

**AGENDA  
CITY OF PATTERSON**



**CITY COUNCIL SPECIAL MEETING  
October 18, 2016  
6:00 p.m.**

**(Closed Session)**

**City Council Chambers  
1 Plaza  
Patterson, California**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (209) 895-8014. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

The agenda and supporting public documents are available for viewing in City Hall, Administration Department, 1 Plaza, 2<sup>nd</sup> Floor, Patterson, California. The agenda and supporting public documents are also available online on our City web site [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us) listed under Popular Links "Agenda Center" and listed under the "Upcoming Events Calendar" under the date of the meeting or please call or email the City Clerk at (209) 895-8014 or [cityclerk@ci.patterson.ca.us](mailto:cityclerk@ci.patterson.ca.us)

If you wish to be notified of future meetings, please subscribe to "Notify Me" listed under Popular Links on our City of Patterson web site [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)

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**NOTICE IS HEREBY GIVEN** that the City Council for the City of Patterson, California will hold a Special Closed Session Meeting on Tuesday, October 18, 2016 at 6:00 p.m. or shortly thereafter in the City Council Chambers, located at 1 Plaza, Patterson, California.

**1. Call to Order**

The City Council will adjourn to Closed Session to address the following:

- a. Conference with Legal Counsel, Anticipated Litigation – Significant Exposure to Litigation Pursuant to Paragraph (2) of Subsection (d) of California Government Code Section 54956.9 (1 case)

**2. Statements of Conflict**

**3. Items from the Public**

**Pursuant to Government Code Section 54954.3(a), members of the public wishing to address the City Council may do so at the beginning of the meeting, and such comments shall be limited to the closed section meeting topic.**

Any member of the audience desiring to address the Council regarding a matter on the agenda, please raise your hand or step to the podium at the time the item is announced by the Mayor. The public wishing to address the Council on items that do not appear on the agenda may do so; however, Council will take no action other than referring the item to staff for study and analysis and shall place item on a future agenda (Resolution 92-25)

In order that all interested parties have an opportunity to speak, any person addressing the Council will be limited to a maximum of five (5) minutes unless the Mayor grants a longer period of time (Resolution 92-25)

**4. Adjourn to Closed Session**

**5. Report from Closed Session (if any)**

**6. Adjournment**

**DECLARATION OF POSTING**

I, Maricela Vela, City Clerk of the City of Patterson, California do hereby declare that the foregoing notice was posted on the Bulletin Board at City Hall, 1 Plaza, Patterson, California on October 13, 2016.

The Agenda is also posted for public view on the Bulletin Boards of the Hammon Senior Center, 1033 W. Las Palmas, Patterson, the Patterson Branch Library, 46 N, Salado Avenue, Patterson, and the City of Patterson City Web Site [www.ci.patterson.ca.us](http://www.ci.patterson.ca.us)

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Maricela Vela, City Clerk  
City of Patterson  
Direct No. (209) 895-8014  
Email [cityclerk@ci.patterson.ca.us](mailto:cityclerk@ci.patterson.ca.us)

Date Posted: October 13, 2016

**AGENDA  
CITY OF PATTERSON**



**CITY COUNCIL REGULAR MEETING  
October 18, 2016  
7:00 p.m.**

**City Council Chambers  
1 Plaza  
Patterson, California**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (209) 895-8014. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

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- 1. Call to Order**
  - 2. Pledge of Allegiance**
  - 3. Statements of Conflict**
  - 4. Items from the Public**

Any member of the audience desiring to address the Council regarding a matter on the agenda, please raise your hand or step to the podium at the time the item is announced by the Mayor. The public wishing to address the Council on items that do not appear on the agenda may do so; however, Council will take no action other than referring the item to staff for study and analysis and shall place item on a future agenda (Resolution 92-25)

In order that all interested parties have an opportunity to speak, any person addressing the Council will be limited to a maximum of five (5) minutes unless the Mayor grants a longer period of time (Resolution 92-25)

## 5. Consent Calendar

**All items are approved by a single action. Any item may be removed from the Consent Calendar for separate discussion upon request from a member of the Public, Staff and/or Councilmember.**

- 5.1 Motion to Waive Readings - All Readings of Ordinances and Resolutions, Except by Title are hereby waived.
- 5.2 Approve City Council Meeting Minutes of September 20, 2016 ([View Report](#))
- 5.3 Approve City Department Reports for the Months of July 2016 thru September 2016 (Community Development, Fire, Public Works and Recreation & Community Services) ([View Report](#))
- 5.4 Approve City Commission Reports for the Month of September 2016 (Parks, Recreation & Beautification Commission, Planning Commission) ([View Report](#))
- 5.5 Approve Street Closure for City of Patterson Recreation Trunk or Treat Event on Monday, October 31, 2016 ([View Report](#))
- 5.6 Approve Resolution No. 2016-83, Approving the State Department of Transportation (State) Master Agreement Administering Agency-State Agreement No. 10-5244F15 and Authorize the City Manager to Execute the Agreement and all future documents for this agreement on the City's behalf ([View Report](#))
- 5.7 Second Amendment to Option and Lease Agreement between the City of Patterson and Sacramento Valley Limited Partnership (doing business as Verizon Wireless) located at 14811 Rogers Road (Resolution # 2016-84) ([View Report](#))
- 5.8 Approve Resolution No. 2016-85, Rejecting the Claim of William James Williams In the Amount of \$427.95 for Alleged Damages ([View Report](#))
- 5.9 Approve Resolution No. 2016-82, Rejecting the Claim of Jay Helmer In An Unknown Amount for Alleged Damages ([View Report](#))

## 6. Presentations

- 6.1 **Presentation:** Proclamation - National Breast Cancer Awareness Month October 2016 (Mayor Molina, Mayor Pro Tem Novelli)  
  
(Proclamation to be made available at the meeting)
- 6.2 **Presentation:** Stanislaus Animal Services Agency, Animal Services Annual Report Presentation – Annette Patton, Executive Director

- 6.3 Presentation:** Appointment & Oath of Office on New Patterson Fire Chief Jeff Gregory (Mayor Molina, City Clerk Vela)

**Mayor Molina Call for a Short Break**  
**(Reception for Patterson Fire Chief Gregory)**

**7. Council Items**

7.1 City Council Reports

Mayor Molina:

- StanCOG (Councilmember McCord Alternate)
- Stanislaus County Mayors Dinner
- Patterson/West Stanislaus Fire Services Committee  
(Councilmember Farinha 1<sup>st</sup> Alternate, Councilmember Novelli 2<sup>nd</sup> Alternate)
- Stanislaus County Disaster Council (Councilmember McCord Alternate)

Mayor Pro Tem Novelli:

- Patterson Representative – League of California Cities (LOCC)
- Stanislaus County Economic Development & Workforce “Alliance”  
(Councilmember Novelli Alternate)
- Economic Development Action Committee (EDAC)  
(Councilmember Novelli Alternate)

Councilmember Farinha:

- San Joaquin Air Pollution Control District – Valley-wide Special City Selection Committee (Councilmember Novelli Alternate)
- Stanislaus County Hazardous Waste Advisory Committee  
(Councilmember McCord Alternate)

Councilmember McCord:

- Westside Health Care Task Force

Councilmember La Torre:

7.2 Other Matters

**8. Adjournment**



## **5. CONSENT CALENDAR**



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager *KI*

**BY:** Maricela Vela, City Clerk

**MEETING DATE:** October 18, 2016

**ITEM NO:** 5.2

**SUBJECT:** Approve City Council Meeting Minutes of September 20, 2016.

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### RECOMMENDATION

Motion to approve the City Council Meeting Minutes of September 20, 2016.

City of Patterson  
City Council Special Meeting  
September 20, 2016  
Minutes  
(Closed Session)

**1. Call to Order**

The special (Closed Session) meeting of the City Council of the City of Patterson was called to order in City Hall, City Council Chambers, 1 Plaza, Patterson at 6:08 p.m. by Mayor Pro Tem Novelli.

Present: Councilmembers Farinha, La Torre and Mayor Pro Tem Novelli (3)

Staff: City Manager Irwin, City Attorney Hallinan (2)

Excused: Councilmember McCord and Mayor Molina (2)

Mayor Pro Tem Novelli announced that Mayor Molina would not be present tonight and that she would be conducting the meeting in his absence.

At this time, Mayor Pro Tem Novelli announced the items listed to be discussed in Closed Session and opened the items to public comments.

The City Council will adjourn to Closed Session to address the following:

- a. Fire Chief Appointment – Pursuant to Government Code Section 54957.
- b. Conference with Labor Negotiator per Government Code Section 54957.6.  
Agency Negotiator: Ken Irwin, City Manager. Employee Organization: Patterson Management & Mid-Management Employee Association (PMMEA)

**2. Statements of Conflict - none.**

**3. Items from the Public – there were no public comments.**

**4. Adjourn to Closed Session**

At 6:09 p.m. there being no public comments, the Patterson City Council adjourned to Closed Session.

**5. Report from Closed Session (if any)**

At 7:02 p.m. the Patterson City Council reconvened to open session and Mayor Pro Tem Novelli announced the following:

- a. In regards to Item A. The City Council voted 3-0 to confirm the City Manager's recommendation to appoint Interim Fire Chief Gregory as the City's new Fire Chief.
- b. In regards to Item B. Item was not addressed and was tabled to the next City Council meeting of October 4, 2016.

**6. Adjournment**

There being no further business, the special (Closed Session) meeting of the City Council of the City of Patterson of September 20, 2016 was adjourned at 7:03 p.m.

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Maricela Vela, City Clerk of the City of Patterson

City of Patterson  
City Council Regular Meeting  
September 20, 2016  
Minutes

**1. Call to Order**

The regular meeting of the City Council of the City of Patterson was called to order in City Hall, City Council Chambers, 1 Plaza, Patterson at 7:03 p.m. by Mayor Pro Tem Novelli.

Present: Councilmembers Farinha, La Torre and Mayor Pro Tem Novelli (3)

Staff: City Manager Irwin, City Attorney Hallinan, Fire Chief Gregory, Public Works Director Willett, Recreation & Community Services Director Flanders, Supervising Accountant Callum, City Planner Andrews, City Engineer Ulloa, Police Sgt. Clayton and City Clerk Vela (10)

Excused: Councilmember McCord, Mayor Molina, Human Resources Director Smith, Police Chief Dirkse (4)

**2. Pledge of Allegiance**

**3. Statements of Conflict - none.**

**4. Items from the Public**

James Hussar, 7<sup>th</sup> Grader, Patterson – addressed the City Council in regards to the Intersection at Ward, where the kids cross from school to get the homes across the street. Mr. Hussar requested for the City to install lighted crosswalks in the area. Mr. Hussar expressed concerns in regards to crossing from the High School across Ward to the Teen Center, requesting a crosswalk in the area a little closer to James Burke Street, the need for crosswalks in the area, no sidewalks in the area of Ward, also in the area of the Northmead neighborhood to downtown, S. 3<sup>rd</sup> Street area being a blind spot, because of the trees and the way the road is laid out, can't see the vehicles coming from Hwy. 33 and 2<sup>nd</sup> Street.

Mayor Pro Tem Novelli directed City Manager Irwin to review the item. City Manager Irwin stated the City was working on a couple of projects in the area that may address these concerns.

**5. Consent Calendar**

**All items are approved by a single action. Any item may be removed from the Consent Calendar for separate discussion upon request from a member of the Public, Staff and/or Councilmember.**

- 5.1 Motion to Waive Readings - All Readings of Ordinances and Resolutions, Except by Title are hereby waived.
- 5.2 Approval of City Council Meeting Minutes of August 16, 2016 and September 6, 2016.
- 5.3 Approve City Department Reports for the Month of August 2016 (Community Development, Public Works and Recreation & Community Services)
- 5.4 Approve City Commission Reports for the Month of August 2016 (Parks, Recreation & Beautification Commission and Planning Commission)

Councilmember Farinha moved to approve Consent Calendar Items 5.1 through 5.4. The motion was seconded by Councilmember La Torre and approved by a 3-0 roll call vote.

## 6. **Presentations and Public Hearings**

- 6.1 Presentation: National Hispanic Heritage Month  
September 15, 2016 – October 15, 2016  
(Mayor Molina)

Mayor Pro Tem Novelli announced the proclamation was tabled to the next regular City Council meeting.

- 6.2 Public Hearing: Properties to be Liened for Unpaid Mistletoe and Weed Abatements, Asbestos Demolition, Fire Demolition and Tree Stump Grinding (Resolution No. 2016-80) Lien Process

Supervising Accountant Callum reviewed her staff report.

At 7:11 p.m. Mayor Pro Tem Novelli opened the Public Hearing to public comments. There were no public comments.

Councilmember Farinha moved to approve Resolution No. 2016-80. The motion was seconded by Councilmember La Torre and approved by a 3-0 roll call vote.

## 7. **City Staff Reports**

### **City Manager**

Adopt Resolution No. 2016-81, Authorizing the City Manager to Enter Into a New Municipal Advisory Services Agreement with Del Rio Advisors, LLC.

City Manager Irwin reviewed his staff report.

At 7:14 p.m. Mayor Pro Tem Novelli opened the item to public comments. There were no public comments.

Councilmember Farinha moved to approve Resolution No. 2016-81. The motion was seconded by Councilmember La Torre and approved by a 3-0 roll call vote.

## 8. Council Items

### 8.1 City Council Reports

Mayor Molina – nothing to report on items.

- StanCOG (Councilmember McCord Alternate)
- Stanislaus County Mayors Dinner
- Patterson/West Stanislaus Fire Services Committee  
(Councilmember Farinha 1<sup>st</sup> Alternate, Councilmember Novelli 2<sup>nd</sup> Alternate)
- Stanislaus County Disaster Council (Councilmember McCord Alternate)

Mayor Pro Tem Novelli:

- Patterson Representative – League of California Cities (LOCC) - attending Conference in October.
- Stanislaus County Economic Development & Workforce “Alliance”  
(Councilmember Novelli Alternate) – nothing to report.
- Economic Development Action Committee (EDAC)  
(Councilmember Novelli Alternate) – nothing to report.

Mayor Pro Tem Novelli addressed the following:

- Recommended for everyone to read the ballots/measures in this November 2016 Election.
- The Initiative on the November 2016 Election to legalizing marijuana.
- Recommended for everyone to please vote.
- Senior Awareness Day, September 21, 2016 from 3-4:30 p.m. at the Hammon Senior Center.

Councilmember Farinha – nothing to report on items.

- San Joaquin Air Pollution Control District – Valley-wide Special City Selection Committee (Councilmember Novelli Alternate)
- Stanislaus County Hazardous Waste Advisory Committee  
(Councilmember McCord Alternate)

Councilmember McCord – nothing to report on item.

- Westside Health Care Task Force

Councilmember La Torre:

Councilmember La Torre addressed this year’s Biggest Loser Contest, nine different municipalities/agencies participating, City has a team of 10 people and contest is half way done. Councilmember La Torre stated he had lost 11 to 12 pounds. Mr. La Torre encouraged dieting to improve your health.

### 8.2 Other Matters – none.

**9. Adjournment**

There being no further business, the regular meeting of the City Council of the City of Patterson of September 20, 2016 was adjourned at 7:17 p.m.

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Maricela Vela, City Clerk of the City of Patterson



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager *KI*

**MEETING DATE:** October 18, 2016

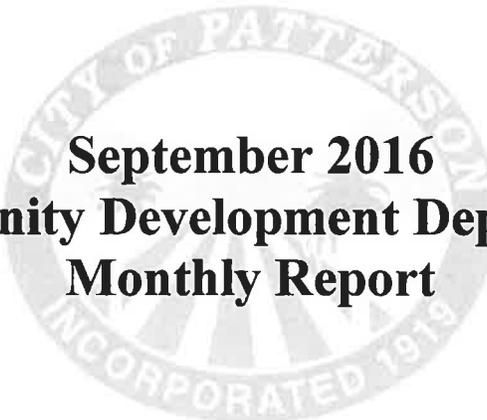
**ITEM NO:** 5.3

**SUBJECT:** Approve City Department Reports for the Months of July 2016 thru September 2016 (Community Development, Fire, Public Works and Recreation & Community Services)

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### RECOMMENDATION

Motion to approve the City Department Reports for the Months of July 2016 thru September 2016 (Community Development, Fire, Public Works and Recreation & Community Services)



**September 2016  
Community Development Department  
Monthly Report**

The following information is provided as an update regarding the Planning and Housing Division activities during the month of September and updates for previously approved projects.

**Planning Commission Meetings**

On September 22, 2016, the Planning Commission held a meeting to consider the following items:

**1. City Tree Program**

A presentation regarding previous and ongoing actions taken related to the City's tree programs. No action was taken on this item.

**2. Walmart**

A review of concerns presented by citizens related to the operation of the Wal-Mart Center. This item was continued to the October 27<sup>th</sup> Planning Commission meeting.

**3. Conditional Use Permit #15-05, Harmony Massage, 600 N. 2<sup>nd</sup> Street, Ste. 2**

Review of a massage establishment at 600 N. 2<sup>nd</sup> Street, Ste #2 in the GC, General Commercial district. Massage establishments require a Conditional Use Permit within the GC District. The Planning Commission voted 4-0 to allow continued with operation under the use permit without any further planned review hearings.

The next Planning Commission meetings are scheduled for October 13<sup>th</sup> and 27<sup>th</sup> at 7:00 PM.

**Housing Element Update**

The Housing Element has been adopted and certified by the State Department of Housing and Community Development.

**Master Plan Update**

Staff continues to work with consultants on the Parks and Recreation, Storm Drain, Transportation, and Water Master Plans.

**Status update for major projects approved during 2016**

*Architectural & Site Plan Reviews*

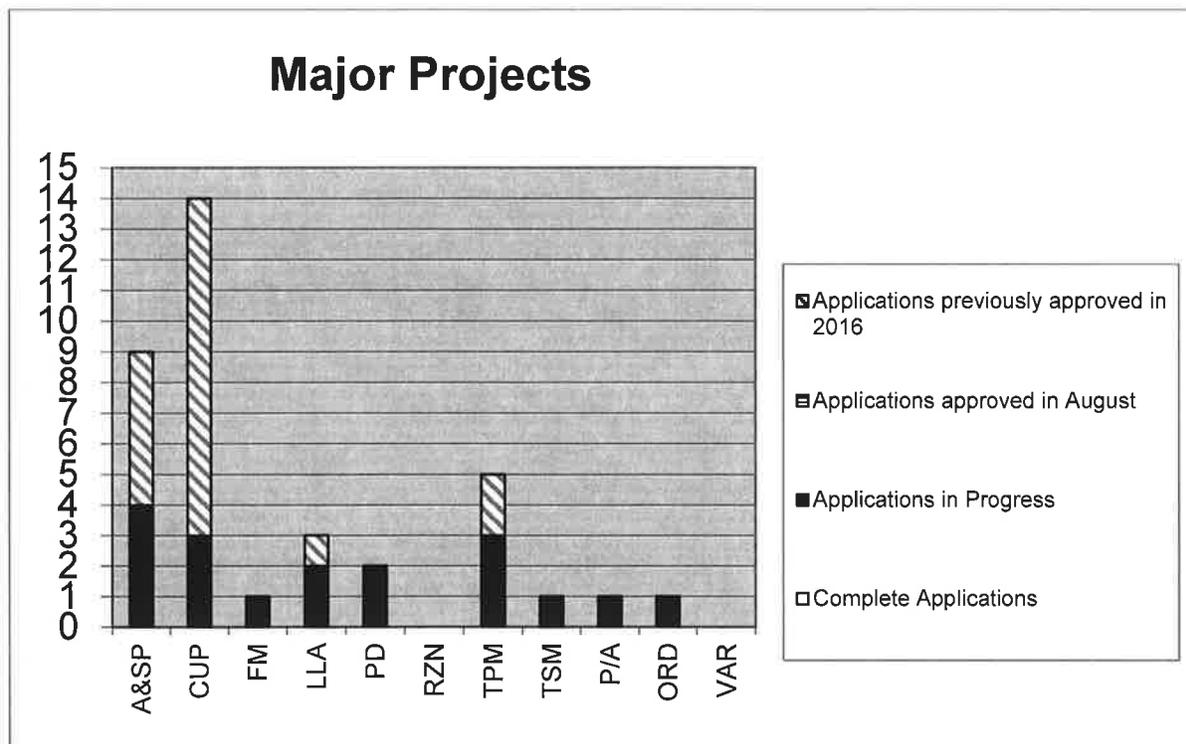
- A&SP #15-03, CUP #15-06, Patterson Mobil, NE corner of Rogers Road and Annamarie Avenue – Submitted building permit application
- A&SP #15-06, CUP #15-08, Patterson Gas, NE corner of Rogers Road and Speno Drive – Submitted building permit application
- A&SP #16-01, CUP #16-02, TPM #16-01, Flying J Travel Center, NE corner of Sperry Avenue and Park Center Drive – Site work underway
- A&SP #16-02, Cuts Unlimited Roll Up Security Door, 40 S. 3<sup>rd</sup> Street – Installed, awaiting mural
- A&SP #16-03, CUP #16-04, Lot Line Adjustment #16-01, Negative Declaration #16-01, Les Schwab Tire Center, North of Sperry, approximately 750 feet east of Ward Avenue – Submitted building permit application
- A&SP #16-04, CUP #16-08, Flores Excavation and Demolition, Inc., 317 S. 2<sup>nd</sup> St. - Approved

*Conditional Use Permits*

- CUP #16-01, Somos Un Mundo Daycare, 102 Jersey Lane – Approved
- CUP #16-03, Lucky Pan Brenda’s Pupuseria, 401 N. 1<sup>st</sup> Street – Approved
- CUP #16-05, Taqueria Barajas, 101 E. Las Palmas Avenue – Approved
- CUP #16-06, Little Angels Dual Language Childcare, 250 E Street – Approved
- CUP #16-07, Joe’s Landscaping & Concrete, Inc. (Concrete Batch Plant), 100 S. 2<sup>nd</sup> St. – Approved

*Tentative Parcel Maps*

- TPM #15-01, Arthur & Frances Filice, 261 Olive Avenue – Approved



A&SP	Architectural & Site Plan Review	RZN	General Plan Amendment/Rezone
CUP	Conditional Use Permit	TPM	Tentative Parcel Maps
FM	Final Map	TSM	Vesting Tentative Maps

LLA	Lot Line Adjustment	P/A	Prezone/Annexation
PD	Planned Development	ORD	Zoning Ordinances/Amendments
		VAR	Variance

## Status update for projects approved in previous years

- Joe's Landscape and Concrete Supply – A&SP #14-02, SE corner of W. Las Palmas Ave and Hwy 33 – Received Temporary Occupancy
- Sealake Plastic Recycling – CUP #14-01, SE corner of 1<sup>st</sup> St. and Sperry Ave. - Approved
- Prime Shine Carwash - CUP #14-08, A&SP #14-04, LLA #14-02, North of Sperry, East of Ward – Site work underway
- Westridge Business Park Amendment PD 07-02, A&SP 10-01, and DA 10-02 – Flying J under construction
- Patterson Logistics Center – PD 09-02, VTPM 09-01, DA 09-01, ND 10-03, A&SP 12-05 – Approved
- The Villages of Patterson – PD 05-04, Pre-zone/Annexation 05-02, General Plan Amendment/ Rezone 05-01, TSM's 06-03 "A" & 06-04 "B" – Approved
- Ivy Terrace (formerly La Paloma Condos) AR 04-05 – Ivy Ave and Hwy 33 – Third phase in process
- C&M Transmissions CUP 09-04 – 319 S. 1<sup>st</sup> Street – Site work underway
- Recreation and Community Services Office, NW corner of Sperry and Ward Avenues – Complete
- Keystone Corporation Maintenance & Warehouse Building, A&SP #15-04- SW corner of Keystone Pacific Pkwy and Park Center Dr. – Complete
- Floragold Cell Tower, CUP #15-01, Variance #15-01, west of Baldwin Road, North of Keystone Pacific Parkway - Complete

### *Suspended:*

- Arco/ AM/PM - CUP #11-02 – Applicant delay
- Ramos Medical Buildings – A&SP 08-02, TPM 08'-04 – Ramos Medical Buildings, 1108 Ward Avenue – Applicant delay
- Patterson Business Park – PD 07-05 – 501 N. 1<sup>st</sup> Street & M Street – Applicant Delay
- Greenville LLC/BKE Investments, LLC – TPM 07-06 – 14601 N. 1<sup>st</sup> Street – Deferred by applicant
- Patterson Commons Townhomes – Applicant delay
- Magnolia Green Townhomes A&SP 07-01 – Applicant delay
- McShane Companies A&SP 07-04 (Phase 3) – Approved
- Patterson Housing PD 06-01 – Approved

## Major Subdivisions

Wilding Ranch – Approximately 70 percent complete

Patterson Gardens – Approximately 85 percent complete

## Housing Projects and Programs

- CDBG: 4<sup>th</sup> Street Infrastructure Project Phase II – Project completed. Preliminary work on 5<sup>th</sup> Street Infrastructure project expected to begin soon.
- HOME: City Staff continues to work with First-time Homebuyer Applicants seeking loan approvals.

Patterson Fire Department  
July 2016  
Hydrant Inspections



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District - No District Entered	2
District No. - E	29
District No. - F	8
District No. - G	38
District No. - H	37
District No. - I	58
District No. - J	56

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Total: 228

# Patterson Fire Department



## Incident Type Count Report

Date Range: From 7/1/2016 To 7/31/2016

Selected Station(s): All

### Incident

<u>Type</u>	<u>Description</u>	<u>Count</u>	
<b>Station: 01</b>			
100 - Fire, other		1	0.66%
111 - Building fire		1	0.66%
113 - Cooking fire, confined to container		1	0.66%
131 - Passenger vehicle fire		1	0.66%
140 - Natural vegetation fire, other		2	1.32%
154 - Dumpster or other outside trash receptacle fire		1	0.66%
<b>Total - Fires</b>		<b>7</b>	<b>5.88%</b>
<b>3 - Rescue &amp; Emergency Medical Service Incidents</b>			
300 - Rescue, emergency medical call (EMS) call, other		1	0.66%
311 - Medical assist, assist EMS crew		64	42.38%
321 - EMS call, excluding vehicle accident with injury		15	9.93%
322 - Vehicle accident with injuries		1	0.66%
323 - Motor vehicle/pedestrian accident (MV Ped)		3	1.99%
324 - Motor vehicle accident with no injuries		1	0.66%
352 - Extrication of victim(s) from vehicle		1	0.66%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>87</b>	<b>73.11%</b>
<b>400 - Hazardous condition, other</b>			
400 - Hazardous condition, other		1	0.66%
<b>411 - Gasoline or other flammable liquid spill</b>			
411 - Gasoline or other flammable liquid spill		2	1.32%
<b>Total - Hazardous Conditions (No fire)</b>		<b>3</b>	<b>2.52%</b>
<b>510 - Person in distress, other</b>			
510 - Person in distress, other		2	1.32%
<b>542 - Animal rescue</b>			
542 - Animal rescue		1	0.66%
<b>550 - Public service assistance, other</b>			
550 - Public service assistance, other		1	0.66%
<b>553 - Public service</b>			
553 - Public service		1	0.66%
<b>Total - Service Call</b>		<b>5</b>	<b>4.20%</b>
<b>611 - Dispatched &amp; cancelled en route</b>			
611 - Dispatched & cancelled en route		5	3.31%
<b>611E - EMS: Dispatched &amp; cancelled en route</b>			
611E - EMS: Dispatched & cancelled en route		1	0.66%
<b>Total - Good Intent Call</b>		<b>6</b>	<b>5.04%</b>
<b>714 - Central station, malicious false alarm</b>			
714 - Central station, malicious false alarm		1	0.66%
<b>730 - System malfunction, other</b>			
730 - System malfunction, other		2	1.32%
<b>733 - Smoke detector activation due to malfunction</b>			
733 - Smoke detector activation due to malfunction		2	1.32%
<b>735 - Alarm system sounded due to malfunction</b>			
735 - Alarm system sounded due to malfunction		2	1.32%
<b>743 - Smoke detector activation, no fire - unintentional</b>			
743 - Smoke detector activation, no fire - unintentional		1	0.66%
<b>744 - Detector activation, no fire - unintentional</b>			
744 - Detector activation, no fire - unintentional		1	0.66%
<b>745 - Alarm system sounded, no fire - unintentional</b>			
745 - Alarm system sounded, no fire - unintentional		2	1.32%
<b>Total - Fals Alarm &amp; False Call</b>		<b>11</b>	<b>9.24%</b>
<b>Total for Station</b>		<b>119</b>	<b>78.81%</b>
<b>Station: 02</b>			
<b>111 - Building fire</b>			
111 - Building fire		1	0.66%
<b>140 - Natural vegetation fire, other</b>			
140 - Natural vegetation fire, other		1	0.66%
<b>Total - Fires</b>		<b>2</b>	<b>6.25%</b>
<b>311 - Medical assist, assist EMS crew</b>			
311 - Medical assist, assist EMS crew		4	2.65%

**Incident**

<b><u>Type</u></b>	<b><u>Description</u></b>	<b><u>Count</u></b>	
<b>Station: 02 - (Continued)</b>			
321	- EMS call, excluding vehicle accident with injury	15	9.93%
322	- Vehicle accident with injuries	1	0.66%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>20</b>	<b>62.50%</b>
561	- Unauthorized burning	1	0.66%
<b>Total - Service Call</b>		<b>1</b>	<b>3.13%</b>
611	- Dispatched & cancelled en route	2	1.32%
<b>Total - Good Intent Call</b>		<b>2</b>	<b>6.25%</b>
711	- Municipal alarm system, malicious false alarm	1	0.66%
731	- Sprinkler activation due to malfunction	1	0.66%
735	- Alarm system sounded due to malfunction	3	1.99%
744	- Detector activation, no fire - unintentional	1	0.66%
745	- Alarm system sounded, no fire - unintentional	1	0.66%
<b>Total - Fals Alarm &amp; False Call</b>		<b>7</b>	<b>21.88%</b>
<b>Total for Station</b>		<b>32</b>	<b>21.19%</b>
		<b>151</b>	<b>100.00%</b>

Patterson Fire Department  
July 2016  
Inspections / Re-inspections



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**Station: No Station Assigned**

PLAN REVIEW - Building	1
PLAN REVIEW - Other	1
PLAN REVIEW - Sprinkler System	1

**Station; 01**

INSPECTION - Annual Engine Company	10
INSPECTION - Business License	1
INSPECTION - Sprinkler System	2
INSPECTION - Underground Fire Line	2
PLAN REVIEW - Architectual	1
PLAN REVIEW - Sprinkler System	3
RE-INSPECTION - Annual FPB	2

**Station; 02**

	1
INSPECTION - Annual Engine Company	1
INSPECTION - Building	1

**Total: 27**

**Patterson Fire Department**  
**July 2016 Training**



Assignment	Hours
AED user video	5
Aerial Ladder	2
Basic Firefighter skill	6
CA Local Agency Ethics (AB 1234)	3
Clinical Bulletin 2016 08 EtCO2 Cannulas	9
Company Training Documentation	100
Driver Training	5
Driver Training Documentation	1
EMS Airway Management Advanced (2 hours)	1
EMS Allergies and Anaphylaxis Basic	1
EMS Aquatic Emergencies	1
EMS Asthma Advanced	1
EMS Bleeding and Shock Basic	3
EMS Capnography	1
EMS Cardiac Emergencies Basic	4
EMS Cardiovascular Anatomy & Physiology Review	10
EMS Diet & Nutrition	1
EMS Medical Extrication & Rescue	1
EMS Module	6
EMS Non-Traumatic Chest Pain	2
EMS Operating an AED	2
EMS Supplemental Oxygen	1
EMT and Paramedic skills	2
Engine Company Operations	6
Fire Pump	1
Fire Suppression	6
First Responder Operations Level Refresher (MOD #1)	1
First Responder Operations Level Refresher (MOD #2)	1
Forcible Entry / Door prop	3
Freeway Response TIM program	3
General HIPAA Awareness	9
Hazardous Materials	1
Master Stream using Portable Base	1
NFPA 1021 Government Structure	1
NFPA 1021 Incident Scene Management	2
NFPA 1021 Information Management	1
NFPA 1021 Leadership as a Group Influence	1
NFPA 1500 Confined Space Entry	2
October 2015 Volunteer Meeting Minutes	2
Pre/Post Incident	2
RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	4
RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	5
RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	5
RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	5
S-190 Introduction to Wildland Fire Behavior (MOD #3)	1
SCBA	31
Trenching & Shoring	9
Vehicle Repair	2
11/1/2015	2
<b>Grand Total</b>	<b>275</b>

# City of Patterson Fire Department Code Enforcement Division



## Case Activity for the Month of July 2016

### Monthly Activity Overview

<b>Activity Overview</b>	<b>Total</b>
New Cases	155
Closed Cases	145
Open Cases at start of period	31
Open Cases at end of period	41

### Violation Activity

<b>New Violations Cited</b>	<b>Total</b>
Abandoned, Dismantled or Public Nuisance Vehicle(s)	1
Accumulation of Garbage, Junk and Debris	1
Construction Without a Permit	1
Failure to Provide Garbage Service	1
Lack of Water Service	1
Overgrown Weeds and or Vegetation	1
Swimming Pool Fence Required	1
Unlawful Parking in Landscaped Areas	1
Unsafe Structure(s) due to Fire Damage or Other Type of Structural Damage	1
Unsecured Vacant Structure	1
Violation of Home Occupation Use Permit	1
Graffiti Violation	155
<b>Other Activity</b>	<b>Total</b>
Maintenance of Fire Hydrants (Paint)	17

Patterson Fire Department  
August 2016  
Hydrant Inspections



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District No. - E 22

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District No. - G 25

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District No. - I 16

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District No. - J 1

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District No. - K 1

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Total: 65

# Patterson Fire Department



## Incident Type Count Report

Date Range: From 8/1/2016 To 8/31/2016

Selected Station(s): All

### Incident

<u>Type</u>	<u>Description</u>	<u>Count</u>	
<b>Station: 01</b>			
118	Trash or rubbish fire, contained	1	0.83%
131	Passenger vehicle fire	1	0.83%
151	Outside rubbish, trash or waste fire	2	1.67%
154	Dumpster or other outside trash receptacle fire	2	1.67%
<b>Total - Fires</b>		<b>6</b>	<b>6.12%</b>
311	Medical assist, assist EMS crew	61	50.83%
321	EMS call, excluding vehicle accident with injury	17	14.17%
322	Vehicle accident with injuries	2	1.67%
324	Motor vehicle accident with no injuries	1	0.83%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>81</b>	<b>82.65%</b>
444	Power line down	1	0.83%
<b>Total - Hazardous Conditions (No fire)</b>		<b>1</b>	<b>1.02%</b>
611	Dispatched & cancelled en route	3	2.50%
651	Smoke scare, odor of smoke	1	0.83%
<b>Total - Good Intent Call</b>		<b>4</b>	<b>4.08%</b>
700	False alarm or false call, other	1	0.83%
733	Smoke detector activation due to malfunction	1	0.83%
735	Alarm system sounded due to malfunction	1	0.83%
740	Unintentional transmission of alarm, other	1	0.83%
743	Smoke detector activation, no fire - unintentional	1	0.83%
<b>Total - Fals Alarm &amp; False Call</b>		<b>5</b>	<b>5.10%</b>
911	Citizen complaint	1	0.83%
<b>Total - Special Incident Type</b>		<b>1</b>	<b>1.02%</b>
<b>Total for Station</b>		<b>98</b>	<b>81.67%</b>
<b>Station: 02</b>			
142	Brush, or brush and grass mixture fire	1	0.83%
<b>Total - Fires</b>		<b>1</b>	<b>4.76%</b>
300	Rescue, emergency medical call (EMS) call, other	1	0.83%
311	Medical assist, assist EMS crew	2	1.67%
321	EMS call, excluding vehicle accident with injury	10	8.33%
322	Vehicle accident with injuries	1	0.83%
324	Motor vehicle accident with no injuries	1	0.83%
342	Search for person in water	1	0.83%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>16</b>	<b>76.19%</b>
551	Assist police or other governmental agency	1	0.83%
<b>Total - Service Call</b>		<b>1</b>	<b>4.76%</b>
611	Dispatched & cancelled en route	1	0.83%
<b>Total - Good Intent Call</b>		<b>1</b>	<b>4.76%</b>
7	False Alarm & False Call	1	0.83%

**Incident**

<b><u>Type</u></b>	<b><u>Description</u></b>	<b><u>Count</u></b>	
<b>Station: 02 - (Continued)</b>			
711 - Municipal alarm system, malicious false alarm		1	0.83%
<b>Total - Fals Alarm &amp; False Call</b>		<b>2</b>	<b>9.52%</b>
<b>Total for Station</b>		<b>21</b>	<b>17.50%</b>
<b>Station: 03</b>			
140 - Natural vegetation fire, other		1	0.83%
<b>Total - Fires</b>		<b>1</b>	<b>100.00%</b>
<b>Total for Station</b>		<b>1</b>	<b>0.83%</b>
		<b>120</b>	<b>100.00%</b>

Patterson Fire Department  
August 2016  
Inspections / Re-inspections



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**Station: No Station Assigned**

INSPECTION - Sprinkler System	3
INSPECTION - Underground Fire Line	1
PLAN REVIEW - Fire Alarm	1
PLAN REVIEW - Fire Protection	1
PLAN REVIEW - Sprinkler System	2
RE-INSPECTION - Business License	1

**Station; 01**

	1
INSPECTION - Annual Engine Company	7
INSPECTION - Annual FPB	1
INSPECTION - Business License	2
INSPECTION - Sprinkler System	9
INSPECTION - State	2
INSPECTION - Underground Fire Line	1
PLAN REVIEW - Building	1
PLAN REVIEW - Sprinkler System	2
RE-INSPECTION - Annual Engine Company	3

**Station; 02**

PLAN REVIEW - Fire Alarm	1
RE-INSPECTION - Annual Engine Company	2

Station; 02 - (Continued)

Total: 41

**Patterson Fire Department  
August 2016 Training**



<b>Assignment</b>	<b>Hours</b>
12 Lead Transmission Refocused Training for MVEMSA providers	4
AED user video	3
Aerial Ladder	2
Back Injury Prevention	11
Basic Firefighter skill	3
CA Local Agency Ethics (AB 1234)	4
Clinical Bulletin 2016 #12 Code-Stat Transmission Enforcement	4
Clinical Bulletin 2016 #10 Macro Drip Sets	3
Clinical Bulletin 2016 #7 &ndash; Syncing LIFEPAK data to Zoll ePCR	2
Clinical Bulletin 2016 #8 EtCO2 Cannulas	2
Clinical Bulletin 2016 #9 Pedi Bag Reorganization	2
Clinical Bulletin 2016 08 EtCO2 Cannulas	9
Company Training Documentation	134
Driver Training	3
Driver Training Documentation	5
Emergency Ops	2
EMS Allergies and Anaphylaxis Basic	2
EMS Aquatic Emergencies	3
EMS Bleeding and Shock Basic	4
EMS Bomb Blast Injuries Advanced	1
EMS Cardiac Emergencies Basic	2
EMS Cardiovascular Anatomy & Physiology Review	3
EMS Common Infectious Pathogens	7
EMS Crime Scene Awareness	1
EMS Methamphetamine	1
EMT and Paramedic skills	1
Fire Prevention	2
Fleet Program Adjusting to Changing Conditions for Emergency Vehicle Operators	1
Fleet Program Emergency Vehicle Characteristics	5
Forcible Entry / Door prop	1
Forcible Entry Operations	3
General HIPAA Awareness	8
Hazardous Materials	1
Hose	1
Hydrants/Streets, Water Supply	6
Management/Administration	14
NFPA 1021 Incident Scene Management	1
NFPA 1021 Information Management	3
NFPA 1021 Legal Responsibilities and Liabilities	3
NFPA 1500 Confined Space Entry	5
Pre/Post Incident	2
Pre-Incident training	1
RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2
RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2
RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	1
SCBA	40
Technical Rescue	2
Trenching & Shoring	5
Vehicle Repair	2
<b>Grand Total</b>	<b>329</b>

# City of Patterson Fire Department Code Enforcement Division



## Case Activity for the Month of August 2016

### Monthly Activity Overview

<b>Activity Overview</b>	<b>Total</b>
New Cases	162
Closed Cases	177
Open Cases at start of period	41
Open Cases at end of period	26

### Violation Activity

<b>New Violations Cited</b>	<b>Total</b>
Abandoned, Dismantled or Public Nuisance Vehicle(s)	1
Accumulation of Garbage, Junk and Debris	1
Other	1
Unlawful Parking in Landscape Areas	2
Graffiti Violation	159

<b>Other Activity</b>	<b>Total</b>
Maintenance of Fire Hydrants (Paint)	20

Patterson Fire Department  
September 2016  
Hydrant Inspections



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District No. - E 22

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District No. - G 25

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District No. - I 16

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District No. - J 1

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District No. - K 1

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Total: 65

# Patterson Fire Department



## Incident Type Count Report

Date Range: From 9/1/2016 To 9/30/2016

Selected Station(s): All

### Incident

<u>Type</u>	<u>Description</u>	<u>Count</u>	
<b>Station: 01</b>			
100 - Fire, other		1	0.85%
111 - Building fire		3	2.56%
131 - Passenger vehicle fire		2	1.71%
140 - Natural vegetation fire, other		1	0.85%
<b>Total - Fires</b>		<b>7</b>	<b>8.43%</b>
311 - Medical assist, assist EMS crew		47	40.17%
321 - EMS call, excluding vehicle accident with injury		13	11.11%
322 - Vehicle accident with injuries		2	1.71%
324 - Motor vehicle accident with no injuries		4	3.42%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>66</b>	<b>79.52%</b>
511 - Lock-out		1	0.85%
550 - Public service assistance, other		1	0.85%
551 - Assist police or other governmental agency		1	0.85%
<b>Total - Service Call</b>		<b>3</b>	<b>3.61%</b>
611 - Dispatched & cancelled en route		1	0.85%
611E - EMS: Dispatched & cancelled en route		2	1.71%
651 - Smoke scare, odor of smoke		1	0.85%
<b>Total - Good Intent Call</b>		<b>4</b>	<b>4.82%</b>
733 - Smoke detector activation due to malfunction		1	0.85%
743 - Smoke detector activation, no fire - unintentional		1	0.85%
745 - Alarm system sounded, no fire - unintentional		1	0.85%
<b>Total - Fals Alarm &amp; False Call</b>		<b>3</b>	<b>3.61%</b>
<b>Total for Station</b>		<b>83</b>	<b>70.94%</b>
<b>Station: 02</b>			
100 - Fire, other		1	0.85%
143 - Grass fire		1	0.85%
<b>Total - Fires</b>		<b>2</b>	<b>5.88%</b>
311 - Medical assist, assist EMS crew		8	6.84%
321 - EMS call, excluding vehicle accident with injury		18	15.38%
<b>Total - Rescue &amp; Emergency Medical Service Incidents</b>		<b>26</b>	<b>76.47%</b>
400 - Hazardous condition, other		1	0.85%
44 - Electrical wiring/equipment problem		1	0.85%
<b>Total - Hazardous Conditions (No fire)</b>		<b>2</b>	<b>5.88%</b>
542 - Animal rescue		1	0.85%
551 - Assist police or other governmental agency		1	0.85%
<b>Total - Service Call</b>		<b>2</b>	<b>5.88%</b>
736 - CO detector activation due to malfunction		2	1.71%
<b>Total - Fals Alarm &amp; False Call</b>		<b>2</b>	<b>5.88%</b>
<b>Total for Station</b>		<b>34</b>	<b>29.06%</b>

Incident  
Type      Description

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Count

117      100.00%

Patterson Fire Department  
September 2016  
Inspection / Re-Inspections



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**Station: No Station Assigned**

INSPECTION - Sprinkler System	3
INSPECTION - Underground Fire Line	1
PLAN REVIEW - Fire Alarm	1
PLAN REVIEW - Fire Protection	1
PLAN REVIEW - Sprinkler System	2
RE-INSPECTION - Business License	1

**Station; 01**

	1
INSPECTION - Annual Engine Company	7
INSPECTION - Annual FPB	1
INSPECTION - Business License	2
INSPECTION - Sprinkler System	9
INSPECTION - State	2
INSPECTION - Underground Fire Line	1
PLAN REVIEW - Building	1
PLAN REVIEW - Sprinkler System	2
RE-INSPECTION - Annual Engine Company	3

**Station; 02**

PLAN REVIEW - Fire Alarm	1
RE-INSPECTION - Annual Engine Company	2

Station; 02 - (Continued)

Total: 41



Assignment	Sum of Duration (hours)
12 Lead Transmission Refocused Training for MVEMSA providers	2
Back Injury Prevention	8
CA Local Agency Ethics (AB 1234)	2
Chapter 13 Advancing Hoselines	48
Clinical Bulletin 2016 #12 Code-Stat Transmission Enforcement	4
Clinical Bulletin #14 In-line nebulizers	2
Clinical Bulletin 2016 #10 Macro Drip Sets	2
Clinical Bulletin 2016 #7 &dash; Syncing LIFEPAK data to Zoll ePCR	3
Clinical Bulletin 2016 #8 EtCO2 Cannulas	3
Clinical Bulletin 2016 #9 Pedi Bag Reorganization	3
Clinical Bulletin 2016 08 EtCO2 Cannulas	6
Company Training Documentation	69.5
Driver Training	6.25
Driver Training Documentation	11.75
Emergency Ops	2.5
EMS Airway Management Advanced (2 hours)	2
EMS Altered Mental Status Advanced	1
EMS Burn Management Basic	2
EMS Capnography	1
EMS CNS Injuries Advanced	1
EMS Common Infectious Pathogens	4
EMS Crime Scene Awareness	18
EMS Pediatric Assessment	1
EMT and Paramedic skills	1
First Responder Operations Level Refresher (MOD #1)	24
Fleet Program Adjusting to Changing Conditions for Emergency Vehicle Operators	1
Fleet Program Emergency Vehicle Characteristics	3
Forcible Entry / Door prop	1
General HIPAA Awareness	4
Haz Mat Incident Commander	32
Hydrants/Streets, Water Supply	3.75
LARRO	2
Master Stream using Portable Base	1
NFPA 1001 Forcible Entry into a Structure	1
NFPA 1001 Portable Extinguishers	1
NFPA 1021 Information Management	3
NFPA 1021 Legal Responsibilities and Liabilities	4
NFPA 1500 Confined Space Entry	2
Pit crew CPR	15
Pre-Incident training	3
RT-130: Annual Wildland Fire Safety Refresher (MOD #1)	2
RT-130: Annual Wildland Fire Safety Refresher (MOD #2)	2
RT-130: Annual Wildland Fire Safety Refresher (MOD #3)	2
RT-130: Annual Wildland Fire Safety Refresher (MOD #4)	2
SCBA	1.75
Scott SCBA documentation	2
Technical Rescue	6
Trenching & Shoring	3
<b>Grand Total</b>	<b>325.5</b>

# City of Patterson Fire Department Code Enforcement Division



## Case Activity for the Month of September 2016

### Monthly Activity Overview

<b>Activity Overview</b>	<b>Total</b>
New Cases	141
Closed Cases	134
Open Cases at start of period	26
Open Cases at end of period	33

### Violation Activity

<b>New Violations Cited</b>	<b>Total</b>
Abandoned, Dismantled or Public Nuisance Vehicle(s)	3
Accumulation of Garbage, Junk and Debris	3
Business Without a License	1
Fences, Walls and Hedges	1
Overgrown Vegetation, Weeds, and or Other Vegetation	1
Parking in Interior Yard Without Curb-Cut	1
Unlawful Parking in Landscape Areas	5
Graffiti Violation	127
	1659 Sqft.
<b>Other Activity</b>	<b>Total</b>
Maintenance of Fire Hydrants (Paint)	18

**DEPARTMENT OF PUBLIC WORKS**  
**“Public Works – Improving Your Quality of Life”**



**MONTHLY STAFF REPORT**  
**September 2016**

**Administration & Environmental Compliance Division**

- The Water Rate Study kick off meeting was held. The Master Plan is closer to completion and staff has started collecting some of the data. The Water Master Plan consultant is continuing to work on the Capital Improvement Plan (CIP). Staff will meet with Council to present the draft study/proposed rates within the next few months.
- Council has approved the required resolutions authorizing staff to submit an SRF (State Revolving Fund) loan application to the State. The loan will provide funding for the City's share cost of the wastewater treatment facility expansion. The expansion will provide the additional capacity needed to accommodate current and future development as well as address some existing deficiencies required for the sewer system to be in compliance.

Staff has met in person with the State SRF Unit on 2/8/16 to present the project and has been working with the State to submit any additional information required for the loan. The loan application is currently under review and continues to work with the State on all the environmental documents. Staff anticipates going out to bid on this project in February/March 2017, with construction starting in Summer 2017.

- City staff has began working on a thorough analysis of all the Landscape Maintenance Districts (LMDs). This might require bringing in a consultant to assist with the analysis. Once it has been completed, a presentation to the City Council will be completed.

**Personnel:**

- As part of the new budget FY 2016/17 process, staff will be evaluating personnel needs and ensure that the positions funded through the approved garbage and sewer rates are incorporated into the new budget. Additionally, staff will work on the new Water Rate Study and evaluate personnel needs for the next 10 years.
- One of the positions that was approved through the FY 2016/17 budget process was the addition of a Public Works Inspector. The current inspector is responsible for conducting inspections for all Public Works permits (Fire Hydrant Use Permits, Encroachment, Well Destructions, Utility Service Connections, monitors public & private construction projects, etc.) for work done in the public right-of-way. Additionally, business licenses, new backflow devices, new water meters, occupancy certificate finals, and Stormwater Inspections. The new inspector would be cross trained to perform these duties as well as assist with regulatory program inspections, such as Fats, Oils, & Grease (FOG); Water Conservation Programs; Commercial Recycling; C&D; and Stormwater Inspections.
- The City is currently working with Stanislaus State University to set-up interviews for the Internship position that is currently vacant. This program exposes them to the public sector environment as well as Environmental Programs.

## Grant Writing & Administration

- SJVAPCD Grants:** The grant awarded to the City (\$6,000) by the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the purchase and installation of a dual Electronic Vehicle Charging Station has been executed. The charger has been purchased from the vendor Charge Point Plus and the installation will be done by SJVAPCD approved installer Campbell Family Electric, Inc. The project is scheduled to begin on October 10<sup>th</sup>, 2016 and completed in two weeks barring any unforeseen delays.
- SJVAPCD also awarded the City a \$20,000.00 grant for the purpose of purchasing another environmentally friendly Electric Vehicle. The City was able to secure a government contract with Elk Grove Ford for the transaction and has executed a purchase order with the dealership for a 2017 model Ford C-Max EV.
  - **The California Museum** awards were approved by the California Cultural and Historical Endowment June 10, 2016. Workshops for the next cycle will begin Spring 2017 with applications likely due September 2017.
  - **Land Water Conservation Fund:** Office of Grants and Local Services City's (OGALS) has reviewed the City's application for a Waiver of Retroactivity that would allow the City to spend its matching fund (\$50, 000) to the project and move forward with refurbishment of the play structure at Garza Park, and still be qualify for the match requirement should the project be awarded in October of 2017. OGALS has written a letter of support on behalf of the City and has forwarded the request to the National Parks Services to grant the City its request. The process takes at the very least 30 days from the day of filing which was September 8<sup>th</sup>, 2016.
  - **Water-Energy Grant Program** – The City sent out a letter to industrial businesses, soliciting their interest in participating in this grant cycle that focuses on Commercial or institutional water-energy efficiency programs or projects. Based on interest, the City will determine the worthiness of exhausting staff time on this cycle.

## Recycling & Solid Waste Program

- **3R's Program:** For the 3<sup>rd</sup> year in a row that City is hosting a Community Wide Yard/Sale Event throughout the City. The idea is to encourage Patterson resident to REDUSE, REUSE and RECYCLE items they no longer have use for rather than just sending them to the landfill. For October 2016, 80 addresses signed up to participate and that is 30 more from the previous year.
- **Organic Recycling:** Staff continues to monitor the progress of Commercial Recycling laws among new businesses. Staff reached out to advertising firms and the franchise hauler Bertolotti to assist with the outreach efforts. Educating the business owners on the need to implement a commercial recycling program is a challenge.

## Water Division & Water Conservation Program

### Current Conservation Mandates

For the month of September, the city issued 19 water waste notices; zero penalties. Using the same comparison as the State Water Resource Control Board (September 2013 and excluding

non-potable water); this month we saved 62 MG of potable water compared to the same month in 2013. That is a 41.30 percent reduction for the month of September.

**SB407 Plumbing Retrofits**

In addition to the High Efficiency Toilet Rebate Program, the city is still offering free water-conserving fixtures to help offset the costs of SB 407. With SB 407, California intends to increase water and energy conservation through measures triggered by many forms of construction or renovation. The law requires, on or before January 1, 2017, that all noncompliant plumbing fixtures in any single-family residential real property shall be replaced with water-conserving plumbing fixtures. The law also requires, on or before January 1, 2019, that all noncompliant plumbing fixtures in multifamily residential real property and commercial real property, be replaced with water-conserving plumbing fixtures. **SB 407 only applies to residential and commercial real property built before January 1, 1994.** There are approximately 2,300 buildings in Patterson that meet these criteria.

September 2016 Water Pumping Totals	
Well	Amount
2	19,302,800
4 NP	13,881
5	20,193,000
6	20,591,900
7	2,700
8	1,422,000
9	3,041,200
11	23,491,688
Keystone NP	4,305,000
<b>TOTAL</b>	<b>92,364,169</b>

**MG**

- Number of Water Waste Complaints: 2**
- Number of Follow-ups: 2**
- Number of Warning/Violations: 19**
- Number of Penalties: 0**
- Water Service Connection Requests: 77**
- Water Service Disconnection Requests: 52**
- Number of Work Orders Received: 18**

**Water Samples:**

- 20 Distribution System
- 7 Sources

**Storm Water Pollution Prevention Program**

- The City has partnered up with various other agencies/Cities to develop a Local Regional Monitoring Program with the assistance from a qualified stormwater consultant. However, there has been a delay with Attachment G. The State is anticipating the adoption to occur later this year. Once the Monitoring & Implementation Plan is completed, it must be

submitted to the Central Valley Regional Water Quality Control Board (CVRWQCB) for approval. The City would be responsible for certifying/training personnel to take quarterly samples, send samples to a qualified laboratory, and have a consultant complete the reporting that is required. The consulting costs would be shared among all participants and the cost is estimated to be about 1/3 of the total for participating in the Delta RMP. Staff will continue to keep Council informed as this process evolves.

- On April 7, 2015, the State Water Board adopted an Amendment to the Water Quality Control Plan for Ocean Waters of California (Ocean Plan) to Control Trash and Part 1 Trash Provision of the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries (ISWEBE Plan). Together, they are collectively referred to as 'the Trash Amendments'. The project objective for the Trash Amendments is to provide statewide consistency for the Water Boards' regulatory approach to protect aquatic life and public health beneficial uses, and reduce environmental issues associated with trash in state waters, while focusing limited resources on high trash generating areas. The State has adopted Trash Policy Amendments which will require all Stormwater Phase II MS4 Cities will have to comply with. Staff will be working closely with Engineering and storm drainage consultant firm to begin working on table top exercises and Cost estimates so that the City is prepared for implementation of the most cost efficient option. The City will receive a letter from the state before the end of 2016 and they will have 90 days to respond back with a selection of the following two options:
  1. **Track 1:** Install, operate and maintain full capture systems in storm drains that capture runoff from the priority land uses;
  2. **Track 2:** Implement a plan with any combination of treatment controls, institutional controls, and/or multi-benefit projects within the jurisdiction of the MS4 permitted. Demonstrate full capture system equivalency. Expectation is to install capture systems to the extent not cost-prohibitive.
- Staff has completed all the Year 3 and is working on filing the required Annual Report to the State by the due date of October 15, 2016.
- Staff will work on all the Year 4 requirements and file the required Annual Report to the State by the due date of October 15, 2017.

### **Capital Improvement Program (CIP) Projects**

- These are the main projects which Public Works and Engineering are focusing on. These project include:
  - Salado Creek Grate (staff is working with Engineering to design a storm drainage grate that is needed at Salado Creek).
  - Staff will not be proceeding with the museum renovation grant this year as the state has not yet moved forward with the 2015 grant awards. We anticipate submitting an application in 2017.
  - Staff will be working closely with Engineering to hire an architect to design plans for the additional building that will be built at the Corporation Yard. The additional building would be able to secure additional equipment/vehicles.

- Staff is getting close to securing a site for a future potable well on the northeast part of town. An item will be on the Council's closed session agenda regarding the purchase and right-of-entry agreement.
- Staff has begun working with the Engineering Division to work on the storm drain system at the Corporation Yard located on Baldwin Road. Currently the system is set-up to drain to an existing irrigation line. The City was notified by the Irrigation District that the City is not able to utilize the line any longer. Therefore, the City will have to discontinue the existing system and design/construct a standalone system.

## Committees & Commission

### **Parks & Recreation and Beautification Commission:**

- There was no quorum for the September 21<sup>st</sup> meeting. The next meeting is scheduled for October 19, 2016.

### **Safety (JEMSAC) Committee:**

- This committee has changed their meeting date/time to the 2<sup>nd</sup> Thursday of every month. During this time, the Committee reviews the City's existing Safety Program and implements new safety policies and training to comply with all OSHA requirements and create a safe environment for employees and the public. The next meeting will be held on October 13<sup>th</sup>.

### **Traffic Safety Committee:**

- The Traffic Committee met on August to discuss safety concerns throughout the city. The committee addressed the concerns and is in the process of notifying residents.
- Traffic Speed Surveys will need to be collected by the Sheriff's Department and submitted to the City Manager and Engineering Department. This item has been delayed. The equipment was vandalized.
- Looking at installing handicap ramps and sidewalks on Las Palmas Avenue, near Las Palmas School, utilizing the Safe Routes to School.
- Traffic concern for Apricot Valley School at Creek side Drive was re-submitted but is currently pending review with the City Manager.
- Request for 4-way stop at Shearwater Drive & James Burke was made. Item is with City Manager for consideration.
- The committee will have to discuss the possibility of relocating the signal light pole located on northwest corner of Sperry & Rogers. Damage continues to be done by large vehicles and relocating the pole will help address that.
- Analysis for 4-way stop request. No answer as of yet, item will be reviewed by engineering. Criteria must be met before a 4-way stop would be approved. Extra enforcement.
- **No U -Turn Signs** : Concerns from Crossing Guards continue to increase over the amount of illegal U-Turns being done by parents in front of schools during drop-off and pick-up times. Several ideas to cater to this issue were suggested. Officer Terry Shadel says it be good idea for signs to be posted at all schools. Most of the complains are coming from the high school and suggestions were made to post no U-turn signs every 100 ft. Another option is to speak with school representative about no U-turns, and to see how they can help. Office Shadel will look into grants for signs, materials and installation of No U-Turn signs.
- Safe routes to school grant will address sidewalk and ramps on W. Las Palmas.

- Written letter, location will be added to safe routes to school.
- Analysis is to be done for a 4-way stop request. No answers has been determined and the item will be reviewed by engineering. There are certain criteria that must be met before a 4-way stop would be approved. In the meantime, extra enforcement is being requested as a solution.

## Park & Field Reservations

### **Parks & Field Reservations:**

- Park Reservations = 21
- Field Reservations = 76

\*\*Effective October 1, 2016 all field reservations will be managed by the Recreation Department. Public Works will continue to make reservations for all the Park Shelter facilities.

### **Encroachment Permits, Fire Hydrant Use Permits, Other Permits Issued by Public Works:**

- Encroachment Permit = 5
- Fire Hydrant Use Permits = 2

## Contracts & Agreements

- The lease agreement for the property owned by the City at Orange & First Street was approved for a one-year term (November 1, 2015 to October 31, 2016). Staff has met with Trinta Farms to discuss another lease. This item will be brought to Council for consideration in November.
- A lease agreement for the property located by the Wastewater Treatment Facility was approved with Schubert Farms for a one-year term (January 1, 2016 to December 31, 2016). Staff has met with Schueber Farms to discuss another lease. This item will be brought to Council for consideration in November.
- A lease agreement for 23 acre parcel located by the Wastewater Treatment Facility was approved with Jorge Gonzales for a three-year term (January 1, 2013 to December 31, 2016). Staff has had discussions with Mr. Gonzales and he is interested in leasing the property for another term. This item will be brought to the Council for consideration in November.
- A Small Value Contract for vegetation management services is on scheduled for November. The contract is to provide animals for vegetation control at Salado Creek and several parcels located at the Wastewater Treatment Facility. This green method has been proven successful and very cost efficient.
- Staff is working on the preparation of a Request for Proposals for Vegetation Management Services and would be a five year contract. In the past, the services were contracted out, but then later brough in house. This year, however, the services will be evaluated and as part of that process an RFP will be completed. The City will be submitting a proposal for this service.
- A one-year extension has been completed for the Traffic Signal Maintenance & Repair Contract. The three year contract expired June 30, 2016. Staff will be going out to bid to award a new contract that would be implemented July 1, 2017.

## Streets/Collections Division

**Work Orders =** 0 (Streets); 12 (Streetlights)  
0 (Garbage)

6 (Collections)  
0 (Stormwater Compliance)

**Seasonal Tasks:**

- Alley maintenance.
- Repaired curb/gutters and sidewalks.
- Repaired potholes and cracks throughout the City.
- Inspected sanitary sewer lines throughout the city.
- Continue to maintain storm drainage system.

**Urban Forestry & Building Maintenance Division**

Work Orders = 78 (UF)  
10 (Building Maintenance)

**Seasonal Tasks this Month:**

- Focused on maintenance pruning and work order requests.

**Parks & Landscape Maintenance Division**

Work Orders = 7

**Seasonal Tasks & Projects:**

- Continued maintenance of all parks and easements.
- Completed monthly playground inspections.

**Fleet Services Division**

Number of PW equipment repaired/serviced: 53 PW's vehicles and 2 Fire Vehicles

**Water Quality Control Facility (WQCF)**

Work Orders Received: 1

**MONTHLY FLOWS AND AVERAGES -SEPTEMBER 2016**

SEPTEMBER 2016	INFLUENT	SPOD*	NPOD*	AIPS
TOTAL FLOW, MG/ month	42.743	25.549	12.738	4.456
AVG FLOW, MGD	1.425	.852	.425	.149
HIGH FLOW, MGD	1.590	1.023	.475	.227
LOW FLOW, MGD	1.356	.789	.331	.081
Total Capacity, MGD	2.25	1.25	.800	.200

\* SPOD- South Plant Oxidation Ditch (new)

\* NPOD- North Plant Oxidation Ditch (old)

**AVERAGE LABORATORY RESULTS**

SEPTEMBER 2016 Avg.	BOD5	TSS	TDS	pH	EC	NO3- N	TKN	TN-N	Na	Cal
Influent	242	264	*	7.73	*	*	*	*	*	*
Effluent. SPOD	2.2	3.1	1200	7.70	1820	.00	2.10	2.10	250	290
Effluent NPOD	5.7	2.6	1200	7.94	1900	.26	1.30	4.6	270	310
Effluent AIPS	26	58	1600	8.09	2290	.00	12	12	330	390

\* Not required

**Alarms/Call-Outs:**

Alarms = 132

Call-Outs = 2

**Seasonal Tasks:**

- AIPS currently under performance test.
- Yearly PM on equipment.
- North plant clarifier #1 back on line.
- Continue using animals for weed control.
- Process control under adjustment for wet weather.
- IPS pump #3 out of service.



### **Healthy Habits - Increase Physical Activity**

Children aged five to 16 spend an average of 7 hours a day in front of a screen compared with around 3 hours in 1995. Screen time is made up of time spent watching TV, playing games consoles, using a mobile, computer or tablet. Two-thirds of children even admit to using their devices in bed, including mobile phones and tablets, raising concerns that youngsters are finding it difficult to switch off.

This behavior is causing a shift in family dynamics, as over a third of children are even using technology to communicate with family members while under the same roof, and a third of parents and their children confess to using technology devices at the dinner table.

So, to build a family based on healthy habits, parents should set the tone at home.

Plan to Move: When you make the decision to be more active, decide when and how you are going to be more active. Schedule your regular physical activity into your day so that its part of your routine and not an add-on that you hope to get to.

Break It Up: It is recommended for kids to get 60 minutes of physical activity every day and adults to get about 30. But you don't have to do it all at the same time. Fit your fitness activities into 10-15 minute bursts that work for your schedule.

As a Family: It's easier to encourage your family to move more when you move with them. Your family may be walkers. Go for a walk every night after dinner.

Set Goals: To be healthier" is a hard goal to determine success. Set measurable goals for your family's physical activity achievements.



### **Sports**

#### **Patterson Recreation Youth Soccer**

September saw the inaugural season of PRYS take off. With over 300 kids participating in 4 age groups at the Patterson Sports Complex every Saturday, our program is nothing short of action packed! The entire department contributed to putting together an amazing experience for our coaches, spectators and athletes. We have created signage to encourage good sportsmanship, provided water and shade for our athletes, and secured food vendors to offer refreshments for our games. One of the biggest compliments we have been given with this program is that the organization and presentation of our part-time staff has been stellar. We are very proud to end September almost halfway through the season with the program running smoothly and efficiently. The Program is scheduled to run every Saturday through the end of October.

#### **NFL Youth Flag Football**

We have completed clinics, coaches meetings, DOJ background checks, and began practicing with teams. Jerseys and coaches shirts will be in soon, and games start mid-October.



## **Adult Softball**

Patterson Recreation began a fall season of Co-Ed Softball in September, with a registered four teams playing, including a new team of first time players. The program is running an abbreviated 6 week season with the hopes of finishing the season before inclement weather settles into the valley. The season at the conclusion of September was officially halfway through, with scheduled playoff and championship games set for Thursday, October 20<sup>th</sup>.



## **Open Gym**

Open Gym continues to be an outlet for all ages to come and participate in pickup basketball games at Walnut Grove. Attendance varied from half a dozen to upwards of 25 people depending on the night. As we continue to see a need in this community for adult recreational sports, we look to Open Gym as possibly being a barometer for what sports exactly it is we can offer to this community.

## **Part time Staffing**

We increased our staffing number on the athletic side of our department to accommodate the need of staff for PRYS. All of our staff received training in the various programs that we offer, and a course stressing customer service. Our staff also received their first-aid and CPR certifications in September, meaning every single staff member working at Youth Soccer, Flag Football, Adult Softball and Open Gym will be able to further enhance their customer service capabilities.

## **Aquatics**

Aquatics Season has ended on September 5<sup>th</sup> and entered into post-season in the month of September. Post-season programming consists of Water Aerobics and Lap Swim. Through the month of September the Aquatics Center has serviced 179 patrons.

## **Teen Center**

The theme of September activities for the Teen Center was fall. They focused on fall sports and games such as football, by playing flag football, creating a fantasy football league and having a Madden tournament and nacho bar. They also focused on the other aspects of fall making pumpkin patch “dirt cups” for snacks, apple pie in a cup, fall wreaths and foil tree art. The total number of teens that attended this month was 44.

## **Classes**

### **Kid Time Fitness**

Kid Time Fitness is back for fall classes. Their classes focus on fitness for young children aged 6 to 11. The dance classes they teach are Jazz and Hip Hop. For September the total number of students that took the course is 10 students aged 6-11. This is a great opportunity for kids to get up and move and we hope to continue to see a steadily growing number each session.

### **Wild Child Music: Guitar and Ukulele**

Wild Child Music has steadily grown in attendance. Their total numbers for September were 53, which was a large jump in attendance from their May/ June classes which was 26 attendee's.

### **Zumba**

Zumba has danced its way back to the Senior Center with new instructor Chichi Jack. In its first session Zumba has garnered 13 participants so far and is hopeful to attract more.

## **Special Events**

### **Skate the Circle**

Over 250 children skated, bikes, and road the circle for a fun evening out for the families. The movie was a great hit and many families brought their lawn chairs, food and games and enjoyed the fun. The weather was wonderful and three cheers for all the part time recreation staff that provided a safe and fun event.

### **Trunk or Treat**

Trunk or Treat is on its way to the down town circle this year! So far, 16 cars have registered for the event and 1 Police car and 1 Fire Truck. Trunk or Treat will take place down town on Halloween, Monday October 31<sup>st</sup>, 2016 from 5:00-8:00pm. Trunk registration forms can be picked up at the Recreation Department or an online form can be emailed to the registrant.

### **Senior Center Board of Directors**

The Senior Board meets to discuss programs, issues and general program planning for Hammon Senior Center on the 2<sup>nd</sup> Tuesday of the month. This month the meeting was cancelled.

### **Senior Meals Program**

Hammon Senior Center Provides nutritionally balanced meals 5 days a week to senior community members.

**Commodities:** September 1st commodities distributed boxes of food and met the needs of our seniors and low income community members. The Commodity Supplemental Food Program works to improve the health of low-income elderly persons at least 60 years of age and low income families by supplementing their diets with nutritious USDA Foods.

### **Highlights included:**

- The senior center had 46 exercise classes that were taught including walking group, Golden Exercise, Young at Heart, and Line Dancing.
- Movie Days on Monday's
- Meals were provided for 21 days in the month of September
- Commodities Food give a way
- HICAP
- We had 14 Craft Groups gather this month.
- We had Ladies Night Out. 20 ladies enjoyed a fun night with food, swimming, music, games, and building new friendships.
- The Senior Center had a Community Yard Sale and Breakfast Fundraiser. We fundraised and made \$550.55
- The seniors played a game of Pictionary
- Our senior board members had a booth at Skate the Circle night and gave out 200 glow sticks to the community.
- We offered 9 beginning computer classes
- We took a trip to Old Sacramento we joined another senior group we had 40 seniors to Chukchansi Casino.
- We took a group of 36 seniors on a trip to Chukchansi Casino
- The Center had a Senior Outreach put on by Anthony Canella's we had over 100 participants it was a huge success.
- We had a Scam Presentation put on by Senior Law Project. Joyce Gandelman one of the attorneys came out to do the presentation. We had about 35 seniors attend.
- Once a month we have Fifty Plus Club where local senior community come together for a potluck dinner, entertainment, and speakers.

- We had a Zumba demo for seniors. They enjoyed a great workout and fun dancing with their friends.
- We had a presentation about measure L. They talked about ways to help improve transportation.

### Old Sacramento Railroad Museum Trip



### Chukchansi Casino Trip



### Ladies Night Out



### Community Yard Sale and breakfast Fundraiser





## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager 

**MEETING DATE:** October 18, 2016

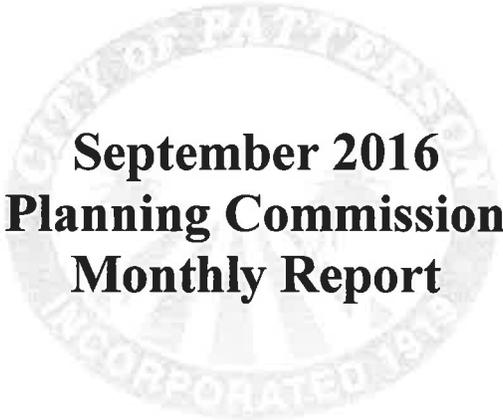
**ITEM NO:** 5.4

**SUBJECT:** Approve City Commission Reports for the Month of September 2016  
(Parks, Recreation & Beautification Commission, Planning Commission)

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### RECOMMENDATION

Motion to approve City Commission Reports for the Month of September 2016 (Parks, Recreation & Beautification Commission, Planning Commission)



# September 2016 Planning Commission Monthly Report

The following information is provided as an update regarding Planning Commission activities during the month of September.

## **Planning Commission Meetings**

On September 22, 2016, the Planning Commission held a meeting to consider the following items:

**1. City Tree Program**

A presentation regarding previous and ongoing actions taken related to the City's tree programs. No action was taken on this item.

**2. Walmart**

A review of concerns presented by citizens related to the operation of the Wal-Mart Center. This item was continued to the October 27<sup>th</sup> Planning Commission meeting.

**3. Conditional Use Permit #15-05, Harmony Massage, 600 N. 2<sup>nd</sup> Street, Ste. 2**

Review of a massage establishment at 600 N. 2<sup>nd</sup> Street, Ste #2 in the GC, General Commercial district. Massage establishments require a Conditional Use Permit within the GC District. The Planning Commission voted 4-0 to allow continued with operation under the use permit without any further planned review hearings.

The next Planning Commission meetings are scheduled for October 13<sup>th</sup> and 27<sup>th</sup> at 7:00 PM.

# September 2016 Parks, Recreation & Beautification Commission Monthly Report

The following information is provided as an update regarding the Parks, Recreation & Beautification Commission meeting activities during the month of September and updates for previously approved projects.

Parks, Recreation & Beautification Commission meetings are held on the 3rd Wednesday of every month at 5:00 pm in the City Hall Council Chambers

## 5-Member Commission

Chair	Rob Cozart	Term: May 2016-2018
Co-Chair	Chinyere Jack	Term: May 2015-2017
Commissioner	Vivian Ratliff	Term: May 2015-2017
Commissioner	Kelvin Love	Term: May 2015-2017
Commissioner	Elias Funez	Term: May 2016-2018

## **Parks & Recreation Commission Meeting:**

On September 21, 2016, the Parks & Recreation Commission Mtg. was cancelled due to lack of quorum, some of the items on the agenda for the commission to consider at their next meeting include:

1. **Finalize Ideas For The City Council Presentation**
2. **Garza Park Plans**
3. **Fundraising For Youth Scholarship**
4. **Fall Program Update**

Agendas & Minutes can be located on the city website under the agenda center.  
**The next regular meeting will be scheduled for October 19, 2016**



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager *KI*

**BY:** Juliene Flanders, Director of Recreation & Community Services

**MEETING DATE:** October 18, 2016

**ITEM NO:** 5.5

**SUBJECT:** Approve Street Closure for City of Patterson Recreation Trunk or Treat Event on Monday, October 31, 2016

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### **RECOMMENDATION**

Approve Street Closure for Trunk or Treat Event on Monday, October 31, 2016.

### **BACKGROUND**

The Trunk or Treat Event is an annual fun filled family event that has taken place in the parking lot of the Patterson Community Center. With the increase in attendance and community groups the event has outgrown the parking lot and would like to be located in downtown Patterson. The streets to be closed are Plaza Circle and Las Palmas between North and South Parks and Plaza Circle. The event will include trick and treating for children in a safe and supervised atmosphere along with activity booths, children's games, face painting and vendors and Music. Streets will close starting at 3:30pm to begin through 9:00pm. Registration for will start at 3:30pm. This event is free and open to the public.

The intent was to draw families and kids to downtown for a safe evening of fun, games and trick or treating. Past Trunk or Treat events have been very successful with up to 300 participants. Staff will be present to supervise the event.

The request for street closures is as follows:

### **STREET CLOSURE**

3:30 pm (set- up) – 9:00 pm (tear down)

Street Closures during Event:

- From the Alley on N. Del Puerto to Plaza
- From the Alley on N. Third to Plaza

- From the Alley on N. Salado to Plaza
- From the Alley on W. Las Palmas to Plaza
- From the Alley on S. Del Puerto to Plaza
- From the Alley on S. Third to Plaza
- From the Alley on S. Salado to Plaza
- Las Palmas to Plaza
- Plaza

Please refer to the attached map.

### **EVENT DETAILS**

Registration starts at 3:30 pm

Event begins at 5:00 pm – 8:00 pm

### **ANALYSIS**

The Event Coordinator has complied with gathering the following information:

- Special Event Application
- Street Closure Site Map

### **FISCAL IMPACT**

This event was included in the FY 16/17 budget in Special Event accounts.



**City of Patterson**  
*Special Event*  
*Permit Application*



**City of Patterson**  
**Special Events**

**(209) 895 – 8080 • [specialevents@ci.patterson.ca.us](mailto:specialevents@ci.patterson.ca.us)**

## SUBMITTING YOUR SPECIAL EVENT PERMIT APPLICATION

A Special Event Permit Application is required for the use of all or any portion of a public street, sidewalk or alley by an organized assembly. If your park reservation is deemed a community event or is open to the public you may be required to submit a Special Event application.

If you are planning a street closure intended for residents only, not the general public, you should complete a Block Party Application in lieu of a Special Event Permit Application. Please call the City Clerk at (209) 895-8010 for a Block Party Application.

If your event is on or includes the use of Private Property, please contact the Community Development Department at (209) 895-8020 for permit information.

A Special Event Permit Application must be completed in full and submitted to Special Event Services at least sixty (60) days prior to your event date, and no more than one (1) year in advance of the event date. Applications are accepted on a first-come, first-served basis. A \$50 non-refundable application fee must be paid upon submission of your completed application. Additionally, a photo copy of the applicant/responsible party's ID is required. Use NA for "not applicable" to questions or sections that do not apply to your event. Incomplete applications will not be accepted and will delay processing which could affect the availability of your preferred event date or location.

Upon receiving your completed application, ID and application fee, a representative from the City of Patterson, Recreation & Community Services Dept. will contact you and serve as your primary point of contact during the processing of the permit. This person will review your application, determine whether the Special Event Review Board will need to review your event details and set your permit requirements and fees. Your representative will also serve as liaison between City departments and regulatory agencies and you, the event organizer.

After your application has been through the review process, your assigned representative will give you conditional approval to market and advertise your event. Acceptance of your application by the Recreation & Community Services Dept. is not a guarantee of the date or location nor automatic approval of your event. Please ensure that you have conditional approval before you market or advertise your event. You, the event organizer must complete all requirements before the Special Event Permit will be issued.

Please contact the Recreation & Community Services Dept. at (209) 895-8080 or [specialevents@ci.patterson.ca.us](mailto:specialevents@ci.patterson.ca.us) with questions or to schedule a preliminary meeting to discuss your event plans. Fees and requirements may be quoted, but not confirmed until the application is received and reviewed.

# EVENT DETAILS

Event Name Trunk or Treat!

Event Location Down town Circle

**1Additional Documentation Required:** Please attach a copy of your overall event layout as well as any fenced areas. If requesting a street closure for your event, parade, run, walk; select an approved street closure layout. Refer to Addendums J, K, L, M and N. Maps must include location of stages; bleachers; portable restroom facilities; alcohol dispensing areas; fencing line; entrances, exits and emergency exits; first aid; vendors; inflatables; rides; tents, canopies, booths or other temporary structures; and waste and recycling receptacles/dumpsters. For events with street closures, the site map and/or route map must include surrounding street names; directional arrows; twenty (20) foot emergency fire lane; street closure points; barriers/barricades; signs; start and finish area; water or first aid stations; and band/DJ locations.

## Select an approved street closure layout:

- Plaza Circle #1 - Addendum J       Plaza Circle # 3 - Addendum L       Parade Route #1 - Addendum J  
 Plaza Circle #2 - Addendum K       Parade Route #2 - Addendum M

Start Area N/A      Finish Area N/A

Event Date: 10/31/16 to 10/31/16      Event Hours (include registration time): 3:30pm to 9:00pm

Step-off Time (Applicable only for events with a route): N/A to N/A

Set-up Date(s): 10/31/16 to 10/31/16      Set-up Times: 3:30pm to 5:00pm

Tear Down Date(s): 10/31/16 to 10/31/16      Tear Down Times: 8:00 to 9:00pm

Number of Participants (units and floats for parades): 25      Number of Spectators: 500

Total Anticipated Attendance: ~500

## Type of Event (check all that apply):

- Run/Walk       Park Festival       Certified Farmers Market       Concert  
 Street Festival/Block Party       Parade/Procession       Protest/Rally/Demonstration       Fundraiser  
 Fireworks/Pyrotechnics       Open to the Public       Private Event (not open to the public)  
 Other \_\_\_\_\_

Has this event been produced before?  No  Yes

Is this an annual event?  No  Yes

Previous name(s), date(s) and location(s) of event: Trunk or Treat, 10/31/15, 10/31/14 & 10/31/16 @ community Center Parking lot

Will there be an admission or entry fee?:  No  Yes      Fee per adult: \_\_\_\_\_ Fee per child: \_\_\_\_\_

Who will benefit from the proceeds? Rec. Dept. Scholarship Fund.

Event Description (provide a detailed description of your event. Attach additional pages or materials as needed.)

Community members and service clubs alike will bring decorated cars to the event to hand candy out of while children in the community go trick or treating, participate in games, face painting and win prizes.

## PARKING PLAN

When planning your event it is important to consider the impact your event will have on parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If a parking management plan is required, you will be required to identify public parking lots that will be utilized, a shuttle plan, the use of carpools, public transportation, ADA accessible parking provisions and/or special parking requests.

Applicant will post "No Parking/Tow Away" signs 72 hours in advance of the event.

Applications must be submitted at least 10 business days prior to the effective date.

### ***Parking restrictions requested:***

## ACCESSIBILITY

As an event organizer, you are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans with Disabilities Act. All event venues, structures and activities shall be accessible to persons with disabilities. If a portion of your event cannot be made accessible, an alternate area must be provided with the same activities that are in the inaccessible area. This area must include signage indicating that it is an ADA accessible area.

You need to consider the following access as you plan your event: first aid, information center, parking, clear paths of travel (to and from, and inside the event), restrooms (see "Restrooms" for requirements), seating, signage, drinking fountains, phones, transportation and access to vendors. If all areas are not accessible, directional signage or a map or program must be provided to attendees indicating the location of accessible restrooms, parking, drinking fountains, phones, etc.

Compliance with the Americans with Disabilities Act and any and all amendments to the act shall be the sole responsibility of the applicant. The applicant agrees to defend and hold the City harmless from any expense or liability arising from the applicant's non-compliance. For more information about the Americans with Disabilities Act and compliance at events, please visit [www.ada.gov](http://www.ada.gov).

## ALCOHOL MANAGEMENT PLAN - CONTINUED

Are you requesting permission to serve alcohol at your event? No.

**Additional Permits Required:** To begin the permit process, please complete the Patterson Police Department's One Day Alcohol Beverage Permit Request (see Addendum C). Once that permit has been obtained, you may apply for an ABC license. To qualify for a Special Daily License, you must be an existing non-profit organization, including a charitable, civic, cultural, fraternal, patriotic, political, religious, social or amateur sports organization. Commercial enterprises and caterers are subject to different requirements. Please contact ABC at (916) 227-2002 for permit information. If you are a non-profit (501) organization you must also have a valid "Tax Exempt" status with the Franchise Tax Board to qualify for a special daily alcohol license. Exempt status can be verified at <https://webapp.ftb.ca.gov/eletter/?Submit=Check+Status>.

Will the alcohol be sold to the attendees?  No  Yes

Type of alcohol (check all that apply):  Beer  Wine  Distilled Spirits

Explain your sales plan (ticket system, cash at service area, etc.):

N/A

Explain your method(s) of serving:

N/A

Explain who will serve the alcohol (professional bartenders, volunteers, etc.):

N/A

Is the event open to all ages?  No  Yes

Explain how IDs will be checked, wristbands applied and how you will monitor for underage drinking:

N/A

Do you have an alcohol sponsor?  No  Yes

If yes, explain:

N/A

## MEDICAL PLAN

Have you made provisions for on-site medical services?  No  Yes

If yes, please describe your medical plan:

Trained First Responder (Life Guard) on site.

## AMPLIFIED SOUND/ENTERTAINMENT RELATED ACTIVITIES - CONTINUED

Does the entertainment include carnival rides?<sup>5</sup>  No  Yes

If yes, explain

<sup>5</sup>**Additional Documentation Required:** The carnival company must submit a letter of intent with a site plan to the Patterson Fire Department. Please contact Fire Prevention at (209) 895-8130 or [specialevents@ci.patterson.ca.us](mailto:specialevents@ci.patterson.ca.us) for more information.

Does the entertainment include animals? (petting zoo, pony rides, etc.)  No  Yes

If yes, explain

Does the entertainment include vehicles? (car show, displays, etc.)  No  Yes

If yes, explain

Event will have vehicles parked on street to hand out candy out of their trunks.

## FENCING

Fenced area refers to any event or area within the event that is closed off by temporary fencing. The Patterson Fire Department will review your site map and set an occupancy load for the fenced area. When developing your fence plan, please keep in mind the following rules:

- In addition to the main entrance, at least two (2) exits shall be provided when the venue accommodates fewer than 1,000 attendees; at least three (3) exits for 1,000 to 3,000 attendees; and at least four (4) exits when the venue accommodates more than 3,000 attendees.
- Exits shall be equally spaced along the perimeter of the fence and shall be spaced so that no exit is greater than a distance of 400 feet of travel from the next exit.
- Exit width shall be understood to be a panel's width of temporary fencing, to provide an opening of no less than 48 inches.
- Each exit shall have a security guard or volunteer assigned to it.
- Each emergency exit shall be indicated by a sign with a white background and contrasting red letters; sign shall measure 18 x 24 inches; sign lettering shall measure 12 inches in height; and signs shall be placed at the top center of the exit panel.
- In some cases, a Fire Department inspection may be required (for a fee) to set the occupancy load and check access and exits. For questions about fencing or to make arrangements for an inspection, please contact Fire Prevention at (209) 895-8130 or [specialevents@ci.patterson.ca.us](mailto:specialevents@ci.patterson.ca.us) for more information.

## TENTS/CANOPIES/TEMPORARY STRUCTURES - CONTINUED

### Seating:

- Chair rows must be no longer than 15 seats and have 18 inches of clearance front to back.
- Aisles must be at least 44 inches wide.

### Exits:

- Exits must be evenly spaced at least every 100 feet around the perimeter. Exits, aisles, and pathways shall not be blocked or obstructed at any time.
- Illuminated exit signs must be hung when the occupancy exceeds 50 attendees.

Will your event include tents or canopies?  No  Yes

If yes, indicate on the site map and explain:

Number of tents/canopies \_\_\_\_\_

Tent/Canopy size(s): (if you have multiple tents/canopies with varying sizes, indicate the number with the corresponding size):

## STAGES/PLATFORMS

Will your event include the installation of stages or platforms? (if yes, please indicate on site map)  No  Yes

How many stages? \_\_\_\_\_ What are the dimensions? \_\_\_\_\_

## ENCROACHMENT REQUIREMENTS & CONDITIONS

The purpose of an encroachment permit is to enable the City to monitor activities performed within City rights-of-way and to ensure the safety of the public including Special Events that require a road closure and/or road detours and/or are encroaching onto City owned property/facilities.

As part of this Special Events package, the special event holder will be required undergo a Public Works Inspection(s) as necessary to ensure that the event is safe for the public and that it is compliance with City of Patterson Municipal Code and that it will comply with all regulatory Local, State, and Federal environmental regulations including Stormwater Pollution Prevention (SWPPP); Fats, Oils & Grease (FOG); Water Conservation; and Solid Waste Management/Recycling. Additionally, the applicant agrees to submit Liability Insurance in the amount of \$2 million and an Endorsement naming the City of Patterson as additionally insured and will adhere to the following terms and conditions for Encroachment:

1. Any damage to public or private property or any damage to facilities in the public-right-away is the responsibility of the Event Holder/Applicant and agree to all/any liability resulting from the approved special event.
2. If the event results in significant impact to existing homes or businesses, the event holder/Applicant is required to provide written notification at least 48 hour advance notice to all affected property / business owners. If the event has an impact to the Public Transportation Facilities located within close proximity of the event, the event holder/Applicant is responsible to coordinate with the City of Patterson and/or Stanislaus County Transit to provide adequate services during the event and to post notification on the shelters at least 48 hours in advance of the event.
3. The event holder/applicant is responsible for coordinating inspections with Public Works by calling Sonia Delgado, Sr. Administrative Manager at (209) 895-8064. A pre-event inspection is required prior to the start of the event and a post-event inspection at the end of the event.

The event holder/applicant will pay a fee of \$71.31 in addition to any Park, Special Events Fees, and/or other services charged for this event. This fee will cover the costs associated with regulatory compliance and public works inspections required for the special event. For questions regarding Encroachment or regulatory programs, please contact Public Works at (209) 895-8060.

***Is the Special Event requiring road closure or encroachment on City right-of-way or public facilities (parks, sidewalks, facilities)?***

No  Yes

**If yes, explain**

**\*\*\*Please refer to Page 16 and Attachment "O" for a list of Best Management Practices (BMPs) that must be implemented during your event.**

## MARKETING/ADVERTISING/PROMOTIONS

Please ensure that you have conditional approval before you begin to market, advertise or promote your event. Acceptance of the Special Event Permit Application is not a guarantee of the date or location nor automatic approval of your event. Once you have conditional approval you may proceed to market, advertise or promote your event at your own risk. However, if the permit is not granted and the event is therefore cancelled, you may not hold the City of Patterson responsible or liable for any of the costs incurred from your marketing, advertising or promotions.

**Please explain how you will market, advertise or promote this event or invite attendees to the event** (include event website and social networking sites if applicable; attach additional pages as needed):

Facebook, Mass emails, newspaper Ads, Flyer to local businesses & possibly schools. City website.

Do you plan to include radio or television promotions?  No  Yes

If yes, explain

Do you expect a live broadcast or feed from the event?  No  Yes

If yes, explain

Do you expect media coverage?  No  Yes

If yes, explain

Do you plan to place signs or hang banners on City property?<sup>9</sup>  No  Yes

If yes, explain

<sup>9</sup> **Additional Permit Required:** If you wish to place a banner, please call the Community Development Dept. at (209) 895-8020 or e-mail [planning@ci.patterson.ca.us](mailto:planning@ci.patterson.ca.us) for permit information.

## INSURANCE

Applicant and/or the sponsoring organization shall defend, indemnify, and hold harmless the City of Patterson, its officials, agents, employees and volunteers from and against all actions, losses, damages, liability, costs and expenses of every type and description, including, but not limited to, attorney's fee, to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, in whole or in part, the acts or omissions of the applicant, sponsoring organization, or its officers, agents, employees or volunteers directly or indirectly arising from the exercise of the authority under the Special Event Permit. Verification of insurance must be submitted at least 10 days prior to your event. You must submit two (2) documents to satisfy insurance requirements.

**1. Certificate of Insurance** in the amount of \$2 million worth of General Liability coverage must be submitted for the event date and any set-up and/or tear down dates.

- The standard proof of insurance is the ACORD certificate form.
- The name of the insured, the insurance carrier, the policy number, coverage limits, and effective and expiration dates for the coverage must be stated on the certificate of insurance.
- Certificate holder must be listed on the certificate as City of Patterson, Special Event Services, 1033 W. Las Palmas Ave., Patterson, CA 95363.
- Insurance certificates must be signed by an authorized representative of the insurance carrier. Electronic signatures are acceptable.

**2. Additional Endorsement** is required to reflect that the insurance policy has been amended to include the City of Patterson as insured.

- The Additional Endorsement must reference the policy number as it appears on the certificate.
- "The City of Patterson, it's officials, agents, employees and volunteers" must be named as additionally insured on the Additional Endorsement.

Your permit will not be issued until both the Certificate of Insurance and Additional Endorsement have been received.

If you do not have insurance, contact HUB International Insurance for Special Event coverage. For more information contact (925) 609-6500 or visit [www.eventinsure.com](http://www.eventinsure.com), e-mail: [specialevent@hubinternational.com](mailto:specialevent@hubinternational.com)

## SIGNATURE

I have read the rules and regulations contained in this document and agree to abide by these rules and regulations. I am duly authorized by the Organization to submit this application on its behalf and agree to be financially responsible for any fees and costs that may be incurred by or on behalf of the event in the City of Patterson. I certify that the information that I have provided on this application is true and accurate to the best of my knowledge. If the event details change, I agree to submit a revised application or provide additional information in writing at least 30 days prior to the event.

Name (please print) \_\_\_\_\_

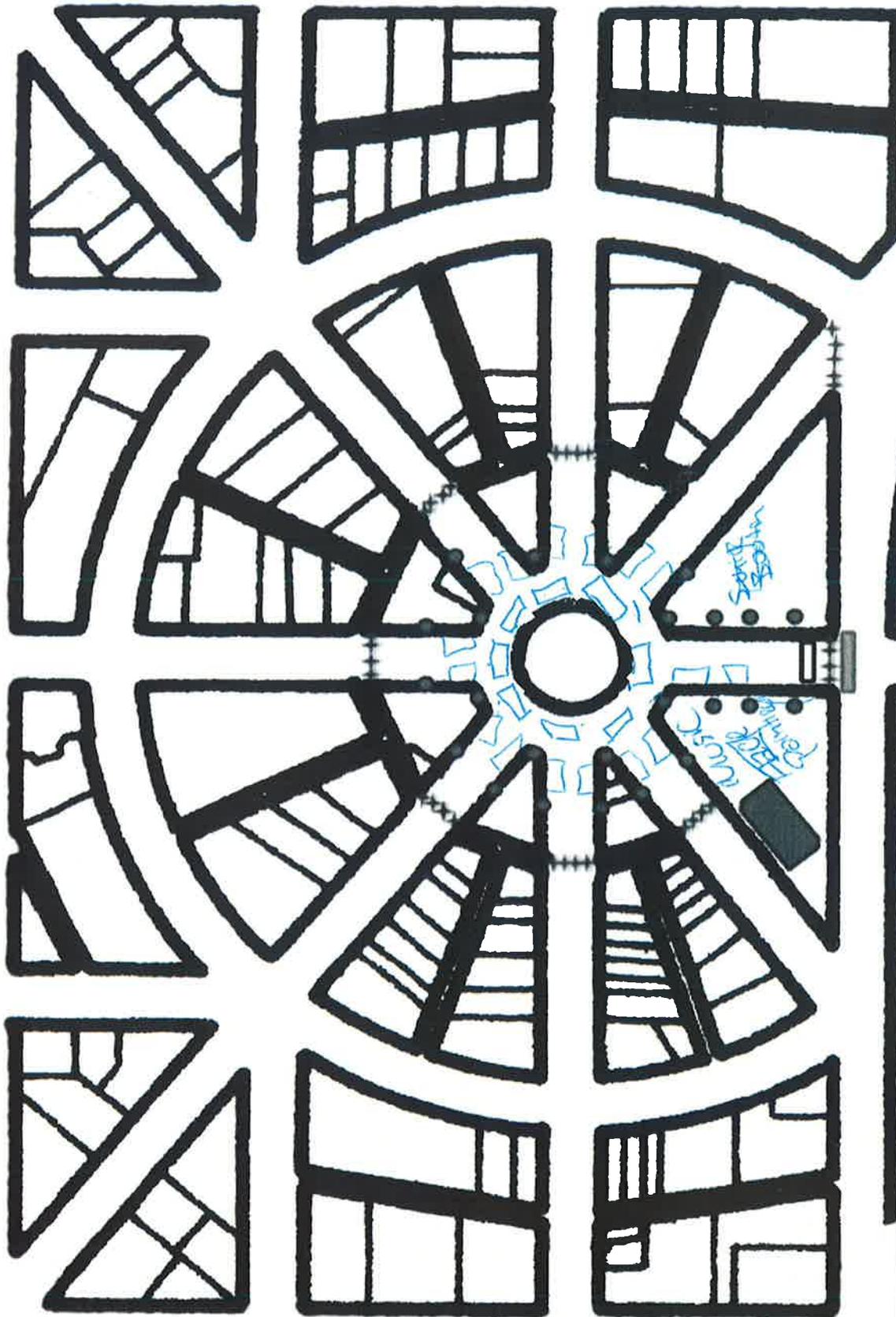
Signature \_\_\_\_\_

Date \_\_\_\_\_

Driver's License Number<sup>11</sup> \_\_\_\_\_

<sup>11</sup> **Additional Documentation Required:** Please attach a current copy of your Driver's License or California ID to complete application.

ADDENDUM J - APPROVED STREET CLOSURE LAYOUT FOR PLAZA CIRCLE #1



Approved Street Closure Layout for Plaza Circle #1

- ▬ = Arrow Board
- ⚡ = Railroad Tracks
- ⊕ = Twenty Safety Cones
- ⚡⚡ = Barricades Total of 80-100 required
- ▬ = Road Closed Ahead Sign. Total of 9 required.

- ▬ = Large Blocking Device Like a vehicle or Trailer or K-rail
- = No Parking Signs need to be posted
- = Cones for Lane Closure. Total of 14 required.

CS



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager 

**BY:** Fernando Ulloa, Director of Engineering, Building and Capital Projects

**MEETING DATE:** October 18, 2016

**ITEM NO:** 5.6

**SUBJECT:** Approve Resolution No. 2016-83, Approving the State Department of Transportation (State) Master Agreement Administering Agency-State Agreement No. 10-5244F15 and Authorize the City Manager to Execute the Agreement and all future documents for this agreement on the City's behalf.

---

### **RECOMMENDATION**

Approve Resolution No. 2016-83, Approving the State Department of Transportation (State) Master Agreement Administering Agency-State Agreement No. 10-5244F15 and Authorize the City Manager to Execute the Agreement and all future documents for this agreement on the City's behalf.

### **BACKGROUND**

The State Department of Transportation recently revised their Master Agreement to incorporate the various changes in regulations and policies. This change requires the Administering Agency (City) to execute and approve the revised Agreement No. 10-5244F15.

In order to receive all present and future federal funds from the State, the City Council must authorize a representative to execute the revised Master Agreement. This agreement sets forth the requirements for use of federal funds. State requires that this type of agreement be executed by each agency receiving federal funds. Once the agreement is signed, State will issue a fully executed agreement which allows the City to proceed with all present and future federally funded projects.

### **ANALYSIS**

Attached for your review and approval is the Master Agreement and the Resolution that will need to be approved by the City Council. If approved, the City Manager would execute the agreement and submit it along with the resolution to the State.

The City Attorney and legal staff have reviewed this revised Master Agreement and recommend approval by City Council.

**FISCAL IMPACT**

This item does not carry any fiscal impacts with it. Each federally aided project will be brought before Council with a clear financial breakdown and request for contract approval.

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**RESOLUTION NO. 2016-83**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PATTERSON,  
(ADMINISTERING AGENCY) APPROVING THE STATE DEPARTMENT OF  
TRANSPORTATION (STATE) MASTER AGREEMENT ADMINISTERING AGENCY-  
STATE AGREEMENT NO. 10-5244F15 AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE THE AGREEMENT**

**WHEREAS**, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility; and

**WHEREAS**, a new Master Agreement No. 10-5244F15 has been revised to incorporate the various changes in regulations and policies; and

**WHEREAS**, in order to receive all present and future funds from STATE, the City Council must authorize a representative to execute the revised Master Agreement, in which agreement sets forth the requirements for use of federal funds as required by STATE of this type of agreement to be executed by all agencies receiving federal funds; and

**WHEREAS**, once the agreement is signed, STATE will issue a fully executed agreement which allows the ADMINISTERING AGENCY to proceed with all present and future federally funded projects; and

**WHEREAS**, this item does not carry any fiscal impacts with it, and each federally aided project will be brought before City Council with a clear financial breakdown and request for contract approval.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Patterson does hereby:

1. Approve the State Department of Transportation Master Agreement ADMINISTERING AGENCY-STATE Agreement No. 10-5244F15.
2. Authorize the City Manager to execute the agreement, conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, reports, insurance, payment requests and so on, which may be necessary for the completion of the

1           aforementioned agreement on behalf of the City.    The foregoing resolution was passed  
2           by the City Council at a regular meeting held on the 18<sup>th</sup> day of October 2016 by  
3           \_\_\_\_\_ who moved its adoption, which motion was duly seconded by  
4           \_\_\_\_\_, and the resolution adopted by the following roll call vote:

5           AYES:

6           NOES:

7           EXCUSED:

8  
9           APPROVED:

10  
11           \_\_\_\_\_  
12  
13           Luis I. Molina, Mayor of the City of Patterson

14  
15           ATTEST:

16  
17           \_\_\_\_\_  
18           Maricela L. Vela, City Clerk of the City of Patterson

19  
20  
21           I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by  
22           the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus,  
23           State of California, at a regular meeting held on the 18<sup>th</sup> day of October 2016, and I further  
24           certify that said resolution is in full force and effect and has never been rescinded or modified.

25           DATED:

26  
27           \_\_\_\_\_  
28           City Clerk of the City of Patterson

**DEPARTMENT OF TRANSPORTATION**

Division of Local Assistance  
1120 N STREET  
P.O. BOX 942874, MS# 1  
Sacramento, CA 94274-0001  
TTY 711  
(916) 654-3883  
Fax (916) 654-2408



August 8, 2016

File : 10-STA-0-PAT

CML-5244(033)

At and near the intersection of both  
Ward Ave and W. Las Palmas Ave

Ms. Tiffany Rodriguez  
Associate Engineer  
City of Patterson  
P.O. Box 667, 1 Plaza Circle  
Patterson, CA 95363

Dear Ms. Rodriguez:

Enclosed are two originals for both the Administering Agency-State Agreement No. 10-5244F15, Program Supplement Agreement No. 032-F and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

**The Master Agreement has been revised to incorporate the various changes in regulations and policies.**

Please sign both copies of these two Agreements and return them to this office, Office of Local Assistance - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE PROJECT AND THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT. A fully executed copy of the agreements will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreements are fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

A handwritten signature in blue ink, appearing to read "Winton Emmett".

WINTON EMMETT, Chief  
Office of Project Implementation - North  
Division of Local Assistance

Enclosure

c: DLA AE Project Files  
(10) DLAE - Parminder Singh

**MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT FOR  
FEDERAL-AID PROJECTS**

10      City of Patterson

-----  
District    Administering Agency

Agreement No. 10-5244F15

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Patterson, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

**RECITALS:**

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

## ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".
9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.
11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.
12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.
13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.
14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

## ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.
2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.
3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.
4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

## ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.
  
2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.
  
3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

## ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V  
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
  
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
  
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
  
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
  
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
  
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

## ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

## ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Patterson

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Chief, Office of Project Implementation  
Division of Local Assistance

\_\_\_\_\_  
City of Patterson  
Representative Name & Title  
(Authorized Governing Body Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

## EXHIBIT A

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

#### 5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

## EXHIBIT B

### NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

## APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

**(GRANTING CLAUSE)**

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:); (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:); and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

## APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager *KI*

**BY:** Douglas L. White, Deputy City Attorney

**MEETING DATE:** October 18, 2016

**ITEM NO:** 5.7

**SUBJECT:** Second Amendment to Option and Lease Agreement between the City of Patterson and Sacramento Valley Limited Partnership (doing business as Verizon Wireless) located at 14811 Rogers Road (Resolution # 2016-84)

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### **RECOMMENDATION**

Staff recommends that the City Council approve the Second Amendment to Option and Lease Agreement between the City of Patterson and Sacramento Valley Limited Partnership (doing business as Verizon Wireless) and Authorize the City Manager to execute the agreement.

### **BACKGROUND**

The City of Patterson (“City”) owns real property located at 14811 Rogers Road (the “Property”). In 2007, the City and Sacramento Valley Limited Partnership, doing business as Verizon Wireless (“Verizon Wireless”) entered into a lease agreement (“Tower Lease”) that authorizes Verizon Wireless to operate a cell phone tower on the Property. The Tower Lease requires Verizon Wireless to pay \$1,200 a month in rent to the City for an initial term of five years and allows Verizon Wireless the option to extend the lease for four additional five-year terms. Each extension includes a 10% rent escalation. In the final renewal term of the Tower Lease, Verizon Wireless would be paying the City \$1,680 per month until the lease expires on April 30, 2032.

On March 27, 2015, Verizon Wireless entered into an agreement with ATC Sequoia LLC, a Delaware limited liability company (“American Tower”), for American Tower to manage and operate the cell phone tower. American Tower has been negotiating on Verizon Wireless’ behalf with City staff to extend the Tower Lease for 40 years (“Lease Amendment”).

## ANALYSIS

The use of public lands for cell phone tower equipment has been a source of revenue for local municipalities for the last 20 years. Many wireless carriers require lease commitments of at least 30 years to be in place before they agree to locate their services on a cell phone tower. The Lease Amendment with American Tower would provide the City with a steady revenue stream for many additional years while allowing wireless companies to have certainty in their long-term service and financial planning.

### *Lease Amendment Negotiations*

At the start of negotiations, American Tower proposed the following three options to the City:

#### Option 1:

- A one-time lump sum payment of \$220,000.
- A perpetual easement for American Tower on the Property.
- A non-exclusive easement for access to the Property and its utilities.

#### Option 2:

- One hundred twenty (120) monthly installment payments of \$2,652. The total payout of this option would be \$318,240.
- A perpetual easement for American Tower on the Property.
- A non-exclusive easement for access to the Property and its utilities.

#### Option 3:

- A 40-year lease extension that would expire in the year 2072.
- The lease extension would comprise of one five-year lease extension at the expiration of the Tower Lease on April 30, 2032, with the option to renew for seven additional five-year terms. Rent payments and the 10% escalation rate under the Tower Lease would remain the same over the entire 40-year extension.
- A one-time lump sum payment of \$15,000.

The Finance Manager analyzed the three options and determined that Option 3 would generate the most cash flow for the City. In addition, the Finance Manager recommended that the Lease Amendment include an increase in American Tower's insurance policy and provisions requiring American Tower to pay any increase in any property taxes imposed as a result of American Tower's use of the Property. The City Attorney recommended that the City negotiate additional rental payments if American Tower subleases a portion of its leased area to another wireless provider. This type of agreement is known as co-location and is common in the industry.

### *Summary of Lease Amendment Terms*

- **Lump Sum Payment:** The City receives a lump-sum payment of \$15,000 if the Agreement is executed prior to October 31, 2016.
- **Extension Term:** The Lease Amendment extends the Tower Lease for eight additional five-year renewal terms. As amended, the Tower Lease would expire in the year 2072.
- **Rental Rate:** The rent under the Lease Amendment increases 10% during each 5-year renewal period.
- **Revenue Share:** Tenant shall pay 10% of any sublease for the third (3<sup>rd</sup>) co-locator and for all co-locators proceeding thereafter up to the sixth (6<sup>th</sup>) co-locator. The revenue share shall be 20% for the seventh (7<sup>th</sup>) and proceeding co-locators thereafter.

- **Termination:** The Lease Amendment automatically renews unless American Tower gives 60 days prior notice of termination. The City may terminate the lease only if American Tower defaults on the lease.
- **Taxes:** American Tower will pay any increase in personal property or real property taxes assessed because of American Tower's improvements on the Property.
- **Insurance:** The Lease Amendment requires American Tower to maintain an insurance policy with minimums of \$1,000,000 for property damage and \$2,000,000 for bodily injury.

### **ENVIRONMENTAL REVIEW**

Extension of the Tower Lease is does not constitute a project under the California Environmental Quality Act ("CEQA") as there is no direct or indirectly foreseeable impact to the environment from the extension of an existing lease. (14 Cal. Code Reg. 15378.)

### **FISCAL IMPACT**

In addition to the one-time payment of \$15,000, the City would collect approximately \$1.78 million in rent over the entire lease. The fiscal impact of co-location is unknown at this time.

### **ALTERNATIVE ACTIONS**

The City Council's options regarding the Lease Amendment include:

1. Adopt the Resolution approving the Lease Amendment negotiated by City staff;
2. Continue discussion of the Lease Amendment to a future meeting and direct the City Manager to continue negotiations with American Tower;
3. Reject the Resolution.

### **ATTACHMENTS**

Resolution No. 2016-84  
Second Amendment to Option and Lease Agreement

**RESOLUTION NO. 2016-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PATTERSON,  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT  
TO OPTION AND LEASE AGREEMENT DATED APRIL 18, 2006**

**WHEREAS**, the City owns real property located at 14811 Rogers Road (the "Property");

**WHEREAS**, on May 1, 2007, the City and Sacramento Valley Limited Partnership (doing business as Verizon Wireless) ("Verizon Wireless") entered into a lease agreement that authorizes Verizon Wireless to operate a cell phone tower on a portion of the Property; and

**WHEREAS**, On March 27, 2015, Verizon Wireless entered into an agreement with ATC Sequoia LLC, a Delaware limited liability company ("American Tower"), for American Tower to manage and operate the cell phone tower; and

**WHEREAS**, City staff and American Tower have negotiated and finalized the terms of a proposed amendment to extend the existing lease for an additional 40-year term, along with other provisions agreed to by each party; and

**WHEREAS**, the lease amendment will provide significant revenue for the City over its term.

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager is hereby authorized to amend the existing lease between the City and Verizon Wireless, in a form similar to the agreement attached hereto as **Exhibit A**, along with any final revisions by the City Attorney.

**PASSED AND ADOPTED** by the Patterson City Council at a meeting thereof held on the 18th day of October, 2016 by the following vote:

AYES:

NOES:

EXCUSED:

APPROVED:

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Luis I. Molina  
Mayor of the City of Patterson

ATTEST:

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Maricela L. Vela  
City Clerk of the City of Patterson

I hereby certify that the foregoing is a full, correct and true copy of a resolution passed by the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State of California, at a regular meeting held on the 18th day of October 2016, and I further certify that said resolution is in full force and effect and has never been rescinded or modified.

DATED:

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City Clerk of the City of Patterson

## THE SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT

This Second Amendment to Option and Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Patterson**, a California municipal entity ("**Landlord**") and **Sacramento-Valley Limited Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated April 18, 2006 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, , all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of Fifteen Thousand And 00/100 Dollars (\$15,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before October 31, 2016; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord. The one-time payment shall not be applicable as Rent or any other provision of this Agreement.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on May 1, 2007 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on April 30, 2032. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of

ATC Site No: 410962

VZW Site No: 115136

Site Name: Villa Del Lago CA

the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty (60) day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease is currently Fifteen Thousand Eight Hundred Forty Dollars (\$15,840) per year, payable in equal monthly installments of One Thousand Three Hundred and Twenty and 00/100 Dollars (\$1,320.00) per month (the "**Rent**"). Commencing on May 1, 2017 and on the beginning of each Existing Renewal Term thereafter, Rent due under the Lease shall increase by One Thousand Four Hundred and Forty and 00/100 Dollars (\$1,440.00) per year. Commencing on May 1, 2032, for each New Renewal Term, Annual Rent shall be equal to 110% of the annual rent payable with respect to the immediately preceding five (5) year term. . Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Patterson, CA**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.
4. **Revenue Share.**
  - a. Subject to the other applicable terms, provisions, and conditions of this Section, Tenant shall pay Landlord ten percent (10%) of any rents actually received by Tenant or American Tower under and pursuant to the terms and provisions of any sublease, license or other collocation agreement for the use of any portion of the Leased Premises for the purpose of providing wireless telecommunications services entered into by and between Tenant (or American Tower) and a third party (any such third party, the "**Additional Collocator**") subsequent to the Effective Date, (any such amounts, the "**Collocation Fee**"), excluding the first such sublease, license or agreement, for which no Collocation Fee shall be owed. The Collocation Fee shall increase to twenty percent (20%) for the seventh Additional Collocator and each Additional Collocator thereafter. Notwithstanding the foregoing, Landlord shall not be entitled to receive any portion of any sums paid by a licensee or sublessee to (i) reimburse Tenant (or American Tower) for any improvements to the Leased Premises or any structural enhancements to the tower located on the Leased Premises (such tower, the "**Tower**"), which have been made by Tenant or American Tower for the benefit of any licensee, sublessee, or other third party or (ii) reimburse Tenant or American Tower, in whole or in part, for costs, expenses, fees, or other charges incurred or associated with the development, operation, repair, or maintenance of the Leased Premises or the Tower. The Collocation Fee shall not be subject to the escalations to Rent, if any, as delineated in this Amendment and/or the Lease. To the extent the amount of rents actually received by Tenant (or American Tower) from an Additional Collocator escalate or otherwise increase pursuant to those agreements, the Collocation Fee shall be based on such increased amount.
  - b. The initial payment of the Collocation Fee shall be due within thirty (30) days of actual receipt by Tenant (or American Tower) of the first collocation payment paid by an applicable Additional

Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Tenant's obligation to pay the Collocation Fee for such sublease or license shall automatically terminate upon the date of such expiration or termination. Notwithstanding anything contained herein to the contrary, Tenant shall have no obligation to pay to Landlord and Landlord hereby agrees not to demand or request that Tenant pay to Landlord any Collocation Fee in connection with the sublease to or transfer of Tenant's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Tenant or American Tower, if such sublease or transfer does not result in additional equipment being located or installed on the Tower.

- c. Landlord hereby acknowledges and agrees that Tenant and American Tower have the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on the Tower, all on such terms as Tenant and/or American Tower deem advisable, in Tenant's and/or American Tower's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Landlord pursuant to this Section.
  - d. Notwithstanding anything to the contrary contained herein, Landlord hereby acknowledges and agrees that Tenant shall have no obligation to pay and shall not pay to Landlord any Collocation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Tenant (or American Tower), or Tenant's (or American Tower's) predecessors-in-interest, as applicable, and American Tower or any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); or (ii) any amendments, modifications, extension, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date, provided the same do not grant rights for the use of space on the tower outside of the space granted under the applicable Existing Agreement..
5. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.
6. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor (as herein defined) or to American Tower. If Landlord receives an

offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** [Omitted.]

9. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: City of Patterson, P.O. Box 667, Patterson, CA 95363; To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; and also with copy to: American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn: Legal Dept. 116 Huntington Avenue, Boston, MA

02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
12. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Insurance.** The Parties hereby agree that the third sentence of Section 9 of the Lease (captioned "Insurance") is deleted and replaced with the following sentence:

"LESSOR and LESSEE each agree that at its own cost and expense, each will maintain comprehensive general liability and property liability insurance with liability limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) for injury to or death of one or more persons in any one occurrence and One Million and 00/100 Dollars (\$1,000,000.00) for damage or destruction to property in any one occurrence."
15. **Taxes.** During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must

furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means

16. **Authority.** American Tower and 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.

[SIGNATURE PAGES TO FOLLOW]

**LANDLORD:**

**City of Patterson, a California municipal entity**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT:**

**Sacramento-Valley Limited Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being situated in the County of Stanislaus, State of California, and being known as Stanislaus County APN: 021-025-024, and being described below.

REAL PROPERTY IN THE CITY OF PATTERSON, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTHWESTERLY AND NORTHWESTERLY OF THOSE PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 8, 1965 IN VOLUME 2010 OF OFFICIAL RECORDS, AT PAGE 508, AS INSTRUMENT NO. 5273 AND BY DEED RECORDED FEBRUARY 10, 1965 IN VOLUME 2011 OF OFFICIAL RECORDS, AT PAGE 106, AS INSTRUMENT NO. 5563 AND BY DEED RECORDED AUGUST 16, 1966, AS INSTRUMENT NO. 28431.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE DELTA MENDOTA CANAL AS CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED SEPTEMBER 23, 1966 IN VOLUME 887 OF OFFICIAL RECORDS, AT PAGE 9, AS INSTRUMENT NO. 26802.

APN: 021-025-010 & 021-025-023

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF STANISLAUS, A POLITICAL CORPORATION BY THE DEED RECORDED JANUARY 17, 1997, AS INSTRUMENT NO. 1997-0003951-00, OF OFFICIAL RECORDS.

PARCEL 2:

ALL THAT PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 00°49' 48" EAST ON THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 884.05 FEET; THENCE NORTH 89° 10' 12" WEST 25.00 FEET TO THE WEST LINE OF ROGERS ROAD; THENCE SOUTH 14°48' 21" WEST ON SAID WEST LINE 380.97 FEET TO A POINT ON THE BOUNDARY OF THE CALIFORNIA AQUEDUCT; THENCE ON SAID BOUNDARY SOUTH 73°47' 20" WEST 197.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 73°47' 20" WEST 150.00 FEET TO THE EASTERLY LINE OF THE PARCEL IDENTIFIED AS D-SL-79B AND SHOWN ON RIGHT OF WAY MAP NO. 01032-50-10, DEPARTMENT OF WATER RESOURCES; THENCE FOLLOWING SAID EASTERLY LINE OF PARCEL D-SL-79B, NORTH 58°26' 48" WEST 32.58 FEET; THENCE NORTH 37°37' 03" WEST 135.21 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 73°47' 20" EAST 221.25 FEET; THENCE SOUTH 16°12' 40" EAST 150.00 FEET TO THE POINT OF BEGINNING.

APN: 021-025-024

THE ABOVE DESCRIPTION IS BASED THE CALIFORNIA COORDINATE SYSTEM FROM RECORD INFORMATION AS SHOWN ON THE MAPS PREPARED BY THE DIVISION OF HIGHWAYS AND THE DEPARTMENT OF WATER RESOURCES.

PARCEL 3:

AN ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM PARCEL 2 DESCRIBED ABOVE AND A UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING ANY ALL UTILITIES REQUIRED BY PARCEL 2 DESCRIBED ABOVE. THE UTILITIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, ELECTRICITY, SEWER, WATER TELEPHONE, NATURAL GAS AND STORM DRAINAGE, SAID ACCESS AND UTILITY EASEMENTS ARE LOCATED ON THE FOLLOWING PROPERTY:

ALL THAT PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 00°49' 48" EAST ON THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 884.05 FEET; THENCE NORTH 89°10' 12" WEST 25.00 FEET TO THE WEST LINE OF ROGERS ROAD; THENCE SOUTH 14°48' 21" WEST ON SAID WEST LINE 380.97 FEET TO A POINT ON THE BOUNDARY OF THE CALIFORNIA AQUEDUCT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON SAID BOUNDARY SOUTH 73°47' 20" WEST 197.31 FEET TO THE EASTERLY LINE OF THE ABOVE DESCRIBED TANK SITE PARCEL; THENCE NORTH 16°12' 40" WEST ON THE EASTERLY LINE OF SAID TANK SITE PARCEL 40.00 FEET; THENCE LEAVING SAID PARCEL NORTH 73°47' 20" EAST 221.36 FEET TO THE WESTERLY LINE OF ROGERS ROAD; THENCE SOUTH 14° 48' 22" WEST ON SAID WESTERLY LINE 46.67 FEET TO THE POINT OF BEGINNING.

ATC Site No: 410962  
VZW Site No: 115136  
Site Name: Villa Del Lago CA

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT PORTION OF ABOVE LESSOR'S PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PROPERTY;  
THENCE ON AND ALONG THE EAST LINE OF SAID PARCEL S 16°12'59" E, A DISTANCE OF 50.00 FEET  
TO POINT "A"; THENCE S 73°47'01" W, A DISTANCE OF 30.00 FEET; THENCE N 16°12'59" W, A  
DISTANCE OF 50.00 FEET; THENCE N 73°47'01" E, A DISTANCE OF 30.00 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 1,500 SQUARE FEET, MORE OR LESS.

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

### Access Easement

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE S 73°47'01" W, A DISTANCE OF 28.38 FEET;  
THENCE S 23°27'04" E, A DISTANCE OF 75.28 FEET; THENCE N 74°38'09" E, A DISTANCE OF 18.90  
FEET; THENCE N 16°13'02" W, A DISTANCE OF 74.96 FEET TO THE POINT OF BEGINNING.

### Utility Easement #1

COMMENCING AT ABOVE MENTIONED POINT "A"; THENCE N 16°12'59" W, A DISTANCE OF 13.83 FEET  
TO THE POINT OF BEGINNING;  
THENCE N 73°47'01" E, A DISTANCE OF 3.07 FEET; THENCE S 16°16'17" E, A DISTANCE OF 83.06  
FEET TO POINT "B"; THENCE CONTINUING S 16°16'17" E, A DISTANCE OF 57.81 FEET TO THE  
TERMINUS OF THIS DESCRIPTION.

### Utility Easement #2

BEGINNING AT ABOVE DESCRIBED POINT "B"; THENCE N 73°33'58" E, A DISTANCE OF 157.27 FEET;  
THENCE N 62°11'11" E, A DISTANCE OF 24.95 FEET; THENCE N 42°47'46" E, A DISTANCE OF 241.40  
FEET; THENCE N 00°34'58" E, A DISTANCE OF 378.46 FEET; THENCE N 21°37' 22" E, A DISTANCE OF  
76.83 FEET; THENCE N 48°57'39" E, A DISTANCE OF 49.43 FEET; THENCE S 28°26'46" E, A  
DISTANCE OF 76.41 FEET; THENCE S 29°44'25" E, A DISTANCE OF 47.53 FEET; THENCE S 29°07'08"  
E, A DISTANCE OF 135.18 FEET; THENCE N 58°18'24" E, A DISTANCE OF 87.96 FEET TO A TELCO  
VAULT AND THE TERMINUS OF THIS DESCRIPTION.

# **EXHIBIT B**

## **FORM OF MEMORANDUM OF LEASE**

ATC Site No: 410962  
VZW Site No: 115136  
Site Name: Villa Del Lago CA

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Daniel W. Levine, Esq.  
ATC Site No: 410962  
ATC Site Name: Villa Del Lago CA  
Assessor's Parcel No(s): 021-025-024

State of California  
County of Stanislaus

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**MEMORANDUM OF LEASE**

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This Memorandum of Lease (the "**Memorandum**") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_ by and between **City of Patterson**, a California municipal entity ("**Landlord**") and **Sacramento-Valley Limited Partnership d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Option and Lease Agreement dated April 18, 2006 (as the same may have been amended, renewed, extended, restated, and/or modified from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A** attached hereto and by this reference made a part hereof.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be April 30, 2072. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any

ATC Site No: 410962  
VZW Site No: 115136  
Site Name: Villa Del Lago CA

option to renew the term of the Lease.

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: City of Patterson, P.O. Box 667, Patterson, CA 95363, To Tenant at: Verizon Wireless, Attn. Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; **and also with copy to:** American Tower, Attn: Land Management, 10 Presidential Way, Woburn, MA 01801, **and also with copy to:** Attn: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

City of Patterson, a California municipal entity

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

**TENANT**

**WITNESS**

**Sacramento-Valley Limited Partnership d/b/a  
Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being situated in the County of Stanislaus, State of California, and being known as Stanislaus County APN: 021-025-024, and being described below.

REAL PROPERTY IN THE CITY OF PATTERSON, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

THE SOUTHEAST ONE-QUARTER AND THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO BASE AND MERIDIAN, LYING NORTHWESTERLY AND NORTHWESTERLY OF THOSE PORTION CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED FEBRUARY 8, 1965 IN VOLUME 2010 OF OFFICIAL RECORDS, AT PAGE 508, AS INSTRUMENT NO. 5273 AND BY DEED RECORDED FEBRUARY 10, 1965 IN VOLUME 2011 OF OFFICIAL RECORDS, AT PAGE 106, AS INSTRUMENT NO. 5563 AND BY DEED RECORDED AUGUST 16, 1966, AS INSTRUMENT NO. 28431.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE DELTA MENDOTA CANAL AS CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED SEPTEMBER 23, 1966 IN VOLUME 867 OF OFFICIAL RECORDS, AT PAGE 9, AS INSTRUMENT NO. 26802.

APN: 021-025-010 & 021-025-023

ALSO EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE COUNTY OF STANISLAUS, A POLITICAL CORPORATION BY THE DEED RECORDED JANUARY 17, 1997, AS INSTRUMENT NO. 1997-0003951-00, OF OFFICIAL RECORDS.

PARCEL 2:

ALL THAT PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 00°49' 48" EAST ON THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 884.05 FEET; THENCE NORTH 89° 10' 12" WEST 25.00 FEET TO THE WEST LINE OF ROGERS ROAD; THENCE SOUTH 14°48' 21" WEST ON SAID WEST LINE 380.97 FEET TO A POINT ON THE BOUNDARY OF THE CALIFORNIA AQUEDUCT; THENCE ON SAID BOUNDARY SOUTH 73°47' 20" WEST 197.31 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH 73°47' 20" WEST 150.00 FEET TO THE EASTERLY LINE OF THE PARCEL IDENTIFIED AS D-SL-79B AND SHOWN ON RIGHT OF WAY MAP NO. 01032-50-10, DEPARTMENT OF WATER RESOURCES; THENCE FOLLOWING SAID EASTERLY LINE OF PARCEL D-SL-79B, NORTH 58°26' 48" WEST 32.58 FEET; THENCE NORTH 37°37' 03" WEST 135.21 FEET; THENCE LEAVING SAID EASTERLY LINE NORTH 73°47' 20" EAST 221.25 FEET; THENCE SOUTH 16°12' 40" EAST 150.00 FEET TO THE POINT OF BEGINNING.

APN: 021-025-024

THE ABOVE DESCRIPTION IS BASED THE CALIFORNIA COORDINATE SYSTEM FROM RECORD INFORMATION AS SHOWN ON THE MAPS PREPARED BY THE DIVISION OF HIGHWAYS AND THE DEPARTMENT OF WATER RESOURCES.

PARCEL 3:

AN ACCESS EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM PARCEL 2 DESCRIBED ABOVE AND A UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING AND MAINTAINING ANY ALL UTILITIES REQUIRED BY PARCEL 2 DESCRIBED ABOVE. THE UTILITIES SHALL INCLUDE, BUT ARE NOT LIMITED TO, ELECTRICITY, SEWER, WATER TELEPHONE, NATURAL GAS AND STORM DRAINAGE. SAID ACCESS AND UTILITY EASEMENTS ARE LOCATED ON THE FOLLOWING PROPERTY.

ALL THAT PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 7 EAST, MOUNT DIABLO MERIDIAN, COUNTY OF STANISLAUS, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 00°49' 48" EAST ON THE EAST LINE OF SAID SECTION 27 A DISTANCE OF 884.05 FEET; THENCE NORTH 89°10' 12" WEST 25.00 FEET TO THE WEST LINE OF ROGERS ROAD; THENCE SOUTH 14°48' 21" WEST ON SAID WEST LINE 380.97 FEET TO A POINT ON THE BOUNDARY OF THE CALIFORNIA AQUEDUCT AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ON SAID BOUNDARY SOUTH 73°47' 20" WEST 197.31 FEET TO THE EASTERLY LINE OF THE ABOVE DESCRIBED TANK SITE PARCEL; THENCE NORTH 16°12' 40" WEST ON THE EASTERLY LINE OF SAID TANK SITE PARCEL 40.00 FEET; THENCE LEAVING SAID PARCEL NORTH 73°47' 20" EAST 221.36 FEET TO THE WESTERLY LINE OF ROGERS ROAD; THENCE SOUTH 14° 48' 22" WEST ON SAID WESTERLY LINE 46.67 FEET TO THE POINT OF BEGINNING.

ATC Site No: 410962  
VZW Site No: 115136  
Site Name: Villa Del Lago CA

## LEASED PREMISES

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT PORTION OF ABOVE LESSOR'S PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID PROPERTY;  
THENCE ON AND ALONG THE EAST LINE OF SAID PARCEL S 16°12'59" E, A DISTANCE OF 50.00 FEET TO POINT "A"; THENCE S 73°47'01" W, A DISTANCE OF 30.00 FEET; THENCE N 16°12'59" W, A DISTANCE OF 50.00 FEET; THENCE N 73°47'01" E, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,500 SQUARE FEET, MORE OR LESS.

## ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

### Access Easement

BEGINNING AT ABOVE MENTIONED POINT "A"; THENCE S 73°47'01" W, A DISTANCE OF 28.38 FEET; THENCE S 23°27'04" E, A DISTANCE OF 75.28 FEET; THENCE N 74°38'09" E, A DISTANCE OF 18.90 FEET; THENCE N 16°13'02" W, A DISTANCE OF 74.96 FEET TO THE POINT OF BEGINNING.

### Utility Easement #1

COMMENCING AT ABOVE MENTIONED POINT "A"; THENCE N 16°12'59" W, A DISTANCE OF 13.83 FEET TO THE POINT OF BEGINNING;  
THENCE N 73°47'01" E, A DISTANCE OF 3.07 FEET; THENCE S 16°16'17" E, A DISTANCE OF 83.06 FEET TO POINT "B"; THENCE CONTINUING S 16°16'17" E, A DISTANCE OF 57.81 FEET TO THE TERMINUS OF THIS DESCRIPTION.

### Utility Easement #2

BEGINNING AT ABOVE DESCRIBED POINT "B"; THENCE N 73°33'58" E, A DISTANCE OF 157.27 FEET; THENCE N 62°11'11" E, A DISTANCE OF 24.95 FEET; THENCE N 42°47'46" E, A DISTANCE OF 241.40 FEET; THENCE N 00°34'58" E, A DISTANCE OF 378.46 FEET; THENCE N 21°37' 22" E, A DISTANCE OF 76.83 FEET; THENCE N 48°57'39" E, A DISTANCE OF 49.43 FEET; THENCE S 28°26'46" E, A DISTANCE OF 76.41 FEET; THENCE S 29°44'25" E, A DISTANCE OF 47.53 FEET; THENCE S 29°07'08" E, A DISTANCE OF 135.18 FEET; THENCE N 58°18'24" E, A DISTANCE OF 87.96 FEET TO A TELCO VAULT AND THE TERMINUS OF THIS DESCRIPTION.

## Instructions for completing the Resolution and Consent Affidavit

### *\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Daniel W. Levine, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 021-025-024

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**RESOLUTION AND CONSENT AFFIDAVIT**

**City of Patterson**, a California municipal entity

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to Sacramento-Valley Limited Partnership **d/b/a Verizon Wireless** (the "**Tenant**") pursuant to that certain Option and Lease Agreement originally dated April 18, 2006 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.
5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of

ATC Site No: 410962  
VZW Site No: 115136  
Site Name: Villa Del Lago CA



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**WITNESS**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**WITNESS**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**WITNESS**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**WITNESS**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: \_\_\_\_\_%

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

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

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon 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.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager

**BY:** Maricela Vela, City Clerk

**MEETING DATE:** October 18, 2016

**ITEM NO:** 5.8

**SUBJECT:** Approve Resolution No. 2016-85, Rejecting the Claim of William James Williams In An Amount of \$427.95 for Alleged Damages.

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### **RECOMMENDATION**

Motion to approve Resolution No. 2016-85, rejecting the claim of William James Williams in an amount of \$427.95 for alleged damages.

### **FISCAL IMPACT**

None.

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**RESOLUTION NO. 2016-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PATTERSON, CALIFORNIA, REJECTING THE CLAIM OF WILLIAM JAMES WILLIAMS IN AN AMOUNT OF \$427.95 FOR ALLEGED DAMAGES**

**WHEREAS**, a claim submitted by William James Williams in an amount of \$427.95 was received against the City of Patterson on October 12, 2016 for alleged damages.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Patterson that it hereby rejects the claim for damages in an amount of \$427.95 against the City of Patterson for alleged damages.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Patterson held on the 18th day of October 2016, by \_\_\_\_\_, who moved its adoption, which motion was duly seconded by \_\_\_\_\_, and it was upon roll call carried and the resolution adopted by the following roll call vote:

AYES:

NOES:

EXCUSED:

APPROVED:

\_\_\_\_\_  
Luis I. Molina, Mayor of the City of Patterson

ATTEST:

\_\_\_\_\_  
Maricela L. Vela, City Clerk of the City of Patterson

1 I hereby certify that the foregoing is a full, correct, and true copy of a resolution passed by  
2 the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State  
3 of California, at a regular meeting held on the 18th day of October 2016, and I further certify that  
4 said resolution is in full force and effect and has never been rescinded or modified.

5 DATED:

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City Clerk of the City of Patterson

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

OCT 12, 2016  
CN  
City of Patterson

(Please Type Or Print)

CLAIM AGAINST City of Patterson  
(Name of Entity)

Claimant's name: William James Williams

DOB: 9-15-64 Gender: Male  Female

Claimant's address: 835 MORAY COURT Telephone: 925-395-0205  
PATTERSON CA 95363

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: 10-1-16 FIRST APPOINTMENT WITH PLUMBER

Date injuries, damages, or losses were discovered: 10-12-16 APPOINTMENT FOR CAMERA CITY PLUMBER

Location of incident/accident: 835 MORAY COURT PATTERSON CA 95363

What did entity or employee do to cause this loss, damage, or injury? CITY MANDATED TREE ROOT BROKE INTO SEWER LINE AND CLOGGED SEWER LINE.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? CITY OF PATTERSON

What specific injuries, damages, or losses did claimant receive? DAMAGED SEWER LINE, LOSSES OF CAMERA FEE TO PROVIDE LIVE VIDEO PROOF # 298-016 10-12-16  
(Use back of this form or separate sheet if necessary to answer this question in detail.)  
PLUMBER APPOINTMENT TO UNCLOG & RECOMMEND # 129.95 10-1-16

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

SEEKING REIMBURSEMENT FOR PLUMBER FEE & CAMERA FEE TO PROVIDE LIVE VIDEO PROOF

How was this amount calculated (please itemize)? \$ 427.95

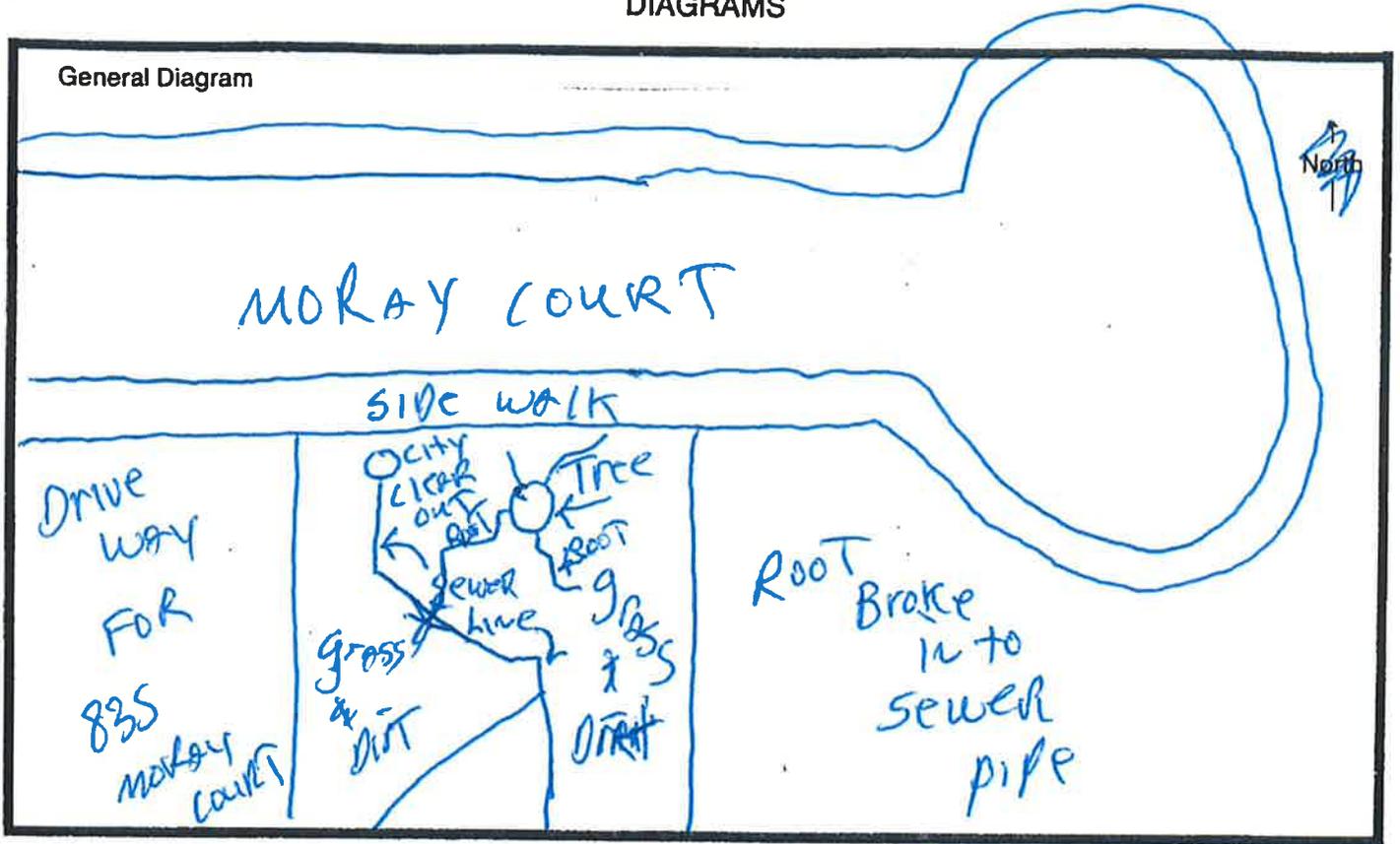
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 10-12-16 Signature: Will Williams

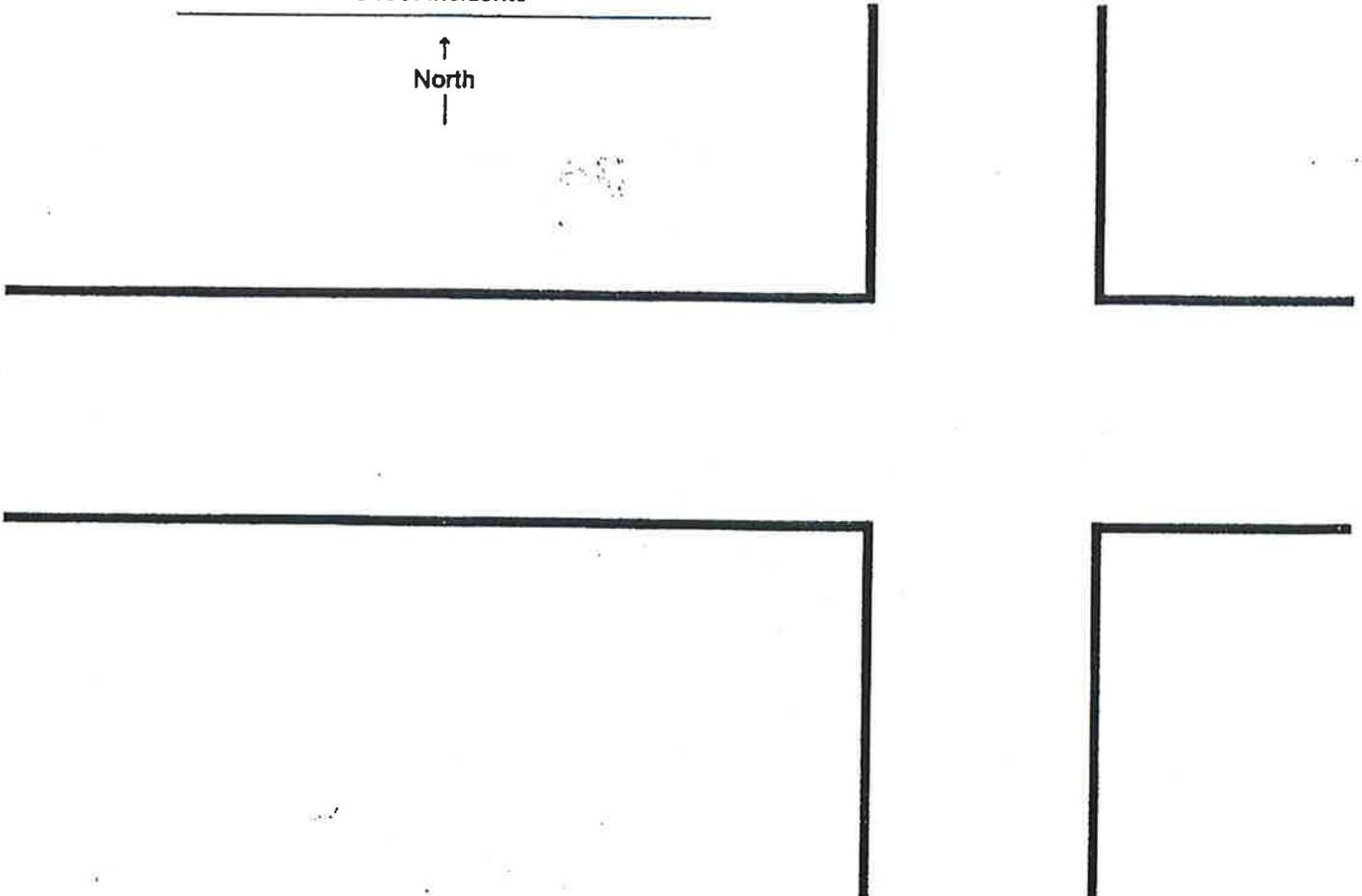
If signed by representative:  
Representative's Name \_\_\_\_\_ Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

DIAGRAMS

General Diagram



Street Incidents



## **PLEASE READ — IMPORTANT!**

**Your claim must be filed within 6 months of the incident (Government code 911.2)**

**Your claim will be forwarded to the City's Risk Manager for investigation. Following that, your claim will be either settled or denied. You will be notified by mail.**

**If your claim is denied, you will have 6 months from date of denial to initiate an action against the city (Government code 945.6) Our hope is that you will be treated fairly. If you have any questions please call.**

# DISCOUNT PLUMBING Heating & Air

## Home Improvement Contract

787 Cottage Ave, Manteca CA 95336

**Site Information**

Single Family  Multi-Family  Commercial  Property Mgt.

Name: William J. Williams

Address: 835 MORAY CT

City: PATTERSON State: CA ZIP: 95363

Phone #1: \_\_\_\_\_ Email: \_\_\_\_\_

**Billing Information (if different)**

Name / Business Name

Address

City

State

ZIP

POB / Approval / Store Stamp

INCIDENT # \_\_\_\_\_ CONTRACT DATE: 10-12-16 APPROXIMATE START DATE (if diff): \_\_\_\_\_ ESTIMATED COMPLETION DATE (if diff): \_\_\_\_\_

**SERVICE TECHNICIAN**

Prior to the customer entering into the contract, I have discussed the nature of the service and costs and only explained the right to cancel with the customer. I have given a copy of the contract to the customer. All work I have done has been in compliance with company standards in a workmanlike manner, to building codes when applicable and I have not been injured.

First Name: Frank CSLB # 104350

Last Name: Hampton Tech Sig: Frank Hampton

PERMIT  Yes  No  Homeowner Pulling

Warranty

Residential Drain (14 Days)  Point of Repair:  30 Days  60 Days  90 Days  1 Yr

Water Heater (1 Yr Labor / 6 Yr Mfg)  Extended Water Heater (5 Yr Labor / 10 Yr Mfg)

Other: None Exp: \_\_\_\_\_

No Warranty

FINDINGS / RECOMMENDATIONS (YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED):

*Comm sewer line*

ACCEPT \_\_\_\_\_ DECLINE \_\_\_\_\_ CUSTOMER INITIALS \_\_\_\_\_

QUAN. \_\_\_\_\_ TASK # \_\_\_\_\_

DESCRIPTION OF THE PROJECT AND THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.

STANDARD / MEMBER

NW 1 DLCO2

STANDARD

*Comm sewer line from End to end found sewer line to be broken and roots growing sewer line to force from*

STANDARD RATE \_\_\_\_\_ MEMBER RATE 298.00

CONTRACT PRICE

**RIGHT TO CANCEL**

The law requires that the contractor gives you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel."

Customer initials NW

ESTIMATE ONLY  No work performed  Customer initials \_\_\_\_\_

LIST OF DOCS. TO BE INCOMP. INTO THE CONTRACT

Notice of Cancellation; Terms and Conditions; Arbitration of Disputes; Three-Day Right to Cancel; Mechanics Lien Warning; Information about Contractor's State License Board's Progress Payment Schedule; Addendum A

OFFICE USE

APPROVED

**AUTHORIZATION TO PROCEED WITH WORK**

I, the undersigned, an owner / authorized representative of the premises in which the work mentioned above is to be done, I hereby authorize you to perform the work above and to use such labor and materials as you deem advisable. I acknowledge this CONTRACT as an Agreement to do the work as described for the price as quoted. I understand the Terms and Conditions as payment due in full upon the completion of the work. The owner or tenant has the right to require the contractor to have a performance and payment bond. If Contractor is not paid in full upon completion, the invoice TOTAL shall be the face value of the invoice plus fees and reasonable collection costs. I have read, agreed to, and received a copy of the TERMS AND CONDITIONS and STATUTORY NOTICES. ALL PARTS AND EQUIPMENT TO BE ROUGH FILLED AT COMPLETION OF WORK UNLESS OTHERWISE SPECIFIED IN WRITING. ALL EXCAVATION REMOVED WILL BE DISCARDED UNLESS OTHERWISE SPECIFIED IN WRITING. ALL EXCAVATION TO BE ROUGH FILLED AT COMPLETION OF WORK UNLESS OTHERWISE SPECIFIED IN WRITING.

NO ORAL MODIFICATION OF THIS AGREEMENT IS PERMISSIBLE.

ACCEPTANCE SIGNATURE OF WORK PERFORMED

X William Williams

I find the service and materials rendered and installed in connection with the work mentioned above to have been completed in a satisfactory and workmanlike manner. I agree that the amount set forth on the contract in the space labeled "TOTAL" to be the total and completed flat rate/minimum charge. I agree to pay reasonable collection fees and lien fees in the event of a dispute. A monthly service charge of 1.5% will be added after 30 days. I acknowledge that (1) I have read and received the Warranty Policy and (2) I have read and received a legible copy of this Contract in its entirety.

X William Williams

APPROVED

TYPE OF PAYMENT

CASH  CHECK # 4370  WARRANTY

DRIVERS LIC # \_\_\_\_\_

BILLING # \_\_\_\_\_

STANDARD RATE TOTAL

MEMBER RATE TOTAL

PLUS PERMIT COST \$ \_\_\_\_\_

LESS DISCOUNTS, COUPONS, AND GIFT CERTIFICATES \$ \_\_\_\_\_

LESS DOWN PAYMENT (SEE BELOW) \$ \_\_\_\_\_

TOTAL \$ 298.00

CUSTOMER COPY

# DISCOUNT PLUMBING

## Heating & Air

Home Improvement Contract

787 Cottage Ave, Manteca CA 95336

1-800-708-0079  
www.DiscountPlumbing24hr.com

Site Information

Salage Family - Multiple Family - Commercial - Property Mgr  
**CHARLENE WILLIAMS**  
**835 MORAY CT**  
**PATERSON, NJ 07640**

Billing Information (if different)

**wed 12th**  
**9:30-10**

FINDINGS / RECOMMENDATIONS (YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE STARTED):

**RECOMMEND CAMERA INSPECTION TO FIND BREAK IN LINE IN FRONT YARD.**

**side walk**

**1st**

**2nd**

DESCRIPTION OF THE PROJECT AND THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.

**MAINLINE BACKUP, CLEARED THROUGH OUTSIDE CLEARANCE.**

**(NO CHARGE) VALUE TAG (NO CHARGE) W/H STICKER**

ACCEPT	DECLINE	CUSTOMER INITIALS	QUAN.	TASK #	DESCRIPTION OF THE PROJECT AND THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED.	STANDARD / MEMBER	STANDARD RATE	MEMBER RATE	CONTRACT PRICE
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>EW</b>	<b>1</b>	<b>DS10</b>	<b>MAINLINE BACKUP, CLEARED THROUGH OUTSIDE CLEARANCE.</b>	<input type="checkbox"/> STANDARD	<b>176.41</b>	<b>149.95</b>	
<input type="checkbox"/>	<input type="checkbox"/>								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>EW</b>		<b>HS01</b>	<b>(NO CHARGE) VALUE TAG</b>	<input type="checkbox"/> MEMBER			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<b>EW</b>		<b>HS05</b>	<b>(NO CHARGE) W/H STICKER</b>	<input type="checkbox"/> MEMBER			

**RIGHT TO CANCEL**  
 The law requires that the contractor gives you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Notice of the Three-Day Right to Cancel."

**LIST OF DOCS. TO BE INCORP. INTO THE CONTRACT**  
 Notice of Cancellation, Terms and Conditions, Arbitration of Disputes, Three-Day Right to Cancel, Mechanic Lien Warning, Information about Contractor's State License Board, Progress Payment Schedule, Addendum A.

OFFICE USE

ESTIMATE ONLY

No work performed

Customer initials

**EW**

ACCEPTANCE SIGNATURE OF WORK PERFORMED

I find the service and materials rendered and installed in connection with the work mentioned above to have been completed in a satisfactory and workmanlike manner. I agree that the amount set forth on the contract in the space labeled "TOTAL" to be the total and completed flat rate/minimum charge. I agree to pay reasonable collection fees and lien fees in the event of a dispute. A monthly service charge of 1.5% will be added after 30 days. I acknowledge that (1) I have read and received the Warranty Policy and (2) I have read and received a legible copy of this Contract in its entirety.

CUSTOMER COPY

INCIDENT # **16093017**  
 CONTRACT # **161116**  
 ESTIMATED VALUE \$ **149.95**

SERVICE TECHNICIAN

Prior to the customer entering into the contract, I have discussed the nature of the service and costs, and orally explained the right to cancel with the customer. I have given a copy of the contract to the customer. All work I have done has been in compliance with company standards in a workmanlike manner, to building codes when applicable and have not been injured.

NAME **DANIEL** JOB # **16093017**  
 NAME **AVILA** PHONE **951-211-1111**  
 PERMIT # **16093017** SIGNATURE **[Signature]**

WARRANTY  
 Description of Work: **Back up** Start Date: **12/12/16** End Date: **12/12/16**  
 Estimated Work Hours: **1.5** Labor: **20.00** Mat: **0.00**

STANDARD RATE TOTAL	MEMBER RATE TOTAL
<b>176.41</b>	<b>149.95</b>
PLUS PERMIT COST \$	
LESS DISCOUNTS, COUPONS, AND GIFT CERTIFICATES \$	<b>20.00</b>
LESS DOWN PAYMENT (SEE BELOW) \$	
TOTAL \$	<b>129.95</b>

TYPE OF PAYMENT  
 CASH  CHECK # **4368**   
 CONFERENCE # **16093017**  
 BILLING #

41683

SCANNED

**Addendum A**

**§ 1 HOMEOWNER PERMIT ACKNOWLEDGMENT**

I, the undersigned buyer, agree to pull my own permit for the invoice listed below. I understand that getting this permit is my responsibility and not that of Doncam American Inc. As such, Doncam American Inc. is waving its Permit Pull Fee for this job.

Today's Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**§ 2 SCHEDULE OF PROGRESS PAYMENTS**

The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment.

	Amount	Description of Work	Date
1.	\$ _____	_____	_____
2.	\$ _____	_____	_____
3.	\$ _____	_____	_____
<b>Total:</b>		\$ _____	

IT IS AGAINST THE LAW FOR A DIRECT CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

Today's Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**§ 3 CHANGE ORDER**

The buyer may not require a contractor to perform extra or change-order work without providing written authorization.

(A) The scope of work encompassed by the order: \_\_\_\_\_

(B) The amount to be added or subtracted from the contract: \$ \_\_\_\_\_

(C) The effect the order will make in the progress payments or the completion date: \_\_\_\_\_

Today's Date: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Buyer's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

**§ 4 WAIVER – RIGHT OF RESCISSION**

I, the undersigned buyer, initiated contact with Doncam American Inc. about the problem described below. The materials and labor are needed to meet an emergency or immediately necessary repairs for the protection of persons or real or personal property. I now describe, in my own handwriting, the situation as follows:

*Material backed up*

I expressly acknowledge and waive my right to cancel within three days.

Today's Date: 10/1/16 Invoice #: 41683

Buyer's Signature: [Signature] Printed Name: Charlene Williams



## CITY COUNCIL AGENDA REPORT

**TO:** Mayor Molina and Members of the City Council

**FROM:** Ken Irwin, City Manager *KI*

**BY:** Maricela Vela, City Clerk

**MEETING DATE:** October 18, 2016

**ITEM NO:** 5.9

**SUBJECT:** Approve Resolution No. 2016-82, Rejecting the Claim of Jay Helmer In An Unknown Amount for Alleged Damages.

---

### **RECOMMENDATION**

Motion to approve Resolution No. 2016-82, rejecting the claim of Jay Helmer in an unknown amount for alleged damages.

### **FISCAL IMPACT**

None.



1 I hereby certify that the foregoing is a full, correct, and true copy of a resolution passed by  
2 the City Council of the City of Patterson, a Municipal Corporation of the County of Stanislaus, State  
3 of California, at a regular meeting held on the 18th day of October 2016, and I further certify that  
4 said resolution is in full force and effect and has never been rescinded or modified.

5 DATED:

6

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---

City Clerk of the City of Patterson

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CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

CLAIM FORM

(Please Type Or Print)



CLAIM AGAINST City of Patterson Street Sweeper  
(Name of Entity)

Claimant's name: Jay Helmer

DOB: 09/11/82 Gender: Male  Female

Claimant's address: 329 Condor Ct, Patterson Telephone: 209-241-7104

Address where notices about claim are to be sent, if different from above: \_\_\_\_\_

Date of incident/accident: 9/26/16

Date injuries, damages, or losses were discovered: 9/26/16

Location of incident/accident: Front of my house on BACK Right Side of my Tahoe SUV.

What did entity or employee do to cause this loss, damage, or injury? They got too close to my vehicle and Scratched it.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Street Sweeper that was driving on 9/26/16.

What specific injuries, damages, or losses did claimant receive? Scratches on Side of my Tahoe.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]

We are seeking a paint job to fix damages/ scratches on SUV.

How was this amount calculated (please itemize)? Will not have a calculation until this is discussed with you.  
(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed: 10/2/16 Signature: [Signature]

If signed by representative:  
Representative's Name \_\_\_\_\_ Address \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Relationship to Claimant \_\_\_\_\_

DIAGRAMS

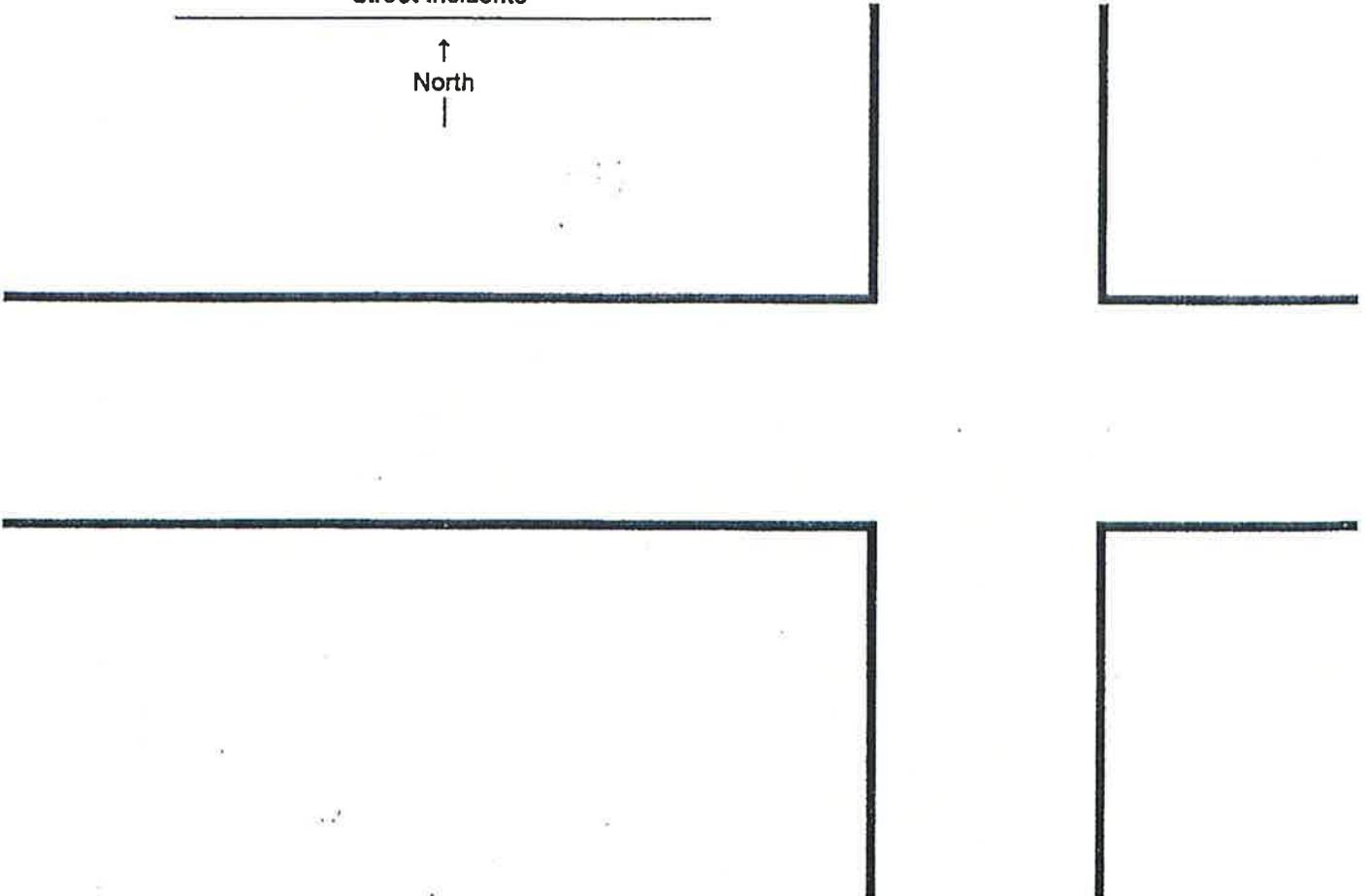
General Diagram

↑  
North  
|



Street Incidents

↑  
North  
|





## PLEASE READ — IMPORTANT!

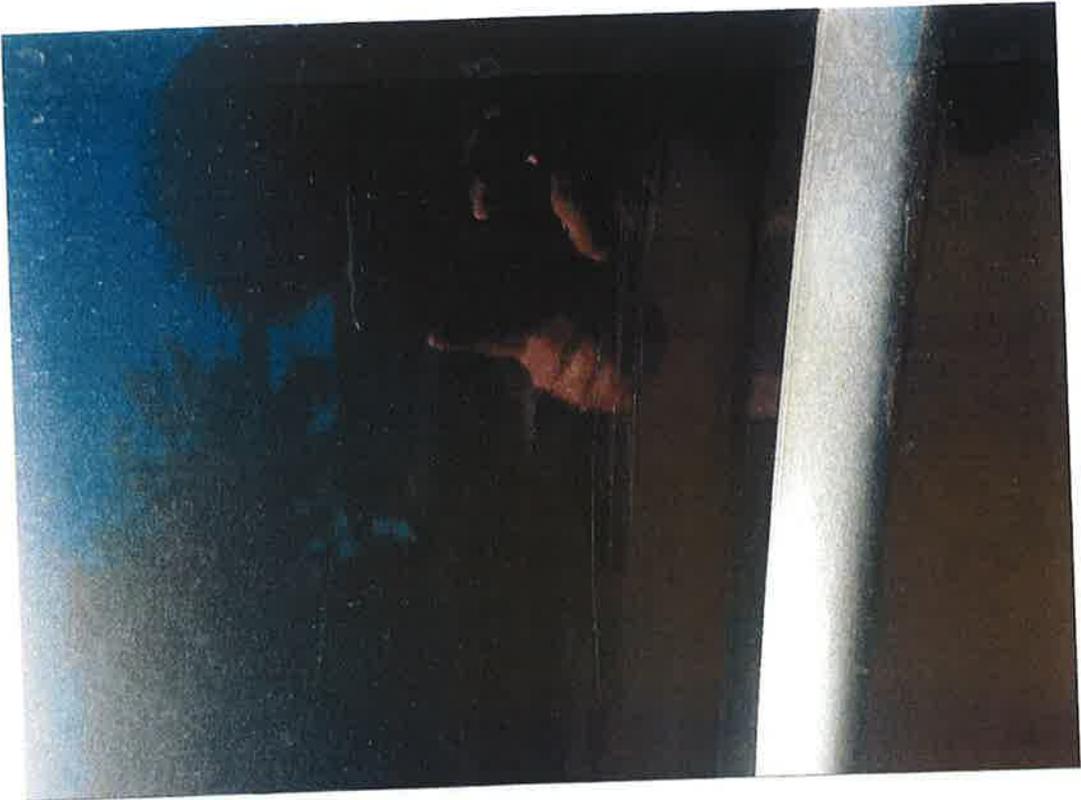
Your claim must be filed within 6 months of the incident (Government code 911.2)

Your claim will be forwarded to the City's Risk Manager for investigation. Following that, your claim will be either settled or denied. You will be notified by mail.

If your claim is denied, you will have 6 months from date of denial to initiate an action against the city (Government code 945.6) Our hope is that you will be treated fairly. If you have any questions please call.



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PATTERSON  
MK





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0 34575 29743 5  
4 x 8 Greeting Card Qty \_\_\_\_\_

4 00000 04143 8  
4 x 6 Photo Book  
Extra Pages Qty \_\_\_\_\_

Store supply item #301151

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Picture CD

Qty \_\_\_\_\_



5 x 7 / 6 x 8 / 6 x 6 Prints Qty \_\_\_\_\_



Archive DVD

Qty \_\_\_\_\_



4 x 6 Photo Book

Qty \_\_\_\_\_



4 x 8 Greeting Card

Qty \_\_\_\_\_



4 x 6 Photo Book  
Extra Pages

Qty \_\_\_\_\_