS & MAINTENANCE										
110-2110-416002	TRAINING	10,938	15,664	19,059	12,168	12,494	5,615	15,000	15,000	15,000
110-2110-416003	POST TRAINING	14,992	13,930	25,074	30,690	37,541	27,496	38,000	38,000	38,000
110-2110-416005	MEMBERSHIPS	661	285	1,209	1,810	1,358	505	3,000	3,000	3,000
110-2110-420003	TELEPHONE	37,624	35,171	33,408	26,180	50,016	49,159	52,000	52,000	52,000
110-2110-420004	CELL PHONES & PAGERS	12,040	11,381	15,315	13,348	19,091	19,932	24,000	24,000	24,000
110-2110-423000	LEASES	7,079	7,842	9,900	9,889	8,441	10,551	10,000	10,000	10,000
110-2110-423001	LEASE - BUILDINGS	0	0	0	0	0	4,860	10,000	10,000	10,000
110-2110-424003	VEHICLES MAINTENANCE	34,405	67,598	39,996	43,635	45,781	41,135	40,000	40,000	40,000
110-2110-424004	RADIOS MAINTENANCE	6,277	4,019	2,945	11,114	12,479	7,894	15,000	15,000	15,000
110-2110-425003	CONTRACT SERVICES	24,289	23,168	60,895	107,518	161,060	73,986	90,000	90,000	80,000
110-2110-425006	RECRUITMENT COSTS	7,625	7,936	11,117	19,482	40,257	30,745	30,000	30,000	30,000
110-2110-425007	TASK FORCE	44,522	5,474	11,890	3,556	26,219	15,000	15,000	15,000	15,000
110-2110-425011	ADVERTISING	778	0	442	16	745	195	1,000	1,000	1,000
110-2110-425019	BANK/CC SERVICE CHARGES	511	607	459	465	1,642	2,225	2,400	2,400	2,400
110-2110-427001	OFFICE SUPPLIES	13,453	11,727	10,962	9,875	16,581	16,229	16,000	16,000	16,000
110-2110-427004	GENERAL SUPPLIES	20,703	32,126	38,033	28,443	49,439	36,015	30,000	30,000	30,000
110-2110-427022	FUEL & OIL	58,315	51,453	47,087	54,737	56,164	66,857	58,000	58,000	58,000
110-2110-427027	C.A.P.S. PROGRAM EXPENSE	1,281	4,796	4,733	5,015	148	1,619	3,000	3,000	3,000
110-2110-429000	POSTAGE	4,543	3,539	4,152	2,990	3,633	4,665	5,000	5,000	5,000
* OPERATIONS & MAINTENANCE		300,036	296,716	336,676	380,931	543,089	414,683	457,400	457,400	447,400
CAPITAL OUTLAY										
110-2110-441005	MACHINERY AND EQUIPMENT	24,573	20,449	15,075	16,458	0	0	0	0	0
110-2110-441006	COMPUTER AND RELATED EQUI	6,441	7,074	3,211	5,204	0	0	0	0	0
* CAPITAL OUTLAY		31,014	27,523	18,286	21,662	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
110-2110-441012	EQUIPMENT REPLACEMENT PROGRAM	0	0	0	250,000	23,500	26,500	26,500	26,500	26,500
110-2110-480003	FACILITY MAINTENANCE CHARGE	23,700	27,700	27,700	31,855	31,855	31,855	31,855	31,855	35,355
110-2110-480006	INFORMATION TECH CHARGE	48,224	40,000	40,000	50,000	50,000	50,000	50,000	50,000	90,000
* INTER DEPARTMENTAL CHARGES		71,924	67,700	67,700	331,855	105,355	108,355	108,355	108,355	151,855
TOTAL		884,178	880,090	877,272	1,142,176	1,021,947	929,714	990,390	990,390	1,031,864

GENERAL FUND (110)

POLICE - DISPATCH		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SALARIES & BENEFITS										
110-2120-410000	SALARIES	271,119	319,664	338,091	380,591	389,875	308,907	421,031	421,031	446,152
110-2120-410005	SALARIES - PART-TIME	47,619	34,156	31,082	25,572	42,105	101,188	26,000	26,000	40,890
110-2120-410007	OVERTIME SALARIES	17,900	23,204	33,882	14,086	37,140	34,970	18,000	18,000	18,000
110-2120-410013	CONTRACT EMPL. SALARIES	0	0	0	0	68,500	0	0	0	0
110-2120-414001	RETIREMENT	33,833	54,484	56,410	62,256	64,759	62,329	102,150	102,150	112,622
110-2120-414002	HEALTH INSURANCE	56,681	87,673	83,937	90,745	91,458	72,638	94,028	94,028	95,967
110-2120-414003	WORKERS COMPENSATION INS	12,034	16,253	15,355	16,852	18,336	18,512	34,861	34,861	19,338
110-2120-414004	SOCIAL SECURITY/MEDICARE	5,811	7,925	8,126	7,389	9,633	10,208	8,420	8,420	7,587
110-2120-414005	LONG TERM DISABILITY INS.	1,541	1,775	1,580	1,749	1,623	1,446	1,832	1,832	1,794
110-2120-414006	STATE UNEMPLOYMENT	5,162	5,886	4,715	4,984	6,188	5,130	5,354	5,354	4,257
110-2120-414008	LIFE INSURANCE	395	479	423	480	480	374	488	488	478
* SALARIES & BENEFITS		452,095	551,499	573,601	604,704	730,097	615,702	712,164	712,164	747,085
TOTAL		452,095	551,499	573,601	604,704	730,097	615,702	712,164	712,164	747,085

GENERAL FUND (110)

POLICE - SPECIAL SERVICES		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
110-2130-410000	SALARIES	109,004	210,008	209,775	214,893	152,678	144,279	157,120	157,120	142,438
110-2130-410007	OVERTIME SALARIES	1,793	12,773	14,029	11,321	15,648	8,028	13,000	13,000	13,000
110-2130-414001	RETIREMENT	37,098	107,826	108,761	107,545	96,839	88,664	59,628	59,628	64,896
110-2130-414002	HEALTH INSURANCE	24,478	37,795	38,296	32,608	31,875	30,135	27,021	27,021	21,672
110-2130-414003	WORKERS COMPENSATION INS	15,030	32,276	30,144	28,665	22,030	18,600	19,946	19,946	19,403
110-2130-414004	SOCIAL SECURITY/MEDICARE	1,507	2,898	2,889	3,108	2,150	2,046	2,080	2,080	2,024
110-2130-414005	LONG TERM DISABILITY INS.	480	655	581	527	468	476	468	468	439
110-2130-414006	STATE UNEMPLOYMENT	868	1,215	1,215	1,215	868	926	868	868	748
110-2130-414008	LIFE INSURANCE	120	177	163	147	125	123	125	125	117
* SALARIES & BENEFITS		190,378	405,623	405,853	400,029	322,681	293,277	280,256	280,256	264,737
OPERATIONS & MAINTENANCE										
110-2130-427023	EVIDENCE COSTS	1,872	3,377	2,988	1,983	15,773	5,798	10,000	10,000	10,000
110-2130-427024	D.A.R.E.	0	0	0	1,190	146	0	1,500	1,500	1,500
110-2130-427028	INVESTIGATION EXPENSE	110	37	504	822	715	1,907	1,000	1,000	1,000
* OPERATIONS & MAINTENANCE		1,982	3,414	3,492	3,995	16,634	7,705	12,500	12,500	12,500
TOTAL		192,360	409,037	409,345	404,024	339,315	300,982	292,756	292,756	277,237

GENERAL FUND (110)

POLICE - FIELD SERVICES		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
110-2140-410000	SALARIES	1,154,628	1,377,203	1,400,558	1,380,291	1,388,115	1,570,156	1,768,923	1,768,923	1,674,658
110-2140-410005	SALARIES - PART-TIME	64,782	54,908	55,078	63,044	85,697	77,415	67,522	67,522	60,791
110-2140-410007	OVERTIME SALARIES	159,038	175,881	181,069	163,233	340,754	277,874	200,000	200,000	200,000
110-2140-410008	RETIREES (INS REIMB)	0	0	0	0	0	0	0	0	0
110-2140-414001	RETIREMENT	418,664	554,729	524,024	622,142	703,603	679,153	1,188,232	1,188,232	1,219,590
110-2140-414002	HEALTH INSURANCE	188,407	248,587	259,357	242,657	250,838	274,946	283,299	283,299	281,909
110-2140-414003	WORKERS COMPENSATION INS	167,869	231,079	218,356	233,404	231,636	240,840	236,211	236,211	198,183
110-2140-414004	SOCIAL SECURITY/MEDICARE	22,052	25,738	24,735	25,545	29,336	27,376	27,119	27,119	25,909
110-2140-414005	LONG TERM DISABILITY INS.	4,472	4,991	4,711	4,698	4,800	5,456	4,734	4,734	5,020
110-2140-414006	STATE UNEMPLOYMENT	9,907	11,038	10,442	10,175	11,177	11,683	11,632	11,632	9,157
110-2140-414008	LIFE INSURANCE	1,171	1,329	1,231	1,264	1,262	1,402	1,494	1,494	1,507
* SALARIES & BENEFITS		<u>2,190,990</u>	<u>2,685,483</u>	<u>2,679,561</u>	<u>2,746,453</u>	<u>3,047,218</u>	<u>3,166,301</u>	<u>3,789,166</u>	<u>3,789,166</u>	<u>3,676,724</u>
OPERATIONS & MAINTENANCE										
110-2140-427010	RANGE SUPPLIES	7,535	10,691	18,471	22,490	20,083	8,088	24,000	24,000	24,000
110-2140-427025	BIKE PATROL COSTS	166	54	0	2,217	2,655	0	2,500	2,500	2,500
* OPERATIONS & MAINTENANCE		<u>7,701</u>	<u>10,745</u>	<u>18,471</u>	<u>24,707</u>	<u>22,738</u>	<u>8,088</u>	<u>26,500</u>	<u>26,500</u>	<u>26,500</u>
TOTAL		<u>2,198,691</u>	<u>2,696,228</u>	<u>2,698,032</u>	<u>2,771,160</u>	<u>3,069,956</u>	<u>3,174,389</u>	<u>3,815,666</u>	<u>3,815,666</u>	<u>3,703,224</u>

GENERAL FUND (110)

							2020-21			2021-22
							Adopted			Draft
Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary
								Budget		Budget
SALARIES & BENEFITS										
110-2160-410000	SALARIES	51,812	54,511	58,772	66,202	50,637	52,949	59,113	59,113	61,304
110-2160-410005	SALARIES - PART-TIME	12,945	15,138	14,245	12,198	14,830	17,401	20,181	20,181	24,534
110-2160-410007	OVERTIME SALARIES	4,860	4,506	3,887	3,458	4,531	5,169	4,000	4,000	4,000
110-2160-414001	RETIREMENT	9,983	15,526	17,698	12,851	4,465	4,039	5,290	5,290	5,491
110-2160-414002	HEALTH INSURANCE	11,086	11,592	12,214	11,780	10,264	10,208	11,172	11,172	7,502
110-2160-414003	WORKERS COMPENSATION INS	8,558	10,886	10,777	11,202	8,821	9,838	9,382	9,382	11,210
110-2160-414004	SOCIAL SECURITY/MEDICARE	949	1,090	1,452	1,337	1,868	1,440	1,618	1,618	1,608
110-2160-414005	LONG TERM DISABILITY INS.	249	246	242	224	203	203	222	222	149
110-2160-414006	STATE UNEMPLOYMENT	798	747	919	724	804	856	846	846	454
110-2160-414008	LIFE INSURANCE	66	66	64	65	54	54	59	59	40
* SALARIES & BENEFITS		101,306	114,308	120,270	120,041	96,477	102,157	111,883	111,883	116,292
OPERATIONS & MAINTENANCE										
110-2160-416002	TRAINING	0	0	1,152	0	24	2,157	2,200	2,200	2,200
110-2160-420001	ELECTRIC	9,126	12,278	12,836	428	9,443	11,771	12,000	12,000	12,000
110-2160-425003	CONTRACT SERVICES	9,096	13,404	21,951	12,099	11,382	20,424	11,850	11,850	11,850
110-2160-425019	BANK/CC SERVICE CHARGES	522	526	583	571	1,431	1,744	1,600	1,600	1,600
110-2160-427001	OFFICE SUPPLIES	1,063	948	593	1,317	385	224	800	800	800
110-2160-427006	GENERAL SUPPLIES	5,215	14,145	7,698	9,881	5,531	3,143	8,000	8,000	8,000
110-2160-427022	FUEL & OIL	3,497	2,298	2,355	2,799	3,308	2,476	3,000	3,000	3,000
* OPERATIONS & MAINTENANCE		28,519	43,599	47,168	27,095	31,504	41,939	39,450	39,450	39,450
INTER DEPARTMENTAL CHARGES										
110-2160-480003	FACILITY MAINTENANCE CHARGE	3,836	4,000	4,000	4,400	4,400	4,400	4,400	4,400	5,900
110-2160-480006	INFORMATION TECH CHARGE	0	0	0	0	0	0	0	0	750
* INTER DEPARTMENTAL CHARGES		3,836	4,000	4,000	4,400	4,400	4,400	4,400	4,400	6,650
TOTAL		133,661	161,907	171,438	151,536	132,381	148,496	155,733	155,733	162,392

GENERAL FUND (110)

								2020-21	2021-22	
								Adopted	Draft	
								Final	2020-21	Preliminary
Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Budget	Projected	Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
110-2161-410000	SALARIES	33,128	31,918	35,003	30,682	75,490	73,732	84,379	84,379	75,544
110-2161-410005	SALARIES - PART-TIME	51,147	49,671	50,212	44,445	17,842	17,401	20,181	20,181	24,534
110-2161-410007	OVERTIME SALARIES	2,907	2,551	3,532	4,116	6,355	10,922	4,000	4,000	8,000
110-2161-414001	RETIREMENT	13,125	22,204	24,547	22,306	13,719	13,077	13,213	13,213	14,521
110-2161-414002	HEALTH INSURANCE	5,448	6,004	6,843	6,198	17,823	17,502	16,452	16,452	17,426
110-2161-414003	WORKERS COMPENSATION INS	7,880	9,157	8,132	8,426	10,252	9,826	11,677	11,677	8,047
110-2161-414004	SOCIAL SECURITY/MEDICARE	2,732	1,085	1,355	1,170	2,308	1,659	1,944	1,944	1,754
110-2161-414005	LONG TERM DISABILITY INS.	109	112	108	98	352	325	348	348	319
110-2161-414006	STATE UNEMPLOYMENT	856	890	1,107	1,083	1,526	1,171	1,002	1,002	743
110-2161-414008	LIFE INSURANCE	28	31	30	27	89	86	96	96	85
* SALARIES & BENEFITS		117,360	123,623	130,869	118,551	145,756	145,701	153,292	153,292	150,973
OPERATIONS & MAINTENANCE										
110-2110-416002	TRAINING	0	0	0	0	0	1,407	1,163	1,163	1,163
110-2161-424001	BUILDINGS MAINTENANCE	0	0	0	0	0	0	500	500	500
110-2161-425003	CONTRACT SERVICES	15,596	13,778	22,513	12,174	26,356	24,710	27,210	27,210	27,210
110-2161-425019	BANK/CC SERVICE CHARGES	522	526	583	573	1,431	1,744	1,600	1,600	1,600
110-2161-427001	OFFICE SUPPLIES	561	394	477	1,317	385	224	3,864	3,864	3,864
110-2161-427006	GENERAL SUPPLIES	13,346	10,230	2,432	8,512	5,529	2,740	15,548	15,548	15,548
110-2161-427022	FUEL & OIL	6,905	2,514	6,262	2,750	3,960	6,024	7,800	7,800	7,800
* OPERATIONS & MAINTENANCE		36,930	27,442	32,267	25,326	37,661	36,849	57,685	57,685	57,685
INTER DEPARTMENTAL CHARGES										
110-2161-480003	FACILITY MAINTENANCE CHARGE	0	0	0	0	0	2,500	2,500	2,500	5,900
110-2161-480006	INFORMATION TECH CHARGE	0	0	0	0	0	0	0	0	750
* INTER DEPARTMENTAL CHARGES		0	0	0	0	0	2,500	2,500	2,500	6,650
TOTAL		154,290	151,065	163,136	143,877	183,417	185,050	213,477	213,477	215,308

GENERAL FUND (110)

CROSSING GUARDS		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
110-2180-410005	PART TIME	13,046	9,717	11,617	9,577	11,868	8,818	14,872	0	12,408
110-2180-414003	WORKERS COMPENSATION INS	942	760	813	776	961	714	1,205	0	1,005
110-2180-414004	SOCIAL SECURITY/MEDICARE	998	743	867	733	908	675	1,137	0	949
110-2180-414006	STATE UNEMPLOYMENT	809	603	702	594	736	547	861	0	707
* SALARIES & BENEFITS		15,795	11,823	13,999	11,680	14,473	10,754	18,075	0	15,069
OPERATIONS & MAINTENANCE										
110-2180-427006	GENERAL SUPPLIES	0	0	0	847	0	0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	847	0	0	0	0	0
TOTAL		15,795	11,823	13,999	12,527	14,473	10,754	18,075	0	15,069

GENERAL FUND (110)

FIRE DEPARTMENT		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SALARIES & BENEFITS										
110-2210-410000	SALARIES	194,927	0	0	0	0	0	0	0	0
110-2210-410005	PART TIME	0	0	0	0	18,020	0	0	0	0
110-2210-410000	ADMINISTRATION	25,857	0	0	0	0	0	0	0	0
110-2210-410008	RETIREEES (INS REIMB)	43,009	10,800	11,100	13,200	14,400	14,400	14,400	14,400	14,400
110-2210-410007	OVERTIME SALARIES	28,122	0	0	0	0	0	0	0	0
110-2210-410007	OVERTIME - CAL FIRE	0	0	0	0	0	0	0	0	0
110-2210-414001	RETIREMENT	177,698	324,948	358,616	438,993	510,035	510,035	581,077	581,077	671,952
110-2210-414002	HEALTH INSURANCE	13,801	0	0	0	0	0	0	0	0
110-2210-414003	WORKERS COMPENSATION INS	14,912	0	0	0	757	0	0	0	0
110-2210-414004	SOCIAL SECURITY/MEDICARE	3,231	0	0	0	1,117	261	0	0	0
110-2210-414005	LONG TERM DISABILITY INS.	256	0	0	0	0	0	0	0	0
110-2210-414006	STATE UNEMPLOYMENT	0	0	0	0	434	0	0	0	0
110-2210-414008	LIFE INSURANCE	169	0	0	0	0	0	0	0	0
* SALARIES & BENEFITS		501,982	335,748	369,716	452,193	544,763	524,696	595,477	595,477	686,352
OPERATIONS & MAINTENANCE										
110-2210-416002	TRAINING	500	0	0	0	0	0	0	0	0
110-2210-416004	CONFERENCE	134	0	0	0	0	0	0	0	0
110-2210-416005	MEMBERSHIPS	100	0	0	0	0	0	0	0	0
110-2210-420001	ELECTRIC	8,260	0	0	0	0	0	0	0	0
110-2210-420002	GAS	243	0	0	0	0	0	0	0	0
110-2210-420003	TELEPHONE	3,968	0	0	0	0	0	0	0	0
110-2210-420004	CELL PHONES & PAGERS	(194)	0	0	0	0	0	0	0	0
110-2210-423000	LEASES	425	0	0	0	0	0	0	0	0
110-2210-424001	BUILDINGS MAINTENANCE	890	2,295	6,204	1,199	976	0	5,000	5,000	5,000
110-2210-424003	VEHICLES MAINTENANCE	4,049	0	0	0	0	5,416	8,000	8,000	8,000
110-2210-425003	CONTRACT SERVICES	31,120	32,044	63,572	78,423	75,714	86,522	99,920	99,920	99,920
110-2210-425006	RESERVE RECRUITMENT & RETAIN	425	0	0	0	0	0	0	0	0
110-2210-425009	TECHNOLOGY SUPPORT	2,629	0	0	0	0	0	0	0	0
110-2210-425030	FIRE SERVICES CONTRACT	1,501,820	1,760,481	1,754,640	2,157,526	2,232,609	2,630,610	2,794,165	2,794,165	2,898,690
110-2210-427022	FUEL & OIL	6,422	0	0	0	0	0	0	0	0
110-2210-427001	OFFICE SUPPLIES	924	0	0	0	0	0	0	0	0
110-2210-427006	GENERAL SUPPLIES	1,612	0	0	0	0	0	0	0	0
110-2210-427009	WEED ABATEMENT	7,015	5,355	7,930	5,333	2,775	6,611	8,000	8,000	8,000
110-2210-429000	POSTAGE	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		1,570,342	1,800,175	1,832,346	2,242,481	2,312,074	2,729,159	2,915,085	2,915,085	3,019,610
CAPITAL OUTLAY										
110-2210-441012	EQUIPMENT REPLACEMENT PROGRAM	100,000	200,000	300,000	450,000	400,000	100,000	100,000	100,000	100,000
* CAPITAL OUTLAY		100,000	200,000	300,000	450,000	400,000	100,000	100,000	100,000	100,000
TOTAL		2,172,324	2,335,923	2,502,062	3,144,674	3,256,837	3,353,855	3,610,562	3,610,562	3,805,962

GENERAL FUND (110)

GARAGE							2020-21	2021-22	
		2014/15	2015/16	2016/17	2017/18	2018-19	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary
							Budget		Budget
SALARIES & BENEFITS									
110-4120-410000	SALARIES	39,383	41,741	42,834	41,912	44,053	41,672	47,358	53,560
110-4120-410007	OVERTIME SALARIES	542	449	184	0	457	24	1,000	1,000
110-4120-414001	RETIREMENT	7,699	15,809	16,522	16,783	17,218	15,730	23,519	25,335
110-4120-414002	HEALTH INSURANCE	7,464	7,977	8,471	8,132	8,826	8,889	8,820	12,105
110-4120-414003	WORKERS COMPENSATION INS	5,727	7,061	6,281	6,605	6,250	5,511	6,198	6,543
110-4120-414004	SOCIAL SECURITY/MEDICARE	598	600	574	586	629	563	633	668
110-4120-414006	STATE UNEMPLOYMENT	276	326	326	326	326	326	326	316
110-4120-414008	LIFE INSURANCE	42	47	46	46	47	47	47	49
* SALARIES & BENEFITS		61,731	74,010	75,238	74,390	77,806	72,763	87,901	99,576
OPERATIONS & MAINTENANCE									
110-4120-416002	TRAINING	181	396	103	0	0	0	500	500
110-4120-420004	CELL PHONE	1,045	824	977	1,007	826	975	1,000	1,500
110-4120-424001	BUILDINGS MAINTENANCE	0	0	2,196	10,017	735	0	1,500	3,500
110-4120-424002	EQUIPMENT MAINTENANCE	1,908	2,763	2,606	2,976	6,598	3,313	5,000	7,200
110-4120-425003	CONTRACT SERVICES	624	368	2,325	3,508	2,361	1,194	2,500	4,500
110-4120-425016	UNIFORM/LAUNDRY SERVICE	1,547	921	1,122	1,567	2,799	748	1,000	1,900
110-4120-427006	GENERAL SUPPLIES	1,562	3,455	3,768	4,727	1,561	2,324	2,000	4,500
110-4120-427022	FUEL & OIL	1,748	1,097	2,356	1,358	1,812	1,342	1,500	2,500
* OPERATIONS & MAINTENANCE		8,615	9,824	15,453	25,160	16,692	9,896	15,000	26,100
CAPITAL OUTLAY									
110-4120-441005	MACHINERY AND EQUIPMENT	3,554	6,367	9,530	7,883	14,595	2,654	10,000	7,500
110-4120-441006	COMPUTER AND RELATED EQUIP	0	1,326	5,191	0	2,565	0	3,000	8,500
* CAPITAL OUTLAY		3,554	7,693	14,721	7,883	17,160	2,654	13,000	16,000
TOTAL COST		73,900	91,527	105,412	107,433	111,658	85,313	115,901	141,676
INTER DEPARTMENTAL CHARGES									
110-4120-480003	MAINTENANCE REIMBURSE	(251)	0	0	0	0	0	0	0
TOTAL		73,649	91,527	105,412	107,433	111,658	85,313	115,901	141,676

GENERAL FUND (110)

STREET MAINTENANCE		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
110-4140-410000	SALARIES	94,329	137,416	129,376	51,917	31,081	69,753	93,661	93,661	95,892
110-4140-410005	SALARIES - PART-TIME	0	0	0	0	0	7,737	17,285	17,285	17,285
110-4140-410007	OVERTIME SALARIES	1,793	733	7,335	2,501	604	189	5,000	5,000	5,000
110-4140-410013	CONTRACT EMPL. SALARIES	13,488	0	0	0	0	0	0	0	0
110-4140-414001	RETIREMENT	11,921	22,916	23,755	10,226	2,815	5,940	8,232	8,232	8,634
110-4140-414002	HEALTH INSURANCE	17,064	35,638	37,063	12,567	7,325	20,056	24,940	24,940	24,955
110-4140-414003	WORKERS COMPENSATION INS	14,450	24,160	20,471	8,490	4,056	8,593	10,471	10,471	12,689
110-4140-414004	SOCIAL SECURITY/MEDICARE	1,296	1,857	1,645	724	560	1,619	1,321	1,321	1,352
110-4140-414005	LONG TERM DISABILITY INS.	104	174	25	37	38	36	35	35	31
110-4140-414006	STATE UNEMPLOYMENT	2,259	1,769	1,618	503	330	2,276	911	911	838
110-4140-414008	LIFE INSURANCE	162	233	183	62	37	116	139	139	144
* SALARIES & BENEFITS		156,866	224,896	221,471	87,027	46,846	116,315	161,995	161,995	166,820
OPERATIONS & MAINTENANCE										
110-4140-416002	TRAINING	637	430	171	540	0	0	500	500	500
110-4140-416005	MEMBERSHIPS	0	0	0	0	0	0	0	0	0
110-4140-424003	VEHICLES MAINTENANCE	10,992	6,994	7,569	10,047	16,472	14,209	10,000	10,000	10,000
110-4140-425003	CONTRACT SERVICES	7,473	10,617	24,447	38,644	11,596	37,927	20,000	20,000	20,000
110-4140-425016	UNIFORM/LAUNDRY SERVICE	1,762	2,165	2,344	2,021	2,957	2,531	8,200	8,200	9,500
110-4140-427006	GENERAL SUPPLIES	49,988	55,752	75,691	81,279	137,549	107,131	140,000	140,000	140,000
110-4140-427009	WEED ABATEMENT	4,918	5,355	6,981	7,000	6,884	7,821	7,000	7,000	7,000
110-4140-427022	FUEL & OIL	5,011	4,205	4,754	5,036	9,036	6,263	7,000	7,000	7,000
* OPERATIONS & MAINTENANCE		80,781	85,518	121,957	144,567	184,494	175,882	192,700	192,700	194,000
CAPITAL OUTLAY										
110-4140-441005	MACHINERY AND EQUIPMENT	6,262	603	470	686	37,705	0	80,000	80,000	40,000
* CAPITAL OUTLAY		6,262	603	470	686	37,705	0	80,000	80,000	40,000
TOTAL		243,909	311,017	343,898	232,280	269,045	292,197	434,695	434,695	400,820

GENERAL FUND (110)

STREET SWEEPING		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
<i>Account #</i>	<i>Account/Description</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>	<i>Actual</i>			
110-4141-425003	CONTRACT SERVICES	64,925	60,568	75,971	65,685	72,833	61,105	80,000	80,000	102,000
*	OPERATIONS & MAINTENANCE	64,925	60,568	75,971	65,685	72,833	61,105	80,000	80,000	102,000
TOTAL		64,925	60,568	75,971	65,685	72,833	61,105	80,000	80,000	102,000

GENERAL FUND (110)

STREET LIGHTS/TRAFFIC SIGNALS		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
OPERATIONS & MAINTENANCE										
110-4142-416002	TRAINING	808	0	197	0	0	0	500	500	600
110-4142-420001	ELECTRIC	163,554	168,570	149,705	169,729	172,755	164,246	165,000	165,000	180,000
110-4142-424003	VEHICLES MAINTENANCE	1,263	1,818	0	0	770	4,940	4,000	4,000	6,000
110-4142-425003	CONTRACT SERVICES	28,361	24,265	16,628	21,898	35,951	30,670	35,000	35,000	45,000
110-4142-427006	GENERAL SUPPLIES	31,713	39,339	14,847	21,347	24,686	62,182	63,500	63,500	70,000
110-4142-427022	FUEL & OIL	2,849	2,020	2,947	2,315	3,038	3,507	6,000	6,000	6,000
* OPERATIONS & MAINTENANCE		228,548	236,012	184,324	215,289	237,200	265,545	274,000	274,000	307,600
CAPITAL OUTLAY										
110-4142-441005	MACHINERY AND EQUIPMENT	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0	0	0	0
TOTAL		228,548	236,012	184,324	215,289	237,200	265,545	274,000	274,000	307,600

GENERAL FUND (110)

							2020-21	2021-22	
							Adopted	Draft	
(Parks/Storm Basin Maintenance and LLMD Administration)							Final	2020-21	Preliminary
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SALARIES & BENEFITS									
110-7210-410000	SALARIES	90,384	106,514	107,414	93,001	127,788	135,039	141,429	146,342
110-7210-410005	SALARIES - PART-TIME	0	0	0	0	5,985	50,322	111,043	177,652
110-7210-410007	OVERTIME SALARIES	48	786	383	7,646	3,697	608	2,500	2,500
110-7210-410013	CONTRACT EMPL. SALARIES	84,230	86,784	93,481	92,758	96,304	23,935	0	0
110-7210-414001	RETIREMENT	16,396	34,190	35,529	35,690	45,792	50,443	72,125	87,339
110-7210-414002	HEALTH INSURANCE	19,301	20,826	21,580	17,862	27,827	28,319	27,683	27,997
110-7210-414003	WORKERS COMPENSATION INS	13,592	17,700	15,693	15,503	18,141	20,965	26,868	36,498
110-7210-414004	SOCIAL SECURITY/MEDICARE	1,258	1,491	1,399	1,373	2,205	4,247	3,419	4,446
110-7210-414006	STATE UNEMPLOYMENT	1,302	839	843	1,608	1,349	2,862	2,604	3,192
110-7210-414008	LIFE INSURANCE	114	123	117	108	125	126	125	257
* SALARIES & BENEFITS		226,625	269,253	276,439	265,549	329,213	316,866	387,796	486,223
OPERATIONS & MAINTENANCE									
110-7210-416002	TRAINING	964	385	533	0	1,407	100	500	500
110-7210-416005	MEMBERSHIPS	0	0	205	0	393	215	300	300
110-7210-420001	ELECTRIC	15,236	13,814	14,708	19,786	24,911	22,652	25,000	25,000
110-7210-420004	CELL PHONES & PAGERS	1,204	1,481	1,797	1,745	2,013	1,317	2,000	2,000
110-7210-424003	VEHICLES MAINTENANCE	12,494	11,588	13,080	19,826	20,880	23,250	12,500	12,500
110-7210-425003	CONTRACT SERVICES	19,797	27,864	37,048	46,822	57,668	47,916	55,000	55,000
110-7210-425015	LANDSCAPING	7,500	6,000	3,000	6,915	14,924	12,432	16,364	17,164
110-7210-425016	UNIFORM/LAUNDRY SERVICE	2,185	2,155	2,436	5,768	2,343	1,385	4,000	4,000
110-7210-427006	GENERAL SUPPLIES	46,706	66,591	60,787	53,696	60,311	46,617	40,000	40,000
110-7210-427009	WEED ABATEMENT	5,355	6,615	9,597	10,000	6,836	5,683	13,600	13,600
110-7210-427022	FUEL & OIL	12,544	10,026	14,237	11,886	17,532	14,715	15,000	15,000
* OPERATIONS & MAINTENANCE		123,985	146,519	157,428	176,444	209,218	176,282	184,264	185,064
CAPITAL OUTLAY									
110-7210-499549	PARKS CAPITAL RELACEMENT	0	0	0	60,000	0	0	0	0
110-7210-441005	MACHINERY AND EQUIPMENT	1,211	13,164	3,496	18,933	0	0	3,500	3,500
	TOTAL COSTS	351,821	428,936	437,363	520,926	538,431	493,148	575,560	674,787
INTER DEPARTMENTAL CHARGES									
110-7210-480006	INFORMATION TECH CHARGE	0	0	0	0	0	0	0	1,500
110-7210-480008	LLMD REIMBURSEMENT	(68,615)	(68,662)	(68,615)	(61,615)	(10,395)	(10,395)	(10,395)	(10,395)
* INTER DEPARTMENTAL CHARGES		(68,615)	(68,662)	(68,615)	(61,615)	(10,395)	(10,395)	(10,395)	(8,895)
TOTAL		283,206	360,274	368,748	459,311	528,036	482,753	565,165	665,892

GENERAL FUND (110)

FACILITY MAINTENANCE		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SALARIES & BENEFITS										
110-7413-410000	SALARIES	24,140	27,644	29,230	35,636	35,405	42,697	46,240	46,240	47,628
110-7413-410005	PART TIME	21,244	30,109	40,923	41,564	53,903	52,344	52,851	52,851	55,599
110-7413-410007	OVERTIME SALARIES	193	155	303	1,483	1,917	5,788	800	800	800
110-7413-414001	RETIREMENT	5,465	14,694	16,195	21,444	16,990	6,092	3,944	3,944	5,869
110-7413-414002	HEALTH INSURANCE	9,871	9,123	9,953	12,679	12,397	13,163	24,634	24,634	25,247
110-7413-414003	WORKERS COMPENSATION INS	3,599	4,744	5,499	7,019	8,485	10,099	9,906	9,906	10,253
110-7413-414004	SOCIAL SECURITY/MEDICARE	1,912	1,070	1,830	1,145	1,551	1,215	1,337	1,337	1,385
110-7413-414006	STATE UNEMPLOYMENT	1,088	1,023	1,220	1,248	1,845	1,170	1,084	1,084	1,037
110-7413-414008	LIFE INSURANCE	47	47	44	56	55	63	56	56	56
* SALARIES & BENEFITS		67,559	88,609	105,197	122,274	132,548	132,631	140,852	140,852	147,874
OPERATIONS & MAINTENANCE										
110-7413-416002	TRAINING	0	0	720	693	182	0	1,000	1,000	1,000
110-7413-420004	CELL PHONE	169	958	849	1,285	1,920	1,875	1,000	1,000	1,000
110-7413-424001	BUILDINGS MAINTENANCE	11,963	6,379	9,635	8,488	12,004	4,442	10,000	10,000	10,000
110-7413-424002	EQUIPMENT MAINTENANCE	11,862	2,068	2,034	3,974	15,995	8,040	4,000	4,000	4,000
110-7413-424003	VEHICLES MAINTENANCE	770	345	771	1,219	2,062	1,016	1,000	1,000	1,000
110-7413-425003	CONTRACT SERVICES	8,547	3,768	5,954	11,143	6,660	7,317	8,500	8,500	8,500
110-7413-425015	LANDSCAPING	0	0	6,980	1,144	0	0	4,000	4,000	4,000
110-7413-425016	UNIFORM/LAUNDRY SERVICE	761	1,572	123	0	1,380	1,158	1,400	1,400	1,400
110-7413-427002	JANITORIAL SUPPLIES	5,084	3,412	4,144	3,246	7,203	4,520	5,400	5,400	5,400
110-7413-427006	GENERAL SUPPLIES	2,397	6,067	5,425	3,852	7,281	5,931	5,000	5,000	5,000
110-7413-427022	FUEL & OIL	855	303	0	423	1,404	1,887	1,500	1,500	1,500
* OPERATIONS & MAINTENANCE		42,408	24,872	36,635	35,467	56,091	36,186	42,800	42,800	42,800
TOTAL COSTS		109,967	113,481	141,832	157,741	188,639	168,817	183,652	183,652	190,674
INTER DEPARTMENTAL CHARGES										
110-7413-480003	FACILITY MAINTENANCE REIMBURSE	(75,900)	(84,550)	(84,100)	(94,595)	(102,055)	(119,495)	(119,495)	(119,495)	(132,315)
TOTAL		34,067	28,931	57,732	63,146	86,584	49,322	64,157	64,157	58,359

GENERAL FUND (110)

INTERFUND TRANSFERS OUT							2020-21	2021-22		
		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary
								Budget		Budget
	CONSOLIDATED FIRE DEPOSIT	300,364	0	0	0	0	0	0	0	0
110-9999-499117	FACILITIES	78,509	139,943	113,573	85,865	100,498	74,094	161,914	161,914	94,405
110-9999-499118	RECREATION	123,306	178,647	187,782	186,706	155,313	175,397	161,063	159,873	200,207
110-9999-499119	ENGINEERING/PW ADMIN	107,382	136,901	147,614	101,427	111,186	131,270	54,667	32,967	113,518
110-9999-499120	DEVELOPMENT SERVICES	28,506	0	0	0	46,416	313,946	248,413	68,532	364,407
110-9999-499245	MUSEUM FUND	0	0	0	0	0	0	0	0	0
110-9999-499230	GENERAL PLAN FUND	0	0	0	0	0	50,000	0	0	0
110-9999-499284	BRIDLE RIDGE LLMD	0	0	0	0	0	50,000	75,000	75,000	50,000
110-9999-499520	EMPLOYEE LIABILITY FUND (OPEB)	400,000	400,000	300,000	300,000	50,000	250,000	50,000	50,000	0
110-9999-499535	PERS LIABILITY FUND	500,000	500,000	499,995	500,000	350,000	200,000	0	166,000	0
110-9999-499540	FACILITY MAINTENANCE FUND	0	250,000	700,000	450,000	350,000	512,500	0	350,000	0
110-9999-499549	PARKS CAPITAL RELACEMENT	0	0	18,116	175,000	225,000	302,500	0	0	0
110-9999-499565	LLMD LANDSCAPE MAINTENANCE	0	0	0	0	50,000	50,000	0	0	50,000
110-9999-499745	POLICE RANGE TRUST FUND	0	65,000	0	0	0	0	0	0	0
TOTAL		<u>1,538,067</u>	<u>1,670,491</u>	<u>1,967,080</u>	<u>1,798,998</u>	<u>1,438,413</u>	<u>2,109,707</u>	<u>751,057</u>	<u>1,064,286</u>	<u>872,537</u>
		<u>9,827,278</u>	<u>11,306,704</u>	<u>11,837,270</u>	<u>12,635,929</u>	<u>12,874,979</u>	<u>13,585,745</u>	<u>13,600,931</u>	<u>13,972,581</u>	<u>14,098,421</u>

CANNABIS FUND(114)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21	2020-21	2021-22
								Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
114-1910-351100	INVESTMENT EARNINGS	0	0	0	0	1,829	6,116	4,000	5,000	3,000
114-1910-374200	CANNABIS REVENUE	0	0	0	0	295,000	360,000	360,000	360,000	360,000
TOTAL REVENUES		0	0	0	0	296,829	366,116	364,000	365,000	363,000
EXPENDITURES										
SALARIES & BENEFITS										
114-2140-410000	SALARIES	0	0	0	0	10,151	42,083	63,099	63,099	190,552
114-2140-414001	RETIREMENT	0	0	0	0	1,658	6,752	11,247	11,247	1,258
114-2140-414002	HEALTH INSURANCE	0	0	0	0	1,293	5,503	8,460	8,460	20,616
114-2140-414003	WORKERS COMPENSATION INS	0	0	0	0	1,411	5,104	8,178	8,178	18,345
114-2140-414004	SOCIAL SECURITY/MEDICARE	0	0	0	0	141	565	853	853	30,956
114-2140-414005	LONG TERM DISABILITY INS.	0	0	0	0	75	286	351	351	156
114-2140-414006	STATE UNEMPLOYMENT	0	0	0	0	189	447	217	217	199
114-2140-414008	LIFE INSURANCE	0	0	0	0	0	29	109	109	97
* SALARIES & BENEFITS		0	0	0	0	14,918	60,769	92,514	92,514	262,179
OPERATIONS & MAINTENANCE										
114-2140-425003	CONTRACT SERVICES	0	0	0	0	20,000	0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	0	20,000	0	0	0	0
CAPITAL OUTLAY										
114-2140-441005	MACHINERY & EQUIPMENT	0	0	0	0	0	13,107	10,000	10,000	10,000
		0	0	0	0	0	13,107	10,000	10,000	10,000
INTERFUND TRANSFERS										
114-2140-499110	TRANSFERS OUT	0	0	0	0	0	0	100,000	250,000	100,000
		0	0	0	0	0	0	100,000	250,000	100,000
TOTAL EXPENDITURES		0	0	0	0	34,918	73,876	202,514	352,514	372,179
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	261,911	292,240	161,486	12,486	(9,179)
FUND BALANCE - BEGINNING		0	0	0	0	0	261,911	554,151	554,151	566,637
FUND BALANCE - ENDING		0	0	0	0	261,911	554,151	715,637	566,637	557,458

MEASURE H FUND(115)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
115-1910-320100	SALES & USE TAX	1,712,949	1,749,342	1,846,006	1,931,769	1,961,738	2,164,646	1,900,000	2,100,000	2,250,000
115-1910-351100	INVESTMENT EARNINGS	191	1,144	192	1,747	3,047	2,122	1,200	1,200	1,200
TOTAL REVENUES		1,713,140	1,750,486	1,846,198	1,933,516	1,964,785	2,166,768	1,901,200	2,101,200	2,251,200
EXPENDITURES										
115-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
INTERFUND TRANSFERS										
115-1910-499110	TRANSFERS OUT	1,261,729	2,188,202	1,702,900	2,194,322	1,984,078	1,964,785	2,116,768	2,116,768	2,451,200
TOTAL EXPENDITURES		1,261,729	2,188,202	1,702,900	2,194,322	1,984,078	1,964,785	2,116,768	2,116,768	2,451,200
REVENUES OVER (UNDER) EXPENDITURES		451,411	(437,716)	143,298	(260,806)	(19,293)	201,983	(215,568)	(15,568)	(200,000)
FUND BALANCE - BEGINNING		136,691	588,102	150,386	293,684	32,878	13,585	215,568	215,568	200,000
FUND BALANCE - ENDING		588,102	150,386	293,684	32,878	13,585	215,568	0	200,000	0

FACILITIES FUND (117)

SUMMARY OF REVENUES AND EXPENDITURES

Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Projected	2021-22
								Draft Preliminary Budget
117-7430 SWIMMING POOL	(27,950)	(72,051)	(59,260)	(45,977)	(41,595)	(40,587)	(40,525)	(40,525)
117-7440 SENIOR CENTER OPERATIONS	(18,258)	(27,401)	(29,096)	(29,466)	(25,464)	(19,323)	(36,570)	(31,791)
117-7460 COMMUNITY CENTER	(34,491)	(39,458)	(23,882)	1,028	(27,852)	(8,213)	(81,819)	(14,589)
117-7470 ANNEX/YOUTH BUILDING/CHURCH	2,190	(1,033)	(1,335)	(11,450)	(5,587)	(5,971)	(3,000)	(7,500)
NET	(78,509)	(139,943)	(113,573)	(85,865)	(100,498)	(74,094)	(161,914)	(94,405)
GENERAL FUND SUBSIDY	78,509	139,943	113,573	85,865	100,498	74,094	161,914	94,405
NET	0	0	0	0	0	0	0	0
FUND BALANCE - BEGINNING	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING	0	0	0	0	0	0	0	0

FACILITIES (117)

		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SWIMMING POOL (7430)										
REVENUES										
117-7430-350420	POOL RENTAL	800	4,850	1,703	1,253	35	0	1,000	1,000	1,000
	OID	56,005	0	0	0	0	0	0	0	0
TOTAL REVENUES		56,805	4,850	1,703	1,253	35	0	1,000	1,000	1,000
EXPENDITURES										
OPERATIONS & MAINTENANCE										
117-7430-420001	ELECTRIC	20,637	22,678	23,855	19,789	15,822	13,119	14,000	14,000	14,000
117-7430-420002	GAS	4,234	4,285	1,870	4,289	2,349	3,380	2,000	2,000	2,000
117-7430-424001	BUILDINGS MAINTENANCE	5,106	4,410	137	817	6,391	90	2,000	2,000	2,000
117-7430-424002	EQUIPMENT MAINTENANCE	8,866	2,024	1,553	1,687	4,463	6,045	2,000	2,000	2,000
117-7430-425003	CONTRACT SERVICES	7,982	9,525	11,064	5,371	727	750	4,000	4,000	4,000
117-7430-427002	JANITORIAL	1,000	479	15	31	53	0	500	500	500
117-7430-427006	GENERAL SUPPLIES	0	0	0	1,671	209	440	1,000	1,000	1,000
117-7430-427007	POOL SUPPLIES	33,497	31,425	19,158	8,900	8,891	15,238	12,500	12,500	12,500
* OPERATIONS & MAINTENANCE		81,322	74,826	57,652	42,555	38,905	39,062	38,000	38,000	38,000
CAPITAL OUTLAY										
117-7430-441005	MACHINERY AND EQUIPMENT	1,508	0	1,236	1,950	0	0	2,000	2,000	2,000
* CAPITAL OUTLAY		1,508	0	1,236	1,950	0	0	2,000	2,000	2,000
INTER DEPARTMENTAL CHARGES										
117-7430-480001	FACILITY USE CHARGE	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)	(5,625)
117-7430-480002	ADMINISTRATIVE CHARGE	1,200	1,200	1,200	1,200	1,200	0	0	0	0
117-7430-480003	FACILITY MAINTENANCE CHARGE	6,350	6,500	6,500	7,150	7,150	7,150	7,150	7,150	7,150
117-7430-480004	RISK MANAGEMENT CHARGE	0	0	0	0	0	0	0	0	0
* INTER DEPARTMENTAL CHARGE		1,925	2,075	2,075	2,725	2,725	1,525	1,525	1,525	1,525
TOTAL EXPENDITURES		84,755	76,901	60,963	47,230	41,630	40,587	41,525	41,525	41,525
REVENUES OVER (UNDER) EXPENDITURES		(27,950)	(72,051)	(59,260)	(45,977)	(41,595)	(40,587)	(40,525)	(40,525)	(40,525)

FACILITIES (117)

SENIOR CENTER OPERATIONS (7440)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
117-7440-350306	SENIOR CENTER RENT INCOME	11,710	12,640	7,693	10,863	12,035	10,299	10,000	0	10,000
TOTAL REVENUES		11,710	12,640	7,693	10,863	12,035	10,299	10,000	0	10,000
EXPENDITURES										
SALARIES & BENEFITS										
117-7440-410005	PART-TIME SALARIES	3,001	4,187	6,729	7,083	3,655	3,188	4,687	0	4,687
117-7440-414001	RETIREMENT	0	0	0	210	249	164	100	0	100
117-7440-414002	HEALTH INSURANCE	0	0	0	0	0	219	0	0	0
117-7440-414003	WORKERS COMPENSATION INS	177	469	465	574	301	255	218	0	218
117-7440-414004	SOCIAL SECURITY/MEDICARE	230	490	467	347	60	46	117	0	117
117-7440-414006	STATE UNEMPLOYMENT	171	300	359	257	12	50	99	0	99
* SALARIES & BENEFITS		3,579	5,446	8,020	8,471	4,277	3,922	5,221	0	5,221
OPERATIONS & MAINTENANCE										
117-7440-420001	ELECTRIC	13,310	19,313	17,513	16,551	17,308	14,400	18,000	18,000	18,000
117-7440-424001	BUILDINGS	1,567	2,064	835	410	1,585	602	1,000	1,000	1,000
117-7440-424002	EQUIPMENT	1,173	5,307	1,483	6,563	8,766	3,393	7,000	7,000	7,000
117-7440-425003	CONTRACT SERVICES	6,747	2,918	2,276	4,357	1,551	2,500	4,000	4,000	4,000
117-7440-425015	LANDSCAPING	3,939	6,101	6,550	3,950	9,000	7,800	9,000	9,000	9,000
117-7440-427002	JANITORIAL SUPPLIES	2,774	2,520	3,538	3,230	3,177	2,367	4,000	4,000	4,000
117-7440-427004	GENERAL SUPPLIES	809	563	699	577	265	2,584	1,000	1,000	1,000
* OPERATIONS & MAINTENANCE		30,319	38,786	32,894	35,638	41,652	33,646	44,000	44,000	44,000
CAPITAL OUTLAY										
117-7440-441004	IMPROVEMENTS TO BUILDINGS	1,000	739	805	0	0	484	1,000	1,000	1,000
* CAPITAL OUTLAY		1,000	739	805	0	0	484	1,000	1,000	1,000
INTER DEPARTMENTAL CHARGES										
117-7440-480001	FACILITY USE CHARGE	(19,080)	(19,080)	(19,080)	(19,080)	(19,080)	(19,080)	(19,080)	(19,080)	(19,080)
117-7440-480002	ADMINISTRATIVE CHARGE	4,650	4,650	4,650	4,650	4,650	0	0	0	0
117-7440-480003	FACILITY MAINTENANCE CHARGE	9,500	9,500	9,500	10,450	5,800	10,450	10,450	10,450	10,450
117-7440-480006	INFORMATION TECH CHARGE	0	0	0	200	200	200	200	200	200
* INTER DEPARTMENTAL CHARGE		(4,930)	(4,930)	(4,930)	(3,780)	(8,430)	(8,430)	(8,430)	(8,430)	(8,430)
TOTAL EXPENDITURES		29,968	40,041	36,789	40,329	37,499	29,622	41,791	36,570	41,791
REVENUES OVER (UNDER) EXPENDITURES		(18,258)	(27,401)	(29,096)	(29,466)	(25,464)	(19,323)	(31,791)	(36,570)	(31,791)

FACILITIES (117)

		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
COMMUNITY CENTER (7460)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
117-7460-350305	COMMUNITY CENTER RENT	75,124	86,526	87,530	115,837	85,409	88,175	95,000	0	95,000
TOTAL REVENUES		75,124	86,526	87,530	115,837	85,409	88,175	95,000	0	95,000
EXPENDITURES										
SALARIES & BENEFITS										
117-7460-410000	SALARIES	7,266	7,159	9,659	8,321	4,683	1,500	5,138	5,138	5,292
117-7460-410005	PART-TIME SALARIES	14,092	22,660	12,774	14,247	22,468	27,672	20,471	11,000	19,156
117-7460-410007	OVERTIME	293	51	101	201	465	162	0	0	0
117-7460-414001	RETIREMENT	1,821	4,462	4,979	2,142	328	318	855	855	855
117-7460-414002	HEALTH INSURANCE	3,290	3,102	3,318	1,137	1,407	634	4,043	2,500	3,458
117-7460-414003	WORKERS COMPENSATION INS	1,459	2,464	1,783	1,916	2,238	2,267	2,276	1,000	2,183
117-7460-414004	SOCIAL SECURITY/MEDICARE	1,131	1,850	897	1,063	1,546	1,399	809	809	920
117-7460-414006	STATE UNEMPLOYMENT	752	1,254	597	621	848	437	651	651	559
117-7460-414008	LIFE INSURANCE	16	16	15	5	0	0	6	6	6
* SALARIES & BENEFITS		30,120	43,018	34,123	29,653	33,983	34,389	34,249	21,959	32,429
OPERATIONS & MAINTENANCE										
117-7460-420001	ELECTRIC	27,657	32,484	29,056	32,430	34,926	32,738	30,000	30,000	30,000
117-7460-420003	TELEPHONE	2,843	3,196	2,943	2,995	3,172	3,074	3,000	3,000	3,000
117-7460-424001	BUILDING MAINTENANCE	5,727	4,653	1,603	6,073	7,133	3,257	6,500	2,500	6,500
117-7460-424002	EQUIPMENT MAINTENANCE	4,436	7,174	5,161	3,126	7,446	5,261	6,500	2,500	6,500
117-7460-425003	CONTRACT SERVICES	5,166	3,961	4,416	7,172	9,061	6,076	10,000	5,000	10,000
117-7460-425015	LANDSCAPING	6,897	6,096	7,889	7,100	12,700	6,000	13,000	13,000	13,000
117-7460-427002	JANITORIAL SUPPLIES	3,434	3,134	3,520	3,125	3,404	3,376	5,000	2,500	5,000
117-7460-427006	GENERAL SUPPLIES	1,730	915	1,348	1,739	576	1,357	2,000	500	2,000
* OPERATIONS & MAINTENANCE		57,890	61,613	55,936	63,760	78,418	61,139	76,000	59,000	76,000
INTER DEPARTMENTAL CHARGES										
117-7460-480002	ADMINISTRATIVE CHARGE	20,536	20,536	20,536	20,536	0	0	0	0	0
117-7460-480004	RISK MANAGEMENT CHARGE	503	503	503	503	503	503	503	503	503
117-7460-480005	EMPLOYEE LIABILITY CHARGE	157	157	157	157	157	157	157	157	157
117-7460-480006	INFORMATION TECH CHARGE	157	157	157	200	200	200	200	200	500
117-7460-480007	VEHICLE REPLACEMENT CHARGE	252	0	0	0	0	0	0	0	0
		21,605	21,353	21,353	21,396	860	860	860	860	1,160
TOTAL EXPENDITURES		109,615	125,984	111,412	114,809	113,261	96,388	111,109	81,819	109,589
REVENUES OVER (UNDER) EXPENDITURES		(34,491)	(39,458)	(23,882)	1,028	(27,852)	(8,213)	(16,109)	(81,819)	(14,589)

FACILITIES (117)

YOUTH BUILDING (7470)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Acct/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
117-7470-350309	ANNEX / YOUTH BUILDINGS	2,182	(104)	1,685	0	0	0	0	0	0
TOTAL REVENUES		7,582	3,046	1,685	0	0	0	0	0	0
OPERATIONS & MAINTENANCE										
117-7470-420001	ELECTRIC	3,756	879	1,054	884	1,775	1,326	1,500	1,500	1,500
117-7470-424001	BUILDING MAINTENANCE	273	151	291	9,678	3,768	4,645	5,000	1,000	5,000
117-7470-425003	CONTRACT SERVICES	613	2,599	1,675	888	44	0	1,000	500	1,000
117-7470-427002	JANITORIAL SUPPLIES	300	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		4,942	3,629	3,020	11,450	5,587	5,971	7,500	3,000	7,500
INTER DEPARTMENTAL CHARGES										
117-7470-480001	FACILITY MAINTENANCE CHARGE	450	450	0	0	0	0	0	0	0
		450	450	0	0	0	0	0	0	0
TOTAL EXPENDITURES		5,392	4,079	3,020	11,450	5,587	5,971	7,500	3,000	7,500
REVENUES OVER (UNDER) EXPENDITURES		2,190	(1,033)	(1,335)	(11,450)	(5,587)	(5,971)	(7,500)	(3,000)	(7,500)

RECREATION ACTIVITY FUND (118)

SUMMARY OF REVENUES AND EXPENDITURES

Account/Description	2013/14 Actual	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018/19 Actual	2019-20 Actual	2020-21 Projected	2021-22
									Draft Preliminary Budget
118-7320 RECREATION PROGRAMS	(61,314)	(60,316)	(73,108)	(70,935)	(72,324)	(44,057)	(46,803)	(37,662)	(63,658)
118-7330 SWIMMING PROGRAMS	15,467	(259)	(31,437)	(40,938)	(27,272)	(50,283)	(51,904)	(46,782)	(40,282)
118-7340 SENIOR ACTIVITIES	(61,779)	(62,731)	(74,102)	(75,909)	(87,110)	(60,973)	(65,839)	(73,479)	(79,052)
118-7380 SKATE PARK CONCESSION	0	0	0	0	0	0	(10,851)	(1,950)	(17,215)
ONLINE REGISTRATION	122	0	0	0	0	0	0	0	0
FARMERS MARKET	335	0	0	0	0	0	0	0	0
MOVIES UNDER THE STARS	(1,488)	0	0	0	0	0	0	0	0
TOTAL	(108,657)	(123,306)	(178,647)	(187,782)	(186,706)	(155,313)	(175,397)	(159,873)	(200,207)
GENERAL FUND SUBSIDY	108,657	123,306	178,647	187,782	186,706	155,313	175,397	159,873	200,207
NET	0	0	0	0	0	0	0	0	0
FUND BALANCE - BEGINNING	0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING	0	0	0	0	0	0	0	0	0

RECREATION ACTIVITY FUND (118)

		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary Budget
RECREATION PROGRAMS ADMIN. (7320)	Account # Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
	118-7320-361100 FEDERAL FUNDS - COVID 19	0	0	0	0	0	0	23,225	23,225	0
	MISC. RECREATION PROGRAM	30	0	0	0	0	0	0	0	0
TOTAL REVENUES		30	0	0	0	0	0	23,225	23,225	0
EXPENDITURES										
SALARIES & BENEFITS										
	118-7320-410000 SALARIES	35,437	36,691	37,148	49,910	26,795	29,996	37,764	37,764	40,864
	118-7320-410005 PART-TIME SALARIES	17,452	17,579	15,339	6,871	140	0	0	0	0
	118-7320-410007 OVERTIME SALARIES	369	293	0	0	13	0	800	800	0
	118-7320-414001 RETIREMENT	9,348	18,500	19,046	14,469	1,717	1,744	2,245	2,245	2,323
	118-7320-414002 HEALTH INSURANCE	7,167	7,581	8,782	10,021	5,202	5,926	5,880	5,880	5,880
	118-7320-414003 WORKERS COMPENSATION INS	1,688	2,438	2,221	2,013	1,052	1,210	1,459	1,459	1,648
	118-7320-414004 SOCIAL SECURITY/MEDICARE	839	759	711	569	404	418	504	504	569
	118-7320-414005 LONG TERM DISABILITY INS.	0	0	0	0	0	0	0	0	156
	118-7320-414006 STATE UNEMPLOYMENT	601	519	521	519	217	217	217	217	200
	118-7320-414008 LIFE INSURANCE	31	32	31	44	28	31	31	31	31
* SALARIES & BENEFITS		72,932	84,392	83,799	84,416	35,568	39,542	48,900	48,900	51,671
OPERATIONS & MAINTENANCE										
	118-7320-416005 MEMBERSHIPS	500	360	350	0	1,093	60	500	500	500
	118-7320-420004 CELL PHONES	1,015	432	422	520	638	788	800	800	800
	118-7320-424003 VEHICLES MAINTENANCE	74	42	37	28	32	52	100	100	100
	118-7320-425003 CONTRACT SERVICES	660	646	542	1,094	816	502	750	750	750
	118-7320-425009 TECHNOLOGY SUPPORT	115	0	0	0	0	0	0	0	0
	118-7320-425012 SOFTWARE	0	3,150	0	188	0	0	0	0	0
	118-7320-425019 BANK/CC SERVICE CHARGES	0	0	0	0	445	1,238	2,000	2,000	2,000
	118-7320-425016 UNIFORM/LAUNDRY SERVICE	0	0	0	0	0	0	0	0	0
	118-7320-427001 OFFICE SUPPLIES	238	67	110	591	589	113	650	650	650
	118-7320-427006 GENERAL SUPPLIES	2,032	1,322	2,335	3,169	1,978	621	2,000	2,000	2,000
	118-7320-427022 FUEL & OIL	358	269	988	24	127	0	800	800	800
	118-7320-429000 POSTAGE	271	277	201	143	84	0	500	500	500
* OPERATIONS & MAINTENANCE		5,263	6,565	4,985	5,757	5,802	3,374	8,100	8,100	8,100
INTER DEPARTMENTAL CHARGES										
	118-7320-480004 RISK MANAGEMENT CHARGE	3,887	3,887	3,887	3,887	3,887	3,887	3,887	3,887	3,887
	118-7320-480002 FACILITY ADMIN CHARGE	(21,736)	(21,736)	(21,736)	(21,736)	(1,200)	0	0	0	0
	118-7320-480006 INFORMATION TECH CHARGE	0	0	0	0	0	0	0	0	0
* INTER DEPARTMENTAL CHARGE		(17,849)	(17,849)	(17,849)	(17,849)	2,687	3,887	3,887	3,887	3,887
TOTAL EXPENDITURES		60,346	73,108	70,935	72,324	44,057	46,803	60,887	60,887	63,658
REVENUES OVER (UNDER) EXPENDITURES		(60,316)	(73,108)	(70,935)	(72,324)	(44,057)	(46,803)	(37,662)	(37,662)	(63,658)

RECREATION ACTIVITY FUND (118)

SWIMMING PROGRAMS (7330)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
118-7330-373500	ADMISSIONS	14,390	11,873	10,627	13,338	14,172	6,896	1,500	1,500	3,500
118-7330-373501	CONCESSIONS	6,033	5,918	7,540	7,313	7,667	3,077	500	500	2,000
118-7330-373503	SWIMMING LESSONS	18,175	19,590	18,511	25,556	26,849	2,050	2,000	2,000	5,000
118-7330-373509	OID	16,495	0	0	0	0	0	0	0	0
TOTAL REVENUES		55,093	37,381	36,678	46,207	48,688	12,023	4,000	4,000	10,500
EXPENDITURES										
SALARIES & BENEFITS										
118-7330-410005	PART-TIME SALARIES	32,934	47,096	52,665	49,496	66,413	45,977	30,920	30,920	30,920
118-7330-410013	CONTRACT EMPL. SALARIES	4,350	0	0	0	0	0	0	0	0
118-7330-414003	WORKERS COMPENSATION INS	2,146	3,267	3,704	4,009	5,749	3,963	2,655	2,655	2,655
118-7330-414004	SOCIAL SECURITY/MEDICARE	2,852	3,603	4,029	3,787	5,093	3,482	2,365	2,365	2,365
118-7330-414006	STATE UNEMPLOYMENT	2,312	2,920	3,265	3,051	4,017	2,816	1,917	1,917	1,917
* SALARIES & BENEFITS		44,594	56,886	63,663	60,343	81,272	56,238	37,857	37,857	37,857
OPERATIONS & MAINTENANCE										
118-7330-416002	TRAINING	125	164	600	395	2,168	20	1,000	1,000	1,000
118-7330-420003	TELEPHONE	150	111	210	172	192	162	300	300	300
118-7330-427006	GENERAL SUPPLIES	1,476	3,028	2,310	3,621	5,334	835	3,000	3,000	3,000
118-7330-427008	CONCESSION SUPPLIES	3,382	3,004	5,208	3,323	4,380	1,047	3,000	3,000	3,000
* OPERATIONS & MAINTENANCE		5,133	6,307	8,328	7,511	12,074	2,064	7,300	7,300	7,300
INTER DEPARTMENTAL CHARGES										
118-7330-480001	FACILITY USE CHARGE	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625
TOTAL EXPENDITURES		55,352	68,818	77,616	73,479	98,971	63,927	50,782	50,782	50,782
REVENUES OVER (UNDER) EXPENDITURES		(259)	(31,437)	(40,938)	(27,272)	(50,283)	(51,904)	(46,782)	(46,782)	(40,282)

RECREATION ACTIVITY FUND (118)

SENIOR ACTIVITIES (7340)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
								Adopted	Draft	
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	2020-21	Preliminary
								Budget	Projected	Budget
REVENUES										
118-7340-373400	SENIOR CENTER CLASS/ACTIV	0	0	0	0	0	0	0	0	0
118-7340-373418	SENIOR CENTER EXCURSIONS	0	0	0	0	0	0	0	0	0
118-7340-373401	FEE REVENUE	11,709	11,622	10,820	8,995	10,914	8,721	2,000	2,000	10,000
118-7340-373402	NEWSLETTER	400	370	354	0	0	0	0	0	0
118-7340-361100	FEDERAL FUNDS - COVID 19	0	0	0	0	0	0	0	0	0
118-7340-373427	MONTHLY DINNERS	0	0	0	0	0	0	0	0	0
118-7240-374120	MISCELLANEOUS	1,291	646	0	0	0	1,030	0	0	0
TOTAL REVENUES		13,400	12,638	11,174	8,995	10,914	9,751	2,000	2,000	10,000
EXPENDITURES										
SALARIES & BENEFITS										
118-7340-410000	SALARIES	35,436	36,477	36,920	49,832	26,791	29,995	37,763	37,763	40,865
118-7340-410007	OVERTIME	369	293	0	0	0	0	500	500	0
118-7340-414001	RETIREMENT	7,998	17,143	17,903	13,920	1,829	1,744	2,245	2,245	2,324
118-7340-414002	HEALTH INSURANCE	6,422	6,205	6,893	7,861	5,880	5,925	5,880	5,880	5,880
118-7340-414003	WORKERS COMPENSATION INS	1,340	1,596	1,507	1,658	1,122	1,210	1,459	1,459	1,648
118-7340-414004	SOCIAL SECURITY/MEDICARE	456	477	456	499	413	418	504	504	569
118-7340-414005	LONG TERM DISABILITY INS.	0	0	0	0	0	0	0	0	156
118-7340-414006	STATE UNEMPLOYMENT	217	218	217	399	217	217	217	217	199
118-7340-414008	LIFE INSURANCE	31	32	31	40	31	31	31	31	31
* SALARIES & BENEFITS		52,269	62,441	63,927	74,209	36,283	39,540	48,599	48,599	51,672
OPERATIONS & MAINTENANCE										
118-7340-420003	TELEPHONE	596	708	636	703	782	680	700	700	700
118-7340-425003	CONTRACT SERVICES	6,641	5,931	5,652	2,911	13,912	13,828	3,500	3,500	14,000
118-7340-425009	TECHNOLOGY SUPPORT	0	0	0	0	0	0	300	300	300
118-7340-425014	NEWSLETTER	1,073	1,272	1,272	1,700	1,076	1,825	1,300	1,300	1,300
118-7340-427001	OFFICE SUPPLIES	743	842	755	673	442	434	1,000	1,000	1,000
118-7340-427006	GENERAL SUPPLIES	53	506	216	532	312	203	500	500	500
118-7340-427028	CLASS/ACTIVITIES COSTS	326	610	195	647	0	0	500	500	500
118-7340-423106	EXCURSION COSTS	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		9,432	9,869	8,726	7,166	16,524	16,970	7,800	7,800	18,300
INTER DEPARTMENTAL CHARGES										
118-7340-480001	FACILITY USE CHARGE	19,080	19,080	19,080	19,080	19,080	19,080	19,080	19,080	19,080
118-7340-480002	FACILITY ADMIN CHARGE	(4,650)	(4,650)	(4,650)	(4,650)	0	0	0	0	0
118-7340-480003	FACILITY MAINTENANCE CHARGE	0	0	0	300	0	0	0	0	0
* INTER DEPARTMENTAL CHARGES		14,430	14,430	14,430	14,730	19,080	19,080	19,080	19,080	19,080
TOTAL EXPENDITURES		76,131	86,740	87,083	96,105	71,887	75,590	75,479	75,479	89,052
REVENUES OVER (UNDER) EXPENDITURES		(62,731)	(74,102)	(75,909)	(87,110)	(60,973)	(65,839)	(73,479)	(73,479)	(79,052)

RECREATION ACTIVITY FUND (118)							2020-21			2021-22
SKATE PARK CONCESSIONS (7380)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Draft
								Budget	Budget	Preliminary
								Budget	Budget	Budget
REVENUES										
118-7380-373501	CONCESSIONS	0	0	0	0	0	1,362	10	1,200	5,000
TOTAL REVENUES		0	0	0	0	0	1,362	10	1,200	5,000
EXPENDITURES										
SALARIES & BENEFITS										
118-7380-410005	PART-TIME SALARIES	0	0	0	0	0	3,180	500	500	13,664
118-7380-414003	WORKERS COMPENSATION INS	0	0	0	0	0	293	200	200	1,107
118-7380-414004	SOCIAL SECURITY/MEDICARE	0	0	0	0	0	278	250	250	1,045
118-7380-414006	STATE UNEMPLOYMENT	0	0	0	0	0	232	200	200	399
* SALARIES & BENEFITS		0	0	0	0	0	3,983	1,150	1,150	16,215
OPERATIONS & MAINTENANCE										
118-7380-427006	GENERAL SUPPLIES	0	0	0	0	0	767	500	500	500
118-7380-427008	CONCESSION SUPPLIES	0	0	0	0	0	908	500	500	4,500
* OPERATIONS & MAINTENANCE		0	0	0	0	0	1,675	1,000	1,000	5,000
CAPITAL OUTLAY										
118-7380-441005	MACHINERY AND EQUIPMENT	0	0	0	0	0	6,555	1,000	1,000	1,000
* CAPITAL OUTLAY		0	0	0	0	0	6,555	1,000	1,000	1,000
INTER DEPARTMENTAL CHARGES										
118-7380-480001	FACILITY USE CHARGE	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	12,213	3,150	3,150	22,215
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	(10,851)	(3,140)	(1,950)	(17,215)

ENGINEERING & PW - ADMINISTRATION FUND (119)

SUMMARY OF REVENUES AND EXPENDITURES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES - ENGINEERING										
119-4110-330800	ENCROACHMENT PERMIT	17,965	21,425	25,945	59,580	56,415	49,350	105,000	125,000	50,000
119-1910-351100	INVESTMENT EARNINGS	22	0	0	0	0	0	0	0	0
119-4110-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	746	746	0
119-4110-372620	ENGINEERING FEES, INSPECT DVLPMNT SRVC CHG-CAPITAL	365	2,006	587	1,100	6,876	4,832	5,000	9,200	5,000
119-4110-372700	DEVELOPMENT SERVICE CHARG ENGINEER PLAN CHECK/INSP	950	8,984	3,675	2,707	0	0	2,500	0	2,500
119-4110-374120	MISCELLANEOUS	3,958	7,054	0	1,202	1,000	0	3,000	3,000	3,000
TOTAL REVENUES		23,480	39,469	32,695	64,589	64,291	54,182	116,246	137,946	60,500
EXPENDITURES										
119-4110	PUBLIC WORKS ADMIN/ENGINEERING	130,862	176,370	180,309	166,016	175,477	185,452	170,913	170,913	174,018
REVENUES OVER (UNDER) EXPENDITURES		(107,382)	(136,901)	(147,614)	(101,427)	(111,186)	(131,270)	(54,667)	(32,967)	(113,518)
119-4110-399110	GENERAL FUND SUBSIDY	107,382	136,901	147,614	101,427	111,186	131,270	54,667	32,967	113,518
NET		0	0	0	0	0	0	0	0	0
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING		0	0	0	0	0	0	0	0	0

ENGINEERING & PW - ADMINISTRATION FUND (119)

							2020-21			2021-22	
P.W. ADMIN/ENGINEERING		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft	
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary	
									Budget	Budget	Budget
SALARIES & BENEFITS											
119-4110-41000	SALARIES	60,459	63,269	65,127	53,393	57,559	62,179	64,888	64,888	67,320	
119-4110-41007	OVERTIME SALARIES	1,505	705	1,305	860	1,257	825	1,500	1,500	1,500	
119-4110-414001	RETIREMENT	9,227	16,250	16,468	13,522	13,563	13,809	18,155	18,155	20,016	
119-4110-414002	HEALTH INSURANCE	8,439	9,035	10,641	8,191	7,904	6,781	6,468	6,468	6,468	
119-4110-414003	WORKERS COMPENSATION INS	2,270	2,822	5,289	5,771	5,808	6,243	6,560	6,560	2,676	
119-4110-414004	SOCIAL SECURITY/MEDICARE	810	822	814	721	801	864	891	891	924	
119-4110-414005	LONG TERM DISABILITY INS.	260	275	260	241	185	189	175	175	78	
119-4110-414006	STATE UNEMPLOYMENT	282	282	282	239	239	239	239	239	219	
119-4110-414008	LIFE INSURANCE	204	207	143	188	191	190	190	190	190	
* SALARIES & BENEFITS		83,456	93,667	100,329	83,126	87,507	91,319	99,066	99,066	99,391	
OPERATIONS & MAINTENANCE											
119-4110-416002	TRAINING	276	743	1,074	1,712	170	2,886	3,250	3,250	3,250	
119-4110-416005	MEMBERSHIPS	143	0	195	174	294	200	200	200	200	
119-4110-420001	ELECTRIC	8,133	8,034	6,271	6,816	5,362	6,474	7,000	7,000	7,000	
119-4110-420002	GAS	233	361	345	396	441	354	1,000	1,000	1,000	
119-4110-420003	TELEPHONE	549	617	0	0	0	0	0	0	0	
119-4110-420004	CELL PHONES	634	362	450	506	465	687	750	750	750	
119-4110-425011	ADVERTISING	84	0	0	0	0	0	0	0	0	
119-4110-423000	LEASES	4,972	5,256	1,864	2,093	1,725	1,924	7,000	7,000	7,000	
119-4110-424001	BUILDINGS MAINTENANCE	0	0	0	0	3,058	1,268	4,000	4,000	4,000	
119-4110-424003	VEHICLES MAINTENANCE	1,471	328	1,011	785	3,212	359	1,000	1,000	1,000	
119-4110-425003	CONTRACT SERVICES	10,721	46,652	46,883	44,685	51,210	49,647	20,000	20,000	20,000	
119-4110-427001	OFFICE SUPPLIES	1,547	2,096	2,082	2,122	1,507	956	1,500	1,500	1,500	
119-4110-427006	GENERAL SUPPLIES	3,306	1,662	3,676	5,572	2,469	8,653	5,300	5,300	5,300	
119-4110-427022	FUEL & OIL	1,491	1,184	797	990	840	1,117	1,200	1,200	1,200	
119-4110-429000	POSTAGE	564	781	705	392	570	961	1,000	1,000	1,000	
* OPERATIONS & MAINTENANCE		34,124	68,076	65,353	66,243	71,323	75,486	53,200	53,200	53,200	
INTER DEPARTMENTAL CHARGES											
119-4110-480003	FACILITY MAINTENANCE CHARGE	5,200	5,200	5,200	5,720	5,720	7,720	7,720	7,720	8,500	
119-4110-480004	RISK MANAGEMENT CHARGE	5,927	5,927	5,927	5,927	5,927	5,927	5,927	5,927	5,927	
119-4110-480006	INFORMATION TECH CHARGE	2,155	3,500	3,500	5,000	5,000	5,000	5,000	5,000	7,000	
* INTER DEPARTMENTAL CHARGES		13,282	14,627	14,627	16,647	16,647	18,647	18,647	18,647	21,427	
TOTAL		130,862	176,370	180,309	166,016	175,477	185,452	170,913	170,913	174,018	

DEVELOPMENT SERVICES FUND (120)**SUMMARY OF REVENUES AND EXPENDITURES**

							2020-21	2021-22		
							Adopted	Draft		
COMMUNITY DEVELOPMENT		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final Budget	Projected Budget	
120-3110-330300	CONSTRUCTION PERMITS	285,555	368,710	337,573	420,944	236,251	180,590	250,000	380,000	160,000
120-3110-330400	HOME OCCUPATION PERMIT	4,750	6,565	5,320	5,035	5,165	6,365	6,000	5,000	6,000
120-3110-330600	SIGN PERMIT FEE	1,771	1,590	1,505	910	2,695	2,590	1,500	1,900	1,500
120-1910-351100	INVESTMENT EARNINGS	1,522	2,777	2,696	6,564	6,550	6,467	5,000	5,000	5,000
120-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(5,670)	8,708	1,825	5,670	6,000	5,670
120-3110-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	4,891	4,891	0
120-3110-371420	ELECTRONIC RECORDS FEE	754	850	246	0	1,606	1,078	1,100	1,400	1,000
120-3110-372300	SALE MAPS, PUBLICATIONS	2,620	169	251	634	100	7	150	25	150
120-3110-372400	OTHER FILINGS, CERTIFICATES	0	0	193	64	0	0	0	100	0
120-3110-372600	DEVELOPMENT SERVICE CHARGE	47,448	36,006	16,023	0	0	1,838	0	0	0
120-3110-372625	CODE ENFORCEMENT	0	0	500	2,900	(1,500)	5,715	25,000	21,500	25,000
120-3110-372800	PLANNING & ZONING FEES	1,614	1,380	17,975	55,705	33,390	39,958	26,000	49,000	26,000
120-3110-372810	PLAN AND ENERGY CHECK FEE	118,013	172,762	110,137	126,500	82,352	61,120	60,000	90,000	60,000
120-3110-374140	OAKDALE FIRE DISTRICT	0	0	0	0	1,623	8,160	8,160	8,160	8,160
120-3110-375100	FIRE INSPECTIONS	28,191	17,617	23,766	32,066	13,303	4,844	8,000	13,800	8,000
120-3110-375110	FIRE PLAN CHECK	5,827	3,754	4,478	6,775	7,962	6,323	5,600	7,000	5,600
120-3110-375120	FIRE FLOW	450	600	110	110	0	0	1,000	0	1,000
TOTAL REVENUES		498,515	612,780	520,773	652,537	398,205	326,880	408,071	593,776	313,080
COMMUNITY DEVELOPMENT										
	PLANNING	248,086	211,133	239,941	269,470	235,160	288,436	286,427	291,821	290,825
	BUILDING INSPECTION	278,935	245,799	335,790	334,108	359,310	352,390	370,487	370,487	386,662
		527,021	456,932	575,731	603,578	594,470	640,826	656,914	662,308	677,487
REVENUES OVER (UNDER) EXPENDITURES		(28,506)	155,848	(54,958)	48,959	(196,265)	(313,946)	(248,843)	(68,532)	(364,407)
GENERAL FUND SUBSIDY		28,506	0	0	0	46,416	313,946	248,843	68,532	364,407
NET		0	155,848	(54,958)	48,959	(149,849)	0	0	0	0
FUND BALANCE - BEGINNING		0	0	155,848	100,890	149,849	0	0	0	0
FUND BALANCE - ENDING		0	155,848	100,890	149,849	0	0	0	0	0

DEVELOPMENT SERVICES FUND (120)

							2020-21	2021-22	
							Adopted	Draft	
PLANNING (3110)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Projected	Preliminary
							Final	Budget	
							Budget	Budget	
SALARIES & BENEFITS									
120-3110-410000	SALARIES	109,892	72,657	74,212	80,118	79,811	86,884	91,344	92,793
120-3110-410013	CONTRACT EMPLOYEE SALARY	53,775	53,040	61,149	59,550	59,269	67,770	65,000	75,000
120-3110-414001	RETIREMENT	21,395	20,494	21,895	23,967	24,215	25,264	35,419	39,270
120-3110-414002	HEALTH INSURANCE	11,407	8,487	9,605	8,612	8,715	8,632	8,820	8,820
120-3110-414003	WORKERS COMPENSATION INS	4,305	3,020	5,287	6,425	6,611	7,113	7,568	3,658
120-3110-414004	SOCIAL SECURITY/MEDICARE	1,558	1,007	998	1,045	1,121	1,175	1,239	1,262
120-3110-414005	LONG TERM DISABILITY INS.	457	555	535	563	523	518	526	234
120-3110-414006	STATE UNEMPLOYMENT	651	326	326	326	326	311	325	299
120-3110-414008	LIFE INSURANCE	309	292	221	275	281	281	281	269
* SALARIES & BENEFITS		203,749	159,878	174,228	180,881	180,872	197,948	210,522	221,605
OPERATIONS & MAINTENANCE									
120-3110-415000	LIABILITY INSURANCE	10,237	8,360	9,084	10,986	11,951	12,137	11,000	17,000
120-3110-416002	TRAINING	6	10	177	27	1,341	800	1,000	500
120-3110-420001	ELECTRIC	5,654	5,316	3,639	3,302	3,040	5,211	5,000	6,000
120-3110-420003	TELEPHONE	389	134	(89)	0	0	0	0	0
120-3110-423000	LEASES	4,383	3,881	2,347	2,537	2,107	3,418	3,500	3,500
120-3110-424003	VEHICLES MAINTENANCE	296	21	814	647	658	299	700	700
120-3110-425003	CONTRACT SERVICES	4,148	13,885	28,903	47,573	9,902	41,911	25,000	10,300
120-3110-425011	ADVERTISING	1,293	148	1,252	1,416	1,412	298	1,500	1,000
120-3110-425019	BANK/CC SERVICE CHARGES	1,061	983	910	1,531	2,430	3,230	3,000	3,000
120-3110-427001	OFFICE SUPPLIES	1,499	1,190	941	687	1,227	747	1,500	1,000
120-3110-427006	GENERAL SUPPLIES	343	313	306	150	113	797	800	585
120-3110-427022	FUEL & OIL	447	24	121	167	166	141	300	250
120-3110-429000	POSTAGE	1,021	405	723	1,461	1,836	1,394	2,500	2,500
* OPERATIONS & MAINTENANCE		30,777	34,670	49,128	70,484	36,183	70,383	55,800	46,335
INTER DEPARTMENTAL CHARGES									
120-3110-480003	FACILITY MAINTENANCE CHARGE	5,200	5,200	5,200	5,720	5,720	7,720	7,720	8,500
120-3110-480004	RISK MANAGEMENT CHARGE	7,385	7,385	7,385	7,385	7,385	7,385	7,385	7,385
120-3110-480006	INFORMATION TECH CHARGE	975	4,000	4,000	5,000	5,000	5,000	5,000	7,000
* INTER DEPARTMENTAL CHARGES		13,560	16,585	16,585	18,105	18,105	20,105	20,105	22,885
TOTAL		248,086	211,133	239,941	269,470	235,160	288,436	286,427	290,825

DEVELOPMENT SERVICES FUND (120)

BUILDING INSPECTIONS (3130)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
SALARIES & BENEFITS										
120-3130-410000	SALARIES	65,260	61,233	116,012	132,198	154,483	168,507	175,360	175,360	178,111
120-3130-410005	SALARIES - PART-TIME	20,672	25,141	32,271	0	0	0	0	0	0
120-3130-410007	OVERTIME SALARIES	6,634	44	0	29	1,833	887	2,000	2,000	2,000
120-3130-414001	RETIREMENT	15,241	19,087	42,063	41,629	42,567	43,623	61,655	61,655	68,276
120-3130-414002	HEALTH INSURANCE	11,040	8,747	19,490	22,125	30,747	33,292	35,455	35,455	33,877
120-3130-414003	WORKERS COMPENSATION INS	3,590	2,892	4,556	5,238	6,870	6,443	6,587	6,587	6,784
120-3130-414004	SOCIAL SECURITY/MEDICARE	2,628	1,127	1,577	1,961	2,270	2,250	2,274	2,274	2,341
120-3130-414006	STATE UNEMPLOYMENT	704	866	1,103	1,521	1,359	1,085	1,085	1,085	997
120-3130-414008	LIFE INSURANCE	62	53	109	131	158	155	156	156	156
* SALARIES & BENEFITS		125,831	119,190	217,181	204,832	240,287	256,242	284,572	284,572	292,542
OPERATIONS & MAINTENANCE										
120-3130-416002	TRAINING	1,280	433	1,990	2,715	3,533	1,656	3,600	3,600	1,500
120-3130-416005	MEMBERSHIPS	365	275	315	625	200	50	815	815	720
120-3130-420004	CELL PHONES & PAGERS	1,051	756	1,668	776	1,048	1,136	1,400	1,400	1,400
120-3130-424003	VEHICLES MAINTENANCE	398	699	275	61	293	1,617	1,400	1,400	1,000
120-3130-425003	CONTRACT SERVICES	139,473	122,370	101,038	122,226	108,974	89,209	75,000	75,000	85,000
120-3130-425012	SOFTWARE	9,000	0	9,000	0	0	0	0	0	0
120-3130-425016	UNIFORM/LAUNDRY SERVICE	416	265	494	517	591	790	1,000	1,000	1,000
120-3130-427006	GENERAL SUPPLIES	411	1,474	2,620	1,547	3,103	472	1,300	1,300	2,500
120-3130-427022	FUEL & OIL	710	337	670	809	1,281	1,218	1,400	1,400	1,000
* OPERATIONS & MAINTENANCE		153,104	126,609	118,070	129,276	119,023	96,148	85,915	85,915	94,120
120-3130-441006	COMPUTER AND RELATED EQUI	0	0	539	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	539	0	0	0	0	0	0
TOTAL		278,935	245,799	335,790	334,108	359,310	352,390	370,487	370,487	386,662

CHP CANNABIS ENFORCEMENT GRANT (202)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
205-2110-362410	STATE GRANT	0	0	0	0	0	0	0	0	31,075
205-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		0	0	0	0	0	0	0	0	31,075
EXPENDITURES										
SALARIES & BENEFITS										
205-2140-410007	OVERTIME SALARIES	0	0	0	0	0	0	0	0	20,771
205-2140-414003	WORKERS COMPENSATION INS	0	0	0	0	0	0	0	0	0
205-2140-414004	SOCIAL SECURITY/MEDICARE	0	0	0	0	0	0	0	0	1,122
* SALARIES & BENEFITS		0	0	0	0	0	0	0	0	21,893
OPERATIONS & MAINTENANCE										
205-2140-416002	TRAINING	0	0	0	0	0	0	0	0	7,682
205-2140-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	1,500
* OPERATIONS & MAINTENANCE		0	0	0	0	0	0	0	0	9,182
CAPITAL OUTLAY										
205-2110-441005	MACHINERY & EQUIPMENT	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	0	0	31,075
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	0	0	0
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING		0	0	0	0	0	0	0	0	0

SUPPLEMENTAL LAW ENFORCEMENT (203)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
203-2110-362410	STATE GRANT	106,230	114,618	129,324	139,416	148,747	187,739	150,000	150,000	150,000
203-1910-351100	INVESTMENT EARNINGS	102	139	188	1,274	1,995	2,656	750	750	750
203-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,456)	2,074	4,784	1,456	1,456	1,456
TOTAL REVENUES		106,332	114,757	129,512	139,234	152,816	195,179	152,206	152,206	152,206
EXPENDITURES										
203-2110-425003	CONTRACT SERVICES	0	0	0	0	0	0	30,000	30,000	2,000
CAPITAL OUTLAY										
203-2110-441006	MACHINERY & EQUIPMENT	8,386	26,255	0	0	0	5,496	75,000	75,000	75,000
203-2110-441006	COMPUTER & RELATED EQUIP	41,475	0	0	0	0	0	0	0	0
203-2110-441008	RADIO EQUIPMENT	0	0	0	0	0	0	0	0	0
203-2110-441009	VEHICLES	27,021	35,923	31,541	43,261	106,381	0	65,000	65,000	65,000
* CAPITAL OUTLAY		76,882	62,178	31,541	43,261	106,381	5,496	170,000	170,000	142,000
INTERFUND TRANSFERS										
203-2110-499-911	TRANSFERS OUT	50,000	50,000	49,995	49,992	49,992	49,992	50,000	50,000	50,000
		50,000	50,000	49,995	49,992	49,992	49,992	50,000	50,000	50,000
TOTAL EXPENDITURES		126,882	112,178	81,536	93,253	156,373	55,488	220,000	250,000	192,000
REVENUES OVER (UNDER) EXPENDITURES		(20,550)	2,579	47,976	45,981	(3,557)	139,691	(67,794)	(97,794)	(39,794)
FUND BALANCE - BEGINNING		30,026	9,476	12,055	60,031	106,012	102,455	242,146	242,146	144,352
FUND BALANCE - ENDING		9,476	12,055	60,031	106,012	102,455	242,146	174,352	144,352	104,558

AB109-PUBLIC SAFETY REALINGMENT (210)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
210-2110-362450	STATE BSCC REALINGMENT	41,029	4,406	15,454	0	0	0	0	0	0
210-1910-351100	INVESTMENT EARNINGS	373	333	138	355	84	0	300	0	0
TOTAL REVENUES		<u>41,402</u>	<u>4,739</u>	<u>15,592</u>	<u>355</u>	<u>84</u>	<u>0</u>	<u>300</u>	<u>0</u>	<u>0</u>
EXPENDITURES										
SALARIES & BENEFITS										
210-2140-410007	OVERTIME SALARIES	6,372	7,150	0	0	0	0	0	0	0
210-2140-414003	WORKERS COMPENSATION INS	0	0	0	0	0	0	0	0	0
210-2140-414004	SOCIAL SECURITY/MEDICARE	0	0	0	0	0	0	0	0	0
210-2140-414005	LONG TERM DISABILITY INS.	0	0	0	0	0	0	0	0	0
210-2140-414006	STATE UNEMPLOYMENT	0	0	0	0	0	0	0	0	0
210-2140-414008	LIFE INSURANCE	0	0	0	0	0	0	0	0	0
* SALARIES & BENEFITS		<u>6,372</u>	<u>7,150</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CAPITAL OUTLAY										
210-2140-441005	MACHINERY AND EQUIPMENT	46,152	5,250	24,190	18,500	0	0	2,500	2,500	2,500
210-2140-441009	VEHICLES	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		<u>46,152</u>	<u>5,250</u>	<u>24,190</u>	<u>18,500</u>	<u>0</u>	<u>0</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
TOTAL EXPENDITURES		<u>52,524</u>	<u>12,400</u>	<u>24,190</u>	<u>18,500</u>	<u>0</u>	<u>0</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
REVENUES OVER (UNDER) EXPENDITURES		(11,122)	(7,661)	(8,598)	(18,145)	84	0	(2,200)	(2,500)	(2,500)
FUND BALANCE - BEGINNING		55,842	44,720	37,059	28,461	10,316	10,400	10,400	10,400	7,900
FUND BALANCE - ENDING		<u>44,720</u>	<u>37,059</u>	<u>28,461</u>	<u>10,316</u>	<u>10,400</u>	<u>10,400</u>	<u>8,200</u>	<u>7,900</u>	<u>5,400</u>

NON-JUDICIAL FORFEITURE (211)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
211-2110-340500	FORFEITURES CLEARED BY COUNTY	735	973	340	216	0	954	500	10	0
211-1910-351100	INVESTMENT EARNINGS	98	167	178	85	378	63	400	10	0
211-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(240)	340	459	240	240	240
TOTAL REVENUES		833	1,140	518	61	718	1,476	1,140	260	240
EXPENDITURES										
OPERATIONS & MAINTENANCE										
211-2110-416002	TRAINING	0	0	0	975	0	0	0	0	0
211-2110-425003	CONTRACT SERVICES	0	0	0	0	5,650	0	0	0	4,000
211-2110-427006	SPECIAL DEPARTMENTAL SUPP	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	975	5,650	0	0	0	4,000
CAPITAL OUTLAY										
211-2110-441005	MACHINERY AND EQUIPMENT	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	975	5,650	0	0	0	4,000
REVENUES OVER (UNDER) EXPENDITURES		833	1,140	518	(914)	(4,932)	1,476	1,140	260	(3,760)
FUND BALANCE - BEGINNING		5,903	6,736	7,876	8,394	7,480	2,548	4,024	4,024	4,284
FUND BALANCE - ENDING		6,736	7,876	8,394	7,480	2,548	4,024	5,164	4,284	524

PUBLIC SAFETY FUND (214)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
214-1910-320100	SALES & USE TAX	166,239	180,943	153,403	179,773	194,823	189,769	180,000	180,000	180,000
214-1910-351100	INVESTMENT EARNINGS	168	297	290	779	1,290	1,805	800	800	800
214-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(692)	1,243	641	692	692	692
TOTAL REVENUES		<u>166,407</u>	<u>181,240</u>	<u>153,693</u>	<u>179,860</u>	<u>197,356</u>	<u>192,215</u>	<u>181,492</u>	<u>181,492</u>	<u>181,492</u>
EXPENDITURES										
TRANSFERS & OTHER										
214-2110-499110	POLICE SERVICES	100,000	100,000	100,005	100,008	100,008	150,000	125,000	125,000	125,000
214-2210-499110	FIRE SERVICES	60,000	60,000	60,000	60,000	60,000	100,000	80,000	80,000	80,000
TOTAL EXPENDITURES		<u>160,000</u>	<u>160,000</u>	<u>160,005</u>	<u>160,008</u>	<u>160,008</u>	<u>250,000</u>	<u>205,000</u>	<u>205,000</u>	<u>205,000</u>
REVENUES OVER (UNDER) EXPENDITURES		6,407	21,240	(6,312)	19,852	37,348	(57,785)	(23,508)	(23,508)	(23,508)
FUND BALANCE - BEGINNING		<u>37,204</u>	<u>43,611</u>	<u>64,851</u>	<u>58,539</u>	<u>78,391</u>	<u>115,739</u>	<u>57,954</u>	<u>57,954</u>	<u>34,446</u>
FUND BALANCE - ENDING		<u>43,611</u>	<u>64,851</u>	<u>58,539</u>	<u>78,391</u>	<u>115,739</u>	<u>57,954</u>	<u>34,446</u>	<u>34,446</u>	<u>10,938</u>

GAS TAX FUND (215)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
215-1910-351100	INVESTMENT EARNINGS	3,826	5,631	3,637	3,221	4,819	6,019	4,000	4,000	4,000
215-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,958)	3,761	7,997	1,958	1,500	1,500
215-4149-360301	GAS TAX 2106	73,006	75,499	77,297	73,178	80,489	73,608	57,245	79,210	79,210
215-4149-360302	GAS TAX 2107	148,642	159,179	159,204	160,396	160,936	153,343	114,354	151,808	151,808
215-4149-360303	GAS TAX 2107.5	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
215-4149-360305	GAS TAX 2105	116,594	122,245	125,572	123,245	127,970	121,442	95,785	126,191	126,191
215-4149-360306	GAS TAX 2103	198,493	111,847	59,648	92,779	77,919	164,158	147,740	201,151	201,151
215-4149-360307	GAS TAX - LOAN REPAY	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		545,561	479,401	430,358	455,861	460,894	531,567	426,082	568,860	568,860
EXPENDITURES										
OPERATIONS & MAINTENANCE										
215-4149-427006	GENERAL SUPPLIES	28,305	0	2,831	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		28,305	0	2,831	0	0	0	0	0	0
CAPITAL OUTLAY										
215-4149-443005	THERMOPLASTIC MACHINE	20,002	0	0	0	0	0	0	0	0
215-4149-442001	CAPITAL PROJECT	310,811	163,434	654,784	0	0	0	0	0	0
CP1540 - ADA TRASITION PLAN		0	0	51,540	0	0	0	0	0	0
CP1604 - C STREET OVERLAY 6TH - 2ND		0	0	0	3,412	0	0	0	0	0
CP1605 - 2ND STREET WATER MAIN - C - E ST		0	0	488,813	0	0	0	0	0	0
CP1613 - S. SIERRA AVE IMPROVEMENTS		0	27,574	0	0	0	0	0	0	0
CP1621-YOSEMITE - F TO J ST		0	0	0	183,849	0	0	0	0	0
CP1622-SUSTAINABLE TRASITION PLAN		0	0	0	4,247	0	0	0	0	0
CP1735 - C STREET - YOSEMITE TO FIRST		0	0	0	60,943	3,880	0	0	0	0
CP1815 - 3RD AVE - E TO F ST		0	0	0	5,050	7,590	8,500	26,500	26,500	0
CP 1821 - GREGER/CONAGRA INTERSECTION I		0	0	0	0	2,530	970	0	0	0
CP1904 - E G SLURRY SEAL - LIVE OAK TO SIE		0	0	0	0	21,355	0	0	0	0
CP1905 - 5TH AVE - G TO J DESIGN		0	0	0	0	32,313	0	0	0	0
CP1909 - G & MAAG INTERSECTION		0	0	0	0	25,531	0	0	0	0
CP1910 - MAAG (G-J) E ST (YOSEMITE-5TH)		0	0	0	0	6,310	13,647	57,082	57,082	0
CP1913 - OLIVE STREET (OAK TO TO West End)		0	0	0	0	14,530	6,948	40,000	40,000	0
CP2001 - EAST J STREET SLURRY SEAL		0	0	0	0	0	100,628	0	0	0
CP2002 - GREGER/CONAGRA INTERSECTION		0	0	0	0	0	0	25,000	25,000	0
CP2003 - DEL RIO CIRCLE		0	0	0	0	0	13,965	21,035	21,035	0
CP2004 - J ST - DAVITT TO FIRST- DESIGN		0	0	0	0	0	0	40,000	40,000	0
CP2009 ATP - G STREET PROJECT - DESIGN		0	0	0	0	0	0	45,000	45,000	0
CP2016 - 2020 SLURRY SEAL - DESIGN		0	0	0	0	0	1,188	1,875	1,875	0
* CAPITAL OUTLAY		330,813	163,434	654,784	257,501	114,039	145,846	256,492	256,492	0
INTERFUND TRANSFERS										
215-4149-499110	TRANSFERS OUT	269,633	269,633	326,000	226,631	299,860	200,000	200,000	200,000	200,000
TOTAL EXPENDITURES		628,751	433,067	983,615	484,132	413,899	345,846	456,492	456,492	200,000
REVENUES OVER (UNDER) EXPENDITURES		(83,190)	46,334	(553,257)	(28,271)	46,995	185,722	(30,410)	112,368	368,860
FUND BALANCE - BEGINNING		863,096	779,906	826,240	272,983	244,712	291,707	477,429	477,429	589,797
FUND BALANCE - ENDING		779,906	826,240	272,983	244,712	291,707	477,429	447,018	589,797	958,657

SBI - ROAD MAINTENANCE FUND (216)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
216-1910-351100	INVESTMENT EARNINGS	0	0	0	138	3,973	6,623	300	300	300
216-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(694)	2,876	9,830	0	0	0
216-4149-360308	GAS TAX -ROAD MTCE REHAB	0	0	0	84,941	475,856	379,057	314,747	373,000	465,300
TOTAL REVENUES		0	0	0	84,385	482,705	395,510	315,047	373,300	465,600
EXPENDITURES										
216-4149-441002 CAPITAL PROJECTS										
	CP1735 C STREET - YOSEMITE TO FIRST	0	0	0	0	0	0	0	0	0
	CP1904 G ST SLURRY SEAL	0	0	0	0	0	108,854	7,146	7,146	0
	CP1911 POPLAR AVE - LAUREL TO FIRST	0	0	0	0	0	0	0	0	0
	CP2007 AREA #1 SLURRY SEAL	0	0	0	0	0	252,969	127,031	127,031	0
	CP2008 S. YOSEMITE - S. OF WARNERVILL	0	0	0	0	0	260	179,740	179,740	0
	CP2009 ATP - G STREET PROJECT	0	0	0	0	0	3,595	0	0	0
	CP2016 AREA #2 SLURRY SEAL	0	0	0	0	0	0	240,000	240,000	0
* CAPITAL OUTLAY		0	0	0	0	0	365,678	553,917	553,917	0
INTERFUND TRANSFERS										
216-999-499110	TRANSFERS OUT	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	365,678	553,917	553,917	0
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	84,385	482,705	29,832	(238,870)	(180,617)	465,600
FUND BALANCE - BEGINNING		0	0	0	0	84,385	567,090	596,922	596,922	416,305
FUND BALANCE - ENDING		0	0	0	84,385	567,090	596,922	358,052	416,305	881,905

TRAFFIC CONGESTION RELIEF FUND (PROP 42)(217)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
217-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	150	150	150
217-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	0	0	0	0	0
217-4149-360307	GAS TAX - LOAN REPAY	0	0	0	25,818	26,303	26,764	0	0	0
TOTAL REVENUES		0	0	0	25,818	26,303	26,764	150	150	150
EXPENDITURES										
CAPITAL OUTLAY										
217-4149-442001	CAPITAL PROJECT									
* CAPITAL OUTLAY		0	0	0	0	0	0	0	0	0
INTERFUND TRANSFERS										
217-4149-499110	TRANSFERS OUT	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	0	0	0
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	25,818	26,303	26,764	150	150	150
FUND BALANCE - BEGINNING		0	0	0	0	25,818	52,121	78,885	78,885	79,035
FUND BALANCE - ENDING		0	0	0	25,818	52,121	78,885	79,035	79,035	79,185

LOCAL TRANSPORTATION FUND (221)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
221-4149-320221	LOCAL TRANSPORTATION TAX	622,203	0	213,865	0	0	57,466	0	0	0
221-1910-351100	INVESTMENT EARNINGS	2,312	6,202	5,598	9,779	2,295	872	450	450	450
221-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(5,787)	6,020	796	(400)	(400)	(400)
TOTAL REVENUES		624,515	6,202	219,463	3,992	8,315	59,134	50	50	50
EXPENDITURES										
SALARIES & BENEFITS										
221-4140-425003	CONTRACT SERVICES	0	0	17,370	19,390	0	0	0	0	0
221-4149-441005	MACHINERY & EQUIPMENT	0	0	0	0	0	0	0	0	0
221-4149-442001	CAPITAL PROJECTS		0	0	0	0	0	0	0	0
CP1008	- DAVITT AVE PHASE 1	0	0	0	0	0	0	0	0	0
CP1009	- 7TH - 10TH AVE	0	0	0	0	0	0	0	0	0
CP1010	- HI-TECH PARKWAY	0	0	0	0	0	0	0	0	0
CP1012	- BIKE LANE RESTRIPIING	7,001	0	0	0	0	0	0	0	0
CP1013	- ASH STREET TUNNEL	0	0	0	5,070	1,004	172	14,014	14,014	0
CP 1535	- SIDE WALK ACCESS RAMPS	69,867	496	0	0	0	0	0	0	0
CP1604	- C STREET 6TH - YOSEMITE	0	0	0	103,475	0	0	0	0	0
CP1621	- YOSEMITE - F TO J ST	0	0	0	138,794	0	0	0	0	0
CP1701	- TRAFFIC SIGNAL BATTERY BACKUP	0	0	26,822	0	0	0	0	0	0
CP1724	- NORTH MAAG SIDEWALK	0	0	0	0	47,322	0	0	0	0
CP1725	- GREGER & HUDSON STREET	0	0	0	0	0	0	0	0	0
CP1730	- 2017 STREET OVERLAY	0	0	365,050	36,743	0	0	0	0	0
CP1735	- C STREET - YOSEMITE TO FIRST	0	0	14,060	26,714	0	0	0	0	0
CP1818	- ARMSTRONG OVERLAY	0	0	0	13,975	225,960	0	0	0	0
CP1820	- GREGER ST PAVEMENT REPAIR	0	0	0	23,273	0	0	0	0	0
CP1825	- A STREET SLURRY SEAL	0	0	0	0	81,000	0	0	0	0
CP1906	- TRAIL PROJECT	0	0	0	0	0	0	64,225	64,225	0
TOTAL EXPENDITURES		76,868	496	423,302	367,434	355,286	172	78,239	78,239	0
REVENUES OVER (UNDER) EXPENDITURES		547,647	5,706	(203,839)	(363,442)	(346,971)	58,962	(78,189)	(78,189)	50
FUND BALANCE - BEGINNING		405,895	953,542	959,248	755,409	391,967	44,996	103,958	103,958	25,769
FUND BALANCE - ENDING		953,542	959,248	755,409	391,967	44,996	103,958	25,769	25,769	25,819

MEASURE L FUND (222)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget	
		Actual	Actual	Actual	Actual	Actual	Actual				
REVENUES											
222-1910-351100	INVESTMENT EARNINGS	0	0	0	544	3,291	8,150	2,000	2,000	2,000	
222-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(2,539)	5,391	11,571	0	0	0	
222-4149-321222	LOCAL STREETS & ROADS	0	0	0	853,546	860,488	955,317	640,000	900,000	900,000	
222-4149-321222	TRAFFIC MANAGEMENT	0	0	0	170,709	172,098	191,063	136,000	190,000	190,000	
222-4149-321222	BIKE & PEDESTRIAN	0	0	0	85,355	86,049	95,531	68,000	95,000	95,000	
TOTAL REVENUES		0	0	0	1,107,615	1,127,317	1,261,632	846,000	1,187,000	1,187,000	
EXPENDITURES											
222-4149-442001 CAPITAL PROJECTS											
CP1730	- 2017 STREET (LEE & PONTIAC	0	0	593,086	46,830	0	0	0	0	0	
CP1809	- PARKING LOT - THIRD & E	0	0	0	0	58,141	0	0	0	0	
CP1814	- H ST - OAK TO ASH	0	0	0	22,480	54,861	273,442	0	0	0	
CP1816	- MAGNOLIA - OAK TO MAXWELL	0	0	0	355,328	401,726	0	0	0	0	
CP1905	- 5TH AVE - G TO J	0	0	0	0	4,710	739,941	0	0	0	
CP1906	- TRAIL PROJECT	0	0	0	0	0	4,730	100,000	100,000	0	
CP1911	- POPLAR - LAUREL TO FIRST	0	0	0	0	27,500	7,250	487,750	487,750	0	
CP1913	- OLIVE STREET (OAK TO TO West End)	0	0	0	0	0	0	0	0	1,256,000	
CP2003	- DEL RIO CIRCLE	0	0	0	0	0	0	587,000	587,000	0	
CP2009	ATP - G STREET PROJECT	0	0	0	0	0	0	800,000	800,000	0	
TOTAL EXPENDITURES		0	0	593,086	424,638	546,938	1,025,363	1,974,750	1,974,750	1,256,000	
REVENUES OVER (UNDER) EXPENDITURES		0	0	(593,086)	682,977	580,379	236,269	(1,128,750)	(787,750)	(69,000)	
FUND BALANCE - BEGINNING		0	0	0	(593,086)	89,891	670,270	906,539	906,539	118,789	
FUND BALANCE - ENDING		0	0	(593,086)	89,891	670,270	906,539	(222,211)	118,789	49,789	
FUND BALANCE											
LOCAL STREETS & ROADS				(593,086)	(164,178)	210,236	148,109				
TRAFFIC MANAGEMENT				0	169,379	345,958	548,837				
BIKE & PEDESTRIAN				0	84,690	114,076	209,593				
				(593,086)	89,891	670,270	906,539				

SOLID WASTE MANAGEMENT FUND (229)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
229-1910-351100	INVESTMENT EARNINGS	146	319	300	681	744	827	500	500	500
229-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(525)	791	973	525	525	525
229-1910-320403	RECYCLE PAYMENTS	20,060	6,442	2,500	0	0	0	0	0	0
229-1910-374120	MISCELLANEOUS	0	0	0	0	1,790	0	0	0	0
TOTAL REVENUES		20,206	6,761	2,800	156	3,325	1,800	1,025	1,025	1,025
EXPENDITURES										
229-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	30,000
229-1910-425025	ADMINISTRATION	0	2,500	0	1,271	1,040	0	5,000	5,000	5,000
TOTAL EXPENDITURES		0	2,500	0	1,271	1,040	0	5,000	5,000	35,000
REVENUES OVER (UNDER) EXPENDITURES		20,206	4,261	2,800	(1,115)	2,285	1,800	(3,975)	(3,975)	(33,975)
FUND BALANCE - BEGINNING		26,017	46,223	50,484	53,284	52,169	54,454	56,254	56,254	52,279
FUND BALANCE - ENDING		46,223	50,484	53,284	52,169	54,454	56,254	52,279	52,279	18,304

GENERAL PLAN FUND (230)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
230-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
230-1910-399245	TRANSFER IN - ECONOMIC DEV	0	0	0	0	0	0	0	0	0
230-1910-399110	TRANSFER IN -GENERAL FUND	0	0	0	0	0	50,000	0	0	0
230-3110-371416	GENERAL PLAN UPDATE FEE	38,540	81,274	65,694	85,965	47,417	13,677	60,000	85,000	85,000
TOTAL REVENUES		<u>38,540</u>	<u>81,274</u>	<u>65,694</u>	<u>85,965</u>	<u>47,417</u>	<u>63,677</u>	<u>60,000</u>	<u>85,000</u>	<u>85,000</u>
EXPENDITURES										
230-3110-425011	ADVERTISING	0	0	0	0	0	0	0	0	0
230-3110-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		38,540	81,274	65,694	85,965	47,417	63,677	60,000	85,000	85,000
FUND BALANCE - BEGINNING		<u>(513,186)</u>	<u>(474,646)</u>	<u>(393,372)</u>	<u>(327,678)</u>	<u>(241,713)</u>	<u>(194,296)</u>	<u>(130,619)</u>	<u>(130,619)</u>	<u>(45,619)</u>
FUND BALANCE - ENDING		<u>(474,646)</u>	<u>(393,372)</u>	<u>(327,678)</u>	<u>(241,713)</u>	<u>(194,296)</u>	<u>(130,619)</u>	<u>(70,619)</u>	<u>(45,619)</u>	<u>39,381</u>

SOUTH INDUSTRIAL SPECIFIC PLAN FUND (231)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
231-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
EXPENDITURES										
231-3110-425003	CONTRACT SERVICES	0	0	0	0	0	0	71,000	71,000	0
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>71,000</u>	<u>71,000</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	(71,000)	(71,000)	0
FUND BALANCE - BEGINNING		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(71,000)</u>
FUND BALANCE - ENDING		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>(71,000)</u>	<u>(71,000)</u>	<u>(71,000)</u>

CA DEPARTMENT FISH WILDLIFE RESTORATION GRANT (235)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21	2020-21	2021-22
								Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
235-1910-36241	STATE GRANT	0	0	0	0	0	95,703	0	0	0
235-1910-35110	INVESTMENT EARNINGS	0	0	0	0	0	0	245,000	245,333	0
TOTAL REVENUES		0	0	0	0	0	95,703	245,000	245,333	0
EXPENDITURES										
OPERATIONS & MAINTENANCE										
235-1910-42500	CONTRACT SERVICES	0	0	0	0	0	117,454	223,582	223,582	0
235-1910-42700	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	0	0	117,454	223,582	223,582	0
CAPITAL OUTLAY										
206-2110-44100	MACHINERY & EQUIPMENT	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	117,454	223,582	223,582	0
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	(21,751)	21,418	21,751	0
FUND BALANCE - BEGINNING		0	0	0	0	0	0	(21,751)	(21,751)	0
FUND BALANCE - ENDING		0	0	0	0	0	(21,751)	(333)	0	0

HOMELESS EMERGENCY AID PROGRAM (HEAP) FUND (236)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
236-1910-361100	FEDERAL GRANT	0	0	0	0	0	0	65,000	65,000	0
236-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	1,771	0
TOTAL REVENUES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>65,000</u>	<u>66,771</u>	<u>0</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
236-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
236-1910-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CAPITAL OUTLAY										
236-1910-44200	CAPITAL PROJECTS	0	0	0	0	0	0	65,000	65,000	0
* CAPITAL OUTLAY		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>65,000</u>	<u>65,000</u>	<u>0</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>65,000</u>	<u>65,000</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	0	1,771	0
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1,771</u>	<u>0</u>

CARES ACT (COVID-19) STANISLAUS COUNTY GRANT FUND (237)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
237-1910-361100	FEDERAL GRANT	0	0	0	0	0	0	776,459	776,459	0
237-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>776,459</u>	<u>776,459</u>	<u>0</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
237-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	776,459	776,459	0
237-1910-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>776,459</u>	<u>776,459</u>	<u>0</u>
CAPITAL OUTLAY										
237-1910-44200	CAPITAL PROJECTS	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>776,459</u>	<u>776,459</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	0	0	0
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

CARES ACT (COVID-19) STATE GRANT FUND (238)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21	2020-21	2021-22
								Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
238-1910-361100	FEDERAL GRANT	0	0	0	0	0	0	283,947	283,947	0
238-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		0	0	0	0	0	0	283,947	283,947	0
EXPENDITURES										
OPERATIONS & MAINTENANCE										
238-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	283,947	283,947	0
238-1910-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	0	0	0	283,947	283,947	0
CAPITAL OUTLAY										
238-1910-44200	CAPITAL PROJECTS	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	0	283,947	283,947	0
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	0	0	0
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING		0	0	0	0	0	0	0	0	0

AMERICAN RECOVERY ACT FUND (239)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
238-1910-361100	FEDERAL GRANT	0	0	0	0	0	0	0	0	0
238-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	2,200,000
TOTAL REVENUES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,200,000</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
238-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
238-1910-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CAPITAL OUTLAY										
238-1910-44200	CAPITAL PROJECTS	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	0	0	2,200,000
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	0
FUND BALANCE - ENDING		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,200,000</u>

HOUSING FUND (241)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
241-1910-351100	INVESTMENT EARNINGS	105	310	300	9,303	5,163	4,898	2,000	2,000	2,000
241-3140-351316	CHILDRENS GUARDIAN	0	0	0	0	0	0	3,456	3,456	3,456
241-1910-351119	OAK HAVEN	0	0	46,444	0	59,556	88,410	0	67,700	0
241-3140-351316	TRANSFER IN	0	0	0	0	0	0	45,356	45,356	0
TOTAL REVENUES		<u>105</u>	<u>310</u>	<u>46,744</u>	<u>9,303</u>	<u>64,719</u>	<u>93,308</u>	<u>50,812</u>	<u>118,512</u>	<u>5,456</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
241-3140-425003	CONTRACT SERVICES	5,604	9,348	0	0	0	0	0	0	0
241-3140-439000	LOANS MADE	0	0	0	0	0	0	280,000	280,000	0
* OPERATIONS & MAINTENANCE		<u>5,604</u>	<u>9,348</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>280,000</u>	<u>280,000</u>	<u>0</u>
TOTAL EXPENDITURES		<u>5,604</u>	<u>9,348</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>280,000</u>	<u>280,000</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		(5,499)	(9,038)	46,744	9,303	64,719	93,308	(229,188)	(161,488)	5,456
FUND BALANCE - BEGINNING		<u>4,141,931</u>	<u>4,136,432</u>	<u>4,127,394</u>	<u>4,174,138</u>	<u>4,183,441</u>	<u>4,248,160</u>	<u>4,341,468</u>	<u>4,341,468</u>	<u>4,179,980</u>
FUND BALANCE - ENDING		<u>4,136,432</u>	<u>4,127,394</u>	<u>4,174,138</u>	<u>4,183,441</u>	<u>4,248,160</u>	<u>4,341,468</u>	<u>4,112,280</u>	<u>4,179,980</u>	<u>4,185,436</u>
Fund Balance		4,136,432	4,127,394	4,174,138	4,183,441	4,248,160	4,341,468			
Less Reserved for Loans Outstanding		(4,125,207)	(4,076,072)	(4,072,616)	(4,069,160)	(4,065,704)	(4,062,248)			
Unreserved		<u>11,225</u>	<u>51,322</u>	<u>101,522</u>	<u>114,281</u>	<u>182,456</u>	<u>279,220</u>			

HOME LOAN CONSORTIUM FUND (242)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
242-1910-351100	INVESTMENT EARNINGS	(13)	0	1	4	0	0	0	0	0
242-3140-361102	FEDERAL GRANT	102,500	0	18,035	1,881	1,314	2,012	2,500	2,500	2,500
TOTAL REVENUES		<u>102,487</u>	<u>0</u>	<u>18,036</u>	<u>1,885</u>	<u>1,314</u>	<u>2,012</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
EXPENDITURES										
SALARIES & BENEFITS										
242-3140-410000	SALARIES	3,884	1,545	836	0	1,000	1,200	1,500	1,500	1,500
242-3140-414001	RETIREMENT	1,651	222	33	0	200	450	600	600	600
242-3140-414002	HEALTH INSURANCE	1,033	7	10	0	100	222	260	260	260
242-3140-414003	WORKERS COMPENSATION INS	210	36	3	0	14	75	75	75	75
242-3140-414004	SOCIAL SECURITY/MEDICARE	91	1	1	0	0	30	30	30	30
242-3140-414005	LONG TERM DISABILITY INS.	0	0	1	0	0	20	20	20	20
242-3140-414006	STATE UNEMPLOYMENT	16	0	0	0	0	15	15	15	15
242-3140-414008	LIFE INSURANCE	6	0	0	0	0	0	0	0	0
* SALARIES & BENEFITS		<u>6,891</u>	<u>1,811</u>	<u>884</u>	<u>0</u>	<u>1,314</u>	<u>2,012</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
OPERATIONS & MAINTENANCE										
242-3140-425003	CONTRACT SERVICES	350	0	0	0	0	0	0	0	0
242-3140-425025	ADMINISTRATIVE CHARGE	0	0	0	0	0	0	0	0	0
242-3140-439000	LOANS MADE	0	0	0	0	0	0	0	0	0
	Loans Transferred To Fund 244	100,000	0	17,076	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>100,350</u>	<u>0</u>	<u>17,076</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>107,241</u>	<u>1,811</u>	<u>17,960</u>	<u>0</u>	<u>1,314</u>	<u>2,012</u>	<u>2,500</u>	<u>2,500</u>	<u>2,500</u>
REVENUES OVER (UNDER) EXPENDITURES		(4,754)	(1,811)	76	1,885	0	0	0	0	0
FUND BALANCE - BEGINNING		<u>6,489</u>	<u>1,735</u>	<u>(76)</u>	<u>0</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>
FUND BALANCE - ENDING		<u>1,735</u>	<u>(76)</u>	<u>0</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>	<u>1,885</u>

HOME LOAN REUSE FUND (243)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
243-1910-351100	INVESTMENT EARNINGS	4	8	11	12	1	2,117	0	3,470	0
243-3140-351301	LOAN REPAYMENTS	0	0	0	0	0	0	0	45,000	0
243-3140-399000	TRANSFER IN	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>4</u>	<u>8</u>	<u>11</u>	<u>12</u>	<u>1</u>	<u>2,117</u>	<u>0</u>	<u>48,470</u>	<u>0</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
243-3140-425003	CONTRACT SERVICES	70	(70)	0	0	0	0	0	0	0
243-3140-439000	LOANS MADE	0	0	0	0	0	0	0	0	0
243-3140-439001	RETURN OF LOAN PROCEED	0	0	0	0	0	0	23,894	23,894	0
243-3140-439003	WRITE OFF - FORECLOSURE	0	0	0	0	89,519	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>70</u>	<u>(70)</u>	<u>0</u>	<u>0</u>	<u>89,519</u>	<u>0</u>	<u>23,894</u>	<u>23,894</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		(66)	78	11	12	(89,518)	2,117	(23,894)	24,576	0
FUND BALANCE - BEGINNING		<u>490,632</u>	<u>490,566</u>	<u>490,644</u>	<u>490,655</u>	<u>490,667</u>	<u>401,149</u>	<u>403,266</u>	<u>403,266</u>	<u>427,842</u>
FUND BALANCE - ENDING		<u>490,566</u>	<u>490,644</u>	<u>490,655</u>	<u>490,667</u>	<u>401,149</u>	<u>403,266</u>	<u>379,372</u>	<u>427,842</u>	<u>427,842</u>
Fund Balance		490,566	490,644	490,655	490,667	401,149	403,266			
Less Reserved for Loans Outstanding		(488,891)	(488,891)	(488,891)	(488,891)	(399,372)	(379,372)			
Unreserved Balance		<u>1,675</u>	<u>1,753</u>	<u>1,764</u>	<u>1,776</u>	<u>1,777</u>	<u>23,894</u>			

HOME LOAN CONSORTIUM REUSE FUND (244)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
244-1910-351100	INVESTMENT EARNINGS	2,588	238	276	4,297	64	5,913	3,000	6,583	0
244-3140-399242	Loans Transferred From 242	100,000	0	17,076	0	0	0	0	0	0
TOTAL REVENUES		<u>102,588</u>	<u>238</u>	<u>17,352</u>	<u>4,297</u>	<u>64</u>	<u>5,913</u>	<u>3,000</u>	<u>6,583</u>	<u>0</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
244-3140-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
244-3140-425003	ADMINISTRATIVE CHARGE	0	0	0	0	0	0	0	0	0
244-3140-439000	LOANS MADE	0	0	0	0	0	0	0	0	0
244-3140-439001	RETURN OF LOAN PROCEEDS	0	0	3,647	54,248	0	0	74,657	74,657	0
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>0</u>	<u>3,647</u>	<u>54,248</u>	<u>0</u>	<u>0</u>	<u>74,657</u>	<u>74,657</u>	<u>0</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>3,647</u>	<u>54,248</u>	<u>0</u>	<u>0</u>	<u>74,657</u>	<u>74,657</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		102,588	238	13,705	(49,951)	64	5,913	(71,657)	(68,074)	0
FUND BALANCE - BEGINNING		<u>2,337,752</u>	<u>2,440,340</u>	<u>2,440,578</u>	<u>2,454,283</u>	<u>2,404,332</u>	<u>2,404,396</u>	<u>2,410,309</u>	<u>2,410,309</u>	<u>2,342,235</u>
FUND BALANCE - ENDING		<u>2,440,340</u>	<u>2,440,578</u>	<u>2,454,283</u>	<u>2,404,332</u>	<u>2,404,396</u>	<u>2,410,309</u>	<u>2,338,652</u>	<u>2,342,235</u>	<u>2,342,235</u>
Fund Balance		2,440,340	2,440,578	2,454,283	2,404,332	2,404,396	2,410,309			
Less Reserved for Loans Outstanding		<u>(2,304,291)</u>	<u>(2,404,291)</u>	<u>(2,454,292)</u>	<u>(2,404,292)</u>	<u>(2,404,292)</u>	<u>(2,335,652)</u>			
Unreserved		<u>136,049</u>	<u>36,287</u>	<u>(9)</u>	<u>40</u>	<u>104</u>	<u>74,657</u>			

ECONOMIC DEVELOPMENT FUND (245)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
245-1910-351100	INVESTMENT EARNINGS	1,458	3,977	3,568	7,347	7,807	5,655	5,000	5,000	5,000
245-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(5,675)	7,587	6,311	0	0	0
245-1910-372500	SALE OF PROPERTY	470,810	0	0	0	0	0	0	0	0
245-1910-380801	DONATIONS	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>472,268</u>	<u>3,977</u>	<u>3,568</u>	<u>1,672</u>	<u>15,394</u>	<u>11,966</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
EXPENDITURES										
GENERAL GOVERNMENT										
245-1910-441002	CP1542 - 142 S 2ND AVE DEMO	0	18,043	0	0	0	0	0	0	0
245-1910-425003	OTHER PROFESSIONAL FEES	7,022	7,922	42,022	42	0	5,000	0	0	0
245-1910-427031	BUSINESS INCENTIVE PROGRAM	0	2,000	1,000	1,000	4,000	1,000	8,000	0	0
		<u>7,022</u>	<u>27,965</u>	<u>43,022</u>	<u>1,042</u>	<u>4,000</u>	<u>6,000</u>	<u>8,000</u>	<u>0</u>	<u>0</u>
OPERATIONS & MAINTENANCE										
GENERAL SUPPLIES										
		230	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>230</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CAPITAL OUTLAY										
245-1910-441002	IMPROVEMENTS TO LAND	900	0	3,969	0	0	0	0	0	0
	CP1809 PARKING LOT - THIRD & E	0	0	0	10,730	202,829	0	0	0	0
	CP2012 COMMUNITY LED SIGN	0	0	0	0	0	0	0	0	0
	CP2017 COMMUNITY CENTER PARKING LOT	0	0	0	0	0	15,263	100,000	100,000	0
	IMPROV TO BUILDINGS - HERSHEY	2,860	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		<u>3,760</u>	<u>0</u>	<u>3,969</u>	<u>10,730</u>	<u>202,829</u>	<u>15,263</u>	<u>100,000</u>	<u>100,000</u>	<u>0</u>
INTERFUND TRANSFERS										
TRANSFERS OUT - GENERAL PLAN										
		0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		<u>11,012</u>	<u>27,965</u>	<u>46,991</u>	<u>11,772</u>	<u>206,829</u>	<u>21,263</u>	<u>108,000</u>	<u>100,000</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		461,256	(23,988)	(43,423)	(10,100)	(191,435)	(9,297)	(103,000)	(95,000)	5,000
FUND BALANCE - BEGINNING		211,526	672,782	648,794	605,371	595,271	403,836	394,539	394,539	299,539
FUND BALANCE - ENDING		<u>672,782</u>	<u>648,794</u>	<u>605,371</u>	<u>595,271</u>	<u>403,836</u>	<u>394,539</u>	<u>291,539</u>	<u>299,539</u>	<u>304,539</u>
Fund Balance		672,782	648,794	605,371	595,271	403,836	394,539			
Less Reserved for Loans Outstanding		(34,855)	(34,855)	(34,855)	(32,354)	(29,854)	(29,854)			
Unreserved Balance		<u>637,927</u>	<u>613,939</u>	<u>570,516</u>	<u>562,917</u>	<u>373,982</u>	<u>364,685</u>			

CAL HOME LOAN REUSE FUND (248)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
248-1910-351100	INVESTMENT EARNINGS	92	(2)	2,032	7,318	120	0	200	3,000	3,000
TOTAL REVENUES		<u>92</u>	<u>(2)</u>	<u>2,032</u>	<u>7,318</u>	<u>120</u>	<u>0</u>	<u>200</u>	<u>3,000</u>	<u>3,000</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
248-3140-425003	CONTRACT SERVICES	70	(70)	0	0	0	0	0	0	0
248-3140-439000	LOANS MADE	0	0	0	0	0	0	0	0	0
243-3140-439003	WRITE OFF - FORECLOSURE	0	0	0	0	68,300	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>70</u>	<u>(70)</u>	<u>0</u>	<u>0</u>	<u>68,300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>70</u>	<u>(70)</u>	<u>0</u>	<u>0</u>	<u>68,300</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		22	68	2,032	7,318	(68,180)	0	200	3,000	3,000
FUND BALANCE - BEGINNING		<u>450,219</u>	<u>450,241</u>	<u>450,309</u>	<u>452,341</u>	<u>459,659</u>	<u>391,479</u>	<u>391,479</u>	<u>391,479</u>	<u>394,479</u>
FUND BALANCE - ENDING		<u>450,241</u>	<u>450,309</u>	<u>452,341</u>	<u>459,659</u>	<u>391,479</u>	<u>391,479</u>	<u>391,679</u>	<u>394,479</u>	<u>397,479</u>
Fund Balance										
Fund Balance		450,241	450,309	452,341	459,659	391,479	391,479			
Less Reserved for Loans Outstanding		(418,200)	(450,200)	(450,200)	(375,200)	(306,900)	(306,900)			
Unreserved Balance		<u>32,041</u>	<u>109</u>	<u>2,141</u>	<u>84,459</u>	<u>84,579</u>	<u>84,579</u>			

BRIDLE RIDGE STREET MAINT FUND (252)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
252-1910-351100	INVESTMENT EARNINGS	0	11	40	1,588	1,250	8,456	500	500	500
252-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,077)	1,803	(725)	0	0	0
252-1910-374120	MISCELLANEOUS	0	39,872	40,645	64,889	11,133	34,958	39,500	36,233	35,000
TOTAL REVENUES		0	39,883	40,685	65,400	14,186	42,689	40,000	36,733	35,500
EXPENDITURES										
252-4149-44200	Capital Projects									
CP2013	GREGER/WILLOWOOD SLUR	0	0	0	0	0	267,882	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	267,882	0	0	0
REVENUES OVER (UNDER) EXPENDITURES		0	39,883	40,685	65,400	14,186	(225,193)	40,000	36,733	35,500
FUND BALANCE - BEGINNING		0	0	39,883	80,568	145,968	160,154	(65,039)	(65,039)	(28,306)
FUND BALANCE - ENDING		0	39,883	80,568	145,968	160,154	(65,039)	(25,039)	(28,306)	7,194

NEIGHBORHOOD STABILIZATION FUND (265)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
265-1910-351100	INVESTMENT EARNINGS	229	251	249	550	607	667	0	0	0
265-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(430)	644	785	0	0	0
265-3140-361102	FEDERAL GRANT	0	0	0	0		0	0	0	0
TOTAL REVENUES		229	251	249	120	1,251	1,452	0	0	0
EXPENDITURES										
SALARIES & BENEFITS										
265-3140-410000	SALARIES	2,253	0	0	0	0	0	0	0	0
265-3140-414001	RETIREMENT	534	0	0	0	0	0	0	0	0
265-3140-414002	HEALTH INSURANCE	342	0	0	0	0	0	0	0	0
265-3140-414003	WORKERS COMPENSATION INS	54	25	0	0	0	0	0	0	0
265-3140-414004	SOCIAL SECURITY/MEDICARE	30	0	0	0	0	0	0	0	0
265-3140-414006	STATE UNEMPLOYMENT	10	0	0	0	0	0	0	0	0
265-3140-414008	LIFE INSURANCE	2	0	0	0	0	0	0	0	0
* SALARIES & BENEFITS		3,225	25	0	0	0	0	0	0	0
OPERATIONS & MAINTENANCE										
265-3140-499241	TRANSFER OUT	0	0	0	0	0	0	45,356	45,356	0
* OPERATIONS & MAINTENANCE		0	0	0	0	0	0	45,356	45,356	0
TOTAL EXPENDITURES		3,225	25	0	0	0	0	45,356	45,356	0
REVENUES OVER (UNDER) EXPENDITURES		(2,996)	226	249	120	1,251	1,452	(45,356)	(45,356)	0
FUND BALANCE - BEGINNING		45,054	42,058	42,284	42,533	42,653	43,904	45,356	45,356	0
FUND BALANCE - ENDING		42,058	42,284	42,533	42,653	43,904	45,356	0	0	0

COMMUNITY DEVELOPMENT BLOCK GRANT REUSE FUND (266)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
266-1910-351100	INVESTMENT EARNINGS	3,636	1,082	2,423	1,540	1,453	1,556	1,000	0	1,000
266-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(993)	1,490	1,843	993	993	993
266-3110-399267	TRANSFER IN	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>3,636</u>	<u>1,082</u>	<u>2,423</u>	<u>547</u>	<u>2,943</u>	<u>3,399</u>	<u>1,993</u>	<u>993</u>	<u>1,993</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
266-3140-425003	OTHER PROFESSIONAL FEES	0	0	23	0	0	0	23	23	23
266-3140-439000	LOANS MADE	0	11,078	0	0	0	0	0	0	0
266-3140-439003	WRITE OFF - FORECLOSURE	0	0	0	0	50,000	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>11,078</u>	<u>23</u>	<u>0</u>	<u>50,000</u>	<u>0</u>	<u>23</u>	<u>23</u>	<u>23</u>
TOTAL EXPENDITURES		<u>0</u>	<u>11,078</u>	<u>23</u>	<u>0</u>	<u>50,000</u>	<u>0</u>	<u>23</u>	<u>23</u>	<u>23</u>
REVENUES OVER (UNDER) EXPENDITURES		3,636	(9,996)	2,400	547	(47,057)	3,399	1,970	970	1,970
FUND BALANCE - BEGINNING		<u>754,464</u>	<u>758,100</u>	<u>748,104</u>	<u>750,504</u>	<u>751,051</u>	<u>703,994</u>	<u>707,393</u>	<u>707,393</u>	<u>708,363</u>
FUND BALANCE - ENDING		<u>758,100</u>	<u>748,104</u>	<u>750,504</u>	<u>751,051</u>	<u>703,994</u>	<u>707,393</u>	<u>709,363</u>	<u>708,363</u>	<u>710,333</u>
Fund Balance		758,100	748,104	750,504	751,051	703,994	707,393			
Less Reserved for Loans Outstanding		<u>(729,725)</u>	<u>(718,646)</u>	<u>(652,909)</u>	<u>(652,425)</u>	<u>(601,691)</u>	<u>(598,973)</u>			
Unreserved Balance		<u>28,375</u>	<u>29,458</u>	<u>97,595</u>	<u>98,626</u>	<u>102,303</u>	<u>108,420</u>			

COMMUNITY DEVELOPMENT BLOCK GRANT FUND (267)

SUMMARY OF REVENUES AND EXPENDITURES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
267-1910-351100	INVESTMENT EARNINGS	47	19	102	74	0	0	50	50	50
267-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(19)	84	225	19	19	19
267-3110-361102	FEDERAL GRANT	6,421	308,242	918	5,635	21,660	88	800,000	800,000	0
TOTAL REVENUES		6,468	308,261	1,020	5,690	21,744	313	800,069	800,069	69
EXPENDITURES - BY DIVISION										
GRANTS		17,071	694	542	291	285	370	3,439	3,439	3,339
267-4149-44100 CAPITAL PROJECTS										
	CP1008 DAVITT AVE - PHASE 1	0	0	0	0	0	0	0	0	0
	CP1009 7TH - 10TH - D TO E	0	0	0	0	0	0	0	0	0
	CP1017 DAVITT AVE - PHASE 2	0	305,928	0	0	0	0	0	0	0
	CP1406 J ST TRAFFIC CALMING	0	0	0	0	0	0	0	0	0
	CP1732 WOOD BASIN STORM DRAIN	0	0	13,145	13,980	3,955	0	800,000	800,000	0
TOTAL EXPENDITURES		17,071	306,622	13,687	14,271	4,240	370	803,439	803,439	3,339
REVENUES OVER (UNDER) EXPENDITURES		(10,603)	1,639	(12,667)	(8,581)	17,504	(57)	(3,370)	(3,370)	(3,270)
FUND BALANCE - BEGINNING		25,903	15,300	16,939	4,272	(4,309)	13,195	(4,309)	13,138	9,768
FUND BALANCE - ENDING		15,300	16,939	4,272	(4,309)	13,195	13,138	(7,679)	9,768	6,498

COMMUNITY DEVELOPMENT BLOCK GRANT FUND (267)

GRANTS Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
SALARIES & BENEFITS										
267-3140-410000	SALARIES	11,305	22	33	0	0	0	1,512	1,512	1,512
267-3140-414001	RETIREMENT	2,722	11	17	0	0	0	783	783	783
267-3140-414002	HEALTH INSURANCE	1,718	3	5	0	0	0	221	221	221
267-3140-414003	WORKERS COMPENSATION INS	467	52	1	0	0	0	54	54	54
267-3140-414004	SOCIAL SECURITY/MEDICARE	167	0	0	0	0	0	22	22	22
267-3140-414005	LONG TERM DISABILITY	81	0	0	0	0	0	11	11	11
267-3140-414006	STATE UNEMPLOYMENT	10	0	0	0	0	0	9	9	9
267-3140-414008	LIFE INSURANCE	6	0	0	20	0	0	4	4	4
* SALARIES & BENEFITS		16,476	88	56	20	0	0	2,616	2,616	2,616
OPERATIONS & MAINTENANCE										
267-3140-416001	TRAVEL	0	109	0	0	0	0	0	0	0
267-3140-416002	TRAINING	0	0	9	8	14	11	40	40	40
267-3140-416001	CONFERENCES	0	0	0	0	0	0	0	0	0
267-3140-425011	ADVERTISING	206	88	88	80	88	176	500	500	400
267-3140-425003	CONTRACT SERVICES	0	20	0	0	0	0	0	0	0
267-3140-427001	OFFICE SUPPLIES	0	0	0	0	0	0	100	100	100
* OPERATIONS & MAINTENANCE		206	217	97	88	102	187	640	640	540
267-3140-480004	RISK MANAGEMENT CHARGE	183	183	183	183	183	183	183	183	183
267-3140-480005	EMPLOYEE LIABILITY CHARGE	57	57	57	0	0	0	0	0	0
267-3140-480006	INFORMATION TECH CHARGE	57	57	57	0	0	0	0	0	0
267-3140-480007	VEHICLE REPLACEMENT CHARGE	92	92	92	0	0	0	0	0	0
* INTER DEPARTMENTAL CHARGES		389	389	389	183	183	183	183	183	183
TOTAL		17,071	694	542	291	285	370	3,439	3,439	3,339

ABANDONED VEHICLE ABATEMENT (268)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
268-1910-351100	INVESTMENT EARNINGS	280	554	568	1,423	1,736	2,055	1,200	1,200	1,200
268-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,158)	1,789	2,499	1,158	1,158	1,158
268-2110-361500	ABANDON VEHICLE ABATEMENT	21,696	23,708	22,556	16,633	20,070	16,576	18,000	18,000	18,000
TOTAL REVENUES		<u>21,976</u>	<u>24,262</u>	<u>23,124</u>	<u>16,898</u>	<u>23,595</u>	<u>21,130</u>	<u>20,358</u>	<u>20,358</u>	<u>20,358</u>
CAPITAL OUTLAY										
268-2110-441006	COMPUTER AND RELATED EQUIP	4,497	1,020	0	1,317	725	800	500	500	500
268-2110-441009	VEHICLES	0	0	0	0	0	0	45,000	0	45,000
*	CAPITAL OUTLAY	<u>4,497</u>	<u>1,020</u>	<u>0</u>	<u>1,317</u>	<u>725</u>	<u>800</u>	<u>45,500</u>	<u>500</u>	<u>45,500</u>
INTERFUND TRANSFERS TRANSFERS & OTHER										
268-9999-499110	TRANSFERS OUT	6,587	7,782	6,883	7,611	7,349	5,850	10,000	10,000	10,000
TOTAL EXPENDITURES		<u>11,084</u>	<u>8,802</u>	<u>6,883</u>	<u>8,928</u>	<u>8,074</u>	<u>6,650</u>	<u>55,500</u>	<u>10,500</u>	<u>55,500</u>
REVENUES OVER (UNDER) EXPENDITURES		10,892	15,460	16,241	7,970	15,521	14,480	(35,142)	9,858	(35,142)
FUND BALANCE - BEGINNING		<u>65,166</u>	<u>76,058</u>	<u>91,518</u>	<u>107,759</u>	<u>115,729</u>	<u>131,250</u>	<u>145,730</u>	<u>145,730</u>	<u>155,588</u>
FUND BALANCE - ENDING		<u>76,058</u>	<u>91,518</u>	<u>107,759</u>	<u>115,729</u>	<u>131,250</u>	<u>145,730</u>	<u>110,588</u>	<u>155,588</u>	<u>120,446</u>

EDUCATION/GOVERNMENT CTV FUND (270)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
270-1910-351100	INVESTMENT EARNINGS	209	128	106	95	557	950	180	180	180
270-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(265)	513	1,479	265	265	265
270-1910-320405	CABLE TV FRANCHISE FEE	36,190	40,763	39,708	46,433	38,110	38,339	45,000	45,000	45,000
TOTAL REVENUES		<u>36,399</u>	<u>40,891</u>	<u>39,814</u>	<u>46,263</u>	<u>39,180</u>	<u>40,768</u>	<u>45,445</u>	<u>45,445</u>	<u>45,445</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
270-1910-425003	CONTRACT SERVICES	4,792	5,404	5,394	7,553	9,971	7,477	10,000	10,000	10,000
CAPITAL OUTLAY										
270-1910-441005	MACHINERY AND EQUIPMENT	22,881	6,690	75,699	6,762	2,770	5,365	90,000	90,000	20,000
270-1910-441004	IMPROVEMENTS TO BUILDING	33,349	2,550	0	0	0	0	0	0	0
* CAPITAL OUTLAY		<u>56,230</u>	<u>9,240</u>	<u>75,699</u>	<u>6,762</u>	<u>2,770</u>	<u>5,365</u>	<u>90,000</u>	<u>90,000</u>	<u>20,000</u>
TOTAL EXPENDITURES		<u>61,022</u>	<u>14,644</u>	<u>81,093</u>	<u>14,315</u>	<u>12,741</u>	<u>12,842</u>	<u>100,000</u>	<u>100,000</u>	<u>30,000</u>
REVENUES OVER (UNDER) EXPENDITURES		(24,623)	26,247	(41,279)	31,948	26,439	27,926	(54,555)	(54,555)	15,445
FUND BALANCE - BEGINNING		<u>40,527</u>	<u>15,904</u>	<u>42,151</u>	<u>872</u>	<u>32,820</u>	<u>59,259</u>	<u>87,185</u>	<u>87,185</u>	<u>32,630</u>
FUND BALANCE - ENDING		<u>15,904</u>	<u>42,151</u>	<u>872</u>	<u>32,820</u>	<u>59,259</u>	<u>87,185</u>	<u>32,630</u>	<u>32,630</u>	<u>48,075</u>

BRIDLE RIDGE LLMD (284)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
284-1910-351100	INVESTMENT EARNINGS	612	556	70	83	0	0	0	0	0
284-6210-399110	TRANSFER IN	0	0	0	0	0	50,000	75,000	75,000	50,000
284-6210-374120	MISCELLANEOUS	0	12,900	0	0	0	0	0	0	0
284-6210-328101	ANNUAL ASSESSMENTS	413,742	435,394	457,273	471,445	508,245	523,376	542,402	542,402	588,000
TOTAL REVENUES		414,354	448,850	457,343	471,528	508,245	573,376	617,402	617,402	638,000
EXPENDITURES										
OPERATIONS & MAINTENANCE										
284-6210-420001	ELECTRIC	42,074	42,025	42,362	43,190	42,484	39,432	40,000	40,000	40,000
284-6210-420006	WATER	111,305	101,932	118,531	132,787	148,480	162,839	150,000	160,000	160,000
284-6210-424007	TREE MAINTENANCE/REPLACE	10,416	23,041	5,405	8,672	9,821	6,861	5,000	5,751	5,000
284-6210-424008	ELECTRICAL/LIGHTS MAINTENANCE	2,792	9,222	4,363	1,234	493	0	5,000	150	5,000
284-6210-424009	IRRIGATION MAINTENANCE	30,699	22,192	23,868	38,964	9,919	15,442	15,000	7,000	15,000
284-6210-425003	CONTRACT SERVICES	4,936	3,970	3,596	19,388	12,301	20,445	35,759	35,759	35,759
284-6210-425011	ADVERTISING	62	30	97	35	0	77	100	100	100
284-6210-425015	LANDSCAPING	231,391	266,555	274,522	308,759	278,187	278,187	278,187	278,187	278,187
284-6210-425025	PARKS MAINTENANCE CHARGES	38,000	38,000	38,000	38,000	20,000	20,000	20,000	20,000	20,000
284-6210-425026	FINANCE ADMINISTRATIVE CHARGE	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000
284-6210-427006	GENERAL SUPPLIES	3,227	19,694	4,632	5,700	4,607	3,024	4,000	4,000	4,000
	TRAIL SLURRY SEAL	0	0	0	0	0	0	0	0	0
	ELECTRICAL SYSTEMS - CP1409	18,097	0	0	0	0	0	0	0	0
	EROSION CONTROL - CP1507	7,145	0	0	0	0	0	0	0	0
	ALLEY REHABILITATION -CP1508	5,635	0	0	0	0	0	0	0	0
	TRAIL REHABILITATION -CP1509	8,984	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		529,763	541,661	530,376	611,729	541,292	561,307	568,046	565,947	578,046
REVENUES OVER (UNDER) EXPENDITURES		(115,409)	(92,811)	(73,033)	(140,201)	(33,047)	12,069	49,356	51,455	59,954
FUND BALANCE - BEGINNING		276,496	161,087	68,276	(4,757)	(144,958)	(178,005)	(165,936)	(165,936)	(114,481)
FUND BALANCE - ENDING		161,087	68,276	(4,757)	(144,958)	(178,005)	(165,936)	(116,580)	(114,481)	(54,527)

BURCHELL HILL LLMD (285)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
285-1910-351100	INVESTMENT EARNINGS	5	44	19	463	686	561	300	300	300
285-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(993)	1,435	1,331	993	993	993
285-6220-328101	ANNUAL ASSESSMENTS	181,807	189,747	195,080	215,986	208,431	215,482	222,864	222,864	229,550
TOTAL REVENUES		181,812	189,791	195,099	215,456	210,552	217,374	224,157	224,157	230,843
EXPENDITURES										
OPERATIONS & MAINTENANCE										
285-6220-420001	ELECTRIC	11,756	13,319	14,047	15,796	14,643	15,156	16,000	16,000	16,000
285-6220-420006	WATER	53,975	52,816	55,561	61,356	76,941	92,793	80,000	98,000	98,000
285-6220-424007	TREE MAINTENANCE/REPLACE	1,602	2,393	1,742	1,688	10,325	5,892	30,000	10,000	10,000
285-6220-424008	ELECTRICAL/LIGHTS MAINTENANCE	0	1,781	248	859	0	0	1,600	1,600	1,600
285-6220-424009	IRRIGATION MAINTENANCE	9,355	12,119	11,099	11,723	23,644	16,371	15,000	15,000	15,000
285-6220-425003	CONTRACT SERVICES	3,213	2,305	3,658	1,885	1,885	2,155	6,770	6,770	6,770
285-6220-425011	ADVERTISING	34	30	97	35	0	26	80	80	80
285-6220-425015	LANDSCAPING	74,483	75,403	74,483	74,363	74,483	74,483	76,000	76,000	76,000
285-6220-425025	PARKS MAINTENANCE CHARGES	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250
285-6220-425026	FINANCE ADMINISTRATIVE CHARGES	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
285-6220-427006	GENERAL SUPPLIES	606	1,316	11	442	1,421	1,636	2,500	0	2,500
285-6220-441005	MACHINERY AND EQUIPMENT	0	0	0	0	0	3,256	15,730	15,730	0
TOTAL EXPENDITURES		169,274	175,732	175,196	182,397	217,592	226,018	257,930	253,430	240,200
REVENUES OVER (UNDER) EXPENDITURES		12,538	14,059	19,903	33,059	(7,040)	(8,644)	(33,773)	(29,273)	(9,357)
FUND BALANCE - BEGINNING		(13,953)	(1,415)	12,644	32,547	65,606	58,566	49,922	49,922	20,649
FUND BALANCE - ENDING		(1,415)	12,644	32,547	65,606	58,566	49,922	16,149	20,649	11,292

VINEYARD LLMD (286)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
286-1910-351100	INVESTMENT EARNINGS	1,234	2,215	2,101	5,061	5,046	5,696	5,000	5,000	5,000
286-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(4,064)	6,111	7,226	4,064	4,064	4,064
286-6230-374120	MISCELLANEOUS	6,506	0	0	0	0	0	0	0	0
286-6230-328101	ANNUAL ASSESSMENTS	219,034	220,661	220,158	205,167	219,064	226,314	233,511	233,511	240,516
TOTAL REVENUES		<u>226,774</u>	<u>222,876</u>	<u>222,259</u>	<u>206,164</u>	<u>230,221</u>	<u>239,236</u>	<u>242,575</u>	<u>242,575</u>	<u>249,580</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
286-6230-420001	ELECTRIC	6,378	6,585	7,144	6,930	7,083	6,515	6,600	9,000	10,500
286-6230-420006	WATER	47,827	41,326	49,155	56,264	61,356	61,850	60,000	63,000	70,000
286-6230-424007	TREE MAINTENANCE/REPLACE	5,358	10,853	24,410	11,737	15,643	48,521	60,000	15,000	15,000
286-6230-424008	ELECTRICAL/LIGHTS MAINTENANCE	0	1,218	0	40,387	0	0	5,000	5,000	5,000
286-6230-424009	IRRIGATION MAINTENANCE	5,569	11,151	16,676	10,884	3,284	7,221	20,000	20,000	20,000
286-6230-425003	CONTRACT SERVICES	3,107	2,420	2,045	2,045	9,370	9,270	21,910	21,910	21,910
286-6230-425011	ADVERTISING	62	30	97	35	0	29	100	100	100
286-6230-425015	LANDSCAPING	72,438	78,000	78,000	84,039	82,830	82,830	82,830	82,830	82,830
286-6230-425025	PARKS MAINTENANCE CHARGES	20,220	20,220	20,220	20,220	10,000	10,000	10,000	10,000	10,000
286-6230-425026	FINANCE ADMINISTRATIVE CHARGES	7,655	7,655	7,655	7,653	7,655	7,655	7,655	7,655	7,655
286-6230-427006	GENERAL SUPPLIES	(2,284)	13,110	1,995	924	3,812	746	1,825	1,825	1,825
TOTAL EXPENDITURES		<u>166,330</u>	<u>192,568</u>	<u>207,397</u>	<u>241,118</u>	<u>201,033</u>	<u>234,637</u>	<u>275,920</u>	<u>236,320</u>	<u>244,820</u>
REVENUES OVER (UNDER) EXPENDITURES		60,444	30,308	14,862	(34,954)	29,188	4,599	(33,345)	6,255	4,760
FUND BALANCE - BEGINNING		<u>297,953</u>	<u>358,397</u>	<u>388,705</u>	<u>403,567</u>	<u>368,613</u>	<u>397,801</u>	<u>402,400</u>	<u>402,400</u>	<u>408,655</u>
FUND BALANCE - ENDING		<u>358,397</u>	<u>388,705</u>	<u>403,567</u>	<u>368,613</u>	<u>397,801</u>	<u>402,400</u>	<u>369,055</u>	<u>408,655</u>	<u>413,415</u>
FUND BALANCE										
UNRESERVED		245,585	279,893	278,294	243,340	272,528	168,325			
RESERVED										
STREET LIGHT REPLACEMENT		35,808	35,808	39,008	39,008	39,008	78,025			
STREET TREES REPLACEMENT		7,410	7,410	9,170	9,170	9,170	78,025			
PARK STRUCTURES REPLACEMENT		69,594	65,594	77,095	77,095	77,095	78,025			
		<u>358,397</u>	<u>388,705</u>	<u>403,567</u>	<u>368,613</u>	<u>397,801</u>	<u>402,400</u>			

LANDSCAPING & LIGHTING MAINTENANC DISTRICT 2003-1 (288)

LIVE OAK LLMD (6241)							2020-21	2021-22		
Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
		Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary
								Budget		Budget
REVENUES										
288-6241-351100	INVESTMENT EARNINGS	45	98	112	256	332	434	50	50	50
288-6241-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(185)	306	520	185	185	185
288-6241-328101	ANNUAL ASSESSMENTS	3,329	4,743	4,459	4,499	4,500	6,332	6,397	6,397	4,643
TOTAL REVENUES		3,374	4,841	4,571	4,570	5,138	7,286	6,632	6,632	4,878
EXPENDITURES										
OPERATIONS & MAINTENANCE										
288-6241-420001	ELECTRIC	1,137	1,168	1,211	1,041	504	554	580	580	580
288-6241-424007	TREE MAINTENANCE/REPLACE	0	0	0	0	0	0	13,000	13,000	0
288-6241-425003	CONTRACT SERVICES	514	475	483	483	483	483	515	515	515
288-6241-425011	ADVERTISING	0	10	26	7	0	6	20	20	20
288-6241-425026	FINANCE ADMINISTRATIVE CHARGES	775	533	50	775	775	775	775	775	775
288-6241-427006	GENERAL SUPPLIES	393	0	0	0	0	0	50	50	50
TOTAL EXPENDITURES		2,819	2,186	1,770	2,306	1,762	1,818	14,940	14,940	1,940
REVENUES OVER (UNDER) EXPENDITURES		555	2,655	2,801	2,264	3,376	5,468	(8,308)	(8,308)	2,938
FUND BALANCE - BEGINNING		11,938	12,493	15,148	17,949	20,213	23,589	29,057	29,057	20,749
FUND BALANCE - ENDING		12,493	15,148	17,949	20,213	23,589	29,057	20,749	20,749	23,687

LANDSCAPING & LIGHTING MAINTENANC DISTRICT 2003-1 (288)

REINMAN COURT LLMD (6242)							2020-21	2021-22		
		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary
								Budget		Budget
REVENUES										
288-6242-351100	INVESTMENT EARNINGS	49	95	111	234	303	348	60	60	60
288-6242-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(174)	278	403	174	174	174
288-6242-328101	ANNUAL ASSESSMENTS	6,516	7,085	7,288	7,115	7,531	7,548	8,212	8,212	8,458
TOTAL REVENUES		6,565	7,180	7,399	7,175	8,112	8,299	8,446	8,446	8,692
EXPENDITURES										
OPERATIONS & MAINTENANCE										
288-6242-420001	ELECTRIC	121	120	120	120	120	120	150	150	150
288-6242-420006	WATER	1,253	1,057	1,382	1,519	959	1,932	1,900	1,900	1,900
288-6242-424007	TREE MAINTENANCE/REPLACE	1,620	0	0	0	1,250	0	1,000	1,000	1,000
288-6242-424008	ELECTRICAL/LIGHTS MAINTENANCE	0	0	0	0	0	0	1,000	0	1,000
288-6242-424009	IRRIGATION MAINTENANCE	52	270	243	469	285	0	2,500	500	3,200
288-6242-425003	CONTRACT SERVICES	130	195	141	141	141	141	150	150	150
288-6242-425011	ADVERTISING	28	2	13	7	0	1	10	10	10
288-6242-425015	LANDSCAPING SERVICES	2,907	2,656	2,753	2,784	3,037	3,103	3,200	3,200	3,200
288-6242-425025	PARKS MAINTENANCE CHARGES	400	400	400	400	400	400	400	400	400
288-6242-425026	FINANCE ADMINISTRATIVE CHARGES	200	200	200	200	200	200	200	200	200
288-6242-427006	GENERAL SUPPLIES	393	0	0	0	0	0	100	100	100
TOTAL EXPENDITURES		7,104	4,900	5,252	5,640	6,392	5,897	10,610	7,610	11,310
REVENUES OVER (UNDER) EXPENDITURES		(539)	2,280	2,147	1,535	1,720	2,402	(2,164)	836	(2,618)
FUND BALANCE - BEGINNING		13,004	12,465	14,745	16,892	18,427	20,147	22,549	22,549	23,385
FUND BALANCE - ENDING		12,465	14,745	16,892	18,427	20,147	22,549	20,385	23,385	20,767

LANDSCAPING & LIGHTING MAINTENANC DISTRICT 2003-1 (288)

SUNSET MEADOWS LLMD (6243)							2020-21	2021-22		
		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	2020-21	Preliminary
								Budget	Projected	Budget
REVENUES										
288-6243-351100	INVESTMENT EARNINGS	419	590	504	1,042	1,349	1,315	500	500	500
288-6243-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(873)	1,284	1,477	873	873	873
288-6243-328101	ANNUAL ASSESSMENTS	8,762	9,488	9,592	15,238	20,129	24,555	28,986	28,986	29,500
TOTAL REVENUES		9,181	10,078	10,096	15,407	22,762	27,347	30,359	30,359	30,873
EXPENDITURES										
OPERATIONS & MAINTENANCE										
288-6243-420001	ELECTRIC	1,882	1,934	2,006	1,959	1,811	1,945	2,200	2,200	2,200
288-6243-420006	WATER	7,362	6,155	7,420	7,990	10,683	14,415	10,500	10,500	10,500
288-6243-424007	TREE MAINTENANCE/REPLACE	0	5,912	0	819	3,150	0	1,000	1,000	1,000
288-6243-424008	ELECTRICAL/LIGHTS MAINTENANCE	0	0	0	0	0	0	500	500	500
288-6243-424009	IRRIGATION MAINTENANCE	952	1,962	605	631	2,019	995	8,000	1,000	8,000
288-6243-425003	CONTRACT SERVICES	404	395	423	422	422	422	450	450	450
288-6243-425011	ADVERTISING	28	8	24	7	0	4	30	30	30
288-6243-425015	LANDSCAPING SERVICES	4,775	5,819	5,645	5,709	6,228	6,363	6,104	6,104	6,104
288-6243-425025	PARKS MAINTENANCE CHARGES	145	145	145	145	145	145	145	145	145
288-6243-425026	FINANCE ADMINISTRATIVE CHARGES	400	400	400	400	400	400	400	400	400
288-6243-427006	GENERAL SUPPLIES	273	377	0	0	0	0	500	500	500
TOTAL EXPENDITURES		16,221	23,107	16,668	18,082	24,858	24,689	29,829	22,829	29,829
REVENUES OVER (UNDER) EXPENDITURES		(7,040)	(13,029)	(6,572)	(2,675)	(2,096)	2,658	530	7,530	1,044
FUND BALANCE - BEGINNING		111,328	104,288	91,259	84,687	82,012	79,916	82,574	82,574	90,104
FUND BALANCE - ENDING		104,288	91,259	84,687	82,012	79,916	82,574	83,104	90,104	91,148

LANDSCAPING & LIGHTING MAINTENANC DISTRICT 2003-1 (288)

STERLING HILLS LLMD (6244)							2020-21	2021-22		
Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
288-6244-351100	INVESTMENT EARNINGS	352	527	405	902	1,167	1,395	400	400	400
288-6244-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(762)	1,156	1,663	762	762	762
288-6244-328101	ANNUAL ASSESSMENTS	8,500	9,750	13,770	20,679	26,405	31,975	37,391	37,391	35,190
TOTAL REVENUES		8,852	10,277	14,175	20,819	28,728	35,033	38,553	38,553	36,352
EXPENDITURES										
OPERATIONS & MAINTENANCE										
288-6244-420001	ELECTRIC	302	284	27	326	312	334	400	400	400
288-6244-420006	WATER	3,910	3,241	3,481	4,093	5,317	5,797	4,500	5,100	5,100
288-6244-424007	TREE MAINTENANCE/REPLACE	0	427	1,051	682	3,741	400	2,000	2,000	2,000
288-6244-424008	ELECTRICAL/LIGHTS MAINTENANCE	0	0	0	0	0	0	500	500	500
288-6244-424009	IRRIGATION MAINTENANCE	110	692	883	1,275	1,787	278	8,000	2,000	8,000
288-6244-425003	CONTRACT SERVICES	473	445	468	469	1,704	1,209	500	500	500
288-6244-425011	ADVERTISING	28	9	26	7	0	5	30	30	30
288-6244-425015	LANDSCAPING SERVICES	5,233	13,400	14,900	15,844	9,342	9,565	18,360	18,360	18,360
288-6244-425025	PARKS MAINTENANCE CHARGES	600	600	600	600	600	600	600	600	600
288-6244-425026	FINANCE ADMINISTRATIVE CHARGES	400	400	400	400	400	400	400	400	400
288-6244-427006	GENERAL SUPPLIES	393	0	0	0	0	0	400	400	400
TOTAL EXPENDITURES		11,449	19,498	21,836	23,696	23,203	18,588	35,690	30,290	36,290
REVENUES OVER (UNDER) EXPENDITURES		(2,597)	(9,221)	(7,661)	(2,877)	5,525	16,445	2,863	8,263	62
FUND BALANCE - BEGINNING		93,349	90,752	81,531	73,870	70,993	76,518	92,963	92,963	101,226
FUND BALANCE - ENDING		90,752	81,531	73,870	70,993	76,518	92,963	95,826	101,226	101,288

LANDSCAPING & LIGHTING MAINTENANC DISTRICT 2003-1 (288)

MURDOCH ESTATES LLMD (6245)							2020-21	2021-22		
Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
288-6245-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
288-6245-328101	ANNUAL ASSESSMENTS	597	978	982	1,358	1,398	1,770	2,509	2,509	2,935
TOTAL REVENUES		597	978	982	1,358	1,398	1,770	2,509	2,509	2,935
EXPENDITURES										
OPERATIONS & MAINTENANCE										
288-6245-420001	ELECTRIC	109	112	117	118	123	132	125	140	140
288-6245-420006	WATER	693	727	853	679	893	964	800	900	900
288-6245-425003	CONTRACT SERVICES	55	65	61	61	61	61	65	65	65
288-6245-425011	ADVERTISING	0	1	9	7	0	1	5	5	5
288-6245-425011	LANDSCAPING SERVICES	0	0	0	0	0	0	0	0	1,500
288-6245-425026	FINANCE ADMINISTRATIVE CHARGES	70	70	70	70	70	70	70	70	70
288-6245-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		927	975	1,110	935	1,147	1,228	1,065	1,180	2,680
REVENUES OVER (UNDER) EXPENDITURES		(330)	3	(128)	423	251	542	1,444	1,329	255
FUND BALANCE - BEGINNING		(1,948)	(2,278)	(2,275)	(2,403)	(1,980)	(1,729)	(1,187)	(1,187)	142
FUND BALANCE - ENDING		(2,278)	(2,275)	(2,403)	(1,980)	(1,729)	(1,187)	257	142	397

FIRE SERVICES CFD 2003-01 (291)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
291-1910-351100	INVESTMENT EARNINGS	80	96	5	227	426	864	200	200	200
291-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(514)	975	2,970	514	514	514
291-2210-328101	ANNUAL ASSESSMENTS	309,671	322,453	344,175	371,345	391,700	410,095	420,230	420,230	432,800
TOTAL REVENUES		<u>309,751</u>	<u>322,549</u>	<u>344,180</u>	<u>371,058</u>	<u>393,101</u>	<u>413,929</u>	<u>420,944</u>	<u>420,944</u>	<u>433,514</u>
EXPENDITURES										
INTERFUND TRANSFERS										
291-2210-499465	TRANSFERS OUT-DEBT SERVICE	180,000	170,000	160,000	160,008	160,008	160,000	160,000	160,000	160,000
291-2210-499110	TRANSFERS OUT-GENERAL FUND	170,000	140,000	190,000	190,000	190,000	280,000	300,000	300,000	260,000
TOTAL EXPENDITURES		<u>350,000</u>	<u>310,000</u>	<u>350,000</u>	<u>350,008</u>	<u>350,008</u>	<u>440,000</u>	<u>460,000</u>	<u>460,000</u>	<u>420,000</u>
REVENUES OVER (UNDER) EXPENDITURES		(40,249)	12,549	(5,820)	21,050	43,093	(26,071)	(39,056)	(39,056)	13,514
FUND BALANCE - BEGINNING		<u>39,901</u>	<u>(348)</u>	<u>12,201</u>	<u>6,381</u>	<u>27,431</u>	<u>70,524</u>	<u>44,453</u>	<u>44,453</u>	<u>5,397</u>
FUND BALANCE - ENDING		<u>(348)</u>	<u>12,201</u>	<u>6,381</u>	<u>27,431</u>	<u>70,524</u>	<u>44,453</u>	<u>5,397</u>	<u>5,397</u>	<u>18,911</u>

PUBLIC SAFETY CFD 2007-01 (292)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
292-1910-351100	INVESTMENT EARNINGS	53	227	226	157	469	1,062	200	200	200
292-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(208)	678	2,858	208	208	208
292-1910-328101	ANNUAL ASSESSMENTS	76,279	109,169	138,765	156,012	192,172	220,739	226,958	226,958	233,766
TOTAL REVENUES		76,332	109,396	138,991	155,961	193,319	224,659	227,366	227,366	234,174
EXPENDITURES										
TRANSFERS & OTHER										
292-2110-499110	POLICE SERVICES	30,000	30,000	99,998	75,000	75,000	140,000	120,000	120,000	120,000
292-2210-499110	FIRE SERVICES	30,000	30,000	99,998	75,000	75,000	120,000	135,000	135,000	120,000
TOTAL EXPENDITURES		60,000	60,000	199,996	150,000	150,000	260,000	255,000	255,000	240,000
REVENUES OVER (UNDER) EXPENDITURES		16,332	49,396	(61,005)	5,961	43,319	(35,341)	(27,634)	(27,634)	(5,826)
FUND BALANCE - BEGINNING		14,985	31,317	80,713	19,708	25,669	68,988	33,647	33,647	6,013
FUND BALANCE - ENDING		31,317	80,713	19,708	25,669	68,988	33,647	6,013	6,013	187

MAINTENANCE SERVICES CFD 2015-01 (293)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
293-1910-351100	INVESTMENT EARNINGS	0	0	40	745	1,207	2,755	600	600	600
293-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(812)	1,385	5,276	812	812	812
293-6250-328101	ANNUAL ASSESSMENTS	0	0	49,717	31,306	96,296	79,733	83,330	83,330	83,330
TOTAL REVENUES		0	0	49,757	31,239	98,888	87,764	84,742	84,742	84,742
EXPENDITURES										
OPERATIONS & MAINTENANCE										
293-6250-420001	ELECTRIC	0	0	0	0	0	755	1,500	1,500	1,500
293-6250-420006	WATER	0	0	0	0	0	638	3,000	3,000	3,000
293-6250-425011	ADVERTISING	0	0	0	0	0	0	0	0	0
293-6250-424007	TREE MAINTENANCE/REPLACE	0	0	0	0	0	0	0	0	0
293-6250-424008	ELECTRICAL/LIGHTS MAINTENANCE	0	0	0	0	0	0	0	0	0
293-6250-424009	IRRIGATION MAINTENANCE	0	0	0	0	0	0	0	0	0
293-6250-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
293-6250-425015	LANDSCAPING	0	0	0	0	0	760	3,000	3,000	3,000
293-6250-425025	PARKS MAINTENANCE CHARGES	0	0	0	0	0	0	0	0	0
293-6250-425026	FINANCE ADMINISTRATIVE CHARGES	0	0	0	0	0	500	500	500	500
293-6250-427006	GENERAL SUPPLIES	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	0	0	0	2,653	8,000	8,000	8,000
REVENUES OVER (UNDER) EXPENDITURES		0	0	49,757	31,239	98,888	85,111	76,742	76,742	76,742
FUND BALANCE - BEGINNING		0	0	0	49,757	80,996	179,884	264,995	264,995	341,737
FUND BALANCE - ENDING		0	0	49,757	80,996	179,884	264,995	341,737	341,737	418,479

SURFACE TRANSPORTATION FUND (316)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
316-1910-351100	INVESTMENT EARNINGS	76	(8)	0	0	0	0	0	0	0
316-4149-361101	FEDERAL GAS TAX -CMAQ	1,620	1,010,727	5,794	1,251,615	221,774	99,842	1,088,527	1,088,527	700,000
TOTAL REVENUES		1,696	1,010,719	5,794	1,251,615	221,774	99,842	1,088,527	1,088,527	700,000
316-4149-441001 CAPITAL PROJECTS										
CP1011	COTTLES TRAIL PHASE 2	0	0	0	0	0	0	295,000	295,000	0
CP1106	FIRST AVE F TO G ST	0	0	0	0	0	11,875	278,125	278,125	0
CP1107	OAK - POPLAR TO WALNUT	0	0	1,210	(1,210)	0	0	0	0	0
CP1106	FIRST AVE	0	0	0	0	0	0	0	0	0
CP1405	S.YOSEMITE PEDESTRIAN	11,718	581,265	80,392	0	0	0	0	0	0
CP1510	S. YOSEMITE PAVEMENT REHAB	494,661	149,946	0	0	0	0	0	0	0
CP1604	C STREET - 6th to YOSEMITE - OVERLAY	0	0	1,820	331,270	0	0	0	0	0
CP1621	YOSEMITE - F TO J ST	0	12,465	14,590	292,424	0	0	0	0	0
CP1622	SUSTAINABLE TRANSITION PLAN	0	168	110,076	32,022	0	0	0	0	0
CP1735	C STREET - YOSEMITE TO FIRST	0	0	0	195,814	0	0	0	0	0
CP1909	G & MAAG INTERSECTION	0	0	0	0	250,169	16,093	0	0	0
CP1910	MAAG (G-J) E ST (YOSEMITE-5TH)	0	0	0	0	0	172	277,918	277,918	0
CP2004	J ST - DAVITT TO FIRST	0	0	0	0	0	0	283,113	283,113	0
CP2009	ATP - G STREET PROJECT	0	0	0	0	0	0	0	0	700,000
TOTAL EXPENDITURES		506,379	743,844	208,088	850,320	250,169	28,140	1,134,156	1,134,156	700,000
REVENUES OVER (UNDER) EXPENDITURES		(504,683)	266,875	(202,294)	401,295	(28,395)	71,702	(45,629)	(45,629)	0
FUND BALANCE - BEGINNING		38,807	(465,876)	(199,001)	(401,295)	0	(28,395)	43,307	43,307	(2,322)
FUND BALANCE - ENDING		(465,876)	(199,001)	(401,295)	0	(28,395)	43,307	(2,322)	(2,322)	(2,322)

ENERGY EFFICEINCY & CONSERVATION FUND (317)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
317-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
317-1910-386200	LEASE PROCEEDS	0	0	0	0	0	0	3,053,675	3,053,675	0
317-1910-386300	STATE LOAN PROCEEDS	0	0	0	0	0	0	3,000,000	810,000	2,190,000
	TOTAL REVENUES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>6,053,675</u>	<u>3,863,675</u>	<u>2,190,000</u>
317-4149-441001	CAPITAL PROJECTS									
	CP2021 ENERGY EFFICEINCY AND CONSERVATION	0	0	0	0	0	0	3,000,000	1,068,205	4,649,738
	TOTAL EXPENDITURES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,000,000</u>	<u>1,068,205</u>	<u>4,649,738</u>
	REVENUES OVER (UNDER) EXPENDITURES	0	0	0	0	0	0	3,053,675	2,795,470	(2,459,738)
	FUND BALANCE - BEGINNING	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,795,470</u>
	FUND BALANCE - ENDING	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3,053,675</u>	<u>2,795,470</u>	<u>335,732</u>

PARKS CAPITAL FACILITIES FUND (343)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
343-1910-351100	INVESTMENT EARNINGS	9,309	16,588	28,063	41,240	50,912	63,741	30,000	30,000	30,000
343-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(29,634)	48,218	74,120	5,000	5,000	5,000
343-7219-362410	STATE GRANTS	58,701	17,971	70,473	185,164	730,171	124,550	0	0	0
343-7219-371411	PARK DEVELOPMENT	326,846	439,294	399,642	694,175	582,596	44,585	300,000	557,300	300,000
343-1910-390100	REPAYMENT OF CITY OF ADVANCE		0	0	0	0	0	0	0	0
TOTAL REVENUES		394,856	473,853	498,178	890,945	1,411,897	306,996	335,000	592,300	335,000
EXPENDITURES										
GENERAL GOVERNMENT										
343-7219-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
343-7219-425025	ADMINISTRATION	0	0	0	0	0	0	0	0	0
343-7219-441002	IMPROVEMENTS TO LAND	1,546	588	596	606	617	625	600	600	600
343-7219-441005	EQUIPMENT	0	0	71,316	0	0	0	0	0	0
343-7219-442001 CAPITAL PROJECTS										
CP1624	DORADA PLAYPARK	0	18,026	0	0	0	0	0	0	0
CP0711	PUH REIMBURSEMENT	31,311	135,682	156,556	120,026	0	0	0	0	0
CP1011	COTTLES TRAIL PHASE 2	92,108	(37,439)	0	0	0	1,465	0	0	0
CP1107	TREE GRANT BURCHELL HILL	0	0	0	0	0	0	0	0	0
CP1203	FAIR OAKS PARK	0	0	0	0	0	0	0	0	0
CP1202	S. YOSEMITE COMMUNITY PARK	0	18,781	153,744	51,742	0	0	0	0	0
CP1301	VALLEY VIEW RIVER ACCESS	22,044	74,772	7,028	564,242	469,479	1,234	0	0	0
CP1405	S.YOSEMITE PEDESTRIAN	0	0	35,000	0	0	0	0	0	0
CP1718	GREGER BASIN MASTER PLAN	0	0	12,380	50	0	0	0	0	0
CP1719	MEDLEN PARK BASKETBALL	0	0	0	0	0	0	0	0	0
CP1720	PARK SIGNAGE - VARIOUS	0	0	0	1,571	0	0	0	0	0
CP1721	GYMNASIUM DESIGN	0	0	0	0	10,500	7,275	10,500	10,500	0
CP1728	DOG PARK BASIN	0	0	0	82,672	5,731	0	0	0	0
CP2102	FISH PARK TENNIS COURTS	0	0	0	0	0	0	180,000	180,000	0
CP2103	GREGER & DOG PARK BASIN IRRIGA	0	0	0	0	0	0	200,000	200,000	0
TOTAL EXPENDITURES		147,009	210,410	436,620	820,909	486,327	10,599	391,100	391,100	600
REVENUES OVER (UNDER) EXPENDITURES		247,847	263,443	61,558	70,036	925,570	296,397	(56,100)	201,200	334,400
FUND BALANCE - BEGINNING		2,566,959	2,814,806	3,078,249	3,139,807	3,209,843	4,135,413	4,431,810	4,431,810	4,633,010
FUND BALANCE - ENDING		2,814,806	3,078,249	3,139,807	3,209,843	4,135,413	4,431,810	4,375,710	4,633,010	4,967,410
Fund Balance		2,814,806	3,078,249	3,139,807	3,209,843	4,135,413	4,431,810			
Less Reserved for Loan to Redevelopment Agency		(374,269)	(374,269)	(344,570)	(299,938)	(263,580)	(225,380)			
Unreserved Balance		2,440,537	2,703,980	2,795,237	2,909,905	3,871,833	4,206,431			

STREETS CAPITAL FACILITIES FUND (344)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
344-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
344-4149-371404	STREETS	160,398	163,590	123,282	280,230	354,538	103,685	190,000	344,000	190,000
TOTAL REVENUES		<u>160,398</u>	<u>163,590</u>	<u>123,282</u>	<u>280,230</u>	<u>354,538</u>	<u>103,685</u>	<u>190,000</u>	<u>344,000</u>	<u>190,000</u>
EXPENDITURES										
344-4149-452001	WAKEFIELD EXTENSION LOAN	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000	9,000
344-4149-442001	CAPITAL PROJECTS									
	CP0402 PEDERSON RD									
	CP0536 WANERVILLE & YOSE-WEST LEG	0	0	0	0	0	0	0	0	0
	CP0606 KAUFMAN RD	0	0	0	0	0	0	0	0	0
	CP0711 PUH REIMBURSEMENT	19,764	85,644	98,820	75,746	0	0	0	0	0
	CP1201 D STREET EXTENSION	0	0	0	0	0	0	0	0	0
	CP1408 FCB HOMES REIMBURSEMENT	1,071	1,071	0	11,727	0	0	108,000	108,000	50,000
TOTAL EXPENDITURES		<u>29,835</u>	<u>95,715</u>	<u>107,820</u>	<u>96,473</u>	<u>9,000</u>	<u>9,000</u>	<u>117,000</u>	<u>117,000</u>	<u>59,000</u>
REVENUES OVER (UNDER) EXPENDITURES		130,563	67,875	15,462	183,757	345,538	94,685	73,000	227,000	131,000
FUND BALANCE - BEGINNING		<u>(1,230,576)</u>	<u>(1,100,013)</u>	<u>(1,032,138)</u>	<u>(1,016,676)</u>	<u>(832,919)</u>	<u>(487,381)</u>	<u>(392,696)</u>	<u>(392,696)</u>	<u>(165,696)</u>
FUND BALANCE - ENDING		<u>(1,100,013)</u>	<u>(1,032,138)</u>	<u>(1,016,676)</u>	<u>(832,919)</u>	<u>(487,381)</u>	<u>(392,696)</u>	<u>(319,696)</u>	<u>(165,696)</u>	<u>(34,696)</u>

STORM DRAIN CAPITAL FACILITIES FUND (349)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
349-1910-351100	INVESTMENT EARNINGS	1,996	2,278	13,127	5,522	10,844	10,504	5,000	5,000	5,000
349-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(2,428)	4,228	8,155	2,428	2,428	2,428
349-4150-362410	STATE GRANTS	0	0	0	0	0	0	275,800	275,800	0
349-4150-371406	STORM DRAIN	131,976	77,073	45,383	58,876	60,114	17,288	25,000	67,000	25,000
349-1910-390100	REPAYMENT OF CITY OF ADVANCE			0	0	0		0	0	0
TOTAL REVENUES		<u>133,972</u>	<u>79,351</u>	<u>58,510</u>	<u>61,970</u>	<u>75,186</u>	<u>35,947</u>	<u>308,228</u>	<u>350,228</u>	<u>32,428</u>
EXPENDITURES										
349-4150-442001	CAPITAL PROJECTS									
CP1511	STORM MASTER PLAN	72,870	5,580	0	0	0	0	0	0	0
CP1513	DESIGN LAMBUTH & F ST IMPROVEMENTS	3,630	118,291	0	0	0	0	0	0	0
CP1514	DRYWELL & STORM PUMP	11,838	0	0	0	0	0	0	0	0
CP1303	SOUTH STREET DRAINAGE	116,609	0	0	0	0	0	0	0	0
CP0711	PUH REIMBURSE	4,890	21,189	24,448	18,744	0	0	0	0	0
CP0712	ANDERSON HOMES	980	0	0	0	0	0	0	0	0
CP1408	FCB HOMES REIMBURSEMENT	393	0	0	2,158	0	0	20,000	20,000	20,000
CP1613	S SIERRA AVE DRAINAGE	0	41,226	0	0	0	0	0	0	0
CP1709	WALNUT PUMP STATION	0	0	133,948	80	0	0	0	0	0
CP1710	5TH & G STORM CONNECTION	0	0	34,876	0	0	0	0	0	0
CP1712	BRYAN AVE IMPROV. (F & LAMBUTH)	0	0	0	0	0	0	0	0	0
CP1801	DRYWELLS (4)	0	0	0	0	0	0	0	0	0
CP1732	WOOD BASIN STORM DRAIN	0	0	0	0	425	0	0	0	0
CP2020	WEST F STORM DRAIN	0	0	0	0	0	4,505	394,000	394,000	0
TOTAL EXPENDITURES		<u>211,210</u>	<u>186,286</u>	<u>193,272</u>	<u>20,982</u>	<u>425</u>	<u>4,505</u>	<u>414,000</u>	<u>414,000</u>	<u>20,000</u>
REVENUES OVER (UNDER) EXPENDITURES		(77,238)	(106,935)	(134,762)	40,988	74,761	31,442	(105,772)	(63,772)	12,428
FUND BALANCE - BEGINNING		844,757	767,519	660,584	525,822	566,810	641,571	673,013	673,013	609,241
FUND BALANCE - ENDING		<u>767,519</u>	<u>660,584</u>	<u>525,822</u>	<u>566,810</u>	<u>641,571</u>	<u>673,013</u>	<u>567,241</u>	<u>609,241</u>	<u>621,669</u>
Fund Balance		767,519	660,584	525,822	566,810	641,571	673,013			
Less Reserved for Loan to Redevelopment Agency		(374,269)	(374,269)	(344,570)	(298,551)	(262,193)	(223,993)			
Unreserved Balance		<u>393,250</u>	<u>286,315</u>	<u>181,252</u>	<u>268,259</u>	<u>379,378</u>	<u>449,020</u>			

ADMINISTRATION CAPITAL FACILITIES FUND (354)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
354-1910-351100	INVESTMENT EARNINGS	94	181	154	592	1,221	1,677	100	100	100
354-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(698)	1,230	2,074	698	698	698
354-1910-371417	ADMINISTRATION	22,929	23,688	16,156	37,332	35,895	5,522	20,000	35,000	20,000
TOTAL REVENUES		23,023	23,869	16,310	37,226	38,346	9,273	20,798	35,798	20,798
EXPENDITURES										
GENERAL GOVERNMENT										
354-1910-425003	CONTRACT SERVICES - CP1515	0	38,255	0	0	0	0	0	0	0
354-1910-441001	CAPITAL OUTLAY									
	CP1408 FCB HOMES REIMBURSEMENT	135	0	0	959	0	0	20,000	20,000	20,000
TOTAL EXPENDITURES		135	38,255	0	959	0	0	20,000	20,000	20,000
REVENUES OVER (UNDER) EXPENDITURES		22,888	(14,386)	16,310	36,267	38,346	9,273	798	15,798	798
FUND BALANCE - BEGINNING		9,628	32,516	18,130	34,440	70,707	109,053	118,326	118,326	134,124
FUND BALANCE - ENDING		32,516	18,130	34,440	70,707	109,053	118,326	119,124	134,124	134,922

FIRE CAPITAL FACILITY FUND (355)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
355-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
355-2210-371407	FIRE	63,038	102,957	92,808	122,988	86,105	10,689	45,000	80,000	45,000
TOTAL REVENUES		<u>63,038</u>	<u>102,957</u>	<u>92,808</u>	<u>122,988</u>	<u>86,105</u>	<u>10,689</u>	<u>45,000</u>	<u>80,000</u>	<u>45,000</u>
EXPENDITURES										
INTERFUND TRANSFERS										
TRANSFERS & OTHER										
	TRANSFERS OUT	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		63,038	102,957	92,808	122,988	86,105	10,689	45,000	80,000	45,000
FUND BALANCE - BEGINNING		<u>(1,169,273)</u>	<u>(1,106,235)</u>	<u>(1,003,278)</u>	<u>(910,470)</u>	<u>(787,482)</u>	<u>(701,377)</u>	<u>(690,688)</u>	<u>(690,688)</u>	<u>(610,688)</u>
FUND BALANCE - ENDING		<u>(1,106,235)</u>	<u>(1,003,278)</u>	<u>(910,470)</u>	<u>(787,482)</u>	<u>(701,377)</u>	<u>(690,688)</u>	<u>(645,688)</u>	<u>(610,688)</u>	<u>(565,688)</u>

POLICE CAPITAL FACILITY FUND (356)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
356-1910-351100	INVESTMENT EARNINGS	79	361	572	1,908	3,208	2,601	600	600	600
356-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,967)	3,298	1,334	200	200	200
356-2110-371412	POLICE	31,836	47,236	40,016	75,783	68,765	8,571	10,000	63,440	10,000
TOTAL REVENUES		<u>31,915</u>	<u>47,597</u>	<u>40,588</u>	<u>75,724</u>	<u>75,271</u>	<u>12,506</u>	<u>10,800</u>	<u>64,240</u>	<u>10,800</u>
EXPENDITURES										
356-2110-442001	CAPITAL OUTLAY									
CP1822	DISPATCH CENTER EQUIP	0	0	0	0	0	219,327	75,000	0	0
CP1819	POLICE/CITY HALL REMODEL	0	0	0	0	0	0	0	0	130,000
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>219,327</u>	<u>75,000</u>	<u>0</u>	<u>130,000</u>
REVENUES OVER (UNDER) EXPENDITURES		31,915	47,597	40,588	75,724	75,271	(206,821)	(64,200)	64,240	(119,200)
FUND BALANCE - BEGINNING		<u>1,896</u>	<u>33,811</u>	<u>81,408</u>	<u>121,996</u>	<u>197,720</u>	<u>272,991</u>	<u>66,170</u>	<u>66,170</u>	<u>130,410</u>
FUND BALANCE - ENDING		<u>33,811</u>	<u>81,408</u>	<u>121,996</u>	<u>197,720</u>	<u>272,991</u>	<u>66,170</u>	<u>1,970</u>	<u>130,410</u>	<u>11,210</u>

GENERAL GOVERNMENT CAPITAL FACILITY FUND (357)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
357-1910-351100	INVESTMENT EARNINGS	2,030	3,212	3,111	7,610	9,602	11,260	5,000	14,515	5,000
357-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(6,466)	10,068	13,419	6,466	(39,173)	6,466
357-1910-371413	GENERAL GOVERNMENT	23,452	49,332	49,905	86,118	74,713	9,290	36,000	69,000	36,000
TOTAL REVENUES		<u>25,482</u>	<u>52,544</u>	<u>53,016</u>	<u>87,262</u>	<u>94,383</u>	<u>33,969</u>	<u>47,466</u>	<u>44,342</u>	<u>47,466</u>
357-1910-442001 CAPITAL OUTLAY										
CP1610	FACILITY MASTER PLAN	0	10,320	14,360	0	0	0	0	0	0
CP1408	FCB HOMES REIMBURSEMENT	129	129	0	2,255	0	0	25,000	33,000	25,000
CP1536	COUNCIL CHAMBERS ACCESS RAMP	39,807	8,776	0	0	0	0	0	0	0
CP1819	POLICE/CITY HALL REMODEL	0	0	0	0	0	0	0	0	590,000
TOTAL EXPENDITURES		<u>39,936</u>	<u>19,225</u>	<u>14,360</u>	<u>2,255</u>	<u>0</u>	<u>0</u>	<u>25,000</u>	<u>33,000</u>	<u>615,000</u>
REVENUES OVER (UNDER) EXPENDITURES		(14,454)	33,319	38,656	85,007	94,383	33,969	22,466	11,342	(567,534)
FUND BALANCE - BEGINNING		<u>502,033</u>	<u>487,579</u>	<u>520,898</u>	<u>559,554</u>	<u>644,561</u>	<u>738,944</u>	<u>772,913</u>	<u>772,913</u>	<u>784,255</u>
FUND BALANCE - ENDING		<u>487,579</u>	<u>520,898</u>	<u>559,554</u>	<u>644,561</u>	<u>738,944</u>	<u>772,913</u>	<u>795,379</u>	<u>784,255</u>	<u>216,721</u>

PLAN AREA FEE FUND (360)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
360-1910-351100	INVESTMENT EARNINGS	0	0	1,316	4,991	8,309	7,127	3,500	3,500	3,500
360-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(5,240)	8,261	5,908	5,240	5,240	5,240
360-1910-371450	PLAN AREA FEE	0	175,000	126,000	231,000	70,000	0	50,000	0	50,000
TOTAL REVENUES		0	175,000	127,316	230,751	86,570	13,035	58,740	8,740	58,740
GENERAL GOVERNMENT										
360-1910-442001	CAPITAL OUTLAY									
CP 2014	D STREET EXTENSION TO STEARNS	0	0	0	0	0	227,268	405,404	405,404	0
TOTAL EXPENDITURES		0	0	0	0	0	227,268	405,404	405,404	0
REVENUES OVER (UNDER) EXPENDITURES		0	175,000	127,316	230,751	86,570	(214,233)	(346,664)	(396,664)	58,740
FUND BALANCE - BEGINNING		0	0	175,000	302,316	533,067	619,637	405,404	405,404	8,740
FUND BALANCE - ENDING		0	175,000	302,316	533,067	619,637	405,404	58,740	8,740	67,480

RDA SUCCESSOR AGENCY (363)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
363-1910-351100	INVESTMENT EARNINGS	1,013	621	768	1,220	160	0	500	500	500
363-9091-311065	PROPERTY TAXES	136,523	125,000	250,000	250,000	250,000	125,000	0	0	0
363-9091-351317	COWBOY MUSEUM	0	0	0	0	3,673	3,674	3,674	3,674	3,674
	MISCELLANEOUS	0	0	0	0	0	0	0	0	0
	Transfer from Fund 460	0	0	0	0	0	0	250,000	250,000	18,000
TOTAL REVENUES		137,536	125,621	250,768	251,220	253,833	128,674	254,174	254,174	22,174
EXPENDITURES										
SALARIES & BENEFITS										
363-9091-410000	SALARIES	7,438	12,676	14,905	7,358	14,215	13,426	4,000	4,000	4,000
363-9091-414001	RETIREMENT	2,567	5,975	8,132	4,166	6,306	7,007	2,500	2,500	2,500
363-9091-414002	HEALTH INSURANCE	883	610	1,922	930	1,463	1,628	500	500	500
363-9091-414003	WORKERS COMPENSATION INS	328	2,846	663	330	985	499	200	200	200
363-9091-414004	SOCIAL SECURITY/MEDICARE	58	65	202	102	361	182	100	100	100
363-9091-414005	LONG TERM DISABILITY INS	19	36	113	57	66	64	75	75	75
363-9091-414006	STATE UNEMPLOYMENT	1	0	60	27	43	21	0	0	0
363-9091-414007	DEFERRED COMPENSATION	136	233	742	366	583	664	200	200	200
363-9091-414008	LIFE INSURANCE	17	26	80	40	60	66	50	50	50
* SALARIES & BENEFITS		11,447	22,467	26,819	13,376	24,082	23,557	7,625	7,625	7,625
OPERATIONS & MAINTENANCE										
363-9091-415000	INSURANCE	12,000	6,000	6,600	6,600	10,500	6,600	6,600	6,600	6,600
363-9091-423000	LEASES	12,000	12,000	12,000	9,000	6,000	10,000	6,000	6,000	6,000
363-9091-425002	AUDIT	0	0	0	0	0	0	0	0	0
363-9091-425003	CONTRACT SERVICES	53,728	38,420	199,964	221,022	20,300	209,643	229,775	229,775	0
	LANDSCAPING SERVICES	7,500	0	0	0	0	0	0	0	0
	GENERAL SUPPLIES	397	0	0	0	3,202	0	0	0	0
	BAD DEBT - LOAN WRITEOFF	0	0	0	0	0	0	0	0	0
	INTEREST	155,529	0	0	0	185,310	0	0	0	0
* OPERATIONS & MAINTENANCE		241,154	56,420	218,564	236,622	225,312	226,243	242,375	242,375	12,600
TOTAL EXPENDITURES		252,601	78,887	245,383	249,998	249,394	249,800	250,000	250,000	20,225
REVENUES OVER (UNDER) EXPENDITURES		(115,065)	46,734	5,385	1,222	4,439	(121,126)	4,174	4,174	1,949
FUND BALANCE - BEGINNING		223,456	108,391	155,125	160,510	161,732	166,171	45,045	45,045	49,219
FUND BALANCE - ENDING		108,391	155,125	160,510	161,732	166,171	45,045	49,219	49,219	51,168

REDEVELOPMENT DEBT SERVICE (460)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
460-1910-351100	INVESTMENT EARNINGS	49,009	75,785	45,817	86,649	27,701	35,917	60,000	20,000	60,000
460-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(15,155)	26,792	37,628	15,155	15,155	15,155
460-9091-399000	TRANSFER IN	0	0	0	2,117,220	0	0	0	0	0
460-9091-311065	PROPERTY TAXES	1,462,325	1,795,578	1,634,959	1,390,266	1,392,287	277,256	0	0	0
460-9091-386100	BOND PROCEEDS		0	0	15,587,923	0	0	0	0	0
	TOTAL REVENUES	1,511,334	1,871,363	1,680,776	19,166,903	1,446,780	350,801	75,155	35,155	75,155
EXPENDITURES										
OPERATIONS & MAINTENANCE										
460-9091-425003	OTHER PROFESSIONAL FEES	0	0	0	313,828	0	0	0	0	0
490-9091-499363	TRANSFER OUT	0	0	0	0	0	0	250,000	250,000	18,000
DEBT SERVICE										
460-9091-451001	PRINCIPAL	510,000	540,000	565,000	18,706,285	0	0	0	0	0
460-9091-451002	INTEREST	1,020,013	1,149,264	1,119,664	1,136,366	554,511	554,511	554,511	554,511	554,511
**	REDEVELOPMENT AGENCY	1,530,013	1,689,264	1,684,664	20,156,479	554,511	554,511	804,511	804,511	572,511
	TOTAL EXPENDITURES	1,530,013	1,689,264	1,684,664	20,156,479	554,511	554,511	804,511	804,511	572,511
	REVENUES OVER (UNDER) EXPENDITURES	(18,679)	182,099	(3,888)	(989,576)	892,269	(203,710)	(729,356)	(769,356)	(497,356)
	FUND BALANCE - BEGINNING	2,378,485	2,359,806	2,541,905	2,538,017	1,548,441	2,440,710	2,237,000	2,237,000	1,467,644
	FUND BALANCE - ENDING	2,359,806	2,541,905	2,538,017	1,548,441	2,440,710	2,237,000	1,507,644	1,467,644	970,288

ENERGY EFFICIENCY & CONSERVATION DEBT SERVICES (462)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
467-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
467-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	0	0	0	0	0
467-1910-374120	FEES	0	0	0	0	0	0	0	0	80,000
465-1910-386100	LEASE PROCEEDS	0	0	0	0	0	0	195,973	195,973	0
TOTAL REVENUES		0	0	0	0	0	0	195,973	195,973	80,000
EXPENDITURES										
467-1910-425003	OTHER PROFESSIONAL FEES	0	0	0	0	0	0	0	0	0
467-1910-451001	PRINCIPAL	0	0	0	0	0	0	0	0	0
467-1910-451002	INTEREST	0	0	0	0	0	0	36,933	36,933	69,868
467-1910-446001	BOND ISSUANCE COST	0	0	0	0	0	0	89,813	89,813	0
TOTAL EXPENDITURES		0	0	0	0	0	0	126,746	126,746	69,868
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	0	0	69,227	69,227	10,132
FUND BALANCE - BEGINNING		0	0	0	0	0	0	0	0	69,227
FUND BALANCE - ENDING		0	0	0	0	0	0	69,227	69,227	79,359

FIRE STATION DEBT SERVICE (465)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
465-1910-351100	INVESTMENT EARNINGS	6,932	316	196	746	639	656	500	500	500
465-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(792)	1,118	1,407	792	792	792
465-1910-399291	TRANSFER IN	180,000	170,000	160,000	160,008	160,008	160,000	160,000	160,000	160,000
465-1910-386100	BOND PROCEEDS	2,329,672	0	0	0	0	0	0	0	0
TOTAL REVENUES		2,516,604	170,316	160,196	159,962	161,765	162,063	161,292	161,292	161,292
EXPENDITURES										
OPERATIONS & MAINTENANCE										
465-2210-425003	OTHER PROFESSIONAL FEES	2,975	2,114	0	0	0	0	0	0	0
465-2210-446001	BOND ISSUE COSTS	84,752	0	0	0	0	0	0	0	0
465-2210-451001	PRINCIPAL	65,000	2,521,103	84,438	86,863	91,642	93,701	95,456	95,456	100,880
465-2210-451002	INTEREST	110,073	111,354	76,767	73,770	70,643	67,348	64,026	64,026	60,600
TOTAL EXPENDITURES		262,800	2,634,571	161,205	160,633	162,285	161,049	159,482	159,482	161,480
REVENUES OVER (UNDER) EXPENDITURES		2,253,804	(2,464,255)	(1,009)	(671)	(520)	1,014	1,810	1,810	(188)
FUND BALANCE - BEGINNING		303,193	2,556,997	92,742	91,733	91,062	90,542	91,556	91,556	93,366
FUND BALANCE - ENDING		2,556,997	92,742	91,733	91,062	90,542	91,556	93,366	93,366	93,178

2015 PENSION BONDS DEBT SERVICE (467)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
467-1910-351100	INVESTMENT EARNINGS	46	276	266	589	754	1,043	500	500	500
467-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(914)	1,210	904	914	914	914
467-1910-374120	FEES	179,440	578,419	595,594	612,792	466,250	429,597	456,955	456,955	461,441
467-1910-386200	BOND PROCEEDS	3,927,100	0	0	0	0	0	0	0	0
TOTAL REVENUES		4,106,586	578,695	595,860	612,467	468,214	431,544	458,369	458,369	462,855
EXPENDITURES										
467-1910-425003	OTHER PROFESSIONAL FEES	0	1,650	1,650	1,650	1,650	1,815	1,650	1,650	1,650
467-1910-451001	PRINCIPAL	3,908,099	439,500	478,000	387,000	372,600	343,600	372,500	372,500	411,100
467-1910-451002	INTEREST	41,235	153,728	134,670	87,506	99,141	192,773	69,963	66,051	49,605
467-1910-446001	BOND ISSUANCE COST	119,790	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		4,069,124	594,878	614,320	476,156	473,391	538,188	444,113	440,201	462,355
REVENUES OVER (UNDER) EXPENDITURES		37,462	(16,183)	(18,460)	136,311	(5,177)	(106,644)	14,256	18,168	500
FUND BALANCE - BEGINNING		0	37,462	21,279	2,819	139,130	133,953	27,309	27,309	45,477
FUND BALANCE - ENDING		37,462	21,279	2,819	139,130	133,953	27,309	41,565	45,477	45,977

DENTAL INSURANCE FUND (510)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
510-1910-351100	INVESTMENT EARNINGS	82	159	225	592	763	1,009	400	400	400
510-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(476)	768	1,464	476	476	476
510-1910-374120	FEES	50,163	55,914	55,860	52,000	54,044	57,811	55,000	55,000	55,000
TOTAL REVENUES		<u>50,245</u>	<u>56,073</u>	<u>56,085</u>	<u>52,116</u>	<u>55,575</u>	<u>60,284</u>	<u>55,876</u>	<u>55,876</u>	<u>55,876</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
510-1910-425003	CONTRACT SERVICES	4,574	5,347	4,212	5,664	4,438	4,473	4,500	4,500	4,500
510-1910-436001	INSURANCE CLAIMS	42,138	35,708	41,406	44,895	38,779	33,874	50,000	50,000	50,000
* OPERATIONS & MAINTENANCE		<u>46,712</u>	<u>41,055</u>	<u>45,618</u>	<u>50,559</u>	<u>43,217</u>	<u>38,347</u>	<u>54,500</u>	<u>54,500</u>	<u>54,500</u>
TOTAL EXPENDITURES		<u>46,712</u>	<u>41,055</u>	<u>45,618</u>	<u>50,559</u>	<u>43,217</u>	<u>38,347</u>	<u>54,500</u>	<u>54,500</u>	<u>54,500</u>
REVENUES OVER (UNDER) EXPENDITURES		3,533	15,018	10,467	1,557	12,358	21,937	1,376	1,376	1,376
FUND BALANCE - BEGINNING		<u>13,748</u>	<u>17,281</u>	<u>32,299</u>	<u>42,766</u>	<u>44,323</u>	<u>56,681</u>	<u>78,618</u>	<u>78,618</u>	<u>79,994</u>
FUND BALANCE - ENDING		<u>17,281</u>	<u>32,299</u>	<u>42,766</u>	<u>44,323</u>	<u>56,681</u>	<u>78,618</u>	<u>79,994</u>	<u>79,994</u>	<u>81,370</u>

EMPLOYEE FLEXIBLE SPENDING ACCOUNT FUND (512)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
512-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
512-1910-374120	FEES	0	8,750	13,554	11,071	14,623	14,203	18,200	18,200	18,200
TOTAL REVENUES		0	8,750	13,554	11,071	14,623	14,203	18,200	18,200	18,200
EXPENDITURES										
OPERATIONS & MAINTENANCE										
512-1910-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
512-1910-436001	INSURANCE CLAIMS	0	7,984	14,032	7,720	14,113	15,573	18,200	18,200	18,200
* OPERATIONS & MAINTENANCE		0	7,984	14,032	7,720	14,113	15,573	18,200	18,200	18,200
TOTAL EXPENDITURES		0	7,984	14,032	7,720	14,113	15,573	18,200	18,200	18,200
REVENUES OVER (UNDER) EXPENDITURE:		0	766	(478)	3,351	510	(1,370)	0	0	0
FUND BALANCE - BEGINNING		0	0	766	288	3,639	4,149	2,779	2,779	2,779
FUND BALANCE - ENDING		0	766	288	3,639	4,149	2,779	2,779	2,779	2,779

RISK MANAGEMENT FUND (515)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
515-1910-351100	INVESTMENT EARNINGS	287	736	694	1,362	2,296	4,141	700	700	700
515-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,479)	2,488	7,937	1,479	1,479	1,479
515-1910-374120	ANNUAL CHARGE	108,133	109,106	109,106	109,906	127,913	109,106	109,106	109,106	109,106
515-1910-374145	REFUNDS	0	0	0	0	0	178,409	255,709	255,709	0
TOTAL REVENUES		108,420	109,842	109,800	109,789	132,697	299,593	366,994	366,994	111,285
EXPENDITURES										
OPERATIONS & MAINTENANCE										
515-1910-415000	LIABILITY INSURANCE	56,645	67,507	155,114	77,586	62,093	62,860	110,000	110,000	110,000
515-1910-425003	OTHER PROFESSIONAL FEES	0	0	1,875	0	0	46,535	50,000	50,000	50,000
* OPERATIONS & MAINTENANCE		56,645	67,507	156,989	77,586	62,093	109,395	160,000	160,000	160,000
TOTAL EXPENDITURES		56,645	67,507	156,989	77,586	62,093	109,395	160,000	160,000	160,000
REVENUES OVER (UNDER) EXPENDITURES		51,775	42,335	(47,189)	32,203	70,604	190,198	206,994	206,994	(48,715)
FUND BALANCE - BEGINNING		75,019	126,794	169,129	121,940	154,143	224,747	414,945	414,945	621,939
FUND BALANCE - ENDING		126,794	169,129	121,940	154,143	224,747	414,945	621,939	621,939	573,224

EMPLOYEE LIABILITY FUND (520)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
520-1910-351100	INVESTMENT EARNINGS	1,834	4,089	4,294	12,109	16,327	13,839	8,000	8,000	8,000
520-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(11,564)	16,676	12,372	11,564	11,564	11,564
520-1910-374120	ANNUAL LIABILITY CHARGE	31,250	28,720	28,720	28,663	28,663	28,663	28,720	28,663	28,663
520-1910-399110	TRANSFER IN	400,000	400,000	300,000	300,000	50,000	250,000	50,000	50,000	0
TOTAL REVENUES		433,084	432,809	333,014	329,208	111,666	304,874	98,284	98,227	48,227
EXPENDITURES										
OPERATIONS & MAINTENANCE										
520-1910-410000	SALARIES	172,394	171,368	363,831	0	235,538	346,188	170,000	80,000	170,000
520-1910-414004	SOCIAL SECURITY/MEDICARE	2,225	1,510	2,743	0	3,104	4,651	5,000	1,000	5,000
520-1910-414006	STATE UNEMPLOYMENT	126	1,692	1,132	0	554	0	1,000	0	1,000
* OPERATIONS & MAINTENANCE		174,745	174,570	367,706	0	239,196	350,839	176,000	81,000	176,000
TOTAL EXPENDITURES		174,745	174,570	367,706	0	239,196	350,839	176,000	81,000	176,000
REVENUES OVER (UNDER) EXPENDITURES		258,339	258,239	(34,692)	329,208	(127,530)	(45,965)	(77,716)	17,227	(127,773)
FUND BALANCE - BEGINNING		362,613	620,952	879,191	844,499	1,173,707	1,046,177	1,000,212	1,000,212	1,017,439
FUND BALANCE - ENDING		620,952	879,191	844,499	1,173,707	1,046,177	1,000,212	922,496	1,017,439	889,666

INFORMATION TECHNOLOGY FUND (525)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
525-1910-351100	INVESTMENT EARNINGS	256	61	69	822	1,488	1,463	500	500	500
525-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(972)	1,524	1,289	972	972	972
525-1910-374120	ANNUAL CHARGE	31,250	144,220	144,220	209,600	189,600	189,600	189,100	190,250	256,700
TOTAL REVENUES		31,506	144,281	144,289	209,450	192,612	192,352	190,572	191,722	258,172
EXPENDITURES										
OPERATIONS & MAINTENANCE										
525-1910-425003	OTHER PROFESSIONAL FEES	1,675	125,758	90,542	95,280	139,304	153,995	130,000	160,000	130,000
525-1910-425012	SOFTWARE	0	7,556	6,020	20,933	15,266	44,251	40,000	35,000	40,000
* OPERATIONS & MAINTENANCE		1,675	133,314	96,562	116,213	154,570	198,246	170,000	195,000	170,000
CAPITAL OUTLAY										
525-1910-441005	COMPUTER & RELATED EQUIP	0	2,702	9,070	12,219	24,269	2,393	65,000	65,000	50,000
525-1910-441006	MACHINERY & EQUIP	61,284	24,728	0	33,102	0	24,001	15,000	5,000	10,000
* CAPITAL OUTLAY		61,284	27,430	9,070	45,321	24,269	26,394	80,000	70,000	60,000
TOTAL EXPENDITURES		62,959	160,744	105,632	161,534	178,839	224,640	250,000	265,000	230,000
REVENUES OVER (UNDER) EXPENDITURES		(31,453)	(16,463)	38,657	47,916	13,773	(32,288)	(59,428)	(73,278)	28,172
FUND BALANCE - BEGINNING		53,997	22,544	6,081	44,738	92,654	106,427	74,139	74,139	861
FUND BALANCE - ENDING		22,544	6,081	44,738	92,654	106,427	74,139	14,711	861	29,033

VEHICLE REPLACEMENT FUND (530)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
530-1910-351100	INVESTMENT EARNINGS	718	1,101	584	1,989	1,529	1,192	1,500	1,500	1,500
530-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,527)	1,999	1,125	1,527	1,527	1,527
530-1910-372500	SALE OF EQUIPMENT	0	0	0	0	4,172	0	0	0	0
530-1910-374120	ANNUAL CHARGE	50,000	50,702	50,702	50,610	50,610	50,610	50,000	50,519	50,519
TOTAL REVENUES		<u>50,718</u>	<u>51,803</u>	<u>51,286</u>	<u>51,072</u>	<u>58,310</u>	<u>52,927</u>	<u>53,027</u>	<u>53,546</u>	<u>53,546</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
CAPITAL OUTLAY										
530-1910-441009	VEHICLES	0	96,436	3,060	89,594	69,466	81,381	100,000	100,000	75,000
* CAPITAL OUTLAY		<u>0</u>	<u>96,436</u>	<u>3,060</u>	<u>89,594</u>	<u>69,466</u>	<u>81,381</u>	<u>100,000</u>	<u>100,000</u>	<u>75,000</u>
TOTAL EXPENDITURES		<u>0</u>	<u>96,436</u>	<u>3,060</u>	<u>89,594</u>	<u>69,466</u>	<u>81,381</u>	<u>100,000</u>	<u>100,000</u>	<u>75,000</u>
REVENUES OVER (UNDER) EXPENDITURES		50,718	(44,633)	48,226	(38,522)	(11,156)	(28,454)	(46,973)	(46,454)	(21,454)
FUND BALANCE - BEGINNING		<u>100,401</u>	<u>151,119</u>	<u>106,486</u>	<u>154,712</u>	<u>116,190</u>	<u>105,034</u>	<u>76,580</u>	<u>76,580</u>	<u>30,126</u>
FUND BALANCE - ENDING		<u>151,119</u>	<u>106,486</u>	<u>154,712</u>	<u>116,190</u>	<u>105,034</u>	<u>76,580</u>	<u>29,607</u>	<u>30,126</u>	<u>8,672</u>

FIRE EQUIPMENT REPLACEMENT FUND (532)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21	2020-21	2021-22
								Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
532-1910-351100	INVESTMENT EARNINGS	1,030	2,463	3,383	7,312	8,442	13,579	3,000	3,000	3,000
532-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(2,914)	6,424	15,467	2,914	2,914	2,914
532-2210-372500	SALE OF EQUIPMENT	0	0	0	0	0	0	0	0	0
532-2210-392200	EQUIPMENT REPLACEMENT	100,000	200,000	300,000	450,000	400,000	100,000	100,000	100,000	100,000
TOTAL REVENUES		101,030	202,463	303,383	454,398	414,866	129,046	105,914	105,914	105,914
EXPENDITURES										
532-2210-441004	IMPROVEMENTS TO BUILDINGS	0	0	0	0	0	0	0	0	0
532-2210-441005	MACHINERY AND EQUIPMENT	0	0	226,389	602,565	0	112,316	687,524	687,524	115,000
532-2210-441006	COMPUTER AND RELATED EQUIP	0	0	0	0	0	0	0	0	0
TOTAL EXPENDITURES		0	0	226,389	602,565	0	112,316	687,524	687,524	115,000
REVENUES OVER (UNDER) EXPENDITURES		101,030	202,463	76,994	(148,167)	414,866	16,730	(581,610)	(581,610)	(9,086)
FUND BALANCE - BEGINNING		221,957	322,987	525,450	602,444	454,277	869,143	885,873	885,873	304,263
FUND BALANCE - ENDING		322,987	525,450	602,444	454,277	869,143	885,873	304,263	304,263	295,177

PERS LIABILITY FUND (535)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
535-1910-351100	INVESTMENT EARNINGS	3,290	7,440	9,968	27,261	35,967	39,463	20,000	20,000	20,000
535-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(23,756)	36,666	42,257	23,756	23,756	23,756
535-1910-399110	TRANSFER FROM GENERAL FUND	500,000	500,000	499,995	500,000	350,000	200,000	0	166,000	0
TOTAL REVENUES		<u>503,290</u>	<u>507,440</u>	<u>509,963</u>	<u>503,505</u>	<u>422,633</u>	<u>281,720</u>	<u>43,756</u>	<u>209,756</u>	<u>43,756</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
INTERFUND TRANSFERS										
535-1910-499110	TRANSFERS OUT	0	0	99,998	0	184,996	185,000	150,000	0	110,000
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>99,998</u>	<u>0</u>	<u>184,996</u>	<u>185,000</u>	<u>150,000</u>	<u>0</u>	<u>110,000</u>
REVENUES OVER (UNDER) EXPENDITURES		503,290	507,440	409,965	503,505	237,637	96,720	(106,244)	209,756	(66,244)
FUND BALANCE - BEGINNING		<u>501,741</u>	<u>1,005,031</u>	<u>1,512,471</u>	<u>1,922,436</u>	<u>2,425,941</u>	<u>2,663,578</u>	<u>2,760,298</u>	<u>2,760,298</u>	<u>2,970,054</u>
FUND BALANCE - ENDING		<u>1,005,031</u>	<u>1,512,471</u>	<u>1,922,436</u>	<u>2,425,941</u>	<u>2,663,578</u>	<u>2,760,298</u>	<u>2,654,054</u>	<u>2,970,054</u>	<u>2,903,810</u>

FACILITY MAINTENANCE FUND (540)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
540-1910-351100	INVESTMENT EARNINGS	0	40	1,577	11,048	15,477	19,615	6,000	6,000	6,000
540-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(11,594)	18,145	32,623	11,594	11,594	11,594
540-1910-374120	MISCELLANEOUS	0	0	0	100,000	0	0	0	0	0
540-1910-399110	TRANSFER FROM GENERAL FUND	0	250,000	700,000	450,000	350,000	512,500	0	350,000	0
TOTAL REVENUES		0	250,040	701,577	549,454	383,622	564,738	17,594	367,594	17,594
EXPENDITURES										
OPERATIONS & MAINTENANCE										
540-1910-425003	OTHER PROFESSIONAL FEES	0	6,600	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		0	6,600	0	0	0	0	0	0	0
CAPITAL OUTLAY										
540-1910-441005	MACHINERY AND EQUIPMENT		8,700	25,427	77,753	79,903	14,800	34,000	34,000	34,000
540-1910-441004	IMPROVEMENTS TO BUILDINGS		0	0	0		0	0	0	0
540-1910-442001	CAPITAL PROJECTS									
CP1809	PARKING LOT - THIRD & E	0	0	0	0	41,593	0	0	0	0
CP1819	POLICE/CITY HALL REMODEL	0	0	0	7,542	59,816	14,503	1,385,497	65,000	1,880,000
CP1824	COUNCIL CHAMBERS ROOF/GUTTE	0	0	0	0	18,081	0	0	0	0
CP1826	KERR PARK MASTER PLAN	0	0	0	0	2,280	0	0	0	0
CP1915	COMMUNITY CENTER ALLEY GATE	0	0	0	0	7,700	0	0	0	0
CP 2106	GENE BIANCHI COMM CERTER ROC	0	0	0	0	0	0	44,724	0	0
CP2107	GLADYS LEMMONS SENIOR CENTE	0	0	0	0	0	0	35,750	0	0
* CAPITAL OUTLAY		0	8,700	25,427	85,295	209,373	29,303	1,499,971	99,000	1,914,000
TOTAL EXPENDITURES		0	15,300	25,427	85,295	209,373	29,303	1,499,971	99,000	1,914,000
REVENUES OVER (UNDER) EXPENDITURES		0	234,740	676,150	464,159	174,249	535,435	(1,482,377)	268,594	(1,896,406)
FUND BALANCE - BEGINNING		0	0	234,740	910,890	1,375,049	1,549,298	2,084,733	2,084,733	2,353,327
FUND BALANCE - ENDING		0	234,740	910,890	1,375,049	1,549,298	2,084,733	602,356	2,353,327	456,921

EQUIPMENT REPLACEMENT FUND (542)**SUMMARY OF REVENUES AND EXPENDITURES**

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21	2020-21	2021-22
								Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
542-1910-351100	INVESTMENT EARNINGS	133	122	3,382	1,884	1,773	1,229	1,000	1,000	1,000
542-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	14	156	0	0	0
542-1910-372500	SALE OF EQUIPMENT	13,486	3,965	5,825	1,000	4,100	0	5,825	5,825	0
542-1910-390100	REPAYMENT OF CITY ADVANCE	0	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>13,619</u>	<u>4,087</u>	<u>9,207</u>	<u>2,884</u>	<u>5,887</u>	<u>1,385</u>	<u>6,825</u>	<u>6,825</u>	<u>1,000</u>
EXPENDITURES										
CAPITAL OUTLAY		42,861	41,552	0	0	0	0	0	0	0
TRANSFERS & OTHER										
542-2110-499545	POLICE EQUIPMENT REPLACEMENT	0	0	0	42,000	13,000	13,000	6,000	6,000	0
TOTAL EXPENDITURES		<u>42,861</u>	<u>41,552</u>	<u>0</u>	<u>42,000</u>	<u>13,000</u>	<u>13,000</u>	<u>6,000</u>	<u>6,000</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		(29,242)	(37,465)	9,207	(39,116)	(7,113)	(11,615)	825	825	1,000
FUND BALANCE - BEGINNING		<u>178,258</u>	<u>149,016</u>	<u>111,551</u>	<u>120,758</u>	<u>81,642</u>	<u>74,529</u>	<u>62,914</u>	<u>62,914</u>	<u>63,739</u>
FUND BALANCE - ENDING		<u>149,016</u>	<u>111,551</u>	<u>120,758</u>	<u>81,642</u>	<u>74,529</u>	<u>62,914</u>	<u>63,739</u>	<u>63,739</u>	<u>64,739</u>
Fund Balance		149,016	111,551	120,758	81,642	74,529	62,914			
Less Reserved for Loan to Redevelopment Agency		(106,737)	(106,737)	(95,990)	(81,479)	(69,134)	(56,250)			
Unreserved Balance		<u>42,279</u>	<u>4,814</u>	<u>24,768</u>	<u>163</u>	<u>5,395</u>	<u>6,664</u>			

POLICE EQUIPMENT FUND (545)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
545-1910-351100	INVESTMENT EARNINGS	0	0	0	0	2,626	2,615	150	150	150
545-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	1,411	970	0	0	0
545-2110-380810	DONATION	0	0	0	0	0	0	0	0	0
545-2110-399113	TRANSFER FROM POLICE RESERVES FUNI	0	0	0	5,565	0	0	0	0	0
545-2110-399542	TRANSFER FROM EQUIPMENT FUND	0	0	0	42,000	13,000	13,000	6,000	6,000	0
545-2110-392200	EQUIPMENT REPLACEMENT	0	0	0	250,000	23,500	26,500	26,500	26,500	26,500
545-2110-361100	FEDERAL GRANT	0	0	0	0	3,355	3,823	0	0	0
TOTAL REVENUES		0	0	0	297,565	43,892	46,908	32,650	32,650	26,650
EXPENDITURES										
OPERATIONS & MAINTENANCE										
CAPITAL OUTLAY										
545-2110-441005	MACHINERY AND EQUIPMENT	0	0	0	36,860	10,345	240,058	96,600	96,600	33,000
545-2110-441006	COMPUTER AND RELATED EQUIP	0	0	0	0	4,361	5,237	10,300	10,300	10,000
* CAPITAL OUTLAY		0	0	0	36,860	14,706	245,295	106,900	106,900	43,000
TOTAL EXPENDITURES		0	0	0	36,860	14,706	245,295	106,900	106,900	43,000
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	260,705	29,186	(198,387)	(74,250)	(74,250)	(16,350)
FUND BALANCE - BEGINNING		0	0	0	0	260,705	289,891	91,504	91,504	17,254
FUND BALANCE - ENDING		0	0	0	260,705	289,891	91,504	17,254	17,254	904
BALLISTIC HELMETS								4,100	4,100	0
BODY WIRE								3,000	3,000	0
IRIMS								8,300	8,300	0
TMS								2,000	2,000	0
								0	0	0
								17,400	17,400	0

ANIMAL CONTROL EQUIPMENT FUND (547)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
547-1910-351100	INVESTMENT EARNINGS	0	0	0	0	226	718	325	325	325
547-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	184	1,105	0	0	0
547-2161-363300	RIVERBANK ANIMAL SERVICES	0	0	0	0	38,966	20,000	20,000	20,000	20,000
TOTAL REVENUES		0	0	0	0	39,376	21,823	20,325	20,325	20,325
EXPENDITURES										
OPERATIONS & MAINTENANCE										
CAPITAL OUTLAY										
547-2161-441005	MACHINERY AND EQUIPMENT	0	0	0	0	0	0	63,966	63,966	0
547-2161-441006	COMPUTER AND RELATED EQUIP	0	0	0	0	0	0	0	0	0
547-2161-441004	IMPROVEMENTS TO BUILDINGS	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		0	0	0	0	0	0	63,966	63,966	0
TOTAL EXPENDITURES		0	0	0	0	0	0	63,966	63,966	0
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	0	39,376	21,823	(43,641)	(43,641)	20,325
FUND BALANCE - BEGINNING		0	0	0	0	0	39,376	61,199	61,199	17,558
FUND BALANCE - ENDING		0	0	0	0	39,376	61,199	17,558	17,558	37,883

PARKS REPLACEMENT FUND (549)

Account #	Account/Description	2013 Actual	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES											
549-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	2,467	6,970	5,000	5,000	5,000
549-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	0	1,343	9,655	3,000	3,000	3,000
549-7210-392300	EQUIPMENT REPLACEMENT	0	0	0	60,000	0	0	0	0	0	0
549-1910-399110	TRANSFER FROM GENERAL FUND	0	0	18,116	175,000	225,000	302,500	0	0	0	0
TOTAL REVENUES		0	0	18,116	235,000	228,810	319,125	8,000	8,000	8,000	8,000
EXPENDITURES											
OPERATIONS & MAINTENANCE											
CAPITAL OUTLAY											
549-7219-442001	CAPITAL PROJECTS										
CP1722	WOOD PARK TREE REPLACEMENT	0	0	8,620	0	0	0	0	0	0	0
CP1723	BRENNAN PARK BASKETBALL REHAB	0	0	9,496	0	0	0	0	0	0	0
CP1810	GILBERT TENNIS COURTS REHAB	0	0	0	0	0	109,808	30,192	30,192	30,192	0
CP1907	BRIDLE RIDGE TRAIL	0	0	0	0	0	172	99,828	99,828	99,828	0
CP2108	FLAG POLE - YOSEMITE & G	0	0	0	0	0	0	0	0	0	10,000
CP2111	PLAYGROUND - COTTLESWOOD PARK	0	0	0	0	0	0	0	0	0	160,000
CP2112	BLEACHERS - COTTLESWOOD PARK	0	0	0	0	0	0	0	0	0	35,000
* CAPITAL OUTLAY		0	0	18,116	0	0	109,980	130,020	130,020	130,020	205,000
TOTAL EXPENDITURES		0	0	18,116	0	0	109,980	130,020	130,020	130,020	205,000
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	235,000	228,810	209,145	(122,020)	(122,020)	(122,020)	(197,000)
FUND BALANCE - BEGINNING		0	0	0	0	235,000	463,810	672,955	672,955	672,955	550,935
FUND BALANCE - ENDING		0	0	0	235,000	463,810	672,955	550,935	550,935	550,935	353,935

LLMD LANDSCAPE MAINTENANCE FUND (565)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21	2020-21	2021-22
								Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
565-1910-351100	INVESTMENT EARNINGS	0	0	0	0	345	85	0	0	0
565-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	184	1,105	0	0	0
565-7215-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	10,120	10,120	0
565-7215-374120	ANNUAL CHARGE	0	0	0	67,170	391,017	391,017	391,017	391,017	391,017
565-1910-399110	TRANSFER FROM GENERAL FUND	0	0	0	0	50,000	50,000	0	0	50,000
TOTAL REVENUES		0	0	0	67,170	441,546	442,207	401,137	401,137	441,017
EXPENDITURES										
SALARIES & BENEFITS										
565-7215-410000	SALARIES	0	0	0	27,656	201,445	240,359	217,683	217,683	237,558
622-4153-410005	SALARIES - PART-TIME	0	0	0	0	0	0	25,000	25,000	59,217
565-7215-410007	OVERTIME SALARIES	0	0	0	1,236	3,760	6,630	10,000	10,000	10,000
565-7215-410013	CONTRACT EMPL. SALARIES	0	0	0	0	14,055	21,358	0	0	0
565-7215-414001	RETIREMENT	0	0	0	1,930	12,687	11,666	10,270	10,270	16,874
565-7215-414002	HEALTH INSURANCE	0	0	0	6,020	61,299	60,178	55,444	55,444	67,789
565-7215-414003	WORKERS COMPENSATION INS	0	0	0	4,087	27,095	31,811	27,836	27,836	36,757
565-7215-414004	SOCIAL SECURITY/MEDICARE	0	0	0	471	2,734	5,872	5,255	5,255	4,079
565-7215-414006	STATE UNEMPLOYMENT	0	0	0	1,305	3,107	3,532	2,604	2,604	2,793
565-7215-414008	LIFE INSURANCE	0	0	0	49	307	284	249	249	312
* SALARIES & BENEFITS		0	0	0	42,754	326,489	381,690	354,341	354,341	435,379
OPERATIONS & MAINTENANCE										
565-7215-416002	TRAINING	0	0	0	0	50	500	500	500	500
565-7215-424003	CELL PHONES & PAGERS	0	0	0	0	1,725	2,606	2,500	2,500	2,500
565-7215-424003	VEHICLES MAINTENANCE	0	0	0	0	7,011	2,606	4,500	4,500	4,500
565-7215-425003	CONTRACT SERVICES	0	0	0	605	1,655	990	1,000	1,000	1,000
565-7215-425016	UNIFORM/LAUNDRY SERVICE	0	0	0	41	3,269	4,416	5,000	5,000	5,000
565-7215-427006	GENERAL SUPPLIES	0	0	0	140	21,023	12,923	10,000	10,000	10,000
565-7215-427022	FUEL & OIL	0	0	0	0	13,368	15,364	10,972	10,972	10,972
565-7215-427009	WEED ABATEMENT	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	786	48,101	39,405	34,472	34,472	34,472
CAPITAL OUTLAY										
565-7215-441005	COMPUTER & RELATED EQUIP	0	0	0	0	0	0	0	0	0
565-7215-441006	MACHINERY & EQUIP	0	0	0	16,913	31,712	4,808	14,028	14,028	14,028
565-7215-441009	VEHICLES	0	0	0	3,794	6,362	0	0	0	0
* CAPITAL OUTLAY		0	0	0	20,707	38,074	4,808	14,028	14,028	14,028
TOTAL EXPENDITURES		0	0	0	64,247	412,664	425,903	402,841	402,841	483,879
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	2,923	28,882	16,304	(1,704)	(1,704)	(42,862)
FUND BALANCE - BEGINNING		0	0	0	0	2,923	31,805	48,109	48,109	46,405
FUND BALANCE - ENDING		0	0	0	2,923	31,805	48,109	46,405	46,405	3,543

SEWER SRF LOAN RESERVE FUND (620)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
620-1910-351100	INVESTMENT EARNINGS	278	1,868	2,268	6,505	9,185	11,787	5,000	5,000	5,000
620-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(5,827)	9,304	15,395	5,827	5,827	5,827
620-4152-399622	TRANSFER IN	116,508	116,508	116,508	116,508	116,508	116,508	116,508	116,508	116,508
TOTAL REVENUES		116,786	118,376	118,776	117,186	134,997	143,690	127,335	127,335	127,335
EXPENDITURES										
TOTAL EXPENDITURES		0	0	0	0	0	0	0	0	0
REVENUES OVER (UNDER) EXPENDITURES		116,786	118,376	118,776	117,186	134,997	143,690	127,335	127,335	127,335
FUND BALANCE - BEGINNING		116,508	233,294	351,670	470,446	587,632	722,629	866,319	866,319	993,654
FUND BALANCE - ENDING		233,294	351,670	470,446	587,632	722,629	866,319	993,654	993,654	1,120,989

SEWER CAPITAL REPLACEMENT FUND (621)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
621-1910-351100	INVESTMENT EARNINGS	5,047	18,141	20,554	53,543	86,154	119,530	35,000	35,000	35,000
621-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(49,901)	84,260	153,642	49,901	49,901	49,901
621-4152-399622	TRANSFER FROM SEWER FUND	2,000,000	2,000,000	2,000,000	2,000,004	3,000,000	3,000,000	3,000,000	3,000,000	4,000,000
TOTAL REVENUES		2,005,047	2,018,141	2,020,554	2,003,646	3,170,414	3,273,172	3,084,901	3,084,901	4,084,901
EXPENDITURES										
621-4151-441002	IMPROVEMENTS TO LAND	0	0	3,745	2,839	0	0	45,000	45,000	65,000
621-4151-441003	BUILDING IMPROVEMENTS	0	0	2,811	1,776	432	0	10,000	10,000	10,000
621-4151-441005	MACHINERY AND EQUIPMENT	0	0	37,063	264	0	0	40,000	40,000	100,000
621-4151-441006	COMPUTER AND RELATED EQUIP	0	0	2,969	3,019	0	1,666	27,000	27,000	27,000
621-4152-441005	MACHINERY AND EQUIPMENT	0	0	0	53,926	44,760	8,581	76,000	76,000	0
621-4152-441006	COMPUTER AND RELATED EQUIP	0	968	884	1,745	0	3,991	5,000	5,000	0
621-4152-441009	VEHICLES	110,898	45,302	0	38,494	0	468,015	0	0	65,000
621-4159-442001	CAPITAL PROJECTS	73,986	345,395	1,399,380	41,140	0	0	0	0	0
CP1106	FIRST AVE F TO G ST	0	0	0	0	0	0	218,000	218,000	0
CP1516	SEWER RIVER CROSSING	563	19,514	55,196	158,335	36,009	167,534	5,942,926	5,942,926	0
CP1520	UPGRADE RADIOS FOR SCADA	15,687	0	0	0	0	0	5,000	5,000	0
CP1524	WWTP - REHABILITATE DRYING BED #1	0	0	174,477	4,845	0	0	0	0	0
CP1525	BUILDING IMPROVEMENTS	0	0	0	0	5,279	0	0	0	0
CP1611	6" TRASH PUMPS	0	0	14,389	0	28,256	0	0	0	0
CP1612	56 W F LIFT STATION IMPROVEMENTS	0	0	0	0	0	0	30,000	30,000	0
CP1702	CLARIFIER #1 REHAB	0	0	135,856	8,278	0	0	0	0	0
CP1704	DEWATERING PRESS	0	0	17,925	0	0	0	0	0	0
CP1717	KIMBALL TRUNK LINE	0	0	0	0	0	0	40,000	40,000	0
CP1732	WOOD BASIN STORM DRAIN	0	0	0	0	0	0	359,000	359,000	0
CP1803	S. WILLOWOOD REPLACEMENT	0	0	0	188	688	0	359,124	359,124	0
CP1804	HOLLENBECK CONTROL CABINET REPLACE	0	0	0	0	53,210	2,000	44,790	44,790	0
CP1805	FIRST STREET E TO F SEWER MAIN REPLACE	0	0	0	85,000	0	0	0	0	0
CP1813	CORP YARD REHAB	0	0	0	0	97,953	165,640	0	0	0
CP1814	H STREET (ASH TO OAK)	0	0	0	0	50,877	214,756	0	0	0
CP1816	MAGNOLIA - OAK TO MAXWELL	0	0	0	129,830	149,828	0	0	0	0
CP1817	WWTP - REHABILITATE DRYING BED	0	0	0	167,641	187,698	201,488	0	0	0
CP1905	5TH AVE - G TO J	0	0	0	0	0	442,968	0	0	0
CP1908	WWTP AERATION BLOWER UPGRADE	0	0	0	0	252,134	0	0	0	0
CP1909	MAAG & G INTERSECTION	0	0	0	0	0	12,251	0	0	0
CP1911	POPLAR AVE - LAUREL TO FIRST	0	0	0	0	0	0	350,000	350,000	0
CP2005	STORAGE BUILDING	0	0	0	0	0	13,204	0	0	0
CP2011	SEWER MAIN UPGRADES	0	0	0	0	0	0	150,000	150,000	0
CP2015	GIS IMPLEMENTATION	0	0	0	0	0	20,500	54,500	54,500	0
CP1913	OLIVE STREET (OAK TO TO West End)	0	0	0	0	0	0	210,000	210,000	0
CP2003	DEL RIO CIRCLE	0	0	0	0	0	0	225,000	225,000	0
CP2004	J ST - DAVITT TO FIRST	0	0	0	0	0	0	284,000	284,000	0
TOTAL EXPENDITURES		201,134	411,179	1,844,695	697,320	907,124	1,722,594	8,475,340	8,475,340	267,000
REVENUES OVER (UNDER) EXPENDITURES		1,803,913	1,606,962	175,859	1,306,326	2,263,290	1,550,578	(5,390,439)	(5,390,439)	3,817,901
FUND BALANCE - BEGINNING		0	1,803,913	3,410,875	3,586,734	4,893,060	7,156,350	8,706,928	8,706,928	3,316,489
FUND BALANCE - ENDING		1,803,913	3,410,875	3,586,734	4,893,060	7,156,350	8,706,928	3,316,489	3,316,489	7,134,390

SEWER CAPITAL REPLACEMENT FUND (621)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
<u>Preliminary List of Future Projects in need of Funding</u>										
S-2	River Crossing			1,800,000	1,800,000	1,800,000	3,000,000	6,000,000	6,000,000	6,000,000
S-K1	Assess - Lower Kimball Trunk			40,000	40,000	40,000	40,000	40,000	40,000	40,000
S-M1	Assess - Maple Trunk			30,000	30,000	30,000	30,000	30,000	30,000	30,000
S-O1	Assess - Lower Oak Trunk			75,000	75,000	75,000	75,000	75,000	75,000	75,000
SPS-P03	Access Hatch Replacements			150,000	150,000	150,000	150,000	150,000	150,000	150,000
SPS-P04	S. Willowood PS Replacement			25,500	25,500	25,500	25,500	25,500	25,500	25,500
SPS-P05	Mechanical Improvements			527,400	527,400	527,400	527,400	527,400	527,400	527,400
SPS-P06	Civil Site Improvements			18,000	18,000	18,000	18,000	18,000	18,000	18,000
WW-1	Security Improvements			37,500	37,500	37,500	37,500	37,500	37,500	37,500
WW-10	Sludge Drying Bed Liner - 3			169,000	169,000	169,000	169,000	169,000	169,000	169,000
WW-2	Sludge Drying Bed Liner - 1			169,000	169,000	169,000	169,000	169,000	169,000	169,000
WW-3	Secondary Clarifier 1 Mechanism			375,000	375,000	375,000	375,000	375,000	375,000	375,000
WW-4	Standby Power			500,000	500,000	500,000	500,000	500,000	500,000	500,000
WW-5	Addition of Dewatering Press			375,000	375,000	375,000	375,000	375,000	375,000	375,000
WW-6	Sludge Drying Bed Liner - 2			169,000	169,000	169,000	169,000	169,000	169,000	169,000
WW-7	Hydrants at Aeration Basins			112,500	112,500	112,500	112,500	112,500	112,500	112,500
WW-8	Aeration Basin Air Piping			137,500	137,500	137,500	137,500	137,500	137,500	137,500
WW-9	Emergency Storage Ponds			1,308,000	1,308,000	1,308,000	1,308,000	1,308,000	1,308,000	1,308,000
				<u>6,018,400</u>	<u>6,018,400</u>	<u>6,018,400</u>	<u>7,218,400</u>	<u>10,218,400</u>	<u>10,218,400</u>	<u>10,218,400</u>

SEWER SANITATION FUND (622)**SUMMARY OF REVENUES AND EXPENDITURES**

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
622-1910-351100	INVESTMENT EARNINGS	19,066	17,103	19,950	57,701	67,703	68,239	50,000	50,000	50,000
622-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(52,425)	77,350	79,709	52,425	52,425	52,425
622-4152-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	22,550	22,550	22,550
622-4152-378100	SEWER CONNECTION-INSTALL	41,878	64,344	53,768	68,850	50,225	5,175	50,000	71,000	50,000
622-4152-378200	SEWER MAINTENANCE & OPERA	5,256,944	6,106,726	6,400,054	6,836,878	6,886,295	6,922,536	6,998,000	6,998,000	6,998,000
622-4152-378300	MISCELLANEOUS REVENUE	0	0	0	4,000	0	0	0	0	0
	TRANSFERS IN	291,383	0	0	0	0	0	0	0	0
TOTAL REVENUES		5,609,271	6,188,173	6,473,772	6,915,004	7,081,573	7,075,659	7,172,975	7,193,975	7,172,975
EXPENDITURES - BY DIVISION										
	STORM DRAINS	29,380	26,496	21,671	21,271	35,668	47,469	49,000	49,000	49,000
	WW CONTROL PLANT	959,888	1,157,293	1,212,454	1,095,798	1,215,320	1,196,501	1,351,021	1,351,021	1,448,846
	SEWER LINE MAINTENANCE	952,838	1,061,139	970,188	1,208,293	1,286,782	1,273,825	1,341,401	1,341,401	1,374,980
	SEWER ADMINISTRATION	483,269	525,866	553,286	636,332	670,825	683,145	754,018	776,168	785,590
	CP1008 - DAVITT AVE - PHASE 1	0	0	0	0	0	0	0	0	0
DEBT SERVICE										
622-4158-451001	PRINCIPAL	0	161,605	169,514	170,588	173,652	173,652	182,030	180,560	0
622-4158-451002	INTEREST	65,500	32,138	19,847	15,828	14,603	6,124	7,475	3,247	0
622-4158-453001	PRINCIPAL (SRF LOAN)	0	171,008	262,361	361,579	533,347	545,393	558,253	558,253	571,947
622-4158-453002	INTEREST (SRF Loan)	302,717	331,375	322,903	303,204	296,193	282,608	280,335	280,335	266,379
INTERFUND TRANSFERS										
622-4158-499620	SRF RESERVE FUND	116,508	116,508	116,508	116,508	116,508	116,508	116,508	116,508	116,508
622-4158-499621	SEWER CAPITAL REPLACEMENT FUND	2,000,000	2,000,000	2,000,000	2,000,004	3,000,000	3,000,000	3,000,000	3,000,000	4,000,000
	CAPITALIZED EQUIPMENT	554,167	119,100	(25,975)	0	(11,384)	(28,097)	0	0	0
TOTAL EXPENDITURES		5,464,267	5,702,528	5,622,757	5,929,405	7,331,514	7,297,128	7,640,041	7,656,493	8,613,250
REVENUES OVER (UNDER) EXPENDITURES		145,004	485,645	851,015	985,599	(249,941)	(221,469)	(467,066)	(462,518)	(1,440,275)
FUND BALANCE - BEGINNING (UNRESTRICTED)		2,988,180	3,133,184	3,618,829	4,469,844	5,455,443	5,205,502	4,984,033	4,984,033	4,521,515
FUND BALANCE - ENDING (UNRESTRICTED)		3,133,184	3,618,829	4,469,844	5,455,443	5,205,502	4,984,033	4,516,967	4,521,515	3,081,240
FUND BALANCE		12,627,514	11,507,380	13,845,225	15,183,453	15,401,916	15,852,876			
INVESTMENT IN CAPITAL ASSETS		(9,494,330)	(7,888,551)	(9,374,231)	(9,728,010)	(10,196,414)	(10,868,843)			
FUND BALANCE (UNRESTRICTED)		3,133,184	3,618,829	4,470,994	5,455,443	5,205,502	4,984,033			

SEWER SANITATION FUND (622)

STORM DRAINS (4150)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
OPERATIONS & MAINTENANCE										
622-4150-420001	ELECTRIC	7,025	8,522	8,390	7,091	15,281	12,267	10,000	10,000	10,000
622-4150-424001	BUILDINGS	0	0	0	0	0	128	1,000	1,000	1,000
622-4150-425003	CONTRACT SERVICES	18,841	12,917	9,573	11,080	14,675	28,186	30,000	30,000	30,000
622-4150-427006	GENERAL SUPPLIES	679	2,222	485	100	1,372	2,033	5,000	5,000	5,000
622-4150-427009	WEED ABATEMENT	2,835	2,835	3,223	3,000	4,340	4,855	3,000	3,000	3,000
* OPERATIONS & MAINTENANCE		<u>29,380</u>	<u>26,496</u>	<u>21,671</u>	<u>21,271</u>	<u>35,668</u>	<u>47,469</u>	<u>49,000</u>	<u>49,000</u>	<u>49,000</u>
TOTAL		<u>29,380</u>	<u>26,496</u>	<u>21,671</u>	<u>21,271</u>	<u>35,668</u>	<u>47,469</u>	<u>49,000</u>	<u>49,000</u>	<u>49,000</u>

SEWER SANITATION FUND (622)							2020-21	2021-22		
WW CONTROL PLANT (4151)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	2020-21	Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SALARIES & BENEFITS										
622-4151-410000	SALARIES	184,201	257,687	299,904	245,903	271,620	319,866	320,548	320,548	333,525
622-4151-410007	OVERTIME SALARIES	79	129	115	5,381	3,070	3,855	3,000	3,000	3,000
622-4151-410005	SALARIES - PART-TIME	43,339	24,423	0	0	0	0	0	0	0
622-4151-414001	RETIREMENT	42,997	66,383	72,663	71,157	64,736	76,029	102,991	102,991	113,795
622-4151-414002	HEALTH INSURANCE	38,380	53,772	65,589	55,047	65,444	66,147	70,489	70,489	71,135
622-4151-414003	WORKERS COMPENSATION INS	36,387	42,584	42,660	38,227	39,005	38,526	41,412	41,412	40,898
622-4151-414004	SOCIAL SECURITY/MEDICARE	5,792	4,913	3,609	3,280	3,873	4,088	4,228	4,228	4,405
622-4151-414005	LONG TERM DISABILITY INS.	0	583	652	149	151	144	141	141	62
622-4151-414006	STATE UNEMPLOYMENT	3,200	3,240	2,710	2,693	2,648	2,482	2,256	2,256	2,075
622-4151-414008	LIFE INSURANCE	194	403	446	312	344	333	356	356	351
* SALARIES & BENEFITS		354,569	454,117	488,348	422,149	450,891	511,470	545,421	545,421	569,246
OPERATIONS & MAINTENANCE										
622-4151-416002	TRAINING	554	982	1,314	2,827	1,748	570	1,500	1,500	1,500
622-4151-416005	MEMBERSHIPS	694	1,619	2,757	259	877	526	1,000	1,000	1,000
622-4151-420001	ELECTRIC	287,571	287,450	282,051	260,128	265,739	238,142	290,000	290,000	290,000
622-4151-420003	TELEPHONE	0	0	115	0	0	0	500	500	500
622-4151-420004	CELL PHONES	1,749	3,556	4,505	3,598	3,468	4,142	4,000	4,000	4,000
622-4151-424001	BUILDINGS MAINT	2,314	469	5,163	3,865	2,650	3,703	4,500	4,500	4,500
622-4151-424002	EQUIPMENT MAINT	52,110	81,090	83,154	97,916	91,384	65,856	100,000	100,000	170,000
622-4151-424003	VEHICLES MAINTENANCE	3,289	6,669	5,236	2,863	1,351	1,283	3,500	3,500	3,500
622-4151-425003	CONTRACT SERVICES	155,039	196,252	249,099	208,020	287,960	269,203	231,500	231,500	231,500
622-4151-425009	TECHNOLOGY SUPPORT	1,926	4,325	0	3,660	9,167	0	10,000	10,000	10,000
622-4151-425016	UNIFORM/LAUNDRY SERVICE	3,230	3,007	3,391	3,927	5,432	10,453	7,500	7,500	7,500
622-4151-427001	OFFICE SUPPLIES	2,419	2,079	1,155	1,710	1,046	357	1,000	1,000	1,000
622-4151-427006	GENERAL SUPPLIES	32,720	55,447	72,359	61,761	78,202	68,540	124,500	124,500	124,500
622-4151-427009	WEED ABATEMENT	7,560	7,560	721	9,395	3,920	6,114	10,000	10,000	10,000
622-4151-427022	FUEL & OIL	3,931	4,905	7,616	5,720	3,483	8,075	8,000	8,000	8,000
622-4151-429000	POSTAGE	16	450	470	0	2	67	100	100	100
* OPERATIONS & MAINTENANCE		555,122	655,860	719,106	665,649	756,429	677,031	797,600	797,600	867,600
CAPITAL OUTLAY										
	IMPROVEMENTS TO LAND	0	8,949	0	0	0	0	0	0	0
	IMPROVEMENTS TO BUILDINGS	0	7,175	0	0	0	0	0	0	0
	MACHINERY AND EQUIPMENT	29,117	17,669	0	0	0	0	0	0	0
	COMPUTER AND RELATED EQUIP	21,080	8,523	0	0	0	0	0	0	0
* CAPITAL OUTLAY		50,197	42,316	0	0	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
622-4151-480006	INFORMATION TECH CHARGE	0	5,000	5,000	8,000	8,000	8,000	8,000	8,000	12,000
TOTAL		959,888	1,157,293	1,212,454	1,095,798	1,215,320	1,196,501	1,351,021	1,351,021	1,448,846

SEWER SANITATION FUND (622)								2020-21	2021-22	
SEWER LINE MAINTENANCE (4152)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	2020-21	Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
SALARIES & BENEFITS										
622-4152-410000	SALARIES	436,398	459,402	432,113	548,139	626,544	638,483	667,669	667,669	676,034
622-4152-410007	OVERTIME SALARIES	26,009	23,340	33,652	37,713	43,744	27,974	30,000	30,000	30,000
622-4152-414001	RETIREMENT	69,874	138,710	141,875	163,154	160,110	151,760	155,754	155,754	170,812
622-4152-414002	HEALTH INSURANCE	84,118	99,300	93,613	118,841	124,080	135,982	139,082	139,082	132,498
622-4152-414003	WORKERS COMPENSATION INS	54,276	63,830	56,051	82,760	77,664	77,451	79,510	79,510	73,090
622-4152-414004	SOCIAL SECURITY/MEDICARE	5,660	5,995	5,690	7,857	9,066	8,806	8,929	8,929	9,143
622-4152-414005	LONG TERM DISABILITY INS.	712	942	697	976	943	943	914	914	725
622-4152-414006	STATE UNEMPLOYMENT	3,234	3,537	3,022	4,280	5,231	4,310	4,426	4,426	4,062
622-4152-414008	LIFE INSURANCE	728	832	641	895	903	955	967	967	1,066
* SALARIES & BENEFITS		681,009	795,888	767,354	964,615	1,048,285	1,046,664	1,087,251	1,087,251	1,097,430
OPERATIONS & MAINTENANCE										
622-4152-416002	TRAINING	864	863	1,133	834	131	79	500	500	500
622-4152-416005	MEMBERSHIPS	0	420	121	165	50	24	450	450	450
622-4152-420001	ELECTRIC	37,473	39,962	41,422	49,233	38,994	34,773	40,000	40,000	40,000
622-4152-420003	TELEPHONE	635	465	139	663	755	3,832	4,500	4,500	7,000
622-4152-420004	CELL PHONES	4,572	6,398	7,865	7,222	7,320	8,886	8,000	8,000	8,000
622-4152-423000	LEASES	3,416	3,234	1,728	2,805	2,107	3,418	3,600	3,600	3,600
622-4152-424003	VEHICLES MAINTENANCE	23,863	27,523	19,657	42,895	31,238	33,706	35,000	35,000	35,000
622-4152-425003	CONTRACT SERVICES	83,158	101,707	51,164	50,880	43,186	36,390	51,000	51,000	51,000
622-4152-425012	SOFTWARE	0	0	0	449	0	0	0	0	0
622-4152-425016	LAUNDRY/UNIFORM SERVICE	2,005	2,340	3,235	2,355	3,531	8,496	5,000	5,000	7,000
622-4152-427001	OFFICE SUPPLIES	847	1,030	1,132	2,619	2,643	1,419	2,000	2,000	2,500
622-4152-427006	GENERAL SUPPLIES	26,631	38,581	34,117	28,528	45,269	27,569	40,000	40,000	50,000
622-4152-427022	FUEL & OIL	18,551	19,613	19,121	23,980	31,173	34,469	30,000	30,000	30,000
* OPERATIONS & MAINTENANCE		202,015	242,136	180,834	212,628	206,397	193,061	220,050	220,050	235,050
CAPITAL OUTLAY										
	BUILDING IMPROVEMENTS	8,457	0	0	0	0	0	0	0	0
	MACHINERY AND EQUIPMENT	22,708	0	0	0	0	0	0	0	0
	COMPUTER AND RELATED EQUIP	33,149	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		64,314	0	0	0	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
622-4152-480003	FACILITY MAINTENANCE CHARGE	5,500	7,000	7,000	8,050	9,100	11,100	11,100	11,100	12,500
622-4152-480006	INFORMATION TECH CHARGE	0	16,115	15,000	23,000	23,000	23,000	23,000	23,000	30,000
* INTER DEPARTMENTAL CHARGES		5,500	23,115	22,000	31,050	32,100	34,100	34,100	34,100	42,500
TOTAL		952,838	1,061,139	970,188	1,208,293	1,286,782	1,273,825	1,341,401	1,341,401	1,374,980

SEWER SANITATION FUND (622)								2020-21	2021-22	
SEWER ADMINISTRATION (4153)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	Adopted	2020-21	Draft
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Final	Projected	Preliminary
								Budget	Budget	Budget
SALARIES & BENEFITS										
622-4153-410000	SALARIES	150,559	174,957	188,641	192,282	211,335	236,487	248,654	248,654	256,365
622-4153-410005	SALARIES - PART-TIME	7,376	7,972	15	0	0	1,283	17,673	17,673	10,599
622-4153-410013	CONTRACT EMPL. SALARIES	0	0	0	0	13,956	4,607	0	0	0
622-4153-414001	RETIREMENT	33,832	60,994	55,752	56,796	59,826	61,896	90,731	90,731	99,924
622-4153-414002	HEALTH INSURANCE	25,189	32,300	31,106	35,177	36,339	41,026	44,453	44,453	42,172
622-4153-414003	WORKERS COMPENSATION INS	6,136	8,089	6,992	8,275	8,266	8,784	10,278	10,278	10,294
622-4153-414004	SOCIAL SECURITY/MEDICARE	2,056	2,420	2,389	3,354	2,778	3,181	3,546	3,546	4,211
622-4153-414005	LONG TERM DISABILITY INS.	663	855	788	895	740	769	784	784	367
622-4153-414006	STATE UNEMPLOYMENT	1,161	1,345	1,408	1,481	1,280	1,636	1,628	1,628	1,436
622-4153-414007	DEFERED COMPENSATION	4,020	4,220	4,278	4,287	4,496	4,663	4,821	4,821	4,860
622-4153-414008	LIFE INSURANCE	504	551	486	535	533	573	599	599	572
* SALARIES & BENEFITS		231,496	293,703	291,855	303,082	339,549	364,905	423,167	423,167	430,800
OPERATIONS & MAINTENANCE										
622-4153-415000	LIABILITY INSURANCE	66,874	56,847	61,774	65,480	71,231	72,340	75,561	97,711	98,000
622-4153-416002	TRAINING	140	1,155	118	726	344	0	2,000	2,000	2,000
622-4153-416005	MEMBERSHIPS	261	113	172	500	155	195	1,000	1,000	1,000
622-4153-420001	ELECTRIC	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000	13,000
622-4153-420003	TELEPHONE	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
622-4153-423000	LEASES	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
622-4153-425002	AUDIT	8,900	9,859	10,184	16,346	11,930	10,862	12,000	12,000	12,000
622-4153-425003	CONTRACT SERVICES	28,797	16,795	24,589	83,902	54,120	20,845	20,800	20,800	20,800
622-4153-425012	SOFTWARE	35,219	31,277	38,341	38,597	36,777	49,671	45,000	45,000	45,000
622-4153-425019	BANK/CC SERVICE CHARGES	14,957	17,429	20,110	23,267	45,234	52,869	55,000	55,000	55,000
622-4153-427001	OFFICE SUPPLIES	2,470	43	108	601	1,098	1,362	3,500	3,500	3,500
622-4153-427006	GENERAL SUPPLIES	3,443	1,849	2,599	3,227	2,549	3,065	2,500	2,500	2,500
622-4153-429000	POSTAGE	20,804	21,759	23,963	22,897	26,156	25,627	28,000	28,000	28,000
* OPERATIONS & MAINTENANCE		210,365	185,626	210,458	284,043	278,094	265,336	273,861	296,011	296,300
CAPITAL OUTLAY										
622-4153-441005	MACHINERY AND EQUIPMENT	0	419	4,274	1,153	3,388	651	4,500	4,500	4,500
622-4153-441006	COMPUTER AND RELATED EQUIP	1,152	389	1,094	364	1,104	1,563	1,800	1,800	1,800
* CAPITAL OUTLAY		1,152	808	5,368	1,517	4,492	2,214	6,300	6,300	6,300
INTER DEPARTMENTAL CHARGES										
622-4153-480003	FACILITY MAINTENANCE CHARGE	5,500	6,000	6,000	6,600	7,600	9,600	9,600	9,600	11,100
622-4153-480004	RISK MANAGEMENT CHARGE	16,049	16,049	16,049	16,049	16,049	16,049	16,049	16,049	16,049
622-4153-480005	EMPLOYEE LIABILITY CHARGE	5,015	5,015	5,015	5,015	5,015	5,015	5,015	5,015	5,015
622-4153-480006	INFORMATION TECH CHARGE	5,666	10,639	10,515	12,000	12,000	12,000	12,000	12,000	12,000
622-4153-480007	VEHICLE REPLACEMENT CHARGE	8,026	8,026	8,026	8,026	8,026	8,026	8,026	8,026	8,026
* INTER DEPARTMENTAL CHARGES		40,256	45,729	45,605	47,690	48,690	50,690	50,690	50,690	52,190
TOTAL		483,269	525,866	553,286	636,332	670,825	683,145	754,018	776,168	785,590

SEWER CAPITAL FACILITY FUND (623)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
623-1910-351100	INVESTMENT EARNINGS	1,394	3,293	3,661	9,372	12,038	14,829	6,500	6,500	6,500
623-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(8,007)	12,737	17,885	8,007	8,007	8,007
623-4159-371403	SEWER LINES	129,601	102,155	66,221	70,881	69,776	12,000	15,000	65,000	15,000
623-4159-371415	WASTEWATER TREATMENT	120,579	158,370	99,577	112,396	78,031	12,041	15,000	61,000	15,000
TOTAL REVENUES		251,574	263,818	169,459	184,642	172,582	56,755	44,507	140,507	44,507
EXPENDITURES										
623-4159-442001	CAPITAL OUTLAY									
CP1526	SEWER MASTER PLAN	77,888	28,403	0	0	0	0	0	0	0
CP1516	SEWER RIVER CROSSING	0	0	0	0	0	0	0	0	1,000,000
CP0711	PUH REIMBURSEMENT	12,490	54,125	62,452	47,880	0	0	0	0	0
CP1408	FCB HOMES REIMBURSEMENT	0	1,416	0	0	0	0	5,000	5,000	5,000
CP1714	STORAGE BUILDING	0	0	19,486	0	0	0	0	0	0
CP2109	VEHICLE/EQUIP SHADE STRUC	0	0	0	0	0	0	0	0	25,000
TOTAL EXPENDITURES		90,378	83,944	81,938	47,880	0	0	5,000	5,000	1,030,000
REVENUES OVER (UNDER) EXPENDITURES		161,196	179,874	87,521	136,762	172,582	56,755	39,507	135,507	(985,493)
FUND BALANCE - BEGINNING		232,134	393,330	573,204	660,725	797,487	970,069	1,026,824	1,026,824	1,162,331
FUND BALANCE - ENDING		393,330	573,204	660,725	797,487	970,069	1,026,824	1,066,331	1,162,331	176,838

DOWNTOWN PARKING FUND (631)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
631-1910-351100	INVESTMENT EARNINGS	45	118	152	470	650	818	350	350	350
631-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(427)	669	1,034	427	427	427
631-4180-328100	PARKING ASSESSMENTS	9,455	9,305	8,783	9,833	9,310	8,945	8,930	8,930	8,930
631-4180-340200	PARKING FINES	11,529	15,473	12,203	9,908	6,554	9,797	9,800	3,100	9,800
TOTAL REVENUES		<u>21,029</u>	<u>24,896</u>	<u>21,138</u>	<u>19,784</u>	<u>17,183</u>	<u>20,594</u>	<u>19,507</u>	<u>12,807</u>	<u>19,507</u>
OPERATIONS & MAINTENANCE										
631-4180-420001	ELECTRIC	9,231	9,492	10,211	10,157	10,727	10,303	10,000	10,000	10,000
631-4180-425003	CONTRACT SERVICES	0	0	0	0	0	3,549	60,000	15,000	50,000
631-4180-427006	GENERAL SUPPLIES	190	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>9,421</u>	<u>9,492</u>	<u>10,211</u>	<u>10,157</u>	<u>10,727</u>	<u>13,852</u>	<u>70,000</u>	<u>25,000</u>	<u>60,000</u>
INTERFUND TRANSFERS TRANSFERS & OTHER										
631-4180-499110	TRANSFERS OUT	7,000	7,000	0	0	0	0	0	0	0
** INTERFUND TRANSFERS		<u>7,000</u>	<u>7,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>16,421</u>	<u>16,492</u>	<u>10,211</u>	<u>10,157</u>	<u>10,727</u>	<u>13,852</u>	<u>70,000</u>	<u>25,000</u>	<u>60,000</u>
REVENUES OVER (UNDER) EXPENDITURES		4,608	8,404	10,927	9,627	6,456	6,742	(50,493)	(12,193)	(40,493)
FUND BALANCE - BEGINNING		<u>10,679</u>	<u>15,287</u>	<u>23,691</u>	<u>34,618</u>	<u>44,245</u>	<u>50,701</u>	<u>57,443</u>	<u>57,443</u>	<u>45,250</u>
FUND BALANCE - ENDING		<u>15,287</u>	<u>23,691</u>	<u>34,618</u>	<u>44,245</u>	<u>50,701</u>	<u>57,443</u>	<u>6,950</u>	<u>45,250</u>	<u>4,757</u>
FUND BALANCE		560,755	508,376	489,011	475,794	459,506	466,248			
INVESTMENT IN CAPITAL ASSETS		(545,469)	(484,685)	(454,393)	(431,549)	(408,805)	(408,805)			
FUND BALANCE - UNRESTRICTED		<u>15,286</u>	<u>23,691</u>	<u>34,618</u>	<u>44,245</u>	<u>50,701</u>	<u>57,443</u>			

WATER CAPITAL REPLACEMENT FUND (644)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
644-1910-351100	INVESTMENT EARNINGS	2,963	12,067	13,458	24,636	26,237	33,199	20,000	20,000	20,000
644-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(17,051)	27,611	44,323	17,051	17,051	17,051
644-4160-399645	TRANSFER FROM WATER FUND	1,840,920	1,600,000	600,000	1,000,000	1,500,000	1,500,000	2,000,000	2,000,000	3,000,000
TOTAL REVENUES		1,843,883	1,612,067	613,458	1,007,585	1,553,848	1,577,522	2,037,051	2,037,051	3,037,051
EXPENDITURES										
644-4160-441005	MACHINERY AND EQUIPMENT	0	0	884	0	1,747	0	98,400	98,400	15,000
644-4160-441006	COMPUTER AND RELATED EQUIP	0	967	539	1,745	1,506	4,402	22,000	22,000	22,000
644-4160-441009	VEHICLES	0	0	0	44,447	0	40,425	45,000	45,000	0
644-4169-442001	CAPITAL PROJECTS	468,905	500,155	488,266	0	0	0	0	0	0
CP1525	BUILDING IMPROVEMENTS	0	0	0	0	4,656	0	0	0	0
CP1537	METER REPLACEMENT PROGRAM	181,823	0	0	464,890	341,889	0	300,000	300,000	0
CP1106	FIRST AVE F TO G ST	0	0	0	0	0	0	125,000	125,000	0
CP1605	2ND AVE WATER MAIN - C - E ST	0	15,982	62,268	0	0	0	0	0	0
CP1713	C STREET 6TH TO YOSEMITE	0	9,640	576,311	15,954	0	0	0	0	0
CP1729	C STREET - YOSEMITE TO FIRST	0	0	22,680	339,023	0	0	0	0	0
CP1731	DOWNTOWN MAIN REHAB	0	0	0	0	104,945	0	150,000	150,000	0
CP1806	WELL 3 UPGRADES	0	0	5,047	209,013	0	0	0	0	0
CP1811	WELL 5 BOOSTER PUMPS	0	0	0	3,713	29,692	106,478	0	0	0
CP1812	WELL 4 REHAB	0	0	0	0	0	34,409	400,000	400,000	0
CP1813	CORP YARD REHAB	0	0	0	0	97,413	166,140	0	0	0
CP1814	H STREET (ASH TO OAK)	0	0	0	0	50,877	240,717	0	0	0
CP1816	MAGNOLIA - OAK TO MAXWELL	0	0	0	232,757	237,820	0	0	0	0
CP1905	5TH AVE - G TO J	0	0	0	0	0	299,011	0	0	0
CP1909	MAAG & G INTERSECTION	0	0	0	0	0	16,153	0	0	0
CP1911	POPLAR - LAUREL TO FIRST	0	0	0	0	0	0	640,000	640,000	0
CP1914	WELL 9 IMPROVEMENTS	0	0	0	0	0	161,542	0	0	0
CP2005	STORAGE BUILDING	0	0	0	0	0	13,204	0	0	0
CP2006	WELL 7 GENERATOR REPLACEMENT	0	0	0	0	0	0	100,000	100,000	0
CP2015	GIS IMPLEMENTATION	0	0	0	0	0	20,500	54,500	54,500	0
CP1913	OLIVE STREET (OAK TO TO West End)	0	0	0	0	0	0	258,000	258,000	0
CP2003	DEL RIO CIRCLE	0	0	0	0	0	0	200,000	200,000	0
CP2004	J ST - DAVITT TO FIRST	0	0	0	0	0	0	272,000	272,000	0
CP2023	GREGER & DOG PARK BASIN IRRIGATION	0	0	0	0	0	0	700,000	700,000	0
CP2110	WELL 7 REHAB	0	0	0	0	0	0	0	0	200,000
TOTAL EXPENDITURES		650,728	526,744	1,155,995	1,311,542	870,545	1,102,981	3,364,900	3,364,900	237,000
REVENUES OVER (UNDER) EXPENDITURES		1,193,155	1,085,323	(542,537)	(303,957)	683,303	474,541	(1,327,849)	(1,327,849)	2,800,051
FUND BALANCE - BEGINNING		0	1,193,155	2,278,478	1,735,941	1,431,984	2,115,287	2,589,828	2,589,828	1,261,979
FUND BALANCE - ENDING		1,193,155	2,278,478	1,735,941	1,431,984	2,115,287	2,589,828	1,261,979	1,261,979	4,062,030

WATER FUND (645)**SUMMARY OF REVENUES AND EXPENDITURES**

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
645-1910-351100	INVESTMENT EARNINGS	6,088	4,398	2,854	10,939	25,390	46,278	7,500	7,500	7,500
645-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(11,530)	21,379	67,599	11,539	11,539	11,539
645-4160-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	19,725	19,725	19,725
645-4160-377100	WATER RECEIPTS	3,167,110	3,025,787	3,353,845	4,217,201	4,851,486	5,553,320	5,900,000	5,900,000	5,900,000
645-4160-377200	WATER INSTALLATIONS	40,607	64,354	46,832	64,882	6,700	3,787	5,000	5,000	5,000
645-4160-377300	WATER SERVICE CHARGES	29,055	27,348	26,659	35,898	67,484	40,457	45,000	45,000	45,000
TOTAL REVENUES		3,242,860	3,121,887	3,430,190	4,317,390	4,972,439	5,711,441	5,988,764	5,988,764	5,988,764
EXPENDITURES - BY DIVISION										
	WATER LINE MAINTENANCE	1,710,945	1,742,657	1,892,504	1,922,385	1,965,057	1,891,718	2,179,622	2,179,622	2,404,871
	WATER ADMINISTRATION	468,495	521,186	564,754	623,396	659,711	676,748	681,466	703,616	726,474
CP0617 -	CORP YARD PAVING	0	0	0	0	0	0	0	0	0
CP0828 -	WATER TANK BURCHELL	0	0	0	0	0	0	0	0	0
CP1008 -	DAVITT AVE	0	0	0	0	0	0	0	0	0
CP1404 -	WELL 4 UPGRADES (moved to fund 624)	0	0	0	0	0	0	0	0	0
CP1617 -	WATER CONSERVATION PROGRAM	0	17,308	42,396	5,180	1,388	14,556	23,000	23,000	50,000
	CAPITALIZED EQUIPMENT	(39,113)	(49,087)	33,972	31,410	(29,257)	(42,333)	0	0	0
INTERFUND TRANSFER OUT										
645-4160-499646	CAPITAL REPLACEMENT FUND	1,840,920	1,600,000	600,000	1,000,000	1,500,000	1,500,000	2,000,000	2,000,000	3,000,000
TOTAL EXPENDITURES		3,981,247	3,832,064	3,133,626	3,582,371	4,096,899	4,040,689	4,884,088	4,906,238	6,181,345
REVENUES OVER (UNDER) EXPENDITURES		(738,387)	(710,177)	296,564	735,019	875,540	1,670,752	1,104,676	1,082,526	(192,581)
FUND BALANCE - BEGINNING (UNRESTRICTED)		1,835,761	1,097,374	387,197	683,761	1,418,780	2,294,320	3,965,072	3,965,072	5,047,598
FUND BALANCE - ENDING (UNRESTRICTED)		1,097,374	387,197	683,761	1,418,780	2,294,320	3,965,072	5,069,748	5,047,598	4,855,017
FUND BALANCE		10,552,091	9,092,958	11,052,216	12,926,921	14,329,344	15,957,761			
INVESTMENT IN CAPITAL ASSETS		(9,454,717)	(8,802,661)	(10,368,455)	(11,508,142)	(12,035,024)	#####			
FUND BALANCE - UNRESTRICTED		1,097,374	290,297	683,761	1,418,779	2,294,320	3,965,072			

WATER FUND (645)

WATER LINE MAINTENANCE (4160)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
SALARIES & BENEFITS										
645-4160-410000	SALARIES	507,162	543,777	552,275	542,334	615,518	595,958	661,335	661,335	661,339
645-4160-410007	OVERTIME SALARIES	33,864	33,438	48,481	40,123	45,765	30,091	50,000	50,000	50,000
645-4160-414001	RETIREMENT	90,994	178,205	188,635	178,322	177,324	186,077	283,254	283,254	313,633
645-4160-414002	HEALTH INSURANCE	97,166	101,245	103,704	102,510	118,708	108,350	126,168	126,168	124,407
645-4160-414003	WORKERS COMPENSATION INS	62,838	77,161	69,545	76,430	77,006	63,891	68,418	68,418	62,929
645-4160-414004	SOCIAL SECURITY/MEDICARE	5,637	6,493	6,577	7,219	8,680	7,925	8,610	8,610	8,687
645-4160-414005	LONG TERM DISABILITY INS.	712	941	697	972	942	925	914	914	429
645-4160-414006	STATE UNEMPLOYMENT	3,682	3,640	3,451	4,170	3,709	3,425	4,015	4,015	3,669
645-4160-414008	LIFE INSURANCE	784	860	722	822	866	830	908	908	878
* SALARIES & BENEFITS		802,839	945,760	974,087	952,902	1,048,518	997,472	1,203,622	1,203,622	1,225,971
OPERATIONS & MAINTENANCE										
645-4160-416002	TRAINING	4,131	5,026	9,590	5,174	757	5,545	7,500	7,500	1,500
645-4160-416005	MEMBERSHIPS	2,071	1,591	1,995	5,442	50	2,367	2,500	2,500	2,500
645-4160-420001	ELECTRIC	421,714	454,960	431,061	435,518	402,562	464,280	470,000	470,000	470,000
645-4160-420003	TELEPHONE	863	871	2,355	1,571	1,737	4,741	1,700	1,700	10,000
645-4160-420004	CELL PHONES	6,987	7,540	8,315	8,105	7,197	8,673	8,000	8,000	8,000
645-4160-423000	LEASES	3,416	3,234	1,728	2,663	2,107	3,417	3,700	3,700	3,700
645-4160-424001	BUILDING MAINTENANCE	0	0	3,388	2,701	3,866	0	4,000	4,000	1,000
645-4160-424002	EQUIPMENT MAINTENANCE	8,932	0	0	274	40,108	67,217	100,000	100,000	100,000
645-4160-424003	VEHICLES MAINTENANCE	14,565	17,326	10,142	16,978	23,555	24,916	25,000	25,000	15,000
645-4160-424006	FIRE HYDRANTS	11,261	3,699	20	727	3,338	4,701	25,000	25,000	50,000
645-4160-425003	CONTRACT SERVICES	252,361	163,861	188,498	207,289	187,466	125,655	150,000	150,000	327,500
645-4160-425009	TECHNOLOGY SUPPORT	12,354	0	0	1,996	0	0	0	0	0
645-4160-425012	SOFTWARE	0	0	0	3,183	6,113	5,116	8,500	8,500	8,500
645-4160-425016	UNIFORM/LAUNDRY SERVICE	2,017	2,251	2,174	2,521	5,738	8,312	8,400	8,400	8,100
645-4160-427001	OFFICE SUPPLIES	891	1,497	2,308	1,504	3,091	2,185	1,500	1,500	2,500
645-4160-427006	GENERAL SUPPLIES	76,398	92,595	210,033	221,487	167,393	104,967	100,000	100,000	100,000
645-4160-427022	FUEL & OIL	22,198	17,044	22,551	21,300	29,346	27,910	28,000	28,000	28,000
645-4160-429000	POSTAGE	627	365	2,259	0	15	144	100	100	100
* OPERATIONS & MAINTENANCE		840,786	771,860	896,417	938,433	884,439	860,146	943,900	943,900	1,136,400
CAPITAL OUTLAY										
	MACHINERY AND EQUIPMENT	17,703	528	0	0	0	0	0	0	0
	COMPUTER AND RELATED EQUIP	34,091	2,876	0	0	0	0	0	0	0
	OFFICE FURNITURE	26	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		51,820	3,404	0	0	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
645-4160-480003	FACILITY MAINTENANCE CHARGE	5,500	7,000	7,000	8,050	9,100	11,100	9,100	9,100	12,500
645-4160-480006	INFORMATION TECH CHARGE	10,000	14,633	15,000	23,000	23,000	23,000	23,000	23,000	30,000
* INTER DEPARTMENTAL CHARGES		15,500	21,633	22,000	31,050	32,100	34,100	32,100	32,100	42,500
TOTAL		1,710,945	1,742,657	1,892,504	1,922,385	1,965,057	1,891,718	2,179,622	2,179,622	2,404,871

WATER FUND (645)

WATER ADMINISTRATION (4161)		2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
Account #	Account/Description	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
SALARIES & BENEFITS										
645-4161-41000	SALARIES	147,012	175,841	189,624	192,280	210,128	236,784	213,751	213,751	229,618
645-4161-41005	SALARIES - PART-TIME	7,376	7,972	15	0	0	1,283	17,673	17,673	15,303
645-4161-410013	CONTRACT EMPL. SALARIES	0	0	0	0	13,956	4,607	0	0	0
645-4161-414001	RETIREMENT	30,830	62,784	55,750	56,792	59,629	61,889	67,955	67,955	74,579
645-4161-414002	HEALTH INSURANCE	25,189	32,298	31,105	35,174	35,430	41,018	36,328	36,328	36,695
645-4161-414003	WORKERS COMPENSATION INS	6,135	8,088	6,991	8,274	8,137	8,781	8,985	8,985	9,278
645-4161-414004	SOCIAL SECURITY/MEDICARE	2,055	2,419	2,388	3,353	2,732	3,178	3,102	3,102	3,860
645-4161-414005	LONG TERM DISABILITY INS.	663	855	788	894	738	768	785	785	366
645-4161-414006	STATE UNEMPLOYMENT	1,161	1,345	1,408	1,481	1,280	1,632	1,345	1,345	1,250
645-4161-414007	DEFERED COMPENSATION	4,020	4,220	4,277	4,286	4,495	4,662	4,821	4,821	4,880
645-4161-414008	LIFE INSURANCE	504	551	486	534	527	569	558	558	543
* SALARIES & BENEFITS		224,945	296,373	292,832	303,068	337,052	365,171	355,303	355,303	376,372
OPERATIONS & MAINTENANCE										
645-4161-415000	LIABILITY INSURANCE	56,636	53,627	61,774	65,480	71,231	72,340	75,561	97,711	98,000
645-4161-416002	TRAINING	140	1,155	118	673	345	0	2,000	2,000	2,000
645-4161-416005	MEMBERSHIPS	259	112	135	430	155	195	1,000	1,000	1,000
645-4161-420001	ELECTRIC	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
645-4161-420003	TELEPHONE	3,000	3,000	3,001	3,000	3,000	3,000	3,000	3,000	3,000
645-4161-424002	LEASES	12,002	12,000	12,000	12,000	12,000	12,000	12,000	12,000	12,000
645-4161-425002	AUDIT	8,900	10,576	10,542	13,299	9,850	9,254	9,850	9,850	9,850
645-4161-425003	CONTRACT SERVICES	26,594	13,343	38,900	82,357	52,389	20,845	20,800	20,800	20,800
645-4161-425012	SOFTWARE	35,219	31,277	38,341	35,414	36,786	49,628	45,000	45,000	45,000
645-4161-425019	BANK/CC SERVICE CHARGES	14,957	17,429	20,110	23,267	45,234	52,869	55,000	55,000	55,000
645-4161-427001	OFFICE SUPPLIES	2,870	5,968	59	601	1,090	1,361	6,250	6,250	6,250
645-4161-427006	GENERAL SUPPLIES	12,303	0	2,736	3,362	2,635	3,031	1,500	1,500	1,500
645-4161-429000	POSTAGE	20,741	21,218	23,949	22,679	26,050	25,438	28,000	28,000	28,000
* OPERATIONS & MAINTENANCE		205,621	181,705	223,665	274,562	272,765	261,961	271,961	294,111	294,400
CAPITAL OUTLAY										
645-4161-441005	MACHINERY AND EQUIPMENT	1,014	419	4,275	1,000	3,388	651	5,000	5,000	5,000
645-4161-441006	COMPUTER AND RELATED EQUIP	1,501	389	1,094	364	1,104	1,563	1,800	1,800	1,800
* CAPITAL OUTLAY		2,515	808	5,369	1,364	4,492	2,214	6,800	6,800	6,800
INTER DEPARTMENTAL CHARGES										
645-4161-480003	FACILITY MAINTENANCE CHARGE	5,500	6,000	6,000	6,600	7,600	9,600	9,600	9,600	11,100
645-4161-480004	RISK MANAGEMENT CHARGE	11,478	11,478	11,478	11,478	11,478	11,478	11,478	11,478	11,478
645-4161-480005	EMPLOYEE LIABILITY CHARGE	3,586	3,586	3,586	3,586	3,586	3,586	3,586	3,586	3,586
645-4161-480006	INFORMATION TECH CHARGE	9,112	10,498	11,086	12,000	12,000	12,000	12,000	12,000	12,000
645-4161-480007	VEHICLE REPLACEMENT CHARGE	5,738	10,738	10,738	10,738	10,738	10,738	10,738	10,738	10,738
* INTER DEPARTMENTAL CHARGES		35,414	42,300	42,888	44,402	45,402	47,402	47,402	47,402	48,902
TOTAL		468,495	521,186	564,754	623,396	659,711	676,748	681,466	703,616	726,474

WATER CAPITAL FACILITY FUND (646)

Account #	Account/Description	2012/13	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES											
646-1910-351100	INVESTMENT EARNINGS	4,777	15,548	10,944	35,347	30,884	42,754	46,413	25,000	25,000	25,000
646-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	0	(18,420)	29,987	48,290	18,420	18,420	18,420
646-4169-371409	WATER WELLS	4,222	100,208	0	60,463	0	0	0	0	0	0
646-4169-371402	WATER LINES	180,840	189,846	216,437	222,821	510,276	349,029	152,774	265,000	467,000	265,000
646-1910-390100	REPAYMENT OF CITY OF ADVANC	0				0	0	0	0	0	0
TOTAL REVENUES		189,839	305,602	227,381	318,631	522,740	421,770	247,477	308,420	510,420	308,420
EXPENDITURES											
646-4169-442001	CAPITAL OUTLAY										
CP0711	PUH REIMBURSEMENT	42,220	109,773	25,332	126,660	97,107	0	0	0	0	0
CP0712	ANDERSON HOMES REIMB	0	999	2,970	2,673	0	0	0	5,000	5,000	5,000
CP0825	WATER TANK	45,416	510	1,138	0	0	0	0	0	0	0
CP0828	WATER TANK BURCHELL	0	849	211,959	0	0	0	0	0	0	0
CP1407	WELL 10 DESIGN	0	53,852	17,786	0	0	0	0	0	0	0
CP1408	FCB HOMES REIMBURSEMENT	0	1,333	0	0	0	0	0	0	0	0
CP1531	TEST WELL	0	0	31,000	0	0	0	0	0	0	0
CP1532	WATER MASTER PLAN	0	35,333	65,960	0	0	0	0	0	0	0
CP1533	WELL 10 CONSTRUCTION	0	471,007	0	806,454	251,314	0	0	0	0	0
CP1912	GROUND WATER SUSTAINABILIT	0	0	0	0	0	0	0	58,000	58,000	0
CP2018	WATER MASTER PLAN UPDATE	0	0	0	0	0	0	0	80,000	80,000	0
CP2022	URBAN WATER MASTER PLAN	0	0	0	0	0	0	0	45,000	45,000	0
CP2109	VEHICLE/EQUIP SHADE STRUCTU	0	0	0	0	0	0	0	0	0	25,000
TOTAL EXPENDITURES		87,636	673,656	356,145	935,787	348,421	0	0	188,000	188,000	30,000
REVENUES OVER (UNDER) EXPENDITURES		102,203	(368,054)	(128,764)	(617,156)	174,319	421,770	247,477	120,420	322,420	278,420
FUND BALANCE - BEGINNING		4,245,486	3,439,082	3,071,028	2,942,264	2,325,108	2,499,427	2,921,197	3,168,674	3,168,674	3,491,094
FUND BALANCE - ENDING		4,347,689	3,071,028	2,942,264	2,325,108	2,499,427	2,921,197	3,168,674	3,289,094	3,491,094	3,769,514
Fund Balance		4,347,689	3,071,028	2,942,264	2,325,108	2,499,427	2,921,197	3,168,674			
Less Reserved for Loan to Redevelopment Agency		(748,545)	(748,545)	(748,545)	(689,141)	(599,877)	(527,161)	(450,760)			
Unreserved Balance		3,599,144	2,322,483	2,193,719	1,635,967	1,899,550	2,394,036	2,717,914			

AVIATION FUND (657)

SUMMARY OF REVENUES AND EXPENDITURES

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
657-1910-351100	INVESTMENT EARNINGS	910	1,314	993	1,506	1,161	474	1,300	1,300	1,300
657-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,558)	1,797	1,169	1,558	1,558	1,558
657-4170-310500	AIRCRAFT TAX	4,603	5,717	4,140	4,390	4,390	5,263	5,000	5,000	5,000
657-4170-350204	RENTS	129,346	131,645	137,724	135,165	131,091	134,438	140,000	168,000	170,000
657-4170-361100	FEDERAL GRANT - COVID 19	0	0	0	0	0	0	33	33	33
657-4170-362000	STATE AID FOR AVIATION	0	10,000	10,000	10,000	10,000	20,000	10,000	10,000	10,000
657-4170-385100	FUEL SALES	161,626	179,821	149,697	175,459	171,257	315,717	312,000	300,000	300,000
	FEDERAL GRANT	38,551	0	0	0	0	0	30,000	30,000	30,000
657-4170-374120	MISCELLANEOUS	3,600	0	0	380	100	220	0	0	0
TOTAL REVENUES		338,636	328,497	302,554	325,342	319,796	477,281	499,891	515,891	517,891
EXPENDITURES - BY DIVISION		241,497	280,834	277,095	281,268	284,629	444,096	424,776	424,776	426,648
CAPITAL PROJECTS										
CP1003	AIRPORT LAYOUT PLAN UPDATE	0	0	0	0	0	0	0	0	0
CP1004	AIRPORT FENCE, GATES, TAXIWAY	0	0	0	0	0	0	0	0	0
CP1302	AIRPORT FENCE/TAXIWAY CONSTR	0	0	0	0	0	0	0	0	0
	CAPITALIZED EQUIPMENT	0	0	(3,868)	0	(1,542)	(3,470)	0	0	0
INTERFUND TRANSFERS - OUT										
657-4170-499658	CAPITAL IMPROVEMENT FUND	5,100	91,000	67,625	5,000	90,000	45,000	45,000	45,000	45,000
657-4170-499659	CAPITAL REPLACEMENT FUND	0	0	31,124	30,000	35,000	15,000	15,000	15,000	15,000
TOTAL EXPENDITURES		246,597	371,834	371,976	316,268	408,087	500,626	484,776	484,776	486,648
REVENUES OVER (UNDER) EXPENDITURES		92,039	(43,337)	(69,422)	9,074	(88,291)	(23,345)	15,115	31,115	31,243
FUND BALANCE - BEGINNING (UNRESTRICTED)		153,241	245,280	201,943	132,521	141,595	53,304	29,959	29,959	61,074
FUND BALANCE - ENDING (UNRESTRICTED)		245,280	201,943	132,521	141,595	53,304	29,959	45,074	61,074	92,317
FUND BALANCE		3,192,771	3,214,026	3,470,119	3,598,829	4,808,838	4,782,023			
INVESTMENT IN CAPITAL ASSETS		(2,947,491)	(3,012,083)	(3,337,598)	(3,457,234)	(4,755,533)	(4,752,064)			
FUND BALANCE - UNRESTRICTED		245,280	201,943	132,521	141,595	53,305	29,959			

AVIATION FUND (657)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
SALARIES & BENEFITS										
657-4170-410000	SALARIES	6,942	7,017	7,248	12,929	15,656	16,995	16,188	16,188	16,998
657-4170-410007	OVERTIME	470	176	326	526	838	550	500	500	500
657-4170-414001	RETIREMENT	1,563	3,352	3,491	6,407	7,499	7,717	10,564	10,564	11,120
657-4170-414002	HEALTH INSURANCE	1,308	1,482	1,592	2,727	3,309	2,568	2,351	2,351	2,352
657-4170-414003	WORKERS COMPENSATION INS	282	340	316	578	672	622	606	606	637
657-4170-414004	SOCIAL SECURITY/MEDICARE	93	88	89	163	200	214	209	209	220
657-4170-414006	STATE UNEMPLOYMENT	43	43	43	87	87	87	87	87	79
657-4170-414008	LIFE INSURANCE	6	6	6	11	12	12	12	12	12
* SALARIES & BENEFITS		10,707	12,504	13,111	23,428	28,273	28,765	30,517	30,517	31,918
OPERATIONS & MAINTENANCE										
657-4170-415000	LIABILITY INSURANCE	8,699	7,877	7,827	8,672	5,432	9,215	10,969	10,969	11,000
657-4170-416002	CONFERENCES	285	95	402	832	1,644	479	1,000	1,000	1,000
657-4170-416005	MEMBERSHIPS	0	0	75	185	0	75	200	200	200
657-4170-420001	ELECTRIC	17,323	18,802	19,018	17,519	11,382	9,862	16,400	16,400	16,400
657-4170-420002	GAS	0	0	517	0	0	0	500	500	500
657-4170-420003	TELEPHONE	206	244	217	436	249	128	400	400	400
657-4170-424001	BUILDINGS	11,050	2,291	4,277	855	6,973	13,545	6,000	6,000	6,000
657-4170-424002	EQUIPMENT MAINT	0	296	(500)	4,358	129	1,069	7,000	7,000	7,000
657-4170-425002	AUDIT	3,000	3,741	2,449	4,584	2,979	2,750	3,000	3,000	3,000
657-4170-425003	CONTRACT SERVICES	19,172	31,776	27,280	26,832	38,834	65,944	30,000	30,000	30,000
657-4170-425009	TECHNOLOGY SUPPORT	1,524	575	0	0	0	0	0	0	0
657-4170-425011	ADVERTISING	133	2,094	463	109	0	0	600	600	600
657-4170-425015	LANDSCAPING	0	0	0	0	0	0	1,000	1,000	1,000
657-4170-425019	BANK/CC SERVICE CHARGES	5,524	7,121	5,305	5,526	5,310	6,856	6,000	6,000	6,000
657-4170-427001	OFFICE SUPPLIES	0	(59)	0	96	0	0	300	300	300
657-4170-427006	GENERAL SUPPLIES	10,260	31,100	25,104	10,507	6,669	2,058	12,000	12,000	12,000
657-4170-427009	WEED ABATEMENT	3,780	3,780	4,069	4,417	1,637	5,992	5,000	5,000	5,000
657-4170-427029	AIRPORT APPRECIATION	1,339	537	302	0	0	0	2,500	2,500	2,500
657-4170-427030	GASOLINE FOR RESALE	134,340	155,542	157,245	143,870	169,870	289,196	286,000	286,000	286,000
657-4170-429000	POSTAGE	263	541	481	438	358	332	500	500	500
* OPERATIONS & MAINTENANCE		216,898	266,353	254,531	229,236	251,466	407,501	389,369	389,369	389,400
CAPITAL OUTLAY										
657-4170-441005	MACHINERY & EQUIPMENT	13,505	1,590	9,066	27,374	0	0	0	0	0
* CAPITAL OUTLAY		13,505	1,590	9,066	27,374	0	0	0	0	0
INTER DEPARTMENTAL CHARGES										
657-4170-480003	FACILITY MAINTENANCE CHARG	0	0	0	0	3,360	6,300	3,360	3,360	3,500
657-4170-480004	RISK MANAGEMENT CHARGE	182	182	182	182	182	182	182	182	182
657-4170-480005	EMPLOYEE LIABILITY CHARGE	57	57	57	57	57	57	57	57	57
657-4170-480006	INFORMATION TECH CHARGE	57	57	57	900	1,200	1,200	1,200	1,200	1,500
657-4170-480007	VEHICLE REPLACEMENT CHARG	91	91	91	91	91	91	91	91	91
* INTER DEPARTMENTAL CHARGES		387	387	387	1,230	4,890	7,830	4,890	4,890	5,330
TOTAL		241,497	280,834	277,095	281,268	284,629	444,096	424,776	424,776	426,648

AIRPORT CAPITAL IMPROVEMENT FUND (658)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
658-1910-351100	INVESTMENT EARNINGS	0	319	221	188	34	0	0	0	0
658-4170-361200	FEDERAL GRANT	36,648	136,617	284,899	182,704	1,132,876	244,729	604,540	604,540	0
658-4170-362410	STATE GRANT	0	0	0	2,565	43,462	0	0	0	0
658-4170-399627	TRANSFER FROM AVIATION FUND	5,100	91,000	67,625	5,000	90,000	45,000	45,000	45,000	45,000
TOTAL REVENUES		41,748	227,936	352,745	190,457	1,266,372	289,729	649,540	649,540	45,000
EXPENDITURES										
658-4170-442001	CAPITAL PROJECTS									
CP1501	AIRPORT FENCING	24,110	6,983	(2,120)	10,181	0	0	0	0	0
CP1502	AIRPORT EROSION CONTROL	36,312	742	0	0	0	0	0	0	0
CP1539	AIRPORT EROSION CONTROL-CONSTR	0	121,481	74,348	0	0	0	0	0	0
CP1618	WILDLIFE HAZZARD ASSESSMENT	0	7,342	71,832	15,272	317	0	0	0	0
CP1619	PAVEMENT REHAB - DESIGN	0	42	120,834	72,236	20,496	0	0	0	0
CP1715	PERIMETER FENCING - CONST #1	0	0	128,561	61,100	0	0	0	0	0
CP1716	PAVEMENT REHAB - CONSTRUCTION	0	0	0	3,525	956,978	370,006	116,115	116,115	0
CP1808	PERIMETER FENCING - CONST #2	0	0	0	0	366,959	0	41,820	41,820	0
CP1901	AIRPORT LAYOUT PLAN UPDATE	0	0	0	0	2,100	2,415	305,567	305,567	0
TOTAL EXPENDITURES		60,422	136,590	393,455	162,314	1,346,850	372,421	463,502	463,502	0
REVENUES OVER (UNDER) EXPENDITURES		(18,674)	91,346	(40,710)	28,143	(80,478)	(82,692)	186,038	186,038	45,000
FUND BALANCE - BEGINNING		0	(18,674)	72,672	31,962	60,105	(20,373)	(103,065)	(103,065)	82,973
FUND BALANCE - ENDING		(18,674)	72,672	31,962	60,105	(20,373)	(103,065)	82,973	82,973	127,973

AIRPORT CAPITAL REPLACEMENT FUND (659)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
659-1910-351100	INVESTMENT EARNINGS	0	0	0	57	389	503	150	150	150
659-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(173)	280	660	173	173	173
659-4170-380810	DONATION	0	0	0	17,500	0	0	0	0	0
659-4170-399657	TRANSFER FROM AVIATION FUND	0	0	31,124	30,000	35,000	15,000	15,000	15,000	15,000
TOTAL REVENUES		0	0	31,124	47,384	35,669	16,163	15,323	15,323	15,323
EXPENDITURES										
659-4170-442001	CAPITAL PROJECTS									
CP1606	PAVEMENT	0	0	0	0	0	0	0	0	0
CP1607	CARETAKERS QUARTERS	0	0	4,250	2,390	0	0	0	0	0
CP1609	HANGAR L-2 ROOF	0	0	0	0	0	0	0	0	0
CP1706	PILOTS LOUNGE REHAB	0	0	2,450	19,502	12,527	890	7,583	7,583	0
CP1726	TERMINAL AREA DEVELOPMENT	0	0	24,360	0	0	0	0	0	0
CP1733	WELLS	0	0	64	0	0	0	0	0	0
CP1902	VIEWING AREA LANDSAPING	0	0	0	0	7,630	0	1,370	1,370	0
CP1903	FUEL PUMP	0	0	0	0	19,030	0	0	0	0
CP1916	LED LIGHT REPAIR	0	0	0	0	0	0	7,000	7,000	0
CP2010	AIRCRAFT DATA COLLECTION	0	0	0	0	0	0	10,000	10,000	0
TOTAL EXPENDITURES		0	0	31,124	21,892	39,187	890	25,953	25,953	0
REVENUES OVER (UNDER) EXPENDITURES		0	0	0	25,492	(3,518)	15,273	(10,630)	(10,630)	15,323
FUND BALANCE - BEGINNING		0	0	0	0	25,492	21,974	37,247	37,247	26,617
FUND BALANCE - ENDING		0	0	0	25,492	21,974	37,247	26,617	26,617	41,940
FUTURE PROJECTS										
	FIRE FOAM REPLACEMENT						20,000	1,500	1,500	1,500
	ENTRY SIGNAGE						5,000	5,000	5,000	5,000
	HANGAR L-4 APRON REHABILITATION						80,000	0	0	0
	EAST SIDE POWER PROJECT						250,000	250,000	250,000	250,000
							355,000	256,500	256,500	256,500

DEVELOPMENT ACTIVITY TRUST FUND (720)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
720-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
720-1910-371440	DEVELOPER DEPOSITS	263,287	121,401	229,202	180,120	502,104	211,550	300,000	300,000	300,000
	GENERAL FUND SUBSIDY		0	0	0		0	0	0	0
TOTAL REVENUES		<u>263,287</u>	<u>121,401</u>	<u>229,202</u>	<u>180,120</u>	<u>502,104</u>	<u>211,550</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>
COMMUNITY DEVELOPMENT OPERATIONS & MAINTENANCE										
	ADVERTISING	714	0	0	0	0	0	0	0	0
720-3110-425003	CONTRACT SERVICES	170,850	128,601	215,287	273,778	479,115	268,379	300,000	300,000	300,000
	ADMINISTRATIVE CHARGE	44,030	0	0	0	0	0	0	0	0
	POSTAGE	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>215,594</u>	<u>128,601</u>	<u>215,287</u>	<u>273,778</u>	<u>479,115</u>	<u>268,379</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>
TOTAL EXPENDITURES		<u>215,594</u>	<u>128,601</u>	<u>215,287</u>	<u>273,778</u>	<u>479,115</u>	<u>268,379</u>	<u>300,000</u>	<u>300,000</u>	<u>300,000</u>
REVENUES OVER (UNDER) EXPENDITURES		47,693	(7,200)	13,915	(93,658)	22,989	(56,829)	0	0	0
FUND BALANCE - BEGINNING		<u>124,771</u>	<u>172,464</u>	<u>165,264</u>	<u>179,179</u>	<u>85,521</u>	<u>108,510</u>	<u>51,681</u>	<u>51,681</u>	<u>51,681</u>
FUND BALANCE - ENDING		<u>172,464</u>	<u>165,264</u>	<u>179,179</u>	<u>85,521</u>	<u>108,510</u>	<u>51,681</u>	<u>51,681</u>	<u>51,681</u>	<u>51,681</u>

SIERRA POINT SPECIFIC PLAN FUND (722)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
722-1910-351100	INVESTMENT EARNINGS	0	0	0	0	0	0	0	0	0
722-1910-371440	DEVELOPER DEPOSITS	0	25,117	0	346,597	0	0	0	0	0
TOTAL REVENUES		<u>0</u>	<u>25,117</u>	<u>0</u>	<u>346,597</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
COMMUNITY DEVELOPMENT OPERATIONS & MAINTENANCE										
	ADVERTISING	0	0	0	0	0	0	0	0	0
722-3110-425003	CONTRACT SERVICES	0	0	0	0	0	0	0	0	0
	ADMINISTRATIVE CHARGE	0	0	0	0	0	0	0	0	0
	POSTAGE	0	0	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		0	25,117	0	346,597	0	0	0	0	0
FUND BALANCE - BEGINNING		<u>(442,871)</u>	<u>(442,871)</u>	<u>(417,754)</u>	<u>(417,754)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>
FUND BALANCE - ENDING		<u>(442,871)</u>	<u>(417,754)</u>	<u>(417,754)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>	<u>(71,157)</u>

HERITAGE OAKS (CFD2007-1) TRUST FUND (730)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
730-1910-351100	INVESTMENT EARNINGS	444	643	502	899	739	512	500	402	0
730-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(687)	947	141	687	15	0
730-1910-371440	DEVELOPER DEPOSITS	0	0	0	0		0	0	0	0
TOTAL REVENUES		444	643	502	212	1,686	653	1,187	417	0
730-1910-436004	OTHER CHARGES / ASSESSMENTS	15,823	16,218	16,582	17,035	17,567	18,258	18,656	18,656	0
REVENUES OVER (UNDER) EXPENDITURES		(15,379)	(15,575)	(16,080)	(16,823)	(15,881)	(17,605)	(17,469)	(18,239)	0
FUND BALANCE - BEGINNING		115,582	100,203	84,628	68,548	51,725	35,844	18,239	18,239	0
FUND BALANCE - ENDING		100,203	84,628	68,548	51,725	35,844	18,239	770	0	0

BRIDLE RIDGE SOUTH TRAIL TRUST FUND (740)

Account #	Account/Description	2014/15 Actual	2015/16 Actual	2016/17 Actual	2017/18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
REVENUES										
740-1910-351100	INVESTMENT EARNINGS	4,474	6,852	6,319	13,952	15,396	16,909	15,000	15,000	15,000
740-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(10,894)	16,322	19,904	10,894	10,894	10,894
740-1910-371440	DEVELOPER DEPOSITS	84,812	0	0	0	0	0	0	0	0
TOTAL REVENUES		89,286	6,852	6,319	3,058	31,718	36,813	25,894	25,894	25,894
TOTAL EXPENDITURES		0	0	0	0	0	0	0	0	0
REVENUES OVER (UNDER) EXPENDITURES		89,286	6,852	6,319	3,058	31,718	36,813	25,894	25,894	25,894
FUND BALANCE - BEGINNING		976,174	1,065,460	1,072,312	1,078,631	1,081,689	1,113,407	1,150,220	1,150,220	1,176,114
FUND BALANCE - ENDING		1,065,460	1,072,312	1,078,631	1,081,689	1,113,407	1,150,220	1,176,114	1,176,114	1,202,008

CRANE/PATTERSON SIGNAL TRUST FUND (741)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
741-1910-351100	INVESTMENT EARNINGS	805	1,309	1,207	2,664	2,940	3,159	2,000	2,000	2,000
741-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(2,081)	3,117	3,608	2,081	2,081	2,081
741-1910-371440	DEVELOPER DEPOSITS		0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>805</u>	<u>1,309</u>	<u>1,207</u>	<u>583</u>	<u>6,057</u>	<u>6,767</u>	<u>4,081</u>	<u>4,081</u>	<u>4,081</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
741-1910-425003	CONTRACT SERVICES	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,600</u>	<u>5,963</u>	<u>23,237</u>	<u>23,237</u>	<u>0</u>
TOTAL EXPENDITURES		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2,600</u>	<u>5,963</u>	<u>23,237</u>	<u>23,237</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		805	1,309	1,207	583	3,457	804	(19,156)	(19,156)	4,081
FUND BALANCE - BEGINNING		<u>202,674</u>	<u>203,479</u>	<u>204,788</u>	<u>205,995</u>	<u>206,578</u>	<u>210,035</u>	<u>210,839</u>	<u>210,839</u>	<u>191,683</u>
FUND BALANCE - ENDING		<u>203,479</u>	<u>204,788</u>	<u>205,995</u>	<u>206,578</u>	<u>210,035</u>	<u>210,839</u>	<u>191,683</u>	<u>191,683</u>	<u>195,764</u>

ANIMAL CONTROL TRUST FUND (742)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
742-1910-351100	INVESTMENT EARNINGS	105	166	168	430	493	649	500	500	500
742-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(347)	531	843	347	347	347
742-2160-376802	FEES	24,032	17,165	20,367	9,014	14,307	10,022	10,000	10,000	10,000
742-2160-380810	DONATIONS	3,756	5,181	3,933	1,744	6,474	4,965	6,000	3,800	6,000
TOTAL REVENUES		<u>27,893</u>	<u>22,512</u>	<u>24,468</u>	<u>10,841</u>	<u>21,805</u>	<u>16,479</u>	<u>16,847</u>	<u>14,647</u>	<u>16,847</u>
OPERATIONS & MAINTENANCE										
742-2160-425003	CONTRACT SERVICES	24,610	20,862	16,831	9,924	17,477	7,443	25,000	25,000	25,000
* OPERATIONS & MAINTENANCE		<u>24,610</u>	<u>20,862</u>	<u>16,831</u>	<u>9,924</u>	<u>17,477</u>	<u>7,443</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
TOTAL EXPENDITURES		<u>24,610</u>	<u>20,862</u>	<u>16,831</u>	<u>9,924</u>	<u>17,477</u>	<u>7,443</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
REVENUES OVER (UNDER) EXPENDITURES		3,283	1,650	7,637	917	4,328	9,036	(8,153)	(10,353)	(8,153)
FUND BALANCE - BEGINNING		<u>19,382</u>	<u>22,665</u>	<u>24,315</u>	<u>31,952</u>	<u>32,869</u>	<u>37,197</u>	<u>46,233</u>	<u>46,233</u>	<u>35,880</u>
FUND BALANCE - ENDING		<u>22,665</u>	<u>24,315</u>	<u>31,952</u>	<u>32,869</u>	<u>37,197</u>	<u>46,233</u>	<u>38,080</u>	<u>35,880</u>	<u>27,727</u>

K-9 UNIT TRUST FUND (743)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
743-1910-351100	INVESTMENT EARNINGS	40	47	151	0	0	0	0	0	0
743-2110-380811	DONATIONS	200	1,050	2,164	1,181	1,747	1,804	2,000	2,000	2,000
TOTAL REVENUES		<u>240</u>	<u>1,097</u>	<u>2,315</u>	<u>1,181</u>	<u>1,747</u>	<u>1,804</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>
OPERATIONS & MAINTENANCE										
743-2110-416002	TRAINING	667	1,403	200	0	0	0	0	0	0
743-2110-425003	CONTRACT SERVICES	4,675	6,188	6,253	1,434	826	926	1,750	1,750	1,750
743-2110-427004	GENERAL SUPPLIES	993	300	0	0	0	0	0	0	0
* OPERATIONS & MAINTENANCE		<u>6,335</u>	<u>7,891</u>	<u>6,453</u>	<u>1,434</u>	<u>826</u>	<u>926</u>	<u>1,750</u>	<u>1,750</u>	<u>1,750</u>
CAPITAL OUTLAY										
743-2110-441009	CAPITAL OUTLAY / VEHICLES	0	0	0	0	0	0	0	0	0
* CAPITAL OUTLAY		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>6,335</u>	<u>7,891</u>	<u>6,453</u>	<u>1,434</u>	<u>826</u>	<u>926</u>	<u>1,750</u>	<u>1,750</u>	<u>1,750</u>
REVENUES OVER (UNDER) EXPENDITURES		(6,095)	(6,794)	(4,138)	(253)	921	878	250	250	250
FUND BALANCE - BEGINNING		<u>17,027</u>	<u>10,932</u>	<u>4,138</u>	<u>0</u>	<u>(253)</u>	<u>668</u>	<u>1,546</u>	<u>1,546</u>	<u>1,796</u>
FUND BALANCE - ENDING		<u>10,932</u>	<u>4,138</u>	<u>0</u>	<u>(253)</u>	<u>668</u>	<u>1,546</u>	<u>1,796</u>	<u>1,796</u>	<u>2,046</u>

SENIOR CENTER TRUST (744)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
744-1910-351100	INVESTMENT EARNINGS	14	80	81	93	76	103	70	70	70
744-7340-380801	DONATIONS	49,750	31,326	15,316	21,670	16,935	19,321	35,000	2,798	35,000
TOTAL REVENUES		<u>49,764</u>	<u>31,406</u>	<u>15,397</u>	<u>21,763</u>	<u>17,011</u>	<u>19,424</u>	<u>35,070</u>	<u>2,868</u>	<u>35,070</u>
OPERATIONS & MAINTENANCE										
744-7340-425003	CONTRACT SERVICES	5,971	5,083	3,940	6,113	0	0	5,000	0	5,000
744-7340-427004	GENERAL SUPPLIES	27,032	25,650	16,730	16,481	20,926	14,417	30,000	6,000	30,000
* OPERATIONS & MAINTENANCE		<u>33,003</u>	<u>30,733</u>	<u>20,670</u>	<u>22,594</u>	<u>20,926</u>	<u>14,417</u>	<u>35,000</u>	<u>6,000</u>	<u>35,000</u>
CAPITAL OUTLAY										
744-7340-441005	MACHINERY AND EQUIPMENT	13,968	0	0	0		0	0	0	0
* CAPITAL OUTLAY		<u>13,968</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL EXPENDITURES		<u>46,971</u>	<u>30,733</u>	<u>20,670</u>	<u>22,594</u>	<u>20,926</u>	<u>14,417</u>	<u>35,000</u>	<u>6,000</u>	<u>35,000</u>
REVENUES OVER (UNDER) EXPENDITURES		2,793	673	(5,273)	(831)	(3,915)	5,007	70	(3,132)	70
FUND BALANCE - BEGINNING		<u>6,710</u>	<u>9,503</u>	<u>10,176</u>	<u>4,903</u>	<u>4,072</u>	<u>157</u>	<u>5,164</u>	<u>5,164</u>	<u>2,032</u>
FUND BALANCE - ENDING		<u>9,503</u>	<u>10,176</u>	<u>4,903</u>	<u>4,072</u>	<u>157</u>	<u>5,164</u>	<u>5,234</u>	<u>2,032</u>	<u>2,102</u>

POLICE RANGETRUST FUND (745)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
745-1910-351100	INVESTMENT EARNINGS	15	66	164	438	362	612	50	350	200
745-2110-380812	DONATIONS	8,640	13,310	10,781	1,678	3,007	7,049	8,000	8,000	8,000
745-1910-399110	TRANSFER IN	0	65,000	0	0	0	0	0	0	0
TOTAL REVENUES		8,655	78,376	10,945	2,116	3,369	7,661	8,050	8,350	8,200
OPERATIONS & MAINTENANCE										
745-2110-425003	CONTRACT SERVICES	0	0	0	0		0	0	0	0
* OPERATIONS & MAINTENANCE		0	0	0	0	0	0	0	0	0
CAPITAL OUTLAY										
745-2110-441003	BUILDINGS	3,343	0	0	0		0	0	0	0
745-2110-441002	LAND IMPROVEMENTS	0	62,947	3,467	5,192	45	0	20,000	20,000	0
* CAPITAL OUTLAY		3,343	62,947	3,467	5,192	45	0	20,000	20,000	0
TOTAL EXPENDITURES		3,343	62,947	3,467	5,192	45	0	20,000	20,000	0
REVENUES OVER (UNDER) EXPENDITURES		5,312	15,429	7,478	(3,076)	3,324	7,661	(11,950)	(11,650)	8,200
FUND BALANCE - BEGINNING		6,602	11,914	27,343	34,821	31,745	35,069	42,730	42,730	31,080
FUND BALANCE - ENDING		11,914	27,343	34,821	31,745	35,069	42,730	30,780	31,080	39,280

SENIOR OUTREACH TRUST FUND (746)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
746-1910-351100	INVESTMENT EARNINGS	0	0	424	915	733	1,018	500	500	500
746-2110-380802	DONATIONS	0	70,000	5,268	0	0	0	0	0	0
TOTAL REVENUES		0	70,000	5,692	915	733	1,018	500	500	500
OPERATIONS & MAINTENANCE										
746-2110-425003	CONTRACT SERVICES	0	2,010	999	1,230	30	979	2,000	2,000	2,000
746-2110-427004	GENERAL SUPPLIES	0	0	1,429	3,518	499	1,371	1,500	1,500	1,500
* OPERATIONS & MAINTENANCE		0	2,010	2,428	4,748	529	2,350	3,500	3,500	3,500
TOTAL EXPENDITURES		0	2,010	2,428	4,748	529	2,350	3,500	3,500	3,500
REVENUES OVER (UNDER) EXPENDITURES		0	67,990	3,264	(3,833)	204	(1,332)	(3,000)	(3,000)	(3,000)
FUND BALANCE - BEGINNING		0	0	67,990	71,254	67,421	67,625	66,293	66,293	63,293
FUND BALANCE - ENDING		0	67,990	71,254	67,421	67,625	66,293	63,293	63,293	60,293

POLICE EQUESTRIAN UNIT FUND (747)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
747-1910-351100	INVESTMENT EARNINGS	0	0	11	7	0	0	0	0	0
747-2110-380813	Donations	0	8,777	0	0	0	0	0	0	0
TOTAL REVENUES		0	8,777	11	7	0	0	0	0	0
OPERATIONS & MAINTENANCE										
747-2110-427004	GENERAL SUPPLIES	2,770	5,910	110	0	0	478	800	0	800
* OPERATIONS & MAINTENANCE		2,770	5,910	110	0	0	478	800	0	800
TOTAL EXPENDITURES		2,770	5,910	110	0	0	478	800	0	800
REVENUES OVER (UNDER) EXPENDITURES		(2,770)	2,867	(99)	7	0	(478)	(800)	0	(800)
FUND BALANCE - BEGINNING		1,485	(1,285)	1,582	1,483	1,490	1,490	1,012	1,012	1,012
FUND BALANCE - ENDING		(1,285)	1,582	1,483	1,490	1,490	1,012	212	1,012	212

SENIOR HOUSING AGENCY FUND (769)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Projected	Budget
REVENUES										
769-1910-351100	INVESTMENT EARNINGS	78	126	117	258	220	312	200	200	200
TOTAL REVENUES		<u>78</u>	<u>126</u>	<u>117</u>	<u>258</u>	<u>220</u>	<u>312</u>	<u>200</u>	<u>200</u>	<u>200</u>
SENIOR HOUSING OPERATIONS & MAINTENANCE										
* OPERATIONS & MAINTENANCE		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
REVENUES OVER (UNDER) EXPENDITURES		78	126	117	258	220	312	200	200	200
FUND BALANCE - BEGINNING		<u>19,657</u>	<u>19,735</u>	<u>19,861</u>	<u>19,978</u>	<u>20,236</u>	<u>20,456</u>	<u>20,768</u>	<u>20,768</u>	<u>20,968</u>
FUND BALANCE - ENDING		<u>19,735</u>	<u>19,861</u>	<u>19,978</u>	<u>20,236</u>	<u>20,456</u>	<u>20,768</u>	<u>20,968</u>	<u>20,968</u>	<u>21,168</u>

BRIDLE RIDGE CFD 2003-2 AGENCY FUND (790)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final Budget	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual			
REVENUES										
790-1910-351100	INVESTMENT EARNINGS	1,078	6,399	2,816	7,465	5,824	5,969	2,500	2,500	2,500
790-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(2,730)	4,346	4,723	2,730	2,730	2,730
790-8270-328101	ANNUAL ASSESSMENTS	310,997	326,692	291,574	296,150	295,679	293,765	295,796	295,796	295,796
790-8270-328102	PREPAYMENT/PAYOFF	0	0	0	0	0	0	0	0	0
790-8270-386100	BOND PROCEEDS	3,600,416	0	0	0	0	0	0	0	0
TOTAL REVENUES		3,912,491	333,091	294,390	300,885	305,849	304,457	301,026	301,026	301,026
EXPENDITURES										
OPERATIONS & MAINTENANCE										
790-8270-425003	CONTRACT SERVICES	4,640	3,983	3,983	3,983	3,983	4,130	5,000	5,000	5,000
790-8270-425025	ADMINISTRATIVE CHARGE	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
* OPERATIONS & MAINTENANCE		12,140	11,483	11,483	11,483	11,483	11,630	12,500	12,500	12,500
DEBT SERVICE										
790-8270-446001	BOND ISSUE COSTS	128,181		0	0	0	0	0	0	0
790-8270-451001	PRINCIPAL	3,580,000	110,000	115,000	120,000	130,000	135,000	135,000	140,000	150,000
790-8270-451002	INTEREST	241,556	171,785	163,871	158,102	151,965	145,459	146,965	138,708	131,587
* DEBT SERVICE		3,949,737	281,785	278,871	278,102	281,965	280,459	281,965	278,708	281,587
EXPENDITURES		3,961,877	293,268	290,354	289,585	293,448	292,089	294,465	291,208	294,087
REVENUES OVER (UNDER) EXPENDITURES		(49,386)	39,823	4,036	11,300	12,401	12,368	6,561	9,818	6,939
FUND BALANCE - BEGINNING		533,827	484,441	524,264	528,300	539,600	552,001	564,369	564,369	574,187
FUND BALANCE - ENDING		484,441	524,264	528,300	539,600	552,001	564,369	570,930	574,187	581,126

BRIDLE RIDGE CFD 2004-1 AGENCY FUND (791)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2021-22	
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	2020-21 Projected	Draft Preliminary Budget
REVENUES										
791-1910-351100	INVESTMENT EARNINGS	431	2,151	2,005	2,619	880	1,978	1,000	1,000	1,000
791-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(912)	1,137	2,088	912	912	912
791-8270-328101	ANNUAL ASSESSMENTS	122,141	120,932	117,380	115,437	118,315	120,267	118,500	118,500	118,500
791-8270-386100	BOND PROCEEDS	1,363,480	0	0	0	0	0	0	0	0
TOTAL REVENUES		1,486,052	123,083	119,385	117,144	120,332	124,333	120,412	120,412	120,412
EXPENDITURES										
OPERATIONS & MAINTENANCE										
791-8270-425003	CONTRACT SERVICES	4,535	4,717	3,983	3,983	3,983	4,020	5,000	5,000	5,000
791-8270-425025	ADMINISTRATIVE CHARGE	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
* OPERATIONS & MAINTENANCE		12,035	12,217	11,483	11,483	11,483	11,520	12,500	12,500	12,500
DEBT SERVICE										
791-8270-446001	BOND ISSUE COSTS	53,228	0	0	0	0	0	0	0	0
791-8270-451001	PRINCIPAL	1,335,000	35,000	45,000	45,000	45,000	50,000	55,000	55,000	55,000
791-8270-451002	INTEREST	103,882	64,969	62,108	59,903	57,698	55,370	52,698	52,698	50,103
* DEBT SERVICE		1,492,110	99,969	107,108	104,903	102,698	105,370	107,698	107,698	105,103
EXPENDITURES		1,504,145	112,186	118,591	116,386	114,181	116,890	120,198	120,198	117,603
REVENUES OVER (UNDER) EXPENDITURES		(18,093)	10,897	794	758	6,151	7,443	214	214	2,809
FUND BALANCE - BEGINNING		199,410	181,317	192,214	193,008	193,766	199,917	207,360	207,360	207,574
FUND BALANCE - ENDING		181,317	192,214	193,008	193,766	199,917	207,360	207,574	207,574	210,383

BRIDLE RIDGE CFD 2005-1 AGENCY FUND (792)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21 Adopted Final	2020-21 Projected	2021-22 Draft Preliminary Budget
		Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget
REVENUES										
792-1910-351100	INVESTMENT EARNINGS	1,209	8,655	(500)	5,106	6,672	4,262	2,500	2,500	2,500
792-1910-351101	UNREALIZED GAIN (LOSSES)	0	0	0	(1,977)	2,985	3,638	1,977	1,977	1,977
792-8270-328101	ANNUAL ASSESSMENTS	235,344	234,593	193,830	197,654	233,502	229,856	234,955	234,955	234,955
792-8270-328102	DELINQUENT ASSESSMENTS	0	95,709	0	0	0	0	0	0	0
792-8270-386100	BOND PROCEEDS	3,035,651	0	0	0	0	0	0	0	0
TOTAL REVENUES		<u>3,272,204</u>	<u>338,957</u>	<u>193,330</u>	<u>200,783</u>	<u>243,159</u>	<u>237,756</u>	<u>239,432</u>	<u>239,432</u>	<u>239,432</u>
EXPENDITURES										
OPERATIONS & MAINTENANCE										
792-8270-425003	CONTRACT SERVICES	4,570	3,250	3,983	3,983	3,983	4,075	4,000	4,000	4,000
792-8270-425025	ADMINISTRATIVE CHARGE	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500
* OPERATIONS & MAINTENANCE		<u>12,070</u>	<u>10,750</u>	<u>11,483</u>	<u>11,483</u>	<u>11,483</u>	<u>11,575</u>	<u>11,500</u>	<u>11,500</u>	<u>11,500</u>
DEBT SERVICE										
792-8270-446001	BOND ISSUE COSTS	101,728	0	0	0	0	0	0	0	0
792-8270-451001	PRINCIPAL	2,930,000	80,000	90,000	95,000	95,000	105,000	105,000	105,000	110,000
792-8270-451002	INTEREST	232,101	134,458	128,698	124,462	120,111	115,531	110,111	110,721	105,798
* DEBT SERVICE		<u>3,263,829</u>	<u>214,458</u>	<u>218,698</u>	<u>219,462</u>	<u>215,111</u>	<u>220,531</u>	<u>215,111</u>	<u>215,721</u>	<u>215,798</u>
EXPENDITURES		<u>3,275,899</u>	<u>225,208</u>	<u>230,181</u>	<u>230,945</u>	<u>226,594</u>	<u>232,106</u>	<u>226,611</u>	<u>227,221</u>	<u>227,298</u>
REVENUES OVER (UNDER) EXPENDITURES		(3,695)	113,749	(36,851)	(30,162)	16,565	5,650	12,821	12,211	12,134
FUND BALANCE - BEGINNING		<u>373,848</u>	<u>370,153</u>	<u>483,902</u>	<u>447,051</u>	<u>416,889</u>	<u>433,454</u>	<u>439,104</u>	<u>439,104</u>	<u>451,315</u>
FUND BALANCE - ENDING		<u>370,153</u>	<u>483,902</u>	<u>447,051</u>	<u>416,889</u>	<u>433,454</u>	<u>439,104</u>	<u>451,925</u>	<u>451,315</u>	<u>463,449</u>

REFUSE COLLECTION TRUST FUND (799)

Account #	Account/Description	2014/15	2015/16	2016/17	2017/18	2018-19	2019-20	2020-21	2020-21	2021-22
		Actual	Actual	Actual	Actual	Actual	Actual	Adopted Final Budget	Projected	Draft Preliminary Budget
REVENUES										
799-8280-379100	GARBAGE REVENUE	1,818,128	1,839,912	1,900,412	1,980,590	2,021,290	2,130,246	1,900,000	1,900,000	2,200,000
TOTAL REVENUES		<u>1,818,128</u>	<u>1,839,912</u>	<u>1,900,412</u>	<u>1,980,590</u>	<u>2,021,290</u>	<u>2,130,246</u>	<u>1,900,000</u>	<u>1,900,000</u>	<u>2,200,000</u>
799-8280-425003	CONTRACT SERVICE	1,809,847	1,834,997	1,893,735	1,964,772	2,050,192	2,108,483	1,900,000	1,900,000	2,200,000
TOTAL EXPENDITURES		<u>1,809,847</u>	<u>1,834,997</u>	<u>1,893,735</u>	<u>1,964,772</u>	<u>2,050,192</u>	<u>2,108,483</u>	<u>1,900,000</u>	<u>1,900,000</u>	<u>2,200,000</u>
REVENUES OVER (UNDER) EXPENDITURES		8,281	4,915	6,677	15,818	(28,902)	21,763	0	0	0
FUND BALANCE - BEGINNING		<u>205,362</u>	<u>213,643</u>	<u>218,558</u>	<u>225,235</u>	<u>241,053</u>	<u>212,151</u>	<u>233,914</u>	<u>233,914</u>	<u>233,914</u>
FUND BALANCE - ENDING		<u>213,643</u>	<u>218,558</u>	<u>225,235</u>	<u>241,053</u>	<u>212,151</u>	<u>233,914</u>	<u>233,914</u>	<u>233,914</u>	<u>233,914</u>



To: Oakdale City Council

From: Bryan Whitemyer, City Manager

Re: **June 2021 Administration Department Report**

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

Administration Department Activities

- Participated in weekly planning and capital projects meetings with the City Engineer and planning staff. These meetings are helpful as they allow us to track and discuss the progress of development projects and capital improvement projects throughout the City.
- Prepared and reviewed staff reports for May 17, 2021 and June 7, 2021 City Council meeting.
- Met with Windward Pacific Builders regarding a potential home development on the west side of the City.
- Attended the May 11, 2021 Oakdale Sportsmen's Club board meeting. Presented information on the Salmonid Habitat Restoration Project at the Stanley Wakefield and answered questions that they had on the project.

UPDATE: Met with Oakdale Sportsmen's representative to develop a Memorandum of Understanding to solidify the partnership between the City and the Club as it relates to Kerr Park and the adjacent club property.

- Held weekly meetings with Police Chief Heller to discuss current law enforcement issues in the community.
- Met with Cottles Trail contractor to resolve a change order dispute. The dispute was resolved and the trail project has been completed.
- Attended Police Department/City Hall Improvement project team meeting to finalize construction timeline.

- Finalized MOUs with employee bargaining groups which were approved by the City Council on June 7, 2021.
- Prepared and presented reports to the City Council at the May 26, 2021 Goal Setting Workshop.
- Attended Stanislaus County City Managers meeting on Wednesday, June 2, 2021.
- Attended the StanCOG Management and Finance Committee meeting on Wednesday, June 2, 2021
- Prepared Salmon Habitat River Restoration project presentation and presented it to the City of Oakdale Planning Commission on Wednesday, June 2, 2021. The Planning Commission recommended to the City Council that the project move forward. The City Council will hear this item at its July 19, 2021 meeting.
- Met with the Oakdale Saddle Club and other City department heads to discuss the Oakdale Rodeo and the various events that will take place during rodeo weekend in August. Normally the rodeo takes place in April but due to COVID-19 the rodeo was moved to August. An operations plan has been established and we look forward to the rodeo coming back to Oakdale.

To: Bryan Whitemyer, City Manager

From: Patrick Mondragon, Assistant to the City Manager

Re: **June 2021 Human Resources Department Report**



Recruitments & Terminations:

- Re-opened recruitment for Lifeguard and Recreation Leader I (Concessions) in anticipation of this upcoming 2021 community pool swim season.
- Opened recruitment for part-time Site Monitor/Custodian
- Participated in 2nd Oral Interviews for Code Enforcement/Water Conservation Officer on 5/24/2021.
- Conducted Orientation for a part-time Public Safety Dispatcher converting to full-time Public Safety Dispatcher on 5/6/2021.
- Facilitated Oral Interviews for Maintenance Worker I/II on 5/19/2021.
- Performed Orientation for new Code Enforcement/Water Conservation Officer on 5/26/2021.

Strategic Communication:

- Received Workers Compensation updates from AIMS insurance carrier on all open claims.
- Facilitated an Interactive Process and Reasonable Accommodation for a City of Oakdale employee.
- Facilitated a City of Oakdale PD/City Hall Facility Improvement Project Budget Analysis Meeting with designated City Staff on 5/12/2021.
- Assisted the City Manager in meeting with OPOA bargaining groups for negotiations related to a new M.O.U.
- Participated in City of Oakdale annual Audit by outside auditors on 5/17/2021.
- Presented Asbestos Abatement Report to City Council on 5/3/2021, and received approval to commence project.

Training:

- Participated in the Chamber-of-Commerce hosted Leadership Oakdale on 5/27/2021, covering the topics of Business and Industry/Environment and Land Use.

Special Projects:

- Continued to make preparations for the City of Oakdale Police Department/City Hall Facility Improvement Project, communicating with stakeholders to ensure

Employee Anniversaries:

The following City of Oakdale employees celebrated work anniversaries for the month of May 2021:

- Edwin Aguilar: Parks Maintenance Worker I – 3 years
- Colleen Andersen: Management Analyst – 15 years!
- Brad Clinkenbeard: Equipment Operator – 19 years
- Phillip Godfrey: Waste Water Treatment Plant Operator – 2 years
- Kara Guevara: Executive Assistant to the Chief of Police – 2 years
- Christina Smith: Accounting Manager – 2 years
- Jamie Wetzel: Public Safety Dispatcher/Clerk – 1 year
- Cecelia Sanchez: Public Safety Dispatcher/Clerk – 1 year

MONTHLY SNAPSHOT

New Recruitments	2
Applications Received	27
New Hires	2
Evaluations Processed	9
Employee Turnover	1
Workers Compensation Reports	0
Interactive Process Meetings	3

To: Bryan Whitemyer, City Manager

From: Julie Christel, Council Services and Legislative Records Manager

Re: June 2021 Department Report



Legislative

- Prepared, distributed and posted the City Council agenda packets and attended and prepared the minutes for the special and regular meetings of May 3, 2021 and May 17, 2021, and the special meeting of May 26, 2021.
- Prepared and finalized City Council Resolutions for the Mayor's and City Clerk's signatures which were then scanned, filed in the City's Records Retention System and copies distributed to departments and vendors.
- Processed and transmitted contracts/agreements/resolutions approved at the May 2021 City Council meetings.
- Continue to work with elected officials on completing their required AB 1234 Ethics training.

General Administration

- Provided assistance in scheduling various meetings for elected officials and citizens.
- Six Public Records Act (PRA) requests were received during the month of May and six Notices of Determination were provided.
- Prepared seven Proclamations/Certificates of Recognition/Appreciation.
- Three claims against the City were received during the month of May; one notice of insufficiency and two notices of rejection were sent to the claimants.
- Continue to work with the City's RMA to audit and update claim files.
- Researched City records and provided documentation for various City departments.
- Continue to work on updating files to Laserfiche.
- Manage the City's "Information" email account and respond to inquiries regarding City departments or services.
- Continue to work on reviewing and updating information on the City website.
- Provided seven notary services to city staff.
- Records Management – Ongoing.

Special Events Applications

Event	2021 Event Dates
Finalized special event application for a block party with street closure on H Street.	5/1/2021
Finalized special event application for Oakdale Cowboy Museum for June 24 th Festival Event in conjunction with the Oakdale's 150 th Birthday Celebration Event.	6/24/2021
Processed and finalized special event application for Oakdale's 150 th Birthday Celebration Event (Parade and Festival)	6/26/2021
Processing special event application for a 4 th of July block party with street closure on Caballos Court.	7/4/2021
Processing Co-sponsorship application for the Oakdale Chamber of Commerce's Concerts in the Park series.	7/16, 7/23, 7/30, 8/6, 8/13, 8/20 & 8/27
Finalized special event application for Dying Breed's Cars and Coffee Car Show.	6/12, 7/10, 8/14, 9/11 & 10/9
Processing special event application from Grains of Virtue for a one-day parking lot festival.	7/24/2021
Processing special event application from O.U.R. Stanislaus County for a one-day festival at the rodeo grounds.	8/21/2021
Processing special event application from Oakdale High School for the annual Homecoming Parade.	9/17/2021
Processing special event application from Modesto Throttler's Car Club for a car show.	9/18/2021

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



Re: May 2021 Finance Department Report for June 2021

Departmental Actions of Note:

- Processed and 7,688 monthly utility bills
- Processed and mailed 1174 late utility notices
- 1,132 customers assisted at the front counter
- Processed 5,613 payments received through the USPS, online, or City drop box
- 14 customers received the recycling bags
- Continued online training of new financial software system
- 93 Customers registered on the online bill payment site.

Facility

Facility Rentals April 2021

Facility	City Meetings	Weekday Rentals	Weekend Rental
Gene Bianchi Community Center	1	4	0
Gene Bianchi Conference Rooms	4	1	0
Gene Bianchi Kitchen Rental	0	0	0
Oakdale Senior Community Center	0	8	8

Paul Royse Memorial Pool

- The pool will open for the season on June 5th
- Capacity for open swim will be at 50%
- Swim lesson registration began on April 19th

Senior Center

The Senior Center closed on March 16, 2020. We now offer:

- Senior wellness checks through phone calls, emails and text messages

- Weekly lunch distribution program; 260 seniors have registered. Average of 100 food boxes are distributed weekly. It is a contact-less distribution process.
- Senior Center serves as a pantry for food and other staples for seniors in need
- Final COVID-19 vaccination clinic was on May 14th
- Virtual Line Dance class has 4 participants (weekly class, using Zoom as the platform)
- Yoga in the Park (senior class) has 8 participants
- Hosted a “Lunch on the Patio” for 20 seniors on May 20th

Pending Items:

Finance

Audit for 2020-2021 has started preliminary review



To: Bryan Whitemyer, City Manager

From: Jeff Gravel, Public Services Director

Re: **June 2021 Public Services Department Report for May**

AIRPORT DIVISION

- **2020 AIRPORT LAYOUT PLAN AND NARRATIVE:** This Projects scope of work includes Runway Safety Area mitigation, a Drainage Study, a Pavement Condition Study and Operation Counting Report. The Project is on schedule.
- **2021 AIRPORT PAVEMENT MAINTENANCE AND MANAGEMENT PLAN:** This Projects scope of work includes study and report for the current condition of the Airport pavement. This study is required by the FAA to obtain pavement construct funds. The City received a grant in the amount of 102,089 in May and the project will start approximately July, 2021.
- **AIRPORT FUEL SALES (GALLONS):**

YEAR OVER YEAR TOTALS		
Month	2020	2021
January	3,637	7,298
February	8,083	6,933
March	6,012	6,871
April	11,047	7,821
May	15,853	
June	10,464	
July	10,126	
August	7,626	
September	7,582	
October	9,328	
November	8,672	
December	5,955	
Grand Total	104,385	28,923

BUILDING DIVISION

BUILDING PERMIT ACTIVITY	ISSUED
RESIDENTIAL-SINGLE FAMILY DWELLINGS	0
RESIDENTIAL REMODELS/ALTERATIONS	50
RESIDENTIAL-SOLAR	9
COMMERCIAL REMODELS	4
NEW COMMERCIAL STRUCTURE	0
TOTAL INSPECTIONS PERFORMED	86
TOTAL PERMITS ISSUED	81

- **WINDWARD DEVELOPMENT:** River Pointe subdivision -21 home gated community. Under construction and nearing completion.
- **ICON at BRIDLE RIDGE:** Florsheim Homes – 48 lot subdivision including 10 infill lots in upper Bridle Ridge. All currently under construction.

CODE ENFORCEMENT DIVISION

CODE ENFORCEMENT ACTIVITY	NUMBER
NEW CASES	11
CASES RESPONDED	10
CASES CLOSED	1
NEW CASES YEAR TO DATE	61
CLOSED CASES YEAR TO DATE	65
OPEN CASES	10
GILTON BULKY-ITEM PICK UPS SCHEDULED	13
WATER CONSERVATION ACTIVITY	ISSUED
WATER CONSERVATION CASES ADDRESSED	1

- Working on open cases and new service requests.

ENGINEERING DIVISION

ENGINEERING PERMIT ACTIVITY	ISSUED
ENCROACHMENT	8
TRANSPORTATION	0
GRADING	0

MONTHLY CAPITAL IMPROVEMENT PROJECT UPDATES

- **SEWER CROSSING:** 100% Improvement plans are complete. Finalizing property purchase agreement with Seventh Day Adventist Church, currently under review. Army Corps of Engineers processing project through NEPA environmental review process. Review is expected to be completed this summer. Anticipating construction spring 2022.
- **WOOD BASIN/RANDY PLAZA:** storm drainage project complete and operating. Working to finalize with Cal Trans. Work has commenced on the next phase of construction to be completed August 2021.
- **DEL RIO CIRCLE:** This Project consists of new sewer and water mains and all new pavement. The sewer is complete and the water main installation started the week of June 14. The Project is on schedule.
- **"G" STREET BIKE AND PEDESTRIAN COORIDOR IMPROVEMENTS:** The Project was approved by City Council on June 7, 2021. The contractor started work on June 8 and is progressing swiftly. The project includes safe routes to schools, ADA improvements and striping as well as pavement maintenance. It is schedule for completion by August 15, 2021.

PARKS DIVISION

WORK COMPLETED	NUMBER
PARK INSPECTIONS PERFORMED	14
IRRIGATION	Off
PLAYGROUND REPAIRS	1

- **PARK AND LANDSCAPE STRIPS:** Adjusted irrigation schedules for drier weather as needed. Continued irrigation coverage checks and extensive repairs. Cleared grass away from sprinklers heads in lawns where they are obstructed and raised sprinklers.
- **PEST:** Checked for pocket gopher activity and control.
- **MOWING:** Lawn mowing and edging (edging every other mowing).
- **PRUNE:** Prune vegetation as needed.
- **TREES:** Checked for aphid and other infestations. Treated as needed.
- **WEEDS:** Spot spray weeds in all landscape areas as needed.
- **WILLOWOOD:** Preparing for a plant infill project on Willowood between F and the round-a-bout.

PLANNING DIVISION

APPLICATION	LOCATION	DESCRIPTION	STATUS
2017-17 ANNEX	Sierra Pointe Specific Plan area	Specific Plan Amendment, Annexation/Pre-Zone, Tentative Subdivision Map, Financing Plan, and Development Agreement.	Staff working with Applicant on Development Agreement terms and Annexation matters. Public Hearings anticipated 2021.
2019-16 MNUP	Last Call Brewing Co.	Minor Use Permit to allow for Mobile Food Vendors at taproom location.	Staff in process of initiating preparation of a Citywide Mobile Food Vendor Ordinance. Draft Ordinance will go the PC on June 16 th and CC in July
2019-17 General Plan Amendment and Rezone	East F Street	48-unit multi-family residential project located adjacent to Foothills Oaks Shopping Center.	City Staff working on draft Conditions of Approval and driveway design and building treatment.
Loma Lane Subdivision	Loma Lane	Single-Family Residential Units.	Pending Home Building plan check
Meadowland Subdivision	Greger Street	62 Single-Family Residential Units	Staff in the process of Site Plan Review and CEQA
OGCC-Golf Cart Barn	243 Sterns Rd	7,800 s.f. Cart Barn	Staff in the process of Site Plan Review
Storage Building	520 Warnerville Road	3,000 s.f. storage building for Conlin Supply	Staff in the process of Site Plan Review
Corporation Yard Building	551 Center Street	2,000 s.f. storage building, restrooms, parking stalls	Staff in the process of Site Plan Review
Old Stockton Road Subdivision	Hill Road and Old Stockton Rd	37 single-family residential units	Staff in the process of Site Plan Review
Kaptan Gas Station	260 North Yosemite Avenue	Demo and build new gas station and convenience store	Staff in the process of Site Plan Review
Tesoro 3 Subdivision	East D Street	50 single-family units	Staff in the process of Site Plan Review
MNUP Liberty Lead	736 Wakefield Ct	Retail Shop for ammunition	Staff in the process of Site Plan Review

SEWER / STREETS / STORM DRAIN DIVISION

WORK COMPLETED	NUMBER
MISC. WORK ORDERS	17
TRAFFIC SIGN/STREET REPLACEMENT	12
SEWER LIFT STATION REPAIRS	9
CURB PAINTING	345 feet
SEWER LINES CLEANED	21,163 FEET
POT HOLE REPAIRS (cold MIX) 2x2	5

CRACK SEALING (LINEAR FEET)	8,764 FEET
STORM MAIN CLEANING	0

- **AUTOMATIC GENERATORS:** We exercised 10 generators last month. (Weekly task-15-minute run time per week.)

OTHER TASKS ASSIGNED:

- Homeless Clean up at Kerr Park and City storm basin on G Street
- 10 irrigation repairs in Bridle Ridge
- Demo concrete on Forest Glen Ct.
- Demo and replace concrete and paving on N. 3rd Street (sewer repair)
- Install new fence at Well 3
- 3 street closers for special events.
- Repairs to Hollenbeck lift station. (upgrade lift station cabinets)
- Spray walk trail in Bridle Ridge.

WATER DIVISION

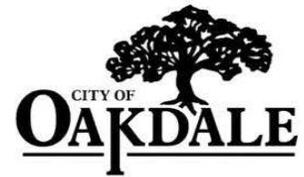
WORK COMPLETED	NUMBER
METER SHUT-OFFS	0
WATER METER READS	8209
MANUAL WATER METER READS	13
WATER RELATED WORK ORDERS	209
WATER TESTING / SAMPLES-ROUTINE	30
WATER TESTING / SAMPLES-WELL HEADS	7
EMERGENCY WATER SERVICE LINE REPAIRS	0
WATER COMPLAINTS	10
UNDERGROUND SERVICE LOCATES FOR CITY UTILITIES	160

- **IRRIGATION WATER & DROUGHT:** Since the drought regulations started, which includes comparable water usage monitoring to similar dates in 2013, water usage In May 2021 was .8 % **ABOVE** usage in 2013 in the same month.
- **Well 10:** Well 10 has passed all testing requirements and has been placed back in service. Weekly testing of HPC to be performed on a weekly basis for 4-6 weeks pending test results.
- **Well 4:** obtaining bids to perform maintenance and repair work. Bids are scheduled for Council consideration June 21,2021.

To: Bryan Whitemyer, City Manager

From: Scott Heller, Chief of Police

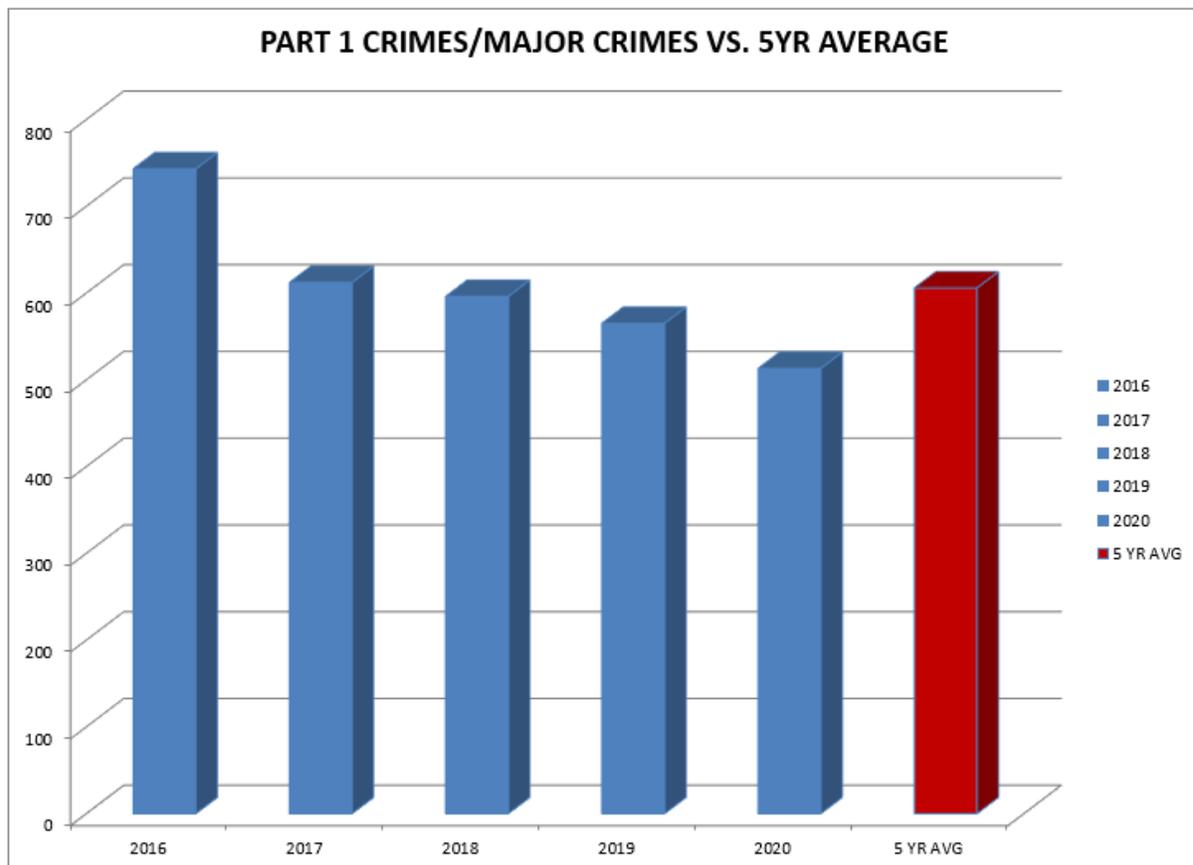
Re: June 2021 Police Department Report for May



CRIME STATS - YTD

Below are the latest available crime stats for the calendar year to date (January – May 2020 vs January – May 2021 - Attachment A):

- There were no homicides January through May in 2020 and none in 2021.
- Robbery decreased 17% from 6 in 2020 to 5 in 2021.
- Aggravated Assault decreased 50% from 10 in 2020 to 5 in 2021.
- Rape increased from 3 in 2020 to 4 in 2021.
- Simple Assault increased 15% from 55 in 2020 to 63 in 2021.
- Burglary decreased 10% from 29 in 2020 to 26 in 2021.
- Vehicle Theft decreased 41% from 27 in 2020 to 16 in 2021.
- Larceny decreased 7% from 81 in 2020 and 75 in 2021.
- Non-Injury Collisions increased 35% from 43 in 2020 to 58 in 2021.
- Injury Collisions increased 50% from 22 in 2020 to 33 in 2021.



TOTAL INCIDENT STATS - YTD

Below are the total incident stats for the department. The department has responded to a total of 11,437 incidents for the calendar year to date:

Total Incident Stats YTD	
Calls for Service	7,225
Officer Initiated Incidents	4,212
Traffic Stops	1,191
Other Officer Involved Activity Incidents	3,021
Business / Building Checks	479
Vehicle / Pedestrian Checks	461

INCIDENT BREAKDOWN

During the month of May, the police department responded to approximately 2,412 incidents/calls for service. Below is a list highlighting just a few of the various incident types and counts. The comprehensive list of incidents is attached to the end of this report (Attachment B).

Incidents by Incident Type May 2021	
Suspicious Person	46
Suspicious Vehicle	60
Audible Alarm	72
Silent Alarm	6
Reckless Driving	46
Pedestrian Contact	22
Disturbance	8
Noise Disturbance	36
Petty Theft	26
Burglary	9
Traffic Stop	191
New Warrants	70

PATROL – ONGOING

- On May 1st, officers made an arrest for violation of a restraining order and booked the subject into jail. After being in jail, the subject violated the order again by calling the victim. Officers charged him for the additional violation.

June 2021 Police Department Report for May

- On May 5th, officers were dispatched to a report of a suspicious person in the 1300 block of East J Street. Upon arrival, officers located the subject and determined he was on searchable probation. A search of the subject revealed a counterfeit \$50.00 bill, burglary tools and a meth pipe. The subject was arrested for the listed charges.
- On May 6th, officers were dispatched several times throughout the day to investigate a subject being a reported nuisance. Officers located the subject in Dorada Park. He was booked into county jail for being a public nuisance.
- On May 7th, officers initiated an enforcement stop for vehicle code violations. The driver was on parole and in possession of methamphetamine. After the parole agent authorized a parole hold, the driver was booked into county jail.
- On May 8th, officers were dispatched to a suspicious person along the railroad tracks watching people. Officers located the subject and recognized him as a public nuisance frequent offender. He was in possession of a slingshot, and booked into county jail.
- On May 8th, officers were dispatched to investigate a court order violation that was occurring in the 700 block of Cloverland. Officers were aware of the court order and the subject. The subject was placed into custody and booked into county jail.
- On May 15th, officers initiated an enforcement stop for vehicle code violations in the 500 block of East F Street. Officers determined the driver had an outstanding arrest warrant out of San Joaquin County. The vehicle was searched and officers located metal knuckles. The driver was booked into county jail.
- On May 15th, officers were dispatched to a residence in the 500 block of Walnut for a subject that was unresponsive and possibly overdosing on opiates. Upon arrival, officers administered three doses of Narcan. The subject became responsive and was transported to Oak Valley Hospital for medical treatment.
- On May 16th, officers initiated an enforcement stop for vehicle code violations in the area of Third and C. The driver was on Post Release Community Supervision (PRCS/Probation). A search of the vehicle revealed 22.1 grams of methamphetamine and drug paraphernalia. The driver was booked on felony drug charges and the other three passengers in the vehicle were arrested on various felony warrants, including a warrant out of El Paso, Texas.
- On May 22nd, officers were dispatched to assist with a subject in the roadway at Naturewood and Timberwood. Upon arrival, officers encountered the subject behaving erratically and possibly under the influence of drugs. The subject refused to comply with officers attempts at de-escalation and charged at them twice. The

subject then jumped through the passenger-side window of a patrol car. Officers utilized less-lethal force options including a bean bag shotgun and Taser to subdue the subject during the incident. After medical clearance, the subject was booked into county jail.

- On May 26th, officers were dispatched to reports of hearing glass breaking in the area of G and First Street. Upon arrival, officers located the broken glass at the church and a subject inside. The subject attempted to flee but was captured by pursuing officers. The subject was booked into county jail for burglary, vandalism and resisting officers.
- On May 26th, officers responded to the 700 block of Lorna to serve an arrest warrant for child stealing out of Colorado. Officers were able to locate the subject and took him into custody. Colorado authorities told OPD officers that if we had custody of the children, we should release the subject that was arrested. Based on Colorado's request and CPS refusing to take custody of the children, the subject was released. Officers conducted a security check of the residence and determined the children were being cared for and were not in any current danger.
- On May 28th, officers were dispatched to investigate a subject trespassing in the Honda Hills area. When officers were taking the subject into custody he began resisting. Officers were able to overcome his resistance and he was booked into county jail for various violations.
- On May 28th, officers were dispatched to a local hotel to investigate theft from an inn keeper after the manager located a subject in one of the unrented rooms. Officers located the subject which was the same subject that had burglarized the church on May 26th He was booked into county jail.

SUPPORT SERVICES

- Detectives are currently investigating or assisting in the investigation of 19 active cases.
- Detectives are actively investigating a suspected child pornography case (OP21-965) and served several search warrants on the home, vehicle and storage unit. Numerous electronic devices have been seized and are awaiting forensic analysis. A Ramey Warrant has been issued.
- Detectives are currently working a missing person case. A search warrant has been written for the missing person's Facebook account and cell phone GEO location.
- Detectives continue to investigate the Motel 6 shooting that occurred on 4/16/2021. A photo line-up was served and a suspect has been identified. Ramey Warrants have been authored.

- Detectives assisted with a 1551 PC hearing.

EVENTS AND PROJECTS

- Staff continues to participate in Project Resolve meeting with county stakeholders and law enforcement executives within Stanislaus County.
- CALEA
- NIBRS
- CLETS Audit
- RIPA
- Communications Center
- PD Renovation
- Vigilant LPR
- FUSUS Real Time Crime Center (RTCC)

RECRUITMENT

- The department continues to maintain an approximate 90% staffing rate of full-time employees.
- Public Safety Dispatcher/Clerk Nina Grossi was promoted from part-time to full-time on May 5th.
- The Department continues to recruit full-time and part-time Public Safety Dispatcher/Clerks.
- The Department continues to recruit full-time and reserve Police Officers.
- The Department continues to recruit for the position of Police Services Coordinator.
- Dan Hilgen retired as Police Services Coordinator on May 4th.

EXTRODINARY CIRCUMSTANCES

The COVID-19 Pandemic has required sustained operation of the City Emergency Operation Center (EOC). As a result, many support staff members have been tasked with projects relating to the day-to-day monitoring and required documentation for the fully functioning EOC. Extra patrols, increased social media posts, community

engagement, and field contacts with business managers and owners have occurred to help to reassure the Oakdale community of their safety and security during this time. In addition, changes to the order continue to be monitored and information continues to be broadcasted accordingly.

ONGOING

Staff received the graffiti report for the month of May from the city's TAG (Team-up Against Graffiti) coordinator Mike Hancock. Mr. Hancock reported there were a total of eight incidents for the month of May, which is a slight increase over April. Notable incidents this month include the continuation of incidents (6) at the Community Park. There were no gang related graffiti incidents reported for the month of May. Graffiti patrols have been ramped back up in response to the increased number of incidents in recent months. Please note, graffiti occurring at the Community Park is now being reported to either TAG or to PD for reporting and abatement by Public Works. The details are now incorporated into the reporting for more inclusive city-wide view. A map showing graffiti incidents is attached (Attachment C).

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**OAKDALE POLICE DEPARTMENT**

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**INCIDENTS BY INCIDENT TYPE
MAY 2021****ATTACHMENT B**

06/11/2021

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
10-37	10-37 Susp Person	46
10-38	10-38 Susp Vehicle	60
10-44	10-44 Suicide/Attempt Suicide	8
10-48	10-48 Person Down	2
10-53	10-53 Missing Person	5
10-57D	10-57d Dead Animal	12
10-57I	10-57i Injured Animal	9
10-57S	10-57s Stray Animal	32
10-57V	10-57V Vicious Animal	5
10-60	10-60 Audible alarm	72
10-61	10-61 Silent Alarm	6
10-64S	10-64s Subpoena Service	11
10-64W	10-64w Warrant Service	4
10851	10851 VC Stolen Vehicle	5
10851R	10851R Recovered Stolen Veh	5
10852	10852 VC Vehicle Tampering	1
11-24	11-24 Abandoned Veh	20
11-25	11-25 Road Hazard	16
11-44	11-44 Unattended Death OR Suicide	4
11-79	11-79 Traff Coll - Ambulance ER	4
11-81	11-81 Traff Coll - Minor Injury	6
11-82	11-82 Traff Coll - Non Injury	16
11-83	11-83 Traff Coll - Unk details	6
11350	11350 HS Possession of a Controlled Substance	1
11377	11377 HS Felony Possession of HS	1
11378	11378 HS Possession for Sales	1
12500	12500 VC Unlicensed Driver	2
14601.1A	Drive w/License Suspended	2
14601.2A	Drive w/License suspended DUI	1
1551	1551 Fugitive Warrant Arrest	1
166.4	Contemp Disoby Crt Order	11
19-1 OCC	Poss open cont in public	2
20002	20002 VC Hit & Run	8
215	215 PC Carjacking	1
23103	23103 VC Reckless Driving	46
23152	23152 VC Driving Under Influence	13
240	240 PC Assault	1
242	242 PC Battery	4
245	245 PC Assault with Deadly Weapon	1
261	261 PC Rape	1
273.5	273.5 PC Domestic Violence	2
273.6	273.6 PC Viol of Ct Order	6
290	290 PC Sex Offender Registrant	7
3056	3056 Parole hold	1

**OAKDALE POLICE DEPARTMENT**

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**INCIDENTS BY INCIDENT TYPE
MAY 2021**

06/11/2021

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
30DAY	30 DAY HEARING	1
314	314 PC Indecent Exposure	2
370 PC	Public Nuisance	1
4000A	4000A VC Expired Registration	7
415	415 PC Disturbance	8
415E	415E PC Noise Disturbance	36
415F	415F PC Family Disturbance	5
415V	VERBAL ARGUMENT	26
417	417 PC Brandishing Weapon	1
422	422 PC Threaten crime:int:terrorize	1
459	459 PC Burglary	2
460	460 PC Burglary	7
484E PC	Theft of Access Card/Account Info	5
484G PC	Fraudulent Use of Access Card/Account Info	2
488	488 PC Petty Theft	26
5150	5150 WI Mentally Disabled	5
591	Injure Power Lines	1
594	594 PC Vandalism	19
602	602 PC Trespassing	13
647F	647F PC Public Intoxication	3
653M	653M PC Annoying Phone Calls	2
664/460	Attempt Burglary	1
911	911 Hang up	269
ANIMAL	Animal Incident	70
AOA	Assist Outside Agency	16
AREACK	Area Check	158
ARREST	Arrest	34
ASSIST	Public Assist	65
BARCK	Bar Check	4
BARK	Barking Dog Complaint	13
BITE	Animal Bite	5
BOL	BOL	34
C5	C5 Stake Out	7
C6	C6 Follow - up	16
CITE	Cite Sign Off	12
CIVIL	Civil Problem	14
COMP	Complaint	62
COP	COMMUNITY ORIENTED POLICING	2
CT ORD	Court Order	3
DTC	Delayed T/C	1
EMS	Emergency Med Srv	104
EVENT	SPECIAL EVENT	3
FGRASS	Grass Fire	1
FIRE	Fire, Non-specific	12

**OAKDALE POLICE DEPARTMENT****INCIDENTS BY INCIDENT TYPE
MAY 2021**

06/11/2021

INCIDENT TYPE	DESCRIPTION	NUMBER THIS TYPE
FLAG	Citizen Flag Down	9
FOOT	Foot Patrol	9
FPROP	Found Prop	14
GASLEAK	Gas Leak	4
GRAFFITI	Graffiti	6
HARASS	Harassment	4
HOME	Home Check	4
HS	Drug Activity	1
INFO	Information	90
JUVCOMP	Juvenile Complaint	11
LPROP	Lost Property	9
MOTORIST	Motorist Assist	2
NAME	Name Exchange Accident Rpt	5
OCC CK	OCC ENFORCEMENT	14
OTHER	Other - Unclassified	1
PED	Pedestrian Contact	22
PKG	Parking Comp	36
PPTOW	Private Property Tow	1
PREMCK	Premise Check	89
PUBLIC	Public Assist	3
PW	Public Works Detail	8
REPO	Repossessed Vehicle	5
SECK	Security/Welfare Check	57
SHOTS	Shots Fired	1
SMOKE	Smoke Check	3
SRO	School Resource Inc	8
SUPCIR	Susp Circ	81
THREAT	Threat Complaint	2
TRAFFIC	Special Traffic Enforcement	17
TRAINING	Training Assignment	5
TSTOP	Traffic Stop	191
VEHFIRE	Vehicle Fire	2
WARFRGN	Foreign Wmnt Proc	2
WARNEW	New Warrant	70
WARRANT	Warrant Arrest	10
XPTL	Extra Patrol	68
XRPT	Cross Report	1
Total Incidents		2412

