



**City of Oakdale
Regular
City Council Meeting Minutes**

City Council Chambers
277 North Second Avenue
Oakdale, California

Monday, May 21, 2018

7:00 PM

City Council Chambers

1. CALL TO ORDER:

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

2. COUNCIL MEMBERS PRESENT/ABSENT:

Present: Mayor Paul
Mayor Pro Tem Dunlop
Council Member Bairos
Council Member McCarty

Absent: Council Member Murdoch

Staff Present: City Manager Whitemyer
City Attorney Hallinan
Management Analyst Andersen
Finance Director Avila
Public Works Superintendent Bridgewater
Police Lieutenant Carrillo
Public Services Director Gravel
Police Chief Heller
Chief Building Inspector Odom
Senior Engineer Technician Renfrow
City Clerk Teixeira

3. PLEDGE OF ALLEGIANCE:

Mayor Paul led the pledge of allegiance.

4. INVOCATION:

Pastor Kent Roberts, The River Christian Community provided the Invocation.

5. PRESENTATIONS/ACKNOWLEDGEMENTS:

5.1: Proclamation Declaring June "Disability Awareness Month".

Carolyn Teixeira Gomes, Director of Development Society for disABILITIES accepted from Mayor Paul the Proclamation declaring June "Disability Awareness Month".



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6. ADDITIONS/DELETIONS:

Mayor Paul asked whether there were any additions or deletions to the City Council agenda. No additions or deletions were advised.

7. PUBLIC COMMENTS:

Karina Mendoza, Oakdale Branch Manager for the Stanislaus County Library system advised the City Council and those in attendance of upcoming events at the Oakdale Library.

8. APPOINTMENT TO BOARDS AND COMMISSIONS:

None scheduled.

9. CONSENT AGENDA:

Mayor Paul asked whether there were any questions or requests to remove items from the Consent Agenda.

Mayor Paul declared a conflict of interest due to the proximity of her residence to the project identified in Agenda Item 9.7; Subdivision Improvement Agreement (SIA) and Final Map for the River Pointe Subdivision, stating she would abstain from voting on this item. There were no further questions, comments or requests to remove items from the Consent Agenda.

MOTION

To approve the City of Oakdale City Council Consent Agenda Items 9.1 through 9.7 for May 21, 2018 as follows:

- 9.1: Approve the Regular City Council Meeting Minutes of May 7, 2018.
- 9.2: Receive and File the Warrant List for the period of May 03, 2018 to May 16, 2018.
- 9.3: By Motion, Waive all Readings of Ordinances and Resolutions, except by Title.
- 9.4: Second Reading of Ordinance 1259, an Ordinance of the City of Oakdale also known as CODE TEXT AMENDMENT 2017-20 to amend the Oakdale Municipal Code Chapter 36, Section 26, the City's Sign Ordinance. Amendments will provide a comprehensive update to the City's Sign Ordinance.
- 9.5: Adopt Resolution 2018-065, a Resolution of the City Council of the City of Oakdale to authorize the purchase of a SpeedAlert 24 Radar Message Trailer from All Traffic Solutions, Inc. in the amount of \$18,018.81 to be funded with \$18,000.00 from the OTS Enforcement Grant Fund 206 and \$18.81 from the Police Department's Fiscal Year (FY) 2017/2018 Operating Budget.
- 9.6: Adopt Resolution 2018-066, a Resolution of the City Council of the City of Oakdale In Concurrence and Support of Stanislaus County to Submit the Draft 2018-2019 Annual Action Plan for the Community Development Block Grant Program and Emergency Solutions Grant Program to HUD.



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9.7: Adopt Resolution 2018-067, a Resolution of the City Council of the City of Oakdale Authorizing the City Manager to execute a Subdivision Improvement Agreement (SIA) for the River Pointe Subdivision and authorizing the City Clerk to sign the Final Subdivision Map and authorizing the City Clerk to record the SIA and Final Map with the Stanislaus County Clerk Recorder's Office.

Moved by Council Member McCarty and seconded by Council Member Bairos PASSED AND ADOPTED this 21st day of May 2018, by the following vote:

AYES:	COUNCIL MEMBERS: Bairos, Dunlop, McCarty and Paul	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: Murdoch	(1)
ABSTAINED:	COUNCIL MEMBERS: Paul (9.7 SIA & Map River Pointe)	(1)

Motion carried 4/0 by City Council roll call vote (Noted Mayor Paul abstained from voting on the approval of the execution of the Subdivision Improvement Agreement (SIA) for the River Pointe Subdivision and authorizing the City Clerk to sign the Final Subdivision Map.)

10. PUBLIC HEARINGS:

None scheduled.

11. STAFF REPORTS:

11.1: Consider a Resolution of the City Council of the City of Oakdale Approving a Lease Agreement with Kasper Holdings, LLC dba Ollie's to Use the Concession Stand and Storage Room at the Oakdale Community Park and Authorizing the City Manager to Execute Agreement.

A PowerPoint Presentation was provided.

City Manager Whitemyer presented the staff report recommending the City Council approve a Lease Agreement with Kasper Holdings, LLC dba Ollie's for the use of the Concession Stand and Storage Room at the Oakdale Community Park and authorize the City Manager to execute the lease agreement with minor contract amendments, located in Sections 3, 5 and 6 (*additions underlined and deletions stricken*):

Section 3. Term. This Agreement shall commence on _____ and will continue in effect ~~until~~ for Two (2) years with the possibility of two (2) additional Two-Year terms at the discretion of the parties ("Term"), unless sooner terminated as provided in _____. Section 4.

Section 5. Insurance. Contractor, and all of its contractors and subcontractors, shall obtain and maintain insurance of the types and in the amounts described in this Section with carriers reasonably satisfactory to City.



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(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount no less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation blanket contractual liability. Contractor's general liability policies shall be primary and noncontributory and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

(b) Auto Liability: Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

(c) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

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

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

~~(c) Errors and Omissions Liability. Contractor shall carry errors and omissions liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) per occurrence or greater, if appropriate for the Contractor's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, and City's Agents, or the Contractor shall provide a~~



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~~financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expenses. Said policy shall be continued in full force and effect during the Term of this Agreement and for a period of three (3) years following the completion of the Services provided for in this Agreement.~~

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

~~(e) (d) *Other Insurance Requirements.* Within five (5) days of the Effective Date, Contractor shall provide City with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required worker's compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Contractor shall be responsible for providing updated copies and notifying City if a policy is cancelled, suspended, reduced, or voided. With the exception of the worker's compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to City of such cancellation, expiration, or reduction and each policy shall be endorsed to state such; (b) name City, and City's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor, or automobiles owned, leased, or hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City; (c) be primary with respect to any insurance or self-insurance programs covering City or City's Agents and any insurance or self-insurance maintained by City or City's Agents shall be in excess of Contractor's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) (c) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the City.~~

Section 6. Indemnification. Contractor shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims", arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims. Contractor shall



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

MOTION

To adopt Resolution 2018-068, a Resolution of the City Council of the City of Oakdale Approving a Lease Agreement with Kasper Holdings, LLC dba Ollie's to Use the Concession Stand and Storage Room at the Oakdale Community Park and Authorizing the City Manager to Execute Agreement as amended.

Moved by Council Member Bairos seconded by Council Member McCarty and PASSED AND ADOPTED this 21st day of May 2018, by the following vote:

AYES:	COUNCIL MEMBERS: Bairos, Dunlop, McCarty and Paul	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: Murdoch	(1)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 4/0 by City Council roll call vote.

- 11.2: Consider a Resolution of the City Council of the City of Oakdale for the Magnolia Improvement Project approving an additional appropriation from Measure L Fund 225 in the amount of \$250,000.00; from Water Fund 624 in the amount of \$225,000.00; and, from Sewer Fund 621 in the amount of \$110,000.00 increasing the construction budget from \$1,625,000.00 and authorizing the City Manager to execute a contract with United Pavement Maintenance, Inc. in the amount of \$1,352,435.02, a 10% contingency in the amount of \$135,000.00 and 10% construction engineering in the amount of \$135,000.00, for a total construction cost of \$1,622,435.02.

A PowerPoint Presentation was provided.



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Senior Engineering Technician Renfrow presented the staff report recommending the City Council adopt the draft resolution for the Magnolia Improvement Project approving an additional appropriation from Measure L Fund 225 in the amount of \$250,000.00; from Water Fund 624 in the amount of \$225,000.00; and, from Sewer Fund 621 in the amount of \$110,000.00 increasing the construction budget from \$1,625,000.00 and authorizing the City Manager to execute a contract with United Pavement Maintenance, Inc. in the amount of \$1,352,435.02, a 10% contingency in the amount of \$135,000.00 and 10% construction engineering in the amount of \$135,000.00, for a total construction cost of \$1,622,435.02.

MOTION

To adopt Resolution 2018-069, a Resolution of the City Council of the City of Oakdale for the Magnolia Improvement Project approving an additional appropriation from Measure L Fund 225 in the amount of \$250,000.00; from Water Fund 624 in the amount of \$225,000.00; and, from Sewer Fund 621 in the amount of \$110,000.00 increasing the construction budget from \$1,625,000.00 and authorizing the City Manager to execute a contract with United Pavement Maintenance, Inc. in the amount of \$1,352,435.02, a 10% contingency in the amount of \$135,000.00 and 10% construction engineering in the amount of \$135,000.00, for a total construction cost of \$1,622,435.02.

Moved by Council Member McCarty, seconded by Mayor Pro Tem Dunlop and PASSED AND ADOPTED this 21st day of May 2018, by the following vote:

AYES:	COUNCIL MEMBERS: Bairos, Dunlop, McCarty, and Paul	(4)
NOES:	COUNCIL MEMBERS: None	(0)
ABSENT:	COUNCIL MEMBERS: Murdoch	(1)
ABSTAINED:	COUNCIL MEMBERS: None	(0)

Motion carried 4/0 by City Council roll call vote.

12. CITY MANAGER'S REPORT:

12.1: May Department Reports.

City Manager Whitemyer advised the City Council department reports for May 2018 have been provided in the City Council's packet; highlighting the progress of the Oakdale Airport Pilot's Lounge project. He advised through the efforts of volunteers a significant amount of work has been completed on the project and Sierra West Airlines has contributed a donation of \$17,000 toward the project as well. The septic system has been installed and a landscape plan has been developed.

City Manager Whitemyer concluded his remarks reminding the City Council and the public that there is a budget workshop scheduled for tomorrow, May 22 to be held in the City Council Chambers with the meeting scheduled to begin at 6:00 p.m.

13. CITY COUNCIL ITEMS:

Council Member Bairos thanked the Oakdale Police Department for placing the 25-mph radar trailer near Gilbert Park and reminded everyone that soccer signups are through May 25.



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Council Member McCarty reminded those present and listening at home to stay safe this holiday weekend; if you are going out to the River or the Reservoir please go to the Fire Department and obtain a life jacket. Council Member McCarty concluded his remarks by congratulating the 2018 Oakdale High School Graduates.

Mayor Paul congratulated the Oakdale Chamber of Commerce for a successful Chocolate Festival.

Kathleen Westenberg approached the podium and asked if the budget meeting would be open to the public. Mayor Paul responded yes, the special meeting to discuss the budget is an open and public meeting.

14. ADJOURNMENT:

There being no further business, Mayor Paul adjourned the meeting at 7:27 p.m.

ATTEST:

APPROVED:

/s/Kathy Teixeira
Kathy Teixeira, CMC
City Clerk

/s/Pat Paul
Pat Paul
Mayor