



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA SEPTEMBER 2, 2026 6:00 PM

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

MEMBERS OF THE COUNCIL

JERAMY CHAPDELAINE, MAYOR
AARON PAMMA, VICE MAYOR
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

The Council may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Boulevard, Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at www.liveoakcity.org, subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695-2112 x107. Requests must be made at least 24 hours in advance.

Public Participation Options:

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.
 - **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that emailed comments will NOT be read aloud during the meeting unless an approved accommodations request has been granted.
- **Remote Participation – Viewing Only - No Public Participation via Remote:**
 - The meeting will be livestreamed for public viewing, but not participation, as follows:
 - Granicus livestream: https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
 - Zoom livestream:
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/85871214395>

- **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 858 7121 4395

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

PRESENTATIONS AND RECOGNITIONS

PUBLIC COMMENT

Any person wishing to address the City Council on general jurisdictional matters or consent calendar items may do so at this time. If you are commenting on an agenda item, your comments will be heard at the time that item is scheduled for discussion. The City Council adopted a time limit of three minutes per person. The Brown Act does not allow for Council discussion of items not on the agenda. Councilmembers may only a) refer the matter to staff; b) ask for additional information; c) request a report back; or d) provide a limited factual response for items not listed on the agenda.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

1. City Council Meeting Minutes
Recommendation: Approve the August 19, 2026, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)

BUSINESS ITEMS

2. Annual AB 1600 (Development Impact Fees) Fund Report
Recommendation: Accept the annual report on Development Impact Fees and adopt findings that funds held longer than five years are needed for future projects.
(Ethan Gutierrez, Finance Director)
3. Authorizing the Acceptance and Execution of Proposition 64 Grant - Live Oak Pool Rehabilitation
Recommendation: 1) Adopt a resolution approving the acceptance and execution of the Proposition 64 grant; and authorizing the City Manager to execute all documents to administer and implement the grant in accordance with the terms and conditions established with the California Board of State Community Corrections, including any amendments; and 2) Authorize the Finance Director to make a supplemental appropriation to amend the FY2026-27 budget to be able to expend and receive funding for the Proposition 64 grant in the amount of \$1,000,000 including any other necessary actions to allocate the funding for use in accordance with state guidelines.
(Benjamin Moody, City Manager)

4. Stormwater Analysis - Professional Services Agreement

Recommendation: 1) Authorize the City Manager to approve a standard professional services agreement, with West Yost, for City Stormwater Analysis, in the amount of \$29,000, with the finding that it is in the best interest of the City; and 2) Authorize the Finance Director to make a supplemental budget appropriation of \$29,000 within the Storm Drain Connection Fees Fund, where sufficient funds are available, for professional services through the remainder of the fiscal year.

(Benjamin Moody, City Manager)

5. Nuisance Ordinance Update

Recommendation: 1) Waive the second reading of the ordinance; and 2) Adopt an ordinance to repeal and replace Live Oak Municipal Code Title 8 Chapter 8.24, Nuisance Abatement Code, and repeal Title 14, Neighborhood and Community Preservation Program.

(Jaspreet Kaur, Community and Economic Development Director)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER REPORTS / COMMENTS / REQUESTS

ADJOURNMENT

CITY OF LIVE OAK
STAFF REPORT

Date: September 2, 2026
To: Honorable Mayor & Members of the City Council
From: Clarissa Menchaca, City Clerk

Subject: City Council Meeting Minutes

Background:

Submitted for approval are the August 19, 2026, City Council Regular Meeting minutes.

Recommendation:

Approve the August 19, 2026, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
AUGUST 19, 2026
6:00 PM

MEMBERS OF THE COUNCIL

JERAMY CHAPDELAINE, MAYOR
AARON PAMMA, VICE MAYOR
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

MEETING LOCATION
LIVE OAK COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

CALL TO ORDER

Meeting called to order by Mayor Chapdelaine at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:00 pm.

ROLL CALL

Present: Councilmembers Woten, Santana, Hernandez, and Mayor Chapdelaine

Absent: Vice Mayor Pamma

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Chapdelaine led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

CORRECTIONS OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY

There were no corrections or changes to the agenda.

PRESENTATIONS AND RECOGNITIONS

There were no presentations or recognitions.

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CONSENT ITEMS

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

MOTION: **APPROVE THE CONSENT AGENDA.**
 (MOTION: WOTEN; SECOND: CHAPDELAINE)

VOTE: **MOTION PASSED 3-0-1-1**
AYES: **COUNCILMEMBERS WOTEN, HERNANDEZ, AND MAYOR CHAPDELAINE**
NOES: **NONE**
ABSTAIN: **COUNCILMEMBER SANTANA**
ABSENT: **VICE MAYOR PAMMA**

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: July 15, 2026, City Council Regular Meeting minutes approved.
2. Adoption of the City of Live Oak's Revised Fiscal Year 2025-26 and Fiscal Year 2026-27 Appropriations Limit
Ethan Gutierrez, Finance Director
Council action: 1) Resolution No. 26-2026 approving the City's Revised Appropriations Limit for Fiscal Year 2025-26 adopted; and 2) Resolution No. 27-2026 approving the City's Revised Appropriations Limit for Fiscal Year 2026-27 adopted.

PUBLIC HEARING ITEMS

5. Nuisance Ordinance Update
Jaspreet Kaur, Community and Economic Development Director

Jaspreet Kaur, Community and Economic Development Director, provided a presentation for the Council.

Opened the Public Hearing at 6:25 pm.

The following member of the public addressed the Council: Alan Deala.

Closed the Public Hearing at 6:27 pm.

MOTION: CONDUCT A PUBLIC HEARING, AND UPON CLOSE OF THE PUBLIC HEARING, INTRODUCE AN ORDINANCE REPEALING AND REPLACING LIVE OAK MUNICIPAL CODE TITLE 8, CHAPTER 8.24, NUISANCE ABATEMENT CODE, AND REPEALING TITLE 14, NEIGHBORHOOD AND COMMUNITY PRESERVATION PROGRAM, AND WAIVE THE FIRST READING WITH A MODIFICATION TO SECTION 8.24.100-I TO ADJUST THE GARBAGE CAN TO 15 FOOT FRONT YARD DISTANCE WITHIN A 12 HOUR PERIOD.
(MOTION: HERNANDEZ; SECOND: WOTEN)

VOTE: MOTION PASSED 3-1-1

AYES: COUNCILMEMBERS WOTEN, HERNANDEZ, AND MAYOR CHAPDELAIN

NOES: COUNCILMEMBER SANTANA

ABSENT: VICE MAYOR PAMMA

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

There were no items removed from the Consent Agenda for Council consideration and action.

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

City Manager Benjamin Moody announced the four verified candidates running in this election for three open seats on the Live Oak City Council: Jeramy Chapdelaine, Ulises Teyes, Cruz Mora, and Noel Grove. The City submitted a grant application through a SACOG grant program for the sidewalk gap closure project along Pennington and is hopeful the application will be successful. An update was also provided on Velly's Pizza and the new business, Beauty by the Buttes. A Live Oak Fire Department engine and personnel were called to assist with the Timber Fire in Monterey. The City will be reimbursed for the time and resources dedicated to the response. The Live Oak Food Truck and Vendor Festival is scheduled for Thursday, September 24th from 5:00-9:00 pm. Mr. Moody also announced that the Live Oak softball team will be recognized at the September 16th City Council meeting. Mayor Chapdelaine and Mr. Moody met with a representative from Senator Dahle's office

to discuss potential federal funding opportunities, including support through the SAFER grant program for fire funding and possible funding for the community building. Lastly, Mr. Moody provided an update on the proposed new elementary school site.

COUNCILMEMBER COMMENTS

Councilmember Santana inquired about the amount of funding which has been spent on the Measure G campaign effort. She also inquired if seated councilmembers could endorse candidates running for city council.

Mayor Chapdelaine reported on his attendance at the Regional Housing Authority Board of Commissioners meeting and discussed the upcoming SACOG meeting scheduled for tomorrow. He also provided an update on the System Preservation Grant included on the Board's agenda. The Board is considering two options for funding recommendations, and Live Oak is included in both options. Under either option, Live Oak is recommended to receive approximately \$1.1 million in funding. The project would include Larkin from city limit to city limit, as well as Larkin on the east side of Highway 99 extending north to Riviera. Mayor Chapdelaine also discussed meeting with the grant team to determine which projects would rate the best for available funding. He noted that another grant application was recently submitted for the sidewalk gap closure project on Pennington. Mayor Chapdelaine expressed his appreciation to the City Manager and staff for their work in securing grant funding and making the City's applications as competitive as possible.

ADJOURNMENT

Mayor Chapdelaine adjourned the meeting at 6:59 pm.

Jeramy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

CITY OF LIVE OAK STAFF REPORT

Date: September 2, 2026
To: Honorable Mayor & Members of the City Council
From: Ethan Gutierrez, Finance Director

Subject: Annual AB 1600 (Development Impact Fees) Fund Report

Summary: Recommendation: Accept the annual report on Development Impact Fees and adopt findings that funds held longer than five years are needed for future projects.

Fiscal Impact: FY2025-26, \$9,084 was collected in development impact fees. Revenue generation from these fees is contingent upon future development activity.

Purpose:

In accordance with State law, the City is required, annually, to specifically account for and determine a continuing need for AB 1600 funds, Development Impact Fees, that were collected for a specified purpose in relation to the development.

Background:

The California Mitigation Fee Act (Government Code Sections 66000 et seq., commonly referred to as AB 1600) provides for the annual review and reporting of development impact fee activity. The annual review provides an opportunity for the City to identify fees collected, expenditures made, and the remaining balances available for future improvements. State law also provides for additional findings to be made every five years for funds that remain unexpended. These findings help demonstrate the City's continued need for the funds and their anticipated use toward eligible improvements. If the required findings cannot be supported, State law provides a process for the applicable funds to be returned to the current property owners.

Analysis:

The funds being accumulated in each of the designated fund types are to be used for projects to serve the City at General Plan build-out. Presently, there are no adequate funds available to commence any determined projects. City staff recommends that the City Council specify that the uncommitted funds in the Community Center Fund, Public Works Fund, General Government Fund, Public Safety - Police Fund, Public Safety - Fire Fund, and the Flood Control Fund are to be retained and used for projects noted in the City of Live Oak AB 1600 Fee Update Final Report dated March 2011.

As of June 30, 2026, the following funds had balances for a period greater than five years - see Exhibit A. As discussed during the prior Council meetings, the City continues to monitor its limited available cash. It is important to distinguish that fund balance in each fund, as reflected in Exhibit A, represents the City's overall financial resources after accounting for assets and liabilities, while cash balance represents the liquid funds readily available to meet current obligations.

Fiscal Impact:

During FY2025-26, \$9,084 was collected in development impact fees. Revenue generation from these fees is contingent upon future development activity.

Recommendation:

Accept the annual report on Development Impact Fees and adopt findings that funds held longer than five years are needed for future projects.

Attachments:

[Exhibit A - Listing of Funds Held Greater than Five Years](#)

[Exhibit B - FY2025-26 Schedule of DIF Revenues](#)

Fund Name	Fund #	Amount > 5 years
Parks & Recreation	30	\$ 39,407.62
Community Center	31	237,967.85
Public Works	32	32,050.98
General Government	33	368,463.76
Police	34	-
Fire	35	-
Roads/Signals	36	33,131.71
Flood Control	39	2,090.43
		<u>\$ 713,112.35</u>



		Fund Number	30	31	32	33	34	35	36	39	
As of June 30th	Element	General Government				Public Safety		Roads / Signals	Flood Control	Total	
		Parks & Recreation	Community Center	Public Works	General Government	Police	Fire				
2020	Balances > 5 years	\$ 157,482.42	\$ 237,967.85	\$ 32,050.98	\$ 371,356.26	\$ 174,839.53	\$ 150,565.19	\$ 161,204.99	\$ 2,090.43	\$ 1,287,557.65	
2021	Impact Fee Revenues	\$ 201,058.00	\$ 49,432.00	\$ 36,630.00	\$ 64,158.00	\$ 35,150.00	\$ 97,310.00	\$ 173,604.00	\$ -	\$ 657,342.00	
	Interest Revenues	475.28	201.94	90.27	286.38	145.91	7,191.51	408.31	0.86	8,800.46	
	Expenditures	(26,712.40)	-	-	(2,192.50)	-	-	(128,073.28)	-	(156,978.18)	
	Ending Balance	\$ 332,303.30	\$ 287,601.79	\$ 68,771.25	\$ 433,608.14	\$ 210,135.44	\$ 255,066.70	\$ 207,144.02	\$ 2,091.29	\$ 1,796,721.93	
2022	Impact Fee Revenues	\$ 229,204.68	\$ 56,346.00	\$ 41,835.12	\$ 73,487.20	\$ 40,105.32	\$ 111,062.96	\$ 212,546.00	\$ -	\$ 764,587.28	
	Interest Revenues	(2,707.17)	(1,724.88)	(560.47)	(2,536.70)	(1,254.73)	(1,848.60)	(2,128.70)	(10.41)	(12,771.66)	
	Expenditures	(27,925.05)	-	-	(700.00)	-	-	-	-	(28,625.05)	
	Ending Balance	\$ 530,875.76	\$ 342,222.91	\$ 110,045.90	\$ 503,858.64	\$ 248,986.03	\$ 364,281.06	\$ 417,561.32	\$ 2,080.88	\$ 2,519,912.50	
2023	Impact Fee Revenues	\$ 75,222.00	\$ 18,501.00	\$ 13,713.00	\$ 24,003.00	\$ 13,146.00	\$ 36,393.00	\$ 64,932.00	\$ -	\$ 245,910.00	
	Interest Revenues	5,980.21	3,794.80	1,723.35	5,699.87	2,433.05	3,563.25	4,143.24	214.74	27,552.51	
	Expenditures	(14,946.57)	-	-	-	-	-	-	-	(14,946.57)	
	Ending Balance	\$ 597,131.40	\$ 364,518.71	\$ 125,482.25	\$ 533,561.51	\$ 264,565.08	\$ 404,237.31	\$ 486,636.56	\$ 2,295.62	\$ 2,778,428.44	
2024	Impact Fee Revenues	\$ 378.00	\$ -	\$ 274.00	\$ 482.00	\$ 264.00	\$ 732.00	\$ 16,038.00	\$ -	\$ 18,168.00	
	Interest Revenues	16,992.44	10,500.18	3,614.97	15,370.21	7,621.31	11,645.29	14,039.45	66.12	79,849.97	
	Expenditures	(39,190.57)	-	-	-	-	-	-	-	(39,190.57)	
	Ending Balance	\$ 575,311.27	\$ 375,018.89	\$ 129,371.22	\$ 549,413.72	\$ 272,450.39	\$ 416,614.60	\$ 516,714.01	\$ 2,361.74	\$ 2,837,255.84	
2025	Impact Fee Revenues	\$ 3,725.00	\$ 881.00	\$ 765.00	\$ 1,338.00	\$ 733.00	\$ 2,029.00	\$ 6,842.00	\$ -	\$ 16,313.00	
	Interest Revenues	13,865.82	9,062.59	3,133.68	13,274.63	5,783.01	5,093.28	12,527.43	56.96	62,797.40	
	Expenditures	(9,300.21)	-	-	-	(183,439.68)	(348,382.87)	-	-	(541,122.76)	
	Ending Balance	\$ 583,601.88	\$ 384,962.48	\$ 133,269.90	\$ 564,026.35	\$ 95,526.72	\$ 75,354.01	\$ 536,083.44	\$ 2,418.70	\$ 2,375,243.48	
2026	Impact Fee Revenues	\$ 189.00	\$ -	\$ 137.00	\$ 241.00	\$ 132.00	\$ 366.00	\$ 8,019.00	\$ -	\$ 9,084.00	
	Interest Revenues	7,537.93	4,970.92	1,722.36	7,285.73	1,147.71	927.61	7,008.85	31.23	30,632.34	
	Expenditures	-	-	-	-	(50,000.00)	(50,000.00)	-	-	(100,000.00)	
	Ending Balance	\$ 591,328.81	\$ 389,933.40	\$ 135,129.26	\$ 571,553.08	\$ 46,806.43	\$ 26,647.62	\$ 551,111.29	\$ 2,449.93	\$ 2,314,959.82	

CITY OF LIVE OAK STAFF REPORT

Date: September 2, 2026
To: Honorable Mayor & Members of the City Council
From: Benjamin Moody, City Manager

Subject: Authorizing the Acceptance and Execution of Proposition 64 Grant - Live Oak Pool Rehabilitation

Summary: Recommendation: 1) Adopt a resolution approving the acceptance and execution of the Proposition 64 grant; and authorizing the City Manager to execute all documents to administer and implement the grant in accordance with the terms and conditions established with the California Board of State Community Corrections, including any amendments; and 2) Authorize the Finance Director to make a supplemental appropriation to amend the FY2026-27 budget to be able to expend and receive funding for the Prop 64 grant in the amount of \$1,000,000 including any other necessary actions to allocate the funding for use in accordance with state guidelines.

Fiscal Impact: \$1,000,000 Grant.

Purpose:

To obtain City Council approval to accept and execute the \$1,000,000 Proposition 64 grant, to improve the City Pool administered through the California Board of State Community Corrections (BSCC).

Background:

In November 2016, California voters approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, which legalized the adult use of cannabis and established a statewide framework for the regulation and taxation of commercial cannabis activity. Proposition 64 also established the California Cannabis Tax Fund, which provides funding for various state and local programs associated with the implementation and impacts of legalized cannabis.

Revenue and Taxation Code Section 34019(f)(3)(C) provides funding to the BSCC to award grants to eligible local governments for activities that assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with implementation of Proposition 64.

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In February 2026, the BSCC released the fourth cohort of Proposition 64 Public Health and Safety Grant Program. The competitive grant program initially made approximately \$125 million available to eligible California cities and counties for projects addressing local impacts associated with the implementation of Proposition 64. Eligible activities generally fall within four project purpose areas: Public Safety/Enforcement, Public Health, Youth Development/Youth Prevention and Intervention, and Environmental Impacts.

In 2025, the eligibility requirements for the program were modified through Senate Bill 141. The eligible requirements included jurisdictions that allowed the retail sale of cannabis in storefronts or, for jurisdictions with a population of 10,000 residents or less, allows cannabis delivery within the jurisdiction serving both medicinal and adult-use consumers. With this newly modified eligibility requirement, this allowed the City of Live Oak to become an eligible applicant to target applicable grant funding.

Through Council's direction, City staff applied for Proposition 64 grant prior to the deadline of March 31, 2026. On June 17, 2026, BSCC notified the City that the application was determined to be ineligible due to provisions within the City's existing cannabis ordinance that were outdated and did not meet current state laws of program eligibility requirements. Following discussions with BSCC, the grant was conditioned to be contingent on the ordinance being updated to align with state law. Based on this commitment and continued coordination with BSCC, the City's application was subsequently advanced for funding conditions of compliance. On June 25, 2026, the BSCC Board approved the City's Proposition 64 grant award in the amount of \$1,000,000 for the Live Oak Pool Rehabilitation Project.

Analysis:

With BSCC's approval of the City's Proposition 64 grant application, the City has been awarded \$1,000,000 to implement the proposed Live Oak Pool Rehabilitation project. The grant provides the City with an opportunity to make a significant investment in the Live Oak Community Pool while expanding youth engagement, substance-use prevention, and public safety efforts.

The grant will support rehabilitation and improvements to the City's existing aquatic facility while expanding its use as a hub for structured youth programming and community-based substance-use prevention. Improvements include pool liner rehabilitation, mechanical and water-quality improvements, restroom restoration, safety and accessibility improvements, installation of a new shade structure and other equipment necessary to improve the overall condition and functionality of the facility.

In addition to facility improvements, grant funding will support expanded recreational programming, staffing, and employment opportunities for transitional-aged youth (TAY). These activities are intended to provide youth with safe, supervised, and positive recreational opportunities, particularly during periods of increased unstructured time.

The project will also support a safe and drug-free environment through trained recreation staff, facility rules and signage, and coordination with Code Enforcement, law enforcement, and other City personnel. Throughout the grant period, staff will track participation, programming, facility utilization, project milestones, and other performance measures required by BSCC.

Overall, acceptance of the grant provides the City with significant outside funding to improve
Agenda Item 3.

an existing community asset while supporting youth engagement, substance-use prevention, and long-term community well-being.

Fiscal Impact:

The Proposition 64 grant award is in the amount of \$1,000,000. Staff is recommending a supplemental budget appropriation in the amount of \$1,000,000 to recognize the grant revenues and corresponding expenditures within the FY2026-27 Budget. Through the award of this grant, City General Fund dollars are ultimately saved by offsetting needed infrastructure and personal costs related to operating the pool.

Recommendation:

1) Adopt a resolution approving the acceptance and execution of the Proposition 64 grant; and authorizing the City Manager to execute all documents to administer and implement the grant in accordance with the terms and conditions established with the California Board of State Community Corrections, including any amendments; and 2) Authorize the Finance Director to make a supplemental appropriation to amend the FY2026-27 budget to be able to expend and receive funding for the Proposition 64 grant in the amount of \$1,000,000 including any other necessary actions to allocate the funding for use in accordance with state guidelines.

Attachments:

[Exhibit A - Resolution - Approving Proposition 64 Grant & Authorization](#)
[Exhibit B - Proposition 64 Grant Agreement](#)
[Exhibit C - Cohort 4 Grantees](#)

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK AUTHORIZING PARTICIPATION IN THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENT WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS

WHEREAS, the California Board of State and Community Corrections ("BSCC") administers the Proposition 64 Public Health and Safety Grant Program, funded through the California State and Local Government Law Enforcement Account; and

WHEREAS, the City of Live Oak desires to participate in the Proposition 64 Public Health and Safety Grant Program and utilize grant funding to support the City's approved project; and

WHEREAS, the City of Live Oak has been awarded funding through the Proposition 64 Public Health and Safety Grant Program and desires to enter into a Grant Agreement with the BSCC for the administration and implementation of the approved project; and

WHEREAS, the City Council of the City of Live Oak desires to authorize the appropriate City official to execute the Grant Agreement, including any amendments thereto, and to take all actions necessary to implement the grant in accordance with the requirements of the BSCC.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Live Oak as follows:

1. The City Council hereby authorizes the City Manager, or their designee, to execute the Proposition 64 Public Health and Safety Grant Agreement with the California Board of State and Community Corrections on behalf of the City of Live Oak, including any amendments thereto.
2. The City Manager, or their designee, is authorized to execute all documents and take all actions necessary to administer and implement the grant in accordance with the terms and conditions established by the BSCC.
3. The City of Live Oak agrees to comply with all applicable terms, conditions, requirements, and obligations contained in the Grant Agreement and all applicable laws, regulations, and policies governing the Proposition 64 Public Health and Safety Grant Program.
4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 2nd day of September, 2026, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

APPROVED:

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 1449-26

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

CITY OF LIVE OAK

2. The term of this Agreement is:

START DATE

July 1, 2026

THROUGH END DATE

December 31, 2031

3. The maximum amount of this Agreement is:

\$1,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (02/2025)	4
Exhibit D	Special Terms and Conditions	4
Attachment 1*	Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 4 Application for Funding	19
Appendix A	Proposition 64 PH&S Grant Program Cohort 4 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at:

<https://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS

9955 LIVE OAK BLVD

CITY

LIVE OAK

STATE

CA

ZIP

95953

PRINTED NAME OF PERSON SIGNING

BEN MOODY

TITLE

CITY MANAGER

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

COLLEEN CURTIN

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED



EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – Proposition 64 Public Health and Safety Grant Program

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and the City of Live Oak (hereafter referred to as the Grantee or Contractor).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. Rehabilitate the City's community swimming pool to restore a safe, modern, and fully accessible aquatic facility that meets current health, safety, and accessibility standards. Improvements will include structural repairs, equipment upgrades, enhanced water quality systems, and ADA-compliant access features. The revitalized facility will support youth substance use prevention and community safety by providing a structured, supervised environment for at-risk youth through recreation and programming, including swim lessons and organized activities. The pool will serve as a hub for youth engagement, offering positive alternatives to high-risk behaviors and early substance use while promoting healthy lifestyles. By expanding access to inclusive recreational opportunities in an underserved community, the project will help reduce risk factors associated with substance use and justice system involvement while fostering community connection and well-being.
- B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 64 PH&S Grant Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's Designated Financial Officer and Project Director must be employees of the Contractor. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: BEN MOODY
Title: CITY MANAGER
Address: 9955 LIVE OAK BLVD, LIVE OAK, CA 95953
Phone: 530-695-2112
Email: bmoody@liveoakcity.org

Designated Financial Officer authorized to receive warrants:

Name: ETHAN GUTIERREZ
Title: FINANCE DIRECTOR
Address: 9955 LIVE OAK BLVD, LIVE OAK, CA 95953
Phone: 530-695-2112
Email: egutierrez@liveoakcity.org

EXHIBIT A: SCOPE OF WORK

Project Director authorized to administer the project:

Name: LUIS CIBRIAN
Title: PARKS AND RECREATION DIRECTOR
Address: 9955 LIVE OAK BLVD, LIVE OAK, CA 95953
Phone: 530-695-2112
Email: lcibrian@liveoakcity.org

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding.

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. July 1, 2026 to September 30, 2026
2. October 1, 2026 to December 31, 2026
3. January 1, 2027 to March 31, 2027
4. April 1, 2027 to June 30, 2027
5. July 1, 2027 to September 30, 2027
6. October 1, 2027 to December 31, 2027
7. January 1, 2028 to March 31, 2028
8. April 1, 2028 to June 30, 2028
9. July 1, 2028 to September 30, 2028
10. October 1, 2028 to December 31, 2028
11. January 1, 2029 to March 31, 2029
12. April 1, 2029 to June 30, 2029
13. July 1, 2029 to September 30, 2029
14. October 1, 2029 to December 31, 2029
15. January 1, 2030 to March 31, 2030
16. April 1, 2030 to June 30, 2030
17. July 1, 2030 to September 30, 2030
18. October 1, 2030 to December 31, 2030
19. January 1, 2031 to March 31, 2031
20. April 1, 2031 to June 30, 2031

Due no later than:

- November 15, 2026
- February 15, 2027
- May 15, 2027
- August 15, 2027
- November 15, 2027
- February 15, 2028
- May 15, 2028
- August 15, 2028
- November 15, 2028
- February 15, 2029
- May 15, 2029
- August 15, 2029
- November 15, 2029
- February 15, 2030
- May 15, 2030
- August 15, 2030
- November 15, 2030
- February 15, 2031
- May 15, 2031
- August 15, 2031

Note: Project activity period ends June 30, 2031. The period of July 1, 2031 to December 31, 2031 is for completion of Final Local Evaluation Report and program-specific compliance audit only.

EXHIBIT A: SCOPE OF WORK

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

November 20, 2026
December 31, 2031

C. Other

Program-Specific Compliance Audit

Due no later than:

December 31, 2031

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Proposition 64 PH&S Scoring Panel (See Appendix A) from receiving funds from the Proposition 64 PH&S grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Proposition 64 PH&S Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Proposition 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT A: SCOPE OF WORK

8. STATE AUDIT REQUIREMENTS

Grantees are required to provide the BSCC with a program-specific compliance audit that covers the entire service delivery period of the grant (July 1, 2026 to December 31, 2031). The audit report will be due no later than the end of the contract term, December 31, 2031. The program-specific compliance audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

In addition, the BSCC reserves the right to call for a program, compliance or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

The Department of General Services, State Controller, the California State Auditor, the Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. July 1, 2026 to September 30, 2026
2. October 1, 2026 to December 31, 2026
3. January 1, 2027 to March 31, 2027
4. April 1, 2027 to June 30, 2027
5. July 1, 2027 to September 30, 2027
6. October 1, 2027 to December 31, 2027
7. January 1, 2028 to March 31, 2028
8. April 1, 2028 to June 30, 2028
9. July 1, 2028 to September 30, 2028
10. October 1, 2028 to December 31, 2028
11. January 1, 2029 to March 31, 2029
12. April 1, 2029 to June 30, 2029
13. July 1, 2029 to September 30, 2029
14. October 1, 2029 to December 31, 2029
15. January 1, 2030 to March 31, 2030
16. April 1, 2030 to June 30, 2030
17. July 1, 2030 to September 30, 2030
18. October 1, 2030 to December 31, 2030
19. January 1, 2031 to March 31, 2031
20. April 1, 2031 to June 30, 2031

Due no later than:

- November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
November 15, 2027
February 15, 2028
May 15, 2028
August 15, 2028
November 15, 2028
February 15, 2029
May 15, 2029
August 15, 2029
November 15, 2029
February 15, 2030
May 15, 2030
August 15, 2030
November 15, 2030
February 15, 2031
May 15, 2031
August 15, 2031

Final Invoicing Periods:

21. July 1, 2031 to September 30, 2031
22. October 1, 2031 to December 31, 2031

Due no later than:

- November 15, 2031
February 29, 2032

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the program-specific compliance audit) must be expended by the end of the grant project period, June 30, 2031, and included on the invoice due August 15, 2031. Project expenditures spent after June 30, 2031 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by December 31, 2031. Expenditures spent for the completion of the Final Local Evaluation Report during the period of July 1, 2031 to December 31, 2031 must be submitted during the Final Invoicing Periods, with the final invoice due on February 29, 2032. Supporting fiscal documentation will be required for all expenditures claimed on during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The program-specific compliance audit is due to BSCC by December 31, 2031. Expenditures spent for the completion of the financial audit during the period of July 1, 2031 to December 31, 2031 must be submitted during the Final Invoicing Periods, with the final invoice due on February 29, 2032. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records. Grantee also agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.
- F. The BSCC maintains the right to disallow all or any portion of an invoice at any time based upon information or documentation uncovered through a site visit, desk review, audit, etc. The BSCC may disallow all or any portion of an invoice even after an invoice is approved or paid.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Proposition 64 PH&S funding is reduced or falls below estimates contained within the Proposition 64 PH&S Cohort 4 Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the March 2026 BSCC Grant Administration Guide, which can be found under Quick Links here:
https://www.bscc.ca.gov/s_correctionsplanningandprograms/
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- C. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. The BSCC may withhold the final payment amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final quarterly progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the program-specific compliance audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

8. PROJECT BUDGET

BUDGET CATEGORIES	A. GRANT FUNDS FOR PPA 1 (PUBLIC SAFETY/ ENFORCEMENT)	B. GRANT FUNDS FOR PPAs 2-4	TOTAL REQUESTED GRANT FUNDS (A+B)
1. Salaries and Benefits	\$370,500	\$0	\$370,500
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services or Public Agency Contracts	\$20,000	\$0	\$20,000
4. Non-Governmental Organization (NGO)	\$0	\$0	\$0
5. Equipment/Fixed Assets	\$2,000	\$607,500	\$607,500
6. Other (Travel, Training, etc.)	\$0	\$0	\$0
7. Indirect Costs	\$0		\$0
TOTAL	\$392,500	\$607,500	\$1,000,000

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

- 1. APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document [CCC 04/2017](#) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false

EXHIBIT C: GENERAL TERMS AND CONDITIONS (02/2025)

information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- A. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- B. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- C. Notification shall be provided to the State designee identified in this Contract.
- D. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- E. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
- F. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the [Grant Program Name] RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:
 - 1) Books and Records

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1. debarred by any federal, state, or local government entities during the period of debarment; or
- 2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment E of the original Proposal Package).

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding.

8. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
 - 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 64 PH&S Grant Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 4 Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to

EXHIBIT D: SPECIAL TERMS AND CONDITIONS

render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16645 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Title	City of Live Oak	03/18/2026
	by Ethan Gutierrez in Proposition 64 Public Health & Safety Grant Program, Cohort 4- Request for Proposals	id. 53556975
	egutierrez@liveoakcity.org	

Original Submission	03/18/2026
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Score	n/a
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KEY INFORMATION	The Proposition 64 Public Health & Safety Grant Program, Cohort 4 Request for Proposals is organized into five (5) sections: Part I – Applicant Information Part II – Proposal Abstract Part III – Proposal Narrative Part IV – Project Budget (upload attachment) Part V – Attachments: Mandatory and Optional (upload attachments) Each section contains fields that require a response. Applicants may be prompted to provide written text, numerical input, select radial button options, or upload attachments. Some narrative response fields have character limits. When a character limit applies, a counter will display the total number of allowable characters and will update to show the number remaining as text is entered. Character limits include all letters, numbers, punctuation, and spaces. If the character limit is exceeded, a red prompt will appear stating: “You have exceeded the character limit.” Applicants may start and stop their application at any time during the solicitation period. To ensure information is saved in the BSCC–Submittable Application, applicants must select “Save Draft” at the bottom of the application before exiting. Applicants are prohibited from submitting the Prop 64 Grant Program, Cohort 4 application until all mandatory fields (identified with a red asterisk) are completed, all character limits are met, and all required documents have been uploaded. Applicants should review the Prop 64 Cohort 4 RFP Instruction Packet before beginning the application. The Instruction Packet contains all information necessary to successfully complete and submit the Prop 64 Cohort 4 application. The document is available at: http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/..
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CONFIDENTIALITY NOTICE:	All documents submitted as a part of the Proposition 64 Public Health & Safety Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § 6250 et seq.)
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PART I - APPLICANT INFORMATION	This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.
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Name of City or County Applicant	City of Live Oak
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Applicant Category	Small county or city (with fewer than 50,000 residents)*
*Check this box if you are a city or county with a population under 10,000.	checked
Tax Identification Number	946000358
Lead Public Agency (LPA) Information	This sub-section requires information about the governmental agency with local authority of or within the applicant county or city that will be acting as the LPA. All Prop 64 grantees are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations (if applicable) to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, overseeing evaluative activities, and will serve as the primary point of contact with the BSCC.
Name of Lead Public Agency (LPA)	City of Live Oak
Project Title	Live Oak Pool Rehab
Project Summary	Rehabilitate the City's community swimming pool to restore a safe, modern, and fully accessible aquatic facility that meets current health, safety, and accessibility standards. Improvements will include structural repairs, equipment upgrades, enhanced water quality systems, and ADA-compliant access features. The revitalized facility will support youth substance use prevention and community safety by providing a structured, supervised environment for at-risk youth through recreation and programming, including swim lessons and organized activities. The pool will serve as a hub for youth engagement, offering positive alternatives to high-risk behaviors and early substance use while promoting healthy lifestyles. By expanding access to inclusive recreational opportunities in an underserved community, the project will help reduce risk factors associated with substance use and justice system involvement while fostering community connection and well-being.
Project Purpose Areas (PPAs)	PPA 1: Public Safety/Enforcement (Applicants that dedicate at least 70% of their budget to PPA 1 will earn priority points) PPA 3: Youth Development/Youth Prevention and Intervention
Applicant's Physical Address	9955 Live Oak blvd Live Oak California 95953 US

Applicant's Mailing
Address (if different
than physical
address)

Mailing Address For Reimbursement Payments	9955 Live Oak Blvd Live Oak California 95953 US
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Project Director	Ben Moody
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Project Director's Title	City Manager
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Project Director's Email Address	tacosta@liveoakcity.org
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Project Director's Phone Number	+15306952112
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Financial Officer	Ethan Gutierrez
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Financial Officer's Title	Finance Director
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Financial Officer's Email Address	egutierrez@liveoakcity.org
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Financial Officer's Phone Number	+15306952112
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Day-To-Day Program Contact	Tony Acosta
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Day-To-Day Program Contact's Title and Agency/Department/Organization	Management Analyst City of Live Oak Recreation Department
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Day-To-Day Program Contact's Email Address	tacosta@liveoakcity.org
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Day-To-Day Program Contact's Phone Number	+15306952112
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Day-To-Day Fiscal Contact	Ethan Gutierrez
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Day-To-Day Fiscal Contact's Title with Agency/Department/Organization	Finance Director City of Live Oak Finance Department
Day-To-Day Fiscal Contact's Email Address	egutierrez@liveoakcity.org
Day-To-Day Fiscal Contact's Phone Number	+15306952112
Name of Authorized Officer*	Ben Moody
Authorized Officer's Title	City Manager
Authorized Officer's Email Address	bmoody@liveoakcity.org
Authorized Officer's Phone Number	+15306952112
I hereby certify I am vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.	checked
PART II - PROPOSAL ABSTRACT	The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the proposal.

The City of Live Oak is a small, rural community with limited local resources and a growing need for youth-focused prevention services. Fiscal constraints have reduced the City's capacity to provide contracted law enforcement, limiting proactive engagement and enforcement that support youth safety. As a result, the City must rely more on community-based strategies that address risk factors associated with youth substance use and justice system involvement.

Youth in Live Oak have limited access to structured recreational opportunities, particularly in underserved areas. The City's community swimming pool—one of the few public recreational assets—has not received needed rehabilitation due to funding limitations. Aging infrastructure, outdated systems, and reduced aesthetic appeal limit its ability to attract consistent participation and serve as an effective prevention resource. This is critical during high-risk periods, such as summer months, when unsupervised time increases the likelihood of substance use, including cannabis.

The proposed project will rehabilitate and enhance the community swimming pool through structural and mechanical repairs, water system upgrades, accessibility improvements, and aesthetic enhancements. These improvements will increase safety, usability, and appeal, repositioning the facility as a vibrant hub for youth engagement.

The enhanced facility will support expanded aquatic programming aligned with Board of State and Community Corrections Proposition 64 guidelines, including recreational swim, swim lessons, community events, and employment for transitional-aged youth (TAY). These structured, supervised activities provide positive alternatives to substance use, promote pro-social behavior, and reduce risk factors linked to justice system involvement. TAY employment further supports skill-building, responsibility, and exposure to prevention messaging.

The project also incorporates prevention education and strong supervision. Rules prohibiting cannabis use, smoking, and vaping will be clearly communicated and enforced by trained staff in coordination with public safety partners, ensuring a safe, drug-free environment consistent with Proposition 64 goals.

By improving accessibility and enhancing a key community resource, the project advances equity and increases participation among underserved youth. Given limited funding and reduced enforcement capacity, this effort represents a cost-effective, sustainable prevention strategy that strengthens existing infrastructure while addressing prevention needs upstream.

Ultimately, the project will increase youth participation in structured activities, reduce substance use risk factors, and support a safer, healthier community aligned with BSCC Proposition 64 priorities.

Proposal Narrative Instructions	The Proposal Narrative includes four sections: Project Need, Project Description, Project Organizational Capacity and Coordination, and Project Evaluation. The character limits and page equivalents for each narrative section are outlined below and must be followed when preparing proposal materials. The Project Need narrative may not exceed 8,400 total characters. The Project Description narrative may not exceed 14,000 total characters. The Project Organizational Capacity and Coordination narrative may not exceed 5,600 total characters. The Project Evaluation narrative may not exceed 5,600 total characters.
Proposal Need	The City of Live Oak is a small, rural community with limited local resources and increasing need for youth-focused prevention services. Ongoing fiscal constraints have reduced the City’s capacity to provide contracted law enforcement services, limiting proactive engagement and enforcement efforts that traditionally support youth safety. As a result, the City must rely more heavily on community-based, prevention-focused strategies that address the underlying risk factors associated with youth substance use and involvement in the justice system. Live Oak serves a population with limited access to structured recreational opportunities, particularly for youth in underserved areas. The City’s community swimming pool is one of the few publicly accessible recreational amenities available; however, due to funding limitations, the facility has not received necessary rehabilitation, modernization, and aesthetic improvements. While operational, the pool’s aging infrastructure, outdated systems, and reduced visual appeal limit its ability to attract consistent youth participation and function as a highly effective prevention asset. This underutilization is critical given that youth in Live Oak experience periods of unstructured and unsupervised time—particularly during summer months—when risk for engagement in high-risk behaviors, including substance use, increases. Research demonstrates that environments lacking structured, supervised, and appealing recreational outlets contribute to increased likelihood of early substance use, including cannabis, and subsequent negative behavioral and health outcomes. Conversely, access to safe, engaging, and well-maintained recreational facilities serves as a protective factor that supports prevention, promotes pro-social behavior, and reduces justice system involvement. The proposed project will rehabilitate and enhance the City’s community swimming pool to restore its effectiveness as a youth engagement and prevention resource. As detailed in the City’s Project Work Plan, the project includes structural and mechanical rehabilitation, water quality system upgrades, accessibility improvements, and aesthetic enhancements designed to increase usability, safety, and overall appeal. These improvements are essential to reposition the facility as a vibrant and attractive destination for youth and families. The enhanced facility will support expanded aquatic programming that

directly aligns with Proposition 64 priorities, including youth recreational swim, swim lessons, community events, and employment opportunities for transitional-aged youth (TAY). These structured and supervised activities provide consistent engagement during high-risk periods and create positive alternatives to substance use. In addition, TAY employment as lifeguards and program staff supports skill development, responsibility, and exposure to prevention messaging, further reinforcing pro-social pathways.

This project directly addresses risk factors associated with early substance use by increasing access to supervised, engaging, and developmentally appropriate activities. Youth participating in aquatic programs will benefit from structured environments that promote physical health, social connection, and positive peer interaction. Program implementation will incorporate age-appropriate education and reinforcement related to substance use prevention, including awareness of cannabis-related impacts, aligning with the intent of Proposition 64 funding to mitigate the effects of cannabis legalization on youth.

In addition to programming, the project includes a strong supervision and enforcement component to ensure a safe and drug-free environment. As outlined in the work plan, facility rules prohibiting cannabis use, smoking, and vaping will be clearly communicated and actively enforced by trained recreation staff, lifeguards, and City partners. Coordination with local law enforcement and public safety personnel will support compliance, reduce incidents, and reinforce community norms that discourage substance use in public recreational spaces.

The project also prioritizes equity by improving the quality and accessibility of a key community resource in an underserved area. By enhancing both the physical condition and attractiveness of the facility, the City will reduce barriers to participation and increase utilization among youth who may otherwise lack access to safe and structured recreational opportunities. Increased participation is expected to correlate with reduced exposure to high-risk environments and behaviors.

Given the City's financial limitations and reduced law enforcement capacity, this project represents a strategic investment in prevention that is both sustainable and cost-effective. By strengthening an existing community asset and activating it as a hub for youth engagement and supervision, the City can address prevention needs upstream, reducing reliance on enforcement alone and improving long-term outcomes for youth and the broader community.

Ultimately, the rehabilitation and enhancement of the community swimming pool will increase youth participation in structured, supervised activities; reduce risk factors associated with substance use and justice system involvement; and support a safer, healthier community consistent with the goals and intent of Proposition 64 funding.

Project Description	The City of Live Oak proposes implementing a comprehensive, prevention-focused project that rehabilitates and activates its existing community swimming pool as a central hub for youth engagement, structured programming, and community-based substance use prevention. This project
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aligns with the goals of Proposition 64 funding by addressing risk factors associated with youth substance use, including cannabis, through increased access to supervised, pro-social recreational opportunities.

The project consists of three integrated components: (1) rehabilitation of the existing aquatic facility, (2) expansion of structured youth programming and employment opportunities, and (3) implementation of supervision and enforcement strategies to maintain a safe and drug-free recreational environment. These components are directly aligned with the City's Project Work Plan and collectively support prevention-oriented outcomes.

Facility Rehabilitation and Enhancement

The first component of the project focuses on rehabilitating the City's community swimming pool to ensure it meets current health, safety, and accessibility standards while improving its overall functionality and appeal. Activities include completion of engineering and design specifications, procurement and contracting, and full rehabilitation of the facility, including resurfacing, mechanical upgrades, and water quality system improvements. These enhancements will address aging infrastructure and improve usability, allowing the facility to safely support increased program participation and community use.

In addition to functional upgrades, the project will improve the overall attractiveness of the facility to increase youth engagement. By modernizing and enhancing the physical environment, the City will reposition the pool as a welcoming and desirable destination for youth and families, which is critical to increasing participation in prevention-focused programming.

Youth Programming and Engagement

The second component expands structured aquatic programming designed to provide consistent, supervised engagement opportunities for youth. As outlined in the work plan, the City will offer a range of programs including recreational swim, youth swim lessons, community events, and family-oriented activities. These programs are designed to provide safe, inclusive, and accessible opportunities for youth to engage in positive activities that promote physical health, social connection, and skill development.

The project also includes employment and training opportunities for transitional-aged youth (TAY) through lifeguard and program staffing roles. TAY participants will receive training in supervision, safety, and leadership, as well as education related to healthy decision-making and substance use prevention. This employment component not only supports workforce development but also reinforces pro-social behaviors and peer leadership within the community.

All programming will occur in a structured and supervised setting, particularly during high-risk periods such as summer months, when youth are more likely to experience unstructured time. By increasing access to appealing and organized activities, the project provides meaningful alternatives to high-risk behaviors, including substance use.

Supervision and Enforcement of a Drug-Free Environment

The third component establishes and maintains a safe, supervised, and drug-free recreational environment. The City will implement and enforce facility rules that prohibit cannabis use, smoking, and vaping within the aquatic facility and surrounding areas, consistent with local regulations and public health standards. As detailed in the work plan, trained recreation staff, lifeguards, and City partners will be responsible for monitoring activities, ensuring compliance, and maintaining a consistent presence during all programs and events.

Staff will receive training in rule enforcement, youth engagement, and prevention-oriented practices to ensure that supervision is both effective and supportive. Coordination with local law enforcement, code enforcement, and public safety personnel will further reinforce compliance and provide additional support as needed. Signage and program orientation will clearly communicate expectations and promote awareness of substance-free policies.

Data Collection and Outcomes

The City will track both process and outcome measures to evaluate project effectiveness, consistent with the work plan. Process measures include completion of design and construction milestones, number of programs offered, number of participants served, and number of TAY staff trained. Outcome measures include increased youth participation, improved utilization of the facility, reduced incidents related to substance use, and increased compliance with facility rules.

Data sources will include program registration records, attendance logs, training records, construction progress reports, and incident reports. This data will be used to monitor implementation progress, assess program impact, and inform continuous improvement efforts.

Alignment with Proposition 64 Goals

This project directly supports Proposition 64 priorities by addressing risk factors associated with youth substance use through increased access to structured, supervised, and engaging recreational opportunities. By rehabilitating an existing community asset and activating it with intentional programming and supervision, the City of Live Oak will provide youth with positive alternatives to substance use, including cannabis, while promoting healthy behaviors and community connection.

Given the City's financial constraints and reduced law enforcement capacity, this project represents a strategic and sustainable investment in prevention. By strengthening community-based resources and increasing youth engagement, the project reduces reliance on enforcement alone and supports long-term public safety and well-being.

Project Organizational Capacity and Coordination

The City of Live Oak has the organizational capacity, staffing structure, and partnerships necessary to successfully implement and sustain the proposed project. The City has experience administering grant-funded programs, managing public infrastructure projects, and delivering community-based recreational services that support prevention-focused outcomes. The City has successfully administered prior grant-funded projects and maintained compliance with reporting requirements.

Organizational Capacity and Staffing

Project implementation will be led by City Administration in coordination with staff identified in the Project Work Plan. The Principal Engineer will oversee design, procurement, and construction of the pool rehabilitation, including contractor management and project completion. The City maintains established procedures for capital project delivery, ensuring compliance with procurement and construction standards.

Following rehabilitation, Parks and Recreation staff will lead program implementation and facility operations. Recreation Leaders, Parks Maintenance Workers, and management staff will oversee programming, maintenance, and daily operations. These staff have experience managing aquatic facilities and delivering youth-focused programming.

Transitional-aged youth (TAY) lifeguards will support supervision, program delivery, and peer engagement. As outlined in the work plan, TAY staff will be trained in safety, supervision, and healthy decision-making, reinforcing positive behaviors among participants while supporting workforce development.

Coordination and Partnerships

The project leverages coordination across City departments and partners to ensure effective implementation. City Administration will provide oversight and fiscal management. Parks and Recreation will coordinate programming, outreach, and operations, while Parks Maintenance will support facility readiness.

Coordination with Code Enforcement and Fire Department staff will support safety compliance. Local law enforcement will contribute to prevention efforts by providing education to TAY staff and youth participants on the impacts of cannabis use and promoting healthy alternatives, consistent with the work plan.

Program Implementation and Supervision

Programming will follow the structured approach outlined in the work plan, including recreational swimming, swim lessons, and community events. All activities will be supervised by trained staff to ensure a safe and structured environment.

Staff will enforce facility rules prohibiting cannabis use, smoking, and vaping. Clear communication of expectations, combined with consistent supervision, will support compliance and maintain a drug-free recreational setting aligned with prevention goals.

Fiscal Management and Grant Administration

The City maintains financial management systems and internal controls to ensure proper administration of grant funds. The Finance department will oversee budgeting, expenditures, financial reporting, and compliance. The project budget aligns with work plan activities, including capital improvements, staffing, and programming, ensuring effective use of resources.

Expenditures will be tracked and documented in accordance with grant requirements. Ongoing budget and expenditure monitoring will support accountability and timely implementation.

Data Collection and Performance Monitoring

The City will track process and outcome measures identified in the work plan, including construction progress, program participation, TAY staffing, and incident reporting. Data will be used to monitor implementation, assess outcomes, and inform adjustments as needed.

Sustainability

By rehabilitating an existing facility and integrating programming into current operations, the City will sustain project benefits beyond the grant term. Continued coordination among City departments will ensure the facility remains a safe, supervised, and prevention-focused community resource.

Project Evaluation

The City of Live Oak will implement a structured evaluation process to measure project implementation, program effectiveness, and progress toward prevention-focused outcomes consistent with Proposition 64 objectives. Evaluation activities will align directly with the goals, objectives, and measures identified in the City's Project Work Plan and will include both process and outcome evaluation components.

Process Evaluation

The City will track implementation milestones to ensure timely and successful completion of all project components. For the rehabilitation phase, process measures will include completion of design and engineering plans, procurement of contractors, percentage of construction completed, and final project completion. Documentation will include design reports, construction progress reports, and photo documentation before, during, and after rehabilitation.

For the programming component, process measures will include the number of aquatic programs developed and offered, number of program sessions conducted, number of participants served, and number of transitional-aged youth (TAY) hired and trained as lifeguards and program staff. Additional process tracking will include staff training completion related to supervision, safety, and substance use prevention.

For the supervision and enforcement component, process measures will include the number of supervised program hours, number of staff trained on facility rule enforcement, and installation of signage related to cannabis-free and smoke-free policies. These measures will ensure that all planned activities are implemented as outlined.

Outcome Evaluation

Outcome measures will focus on changes in participation, engagement, and safety within the facility. The primary outcome for the rehabilitation component is the successful restoration of a safe, accessible, and fully operational aquatic facility.

For programming, key outcomes will include increased youth participation in aquatic programs, increased utilization of the facility, and expanded engagement of TAY staff in employment and leadership roles. Increased

participation is expected to correlate with greater access to structured, supervised activities that serve as protective factors against substance use.

For supervision and enforcement, outcomes will include increased compliance with facility rules, reduction in incidents involving prohibited behaviors, and maintenance of a safe, drug-free recreational environment. Incident reports and supervision logs will be used to monitor trends and ensure consistent enforcement of policies prohibiting cannabis use, smoking, and vaping.

Data Collection and Management

Data will be collected and maintained across all project components using existing City systems and procedures. Data sources will include construction and design reports, program registration records, attendance logs, TAY employment and training records, supervision logs, and incident reports, consistent with the work plan.

City staff will be responsible for collecting and entering data in a timely and consistent manner. Program and operational staff will track participation and activity data, while administrative staff will oversee compilation, review, and reporting of performance measures.

Performance Monitoring and Reporting

The City will conduct ongoing monitoring of project performance to ensure alignment with goals and timely progress. Data will be reviewed regularly to assess whether targets are being met and to identify any areas requiring adjustment. Findings will be used to inform program improvements, including adjustments to outreach, scheduling, or programming to better meet community needs.

All required reports will be completed in accordance with grant requirements, including documentation of expenditures, activities, and outcomes. The City will ensure that reporting is accurate, complete, and submitted on time.

Alignment with Proposition 64 Goals

The evaluation framework is designed to measure the project's effectiveness in addressing risk factors associated with youth substance use, including cannabis, through increased access to structured and supervised recreational activities. By tracking participation, supervision, and compliance, the City will assess the extent to which the project provides meaningful alternatives to high-risk behaviors and supports a safe, prevention-focused environment.

Continuous Improvement

Evaluation findings will be used to support continuous improvement throughout the grant term. The City will use data to refine program delivery, enhance outreach efforts, and strengthen supervision practices to maximize participation and effectiveness. This adaptive approach ensures that the project remains responsive to community needs and achieves intended outcomes.

PART IV: PROJECT BUDGET ATTACHMENT	The Budget Attachment must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Attachment. All project costs must be directly related to the objectives and activities of the project, demonstrating how the funds will be used to address the local needs due to the impact of legalizing cannabis in California. The Budget Table must cover the entire 66-month grant period. For additional guidance related to allowable uses of grant funds, refer to pages 8-15 of the Proposition 64 Request for Proposals (RFP).
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Project Budget Attachment

[2.-Prop-64-PHS-Cohort-4-Budget-Attachment.xlsx](#)

PART V - ATTACHMENTS: MANDATORY AND OPTIONAL	In addition to the Budget Attachment, the list of mandatory attachments include: Project Work Plan Letter of Eligibility Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement Criteria for Non-Governmental Organizations Receiving BSCC Funds The Governing Board Resolution attachment upload is optional at Application submission. However, it will be required if the project is awarded Prop 64 Cohort 4 Grant Funds. These documents are stand-alone documents available on the BSCC Proposition 64 Homepage: http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/ . Download, complete, and upload where prompted below.
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PROJECT WORK PLAN

[3.-Prop-64-Project-Work-Plan-Appendix-G_Complete.docx](#)

Letter of Eligibility

[1.-Prop-64-Letter-of-Eligibility-Appendix-A_Complete.docx](#)

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement

[5.-Debarment-Attachment-Appendix-E_Complete.docx](#)

Criteria for Non-Governmental Organizations Receiving BSCC Funds as a Subcontractor

[4._Prop-64-Cohort-4-NGO_Not_Applicable.docx](#)

Governing Board Resolution (Optional)

Prop 64 PH&S Grant Project Work Plan

Complete this required document. You will be prompted to upload this attachment to the BSCC Submittable Application.

Instructions: Applicants must complete a Project Work Plan using the format below. Provided goals and objectives must have a clear relationship to the need and intent of the grant. The Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. The plan must identify the top three goals and corresponding objectives, with a minimum of one goal pertaining to each identified PPA. Completed plans should identify:

1. the project's top goals and objectives.
2. how the goal(s) will be achieved in terms of the activities/services, responsible staff/partners, and the timelines.
3. a list of the data elements to be collected.

Name of City or County Applicant:	City of Live Oak		
(1) Goal:	Rehabilitate the City's community swimming pool to restore a safe and accessible aquatic facility supporting youth recreation and a healthy alternative to youth.		
Objectives (A., B., etc.)	A. Complete engineering, design, and procurement activities. B. Rehabilitate the pool including resurfacing and mechanical upgrades. C. Prepare the facility for safe community use and youth programming.		
Process Measures and Outcome Measures:	Process: Design plans initiated, design plans completed/approved, contract awarded, % construction complete. Outcome: Rehabilitated City pool		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
1. Develop project design and engineering specifications 2. Award and procure contractor 3. Complete pool rehabilitation	1. Principal Engineer 2. Contractor 3. City Administration	Jan 2026	Dec 2026
List data and sources to be used to measure outcomes: Design phase reports including pictures of before construction and intended design, Construction progress reports including progress photos, and final construction completion reports including photos.			

(2) Goal:	Expand youth engagement through aquatic recreation and swim safety programming.			
Objectives (A., B., etc.)	1. Expand outreach for youth aquatic programs including recreational swim 2. Provide supervised and monitored recreational swimming opportunities Family pool passes for the Summer Season K-8th Grade private pool parties (Average attendance per grade 140) Youth Swim Lessons (Ages 4-17yrs) Average attendance 240 Adult Swim Lessons (18+) Average attendance 10 Community Events – 5 events during the Summer (Average attendance 240) Adult Aqua Fit ages 18+ (Average attendance 30+) 3. Support lifeguard training and transitional aged youth (TAY) employment with an added component of healthy decision making			
Process Measures and Outcome Measures:	Process: number of programs developed/offered, number of TAY lifeguards hired, number of TAY lifeguards Outcome: increased youth participation through programs, and TAY lifeguards educated with swim safety and healthy outlets			
Project activities that support the identified goal and objectives:		Responsible staff/partners:	Timeline	
			Start Date	End Date
1. Develop aquatic program curriculum 2. Hire/train TAY lifeguards 3. TAY lifeguards receive annual education from Law enforcement on the effects of cannabis and healthy alternatives 4. Offer swim lessons and recreation swim to youth and adults 5. Expand our outreach to get more attendance at the pool during the summer season		1. TAY lifeguards 2. Parks Maintenance Workers 3. Recreation Leaders 4. Management Analyst 5. Director 6. Law Enforcement 7. Code Enforcement 8. Fire Department	Spring 2027	Ongoing
List data and sources to be used to measure outcomes: Youth/Adult program registrations, TAY lifeguard participation logs for annual training, overall attendance tracking related to recreational swim.				

(3) Goal:	Promote community safety and a drug-free recreational environment by supervising aquatic programs and enforcing facility rules that prohibit cannabis use and other substances at the community pool.		
Objectives (A., B., etc.)	A. Establish and enforce facility rules prohibiting cannabis use, smoking, and vaping within the aquatic facility and surrounding park areas.		

	B. Provide trained recreation supervisors to monitor activities and ensure compliance with facility safety and drug-free policies. C. Promote youth awareness of cannabis laws and healthy behaviors through program orientation and signage.		
Process Measures and Outcome Measures:	Process: number of supervised recreation sessions conducted, number of staff trained on facility rule enforcement, and number of cannabis-free signage installations. Outcome: increased compliance with facility rules through incident reports, reduced incidents involving substance use, and a safe, supervised recreational environment for youth.		
Project activities that support the identified goal and objectives:	Responsible staff/partners:	Timeline	
		Start Date	End Date
1. Post and maintain signage prohibiting cannabis use and smoking in the aquatic facility 2. Train recreation leaders and additional staff partners on rule enforcement and youth engagement 3. Train Lifeguards on rule enforcement and youth engagement 4. Provide on-site supervision during programs and events to monitor behavior and ensure compliance	1. TAY lifeguards 2. Parks Maintenance Workers 3. Recreation Leaders 4. Management Analyst 5. Director 6. Law Enforcement 7. Code Enforcement 8. Fire Department staff	Summer 2027	Ongoing
List data and sources to be used to measure outcomes: Incident reports, facility supervision logs, program participation records, and signage installation documentation.			

2026 Proposition 64 Public Health & Safety Grant Program - Proposal Budget and Budget Narrative

Name of City or County Applicant: City of Live Oak

Grant Term: July 1, 2026 through December 31, 2031

*Note: Budget Categories 1 - 7 will auto-populate based on the information entered in the sections below.
Do not alter or recreate this budget template. Applicants that do not use the BSCC Budget Template will be disqualified.*

Budget Category	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
1. Salaries and Benefits	\$370,500	\$0	\$370,500
2. Services and Supplies	\$0	\$0	\$0
3. Professional Services or Public Agency Subcontracts	\$20,000	\$0	\$20,000
4. Non-Governmental Organization (NGO) Subcontracts	\$0	\$0	\$0
5. Equipment/Fixed Assets	\$2,000	\$607,500	\$609,500
6. Other (Travel, Training, etc.)	\$0	\$0	\$0
7. Indirect Costs (For PPAs 1 through 4)	\$0		\$0
TOTAL	\$392,500	\$607,500	\$1,000,000
Percentage of Grant Funds Dedicated to PPA 1: Public Safety/Enforcement (excludes amount budgeted for indirect costs)	39.25%		

1a. Salaries and Benefits

Position Title	(Show as either % FTE or Hourly Rate) & Benefits	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
TAY Lifeguards	See below narrative	\$183,382	\$0	\$183,382
Parks Maintenance Workers (x7)	See below narrative	\$68,946	\$0	\$68,946
Recreation Leaders	See below narrative	\$16,790	\$0	\$16,790
Management Analyst	See below narrative	\$14,240	\$0	\$14,240
Parks & Rec Director	See below narrative	\$8,663	\$0	\$8,663
Code Enforcement	See below narrative	\$1,995	\$0	\$1,995
Aquatic Supervisor	See below narrative	\$76,484	\$0	\$76,484
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$370,500	\$0	\$370,500

1b. Salaries and Benefits Narrative: Provide a brief description for each position that addresses their role on the grant project.

Salaries & Benefits as a whole stretches across the grant period for each of the items listed here and also above. TAY Lifeguards - 8,132 hours; hourly rate = 22.55; Total: \$183,382; Description: Monitor pool and park activities with enforcement of a cannabis-free environment along with representing/displaying a safe and healthy alternative environment; Rec Leader - 800 hours; hourly rate = \$20.99; Total: \$16,790; Description: Monitor pool and park activity to ensure a safe and healthy alternative environment and assist with gathering data and compiling grant supporting documentation such as program participation records, incident reports, and facility supervision logs; Management Analyst - 200 hours; hourly rate = \$71.20; Total: \$14,240; Description: Program monitoring to ensure compliance of the grant by supervising rec leaders, lifeguards, and aquatic supervisor to ensure compliance of rules and regs on cannabis use at parks is being enforced, submitting progress reports related to grant deliverables. Parks & Rec Director - 100 hours; hourly rate = \$86.63; Total: \$8,663; Description: General oversight of entire grant that will include program monitoring to ensure compliance of the grant, following City procurement practices related to beautification of pool, reviewing all progress reports related to grant deliverables, and any other director related actions needed to ensure compliance and project completion/monitoring. Code Enforcement - 50 hours; hourly rate = \$39.88; Total: \$1,994; Description: Daily routine visits to the pool to check in on rec leaders to follow up on inspections of cannabis use that's not allowed in City limits per the municode. Parks Maintenance Workers - 1,400 hours; hourly rate = \$49.25; Total: \$68,946; Description: Posting of signage around aquatic park, cleaning park to ensure there isn't any paraphernalia, routine checks on signage, checking in with supervisors to ensure there isn't any cannabis use around park. Aquatic Supervisor - 3,000 hours; hourly rate = \$25.49; Total: \$76,484; Description: Supervisor of all TAY lifeguards that will assist with taking incident reports for cannabis use, assisting with progress reports, assist with monitoring youth participants including TAY lifeguards with the ultimate goal of providing a healthy alternative for both participants and transitional aged youth.

2a. Services and Supplies

Description of Services or Supplies	Calculation for Expenditure	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

2b. Services and Supplies Narrative: Provide a brief description for each item that explains how it will be used toward fulfilling grant objectives.

3a. Professional Services or Public Agency Subcontracts

Description of Professional Service(s)	Calculation for Expenditure	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
Law Enforcement	See below narrative	\$20,000	\$0	\$20,000
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$20,000	\$0	\$20,000

3b. Professional Services or Public Agency Subcontracts Narrative: *List each consultant and/or public agency that will receive grant funds. Provide a brief description of the services that will be provided.*

Law Enforcement Contractual Services - 200 hours; Actual Cost: \$20,000 ; Description: Monitor pool and park activities with enforcement of a cannabis-free environment along with representing/displaying a safe and healthy alternative enviroment.

4a. Non-Governmental Organization (NGO) Subcontracts

Description of Subcontracts	Calculation for Expenditure	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

4b. Non-Governmental Organization (NGO) Subcontracts Narrative: *List each NGO subcontractor that will receive grant funds. Provide a brief description of the services that will be provided.*

N/A

5a. Equipment/Fixed Assets

Description of Equipment/Fixed Assets	Calculation for Expense	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
Pool Slides / Pool Ladders	Quotes received	\$0	\$105,000	\$105,000
Restroom Restoration	Research and previous purchase history; will follow procurement procedures	\$0	\$50,000	\$50,000
Pool Pump	Research and previous purchase history; will follow procurement procedures	\$0	\$20,000	\$20,000
Signage	4 signs @ \$500	\$2,000	\$0	\$2,000
Lifeguard Stands / ADA Chairs	Research and previous purchase history; will follow procurement procedures	\$0	\$17,500	\$17,500
Safety Equipment	4k per season	\$0	\$20,000	\$20,000
Shade Structure (Installation)	Research and previous purchase history; will follow procurement procedures	\$0	\$40,000	\$40,000
New Lockers	Research and previous purchase history; will follow procurement procedures	\$0	\$5,000	\$5,000
Pool Rehabilitation Contractor	Re-lining of the pool, Re-plastering, Re-plumbing, Deck restoration, Depth Measures, Safety Rails, Playground water feature	\$0	\$300,000	\$300,000
Engineering/Design	Engineered plans, Permits, Labor	\$0	\$50,000	\$50,000
TOTAL		\$2,000	\$607,500	\$609,500

Installation and cost of materials for pool slides, ladders, lifeguard stands and ADA chairs with an estimate total of \$105,000. Restroom Restorations including new stalls, new partitions, new hand wash stations, infant changing stations, apoxy bathroom floor. Pool Pump 3 years old by end of this season, life span of a commercial pool pump is 3-5 years, price range of new pool pump is between \$15,000 - \$20,000. The beautification and rehabilitation of the aquatic park will provide a healthy alternative for both youth participants and transitional aged youth that either participate or provide real-life job experience. The aquatic park is one of the sole youth outlets that the City offers besides recreation programs; however, the attention to rehabilitating this park as a visual desire for both youth and transitional aged youth has made it difficult to attract a healthy alternative in the community.

Signage posting to deter cannabis use around a park. Safety equipment is an essential resource for all city staff and public attendees while being at the aquatic park; Shade Structure installation - Installation cost: \$40,000. New Locker cost - \$5,000

Scope of work estimate for Pool Rehabilitation Project: Re-plastering of 2 pools - Pool 1- 350 FT perimeter depth 4'-10"/ Pool 2 - 110' Perimeter Depth 1', demo remove tile on water line, channel drain, racing lanes and target for pool 1 and 2. Remove plaster on pool 1 and 2. Remove VGB drains on pool 1 and 2. Install new 1x1 tile on water line and channel drain, install 5 racing lanes with non-slip tile, install depth target tiles on walls, install new white plaster for pool 1 and 2, install all new VGB drains.

Description of Other (Travel, Training, etc.)	Calculation for Expense	A. Grant Funds for PPA 1: Public Safety/Enforcement	B. Grant Funds for PPA 2, 3, and/or 4	Total Requested Grant Funds (A+B)
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
		\$0	\$0	\$0
TOTAL		\$0	\$0	\$0

N/A

For this grant program, indirect costs may be charged using only <u>one</u> of the two options below:	Grant Funds	Total Requested Grant Funds
1) Indirect costs not to exceed 15 percent (15%) of all grant-funded costs, excluding equipment and fixed assets . Applicable if the applicant does not have a federally approved indirect cost rate.	\$0	\$0
<i>If using Option 1) grant funds allocated to Indirect Costs may not exceed:</i>	\$58,575	
2) Indirect costs not to exceed 20 percent (20%) of all grant-funded costs, excluding equipment and fixed assets . Applicable if the applicant has a federally approved indirect cost rate. Amount claimed may not exceed the applicant's federally approved indirect cost rate.	\$0	\$0
<i>If using Option 2) grant funds allocated to Indirect Costs may not exceed:</i>	\$78,100	
<i>Please see Instructions tab for additional information regarding Indirect Costs. If the amount exceeds the maximum allowed and/or turns red, please adjust it to not exceed the line-item noted.</i>	\$0	\$0

Enter narrative here. You may expand row height if needed. If using a federally approved indirect cost rate, please include the rate in the narrative.

Appendix A:
PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT PROGRAM
SCORING PANEL ROSTER

Name	Title	Organization/Agency
Ella Ban	Environmental Scientist	California State Water Resources Control Board
Jose Barajas	Assistant Branch Chief	California Department of Cannabis Control
Jacqueline Campion	Deputy Director, Policy & Research	California Department of Cannabis Control
Brittany Falcon	Program Analyst II	Board of State and Community Corrections
Jason Grundel	Deputy State Public Defender	State of California, Office of the State Public Defender
Jim Keddy	Executive Director	Youth Forward
Colin Medigovich	Strategic Intelligence Analyst	California Governor's Office of Emergency Services
Nikkole Melgoza	Office of Program Operations	California Department of Corrections and Rehabilitation
Nancy O'Malley	District Attorney (Ret.)	Alameda County
Douglas Roehler	Staff Services Manager I	California Department of Cannabis Control
Killi Seto	Deputy Lieutenant	San Joaquin County Sheriff's Office
Douglas Smurr	Attorney IV / Assistant General Counsel	California Department of Cannabis Control
Doug Snell	Correctional Lieutenant (Ret.)	California Department of Corrections and Rehabilitation
George Tiongson	Sergeant	California Department of Cannabis Control
Kellie Vasen	Attorney IV	California Department of Cannabis Control

**APPENDIX B:
CRITERIA AND ASSURANCE FOR NON-GOVERNMENTAL ORGANIZATIONS
THAT RECEIVE BSCC GRANT FUNDS AS A SUBCONTRACTOR**

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 4, includes requirements that apply to non-governmental organizations **that receive BSCC grant funds as subcontractors**. Grantees are responsible for ensuring that all subcontracted third parties continually meet these requirements as a condition of receiving any Prop 64 PH&S grant funds. These requirements are as follows.

Any non-governmental organization that receives **Prop 64 PH&S grant funds** must:

- Have been duly organized, in existence, and in good standing at least six (6) months prior to the start date of the Grantee's Grant Agreement with BSCC.

Note: Non-governmental organizations that have recently reorganized or have merged with other qualified non-governmental organizations that were in existence prior to the six (6) month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the applicant's Grant Agreement with BSCC.

- Be registered with the California Secretary of State's Office, if applicable.
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship).
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.

In the table below, provide the name of the Grantee and list all subcontracted third parties.

Name of Grantee:			
Name of Subcontracted Third Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

See next page for signature block.

**APPENDIX B:
CRITERIA AND ASSURANCE FOR NON-GOVERNMENTAL ORGANIZATIONS
THAT RECEIVE BSCC GRANT FUNDS AS A SUBCONTRACTOR**

Grantees are required to update this list and submit it to BSCC any time a new third-party subcontract with an NGO is executed after the initial assurance date. Grantees shall retain (on site) applicable source documentation for each subcontracted party that verifies compliance with the requirements listed in the **Prop 64 PH&S RFP**. These records will be subject to the records and retention language found in the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed Criteria and Assurance form on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE <i>(This document must be signed by the person who is authorized to sign the Grant Agreement.)</i>			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (verified e-signature is acceptable) X			DATE

**Prop 64 Grant
Cohort 4 Grantees**

City of Adelanto	Adelanto Police Department
City of Belmont	Belmont Police Department
City of Benicia	City of Benicia
City of Cathedral City	Cathedral City
City of Ceres	Ceres Police Department
City of Chico	City of Chico
City of Chula Vista	City Manager's Office
City of Chula Vista	Fire Department
City of Clearlake	City of Clearlake
City of Colfax	City of Colfax
City of Colusa	Dept of Parks and Recreation
City of Covina	City of Covina
City of Daly City	City of Daly City
City of El Monte	Police Department
City of Eureka	Police Department
City of Firebaugh	Firebaugh Police Department
City of Fresno	City Attorney's Office
City of Fresno	Police Department
City of Grass Valley	Police Department

City of Hanford	City of Hanford
City of Hollister	Police Department
City of Imperial	Police Department
City of La Mesa	City of La Mesa
City of Lancaster	City of Lancaster
City of Lemoore	City of Lemoore
City of Live Oak	City of Live Oak
City of Lompoc	City of Lompoc
City of Long Beach	Dept of Health & Human Services
City of Los Angeles	Mayor's Office
City of Los Angeles	Police Department
City of Madera	Dept of Public Health
City of Mendota	Police Department
City of Modesto	Police Department
City of Nevada City	Police Department
City of Oakland	Special Activity Permits Division
City of Oceanside	Police Department
City of Oxnard	Police Department
City of Palm Desert	City of Palm Desert
City of Pomona	Police Department
City of Redwood City	Police Department
City of Richmond	Office of Neighborhood Safety

City of Sacramento	Dept of Finance
City of San Bernardino	City of San Bernardino
City of San Diego	City of San Diego
City & County of San Francisco	Dept of Children, Youth & Their Families
City of San José	Parks, Recreation & Neighborhood Services
City of Santa Monica	Police Department
City of Sonora	Police Department
City of South El Monte	City of South El Monte
City of Stockton	City of Stockton
City of Tulare	City of Tulare
City of Union City	Police Department
City of Vista	City of Vista
City of Watsonville	Police Department
County of Alameda	Office of Education
County of Alameda	Dept of Public Health
County of Calaveras	Dept of Public Health
County of Contra Costa	Health Dept - Tobacco Prevention Program
County of Humboldt	Sheriff's Office
County of Lake	Dept of Probation
County of Mendocino	Dept of Public Health
County of Mendocino	Sheriff's Office

County of Monterey	District Attorney's Office
County of Monterey	Sheriff's Office
County of Nevada	Sheriff's Office
County of Riverside	First 5 Riverside
County of San Benito	San Benito County
County of San Diego	Sheriff's Office
County of Santa Cruz	County of Santa Cruz
County of Trinity	Dept of Community Development
County of Yolo	Dept of Environmental Health

CITY OF LIVE OAK STAFF REPORT

Date: September 2, 2026
To: Honorable Mayor & Members of the City Council
From: Benjamin Moody, City Manager

Subject: Stormwater Analysis - Professional Services Agreement

Summary: Recommendation: 1) Authorize the City Manager to approve a standard professional services agreement, with West Yost, for City Stormwater Analysis, in the amount of \$29,000, with the finding that it is in the best interest of the City; and 2) Authorize the Finance Director to make a supplemental budget appropriation of \$29,000 within the Storm Drain Connection Fees Fund, where sufficient funds are available, for professional services through the remainder of the fiscal year.

Fiscal Impact: \$29,000 Fund 052 - Storm Drain Connection Fees.

Purpose:

To determine stormwater infrastructure needs and design criteria related to future development.

Background:

The City's Master Drainage Study was completed and published in March of 2011 by West Yost Associates and provides technical analysis and guidance for storm water conveyance needs. This includes guidance for the replacement of existing undersized facilities, infill conveyance facilities for areas lacking drainage improvements, and future development infrastructure within the City limits. The original Master Study provided guidance for future regional detention basin needs throughout the City based on proposed growth from known planned developments, many of which had approved tentative subdivision maps. Since the completion of the Study, most of the planned development was not constructed, and the City saw partial completion of the Soccer Park regional detention basin as outlined in the Master Study.

Recent development inquiries are requesting information regarding independent site stormwater detention facilities that may not be warranted as a result of the Soccer Park basin construction, as well as conveyance facilities sizing based on proposed developments that were not originally included in the build out model of the Master Study.

Analysis:

City staff is in favor of reducing future operation and maintenance costs associated with site specific storm water detention facilities however, additional regional detention facilities in areas outlined by the Maser Study require property that the City does not currently own, nor is within the currently proposed area of development.

Staff recommend contracting with West Yost to perform a drainage model update inclusive of the constructed Soccer Park basin in its as-built condition, and proposed buildout of development properties within the City limits. Additionally, West Yost would provide a summary and evaluation in the form of a technical memorandum.

Staff recommend contracting with West Yost for performance of Tasks 1 and 2 of the proposal in order to provide analysis of the proposed Orchard View development.

Then annually, council can consider and authorize funding through the annual budget process for performance of task 3.

Fiscal Impact:

The current proposal is composed of multiple tasks. At this time, staff is requesting funding for Task 1, Task 2, and approximately 10% for a maximum contract price of \$29,000.

Funding related to task 2 is subject to partial reimbursement related to development conditions of approval and associated stormwater impact fees. Timing of the reimbursements is subject to development.

Recommendation:

1) Authorize the City Manager to approve a standard professional services agreement, with West Yost, for City Stormwater Analysis, in the amount of \$29,000, with the finding that it is in the best interest of the City; and 2) Authorize the Finance Director to make a supplemental budget appropriation of \$29,000 within the Storm Drain Connection Fees Fund, where sufficient funds are available, for professional services through the remainder of the fiscal year.

Attachments:

[West Yost - LP - City of Live Oak Drainage Evaluations](#)

August 6, 2026 SENT VIA: EMAIL

Jeff Rabo
City of Live Oak
9955 Live Oak Boulevard
Live Oak, CA 95953

SUBJECT: Proposal for Engineering Services Hydraulic Evaluations

Dear Jeff Rabo:

West Yost is pleased to present this proposal to provide engineering services for the Subject study.

PROPOSED SCOPE OF SERVICES

Our proposed scope of services consists of the following tasks, further detailed in this LP:

- Task 1. Restore Achieved XPSWMM Model Files and Verify Current Results and Update Model to Current Conditions
- Task 2. Evaluate Orchard View I
- Task 3. Evaluate Up To Four Other Development Projects

Task 1. Restore Achieved XPSWMM Model Files and Verify Current Results and Update Model to Current Conditions

This task consists of three subtasks:

- Retrieve the latest model files from our file archive file system. We believe the latest models were used to evaluate modifications of the Pennington Ranch. We will retrieve these files and install them on our active project file network.
- We will run the model in XPSWMM 2026 (the current version) and verify the 2026 results agree with the previous results. For this proposal, we have assumed the results will agree.
- West Yost will update the existing conditions file to represent current conditions. This will include use of record drawings from the following projects:
 - Pennington Ranch detention basin
 - Soccer Park (including verifying the downstream restrictive culvert is not in the model yet since it has not been constructed)
 - The Dollar General Store and downstream drainage system
 - Highway 99 Caltrans Improvements in downtown
 - The levee culvert at the east end of Pennington Road

- Garden Glen
- Other development projects from your email on August 5, 2026 that are actually developed (if any)

It is assumed that the City will provide record drawings for these projects. If the City is aware of other updates that should be incorporated into the model, these will be provided as well.

Task 2. Evaluate Orchard View I

Using the updated model, West Yost will evaluate the potential impacts from the Orchard View I development project as follows:

- Update the land uses from agricultural to residential and add the proposed off-site storm drains recommended as part of the project.
- Compare the existing conditions Water Surface Elevations (WSEs) with the proposed WSEs. Increased WSEs are expected but will only be considered an impact if they exceed the ground surface elevation and cause increased flooding depths. An increase in WSE that remains within the storm drain system will not be considered an impact. West Yost will provide the proposed conditions WSEs at the end of the Orchard View proposed storm drain systems. Storm drains within (on-site) Orchard View I will not be modeled as a part of this proposal.
- If there are flooding impacts, we will evaluate the following mitigation approaches (in order of preference)
 - Install the Soccer Park restrictive culvert.
 - Make minor modifications to the Pennington Ranch basin. However, there is no space available to enlarge the basin footprint. Make the basin deeper, but the basin must still drain by gravity (no pump station).
 - Install a temporary detention basin within Orchard View I. This is the last choice because it results in the loss of developable land.

West Yost will summarize this evaluation in a concise Technical Memorandum (TM), which will include a map of the model nodes color coordinated to show increased flooding for the areas that are affected by the Orchard View I development, and a table comparing the node WSEs for each of the evaluated scenarios.

We anticipate conducting up to three virtual meetings to present and discuss model results and the TM.

Task 3. Evaluate Up To Four Other Development Projects

Using the updated model (with Orchard View I and any mitigation), West Yost will evaluate the potential impacts from up to four other development projects as follows:

- The City is to identify the development project sites and land uses. This proposal is based on the eight development project sites from your August 8, 2026 email.
- Evaluate the change in land uses from agricultural to developed conditions with no off-site drainage improvements. Compare the existing conditions WSEs with the developed condition WSEs. Increased WSEs are expected, but the increase will only be considered an impact if it

exceeds the ground surface elevation and causes increased flooding depths. An increase in WSE that remains within the storm drain system will not be considered an impact.

- Meet with the City to review and discuss the results of changing the land uses. At this meeting, we will jointly develop potential mitigation approaches. The preferred approach will be use of the Soccer Park restrictive culvert. We will jointly identify two other mitigation approaches.
- Model the three mitigation approaches to develop estimated sizes of the mitigation approaches. Compare the existing conditions Water Surface Elevations (WSEs) with the proposed mitigated WSEs. We will not model the storm drains within (on-site) of the development areas.

West Yost will summarize this evaluation in a concise TM, which will include a map of the model nodes color coordinated to show increased flooding and a table comparing the node WSEs for each of the evaluated scenarios.

We anticipate conducting up to two Teams meetings to present and discuss model results and the TM.

PROPOSED SCHEDULE AND BUDGET

Tasks 1 and 2 can be completed within 4 weeks of receiving an executed contract and the required record drawings. Task 3 can be completed within 8 weeks of completion of Task 2. We anticipate this work to be authorized in mid-August 2026.

West Yost proposes to perform these services on a time-and-expenses, not-to-exceed basis in accordance with our 2026 Billing Rates (Attachment A). The estimated cost to perform the proposed scope of services is shown in Attachment B.

We appreciate the opportunity to provide this proposal and look forward to working with the City of Live Oak. Please contact me at 530-574-3905 or via email if you have any questions or need additional information.

Sincerely,
WEST YOST



Douglas T. Moore, PE
Engineering Manager II
RCE #58122

Attachment A: West Yost 2026 Billing Rates

Attachment B: Project Budget

Attachment A

West Yost's 2026 Billing Rates

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$392
Engineer/Scientist/Geologist Manager I / II	\$370 / \$387
Principal Engineer/Scientist/Geologist I / II	\$333 / \$355
Senior Engineer/Scientist/Geologist I / II	\$297 / \$312
Associate Engineer/Scientist/Geologist I / II	\$246 / \$265
Engineer/Scientist/Geologist I / II / III	\$191 / \$221 / \$231
Engineering Aide	\$117
Field Monitoring Services	\$145
Administrative I / II / III / IV	\$107 / \$133 / \$160 / \$176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$384 / \$387
Principal Tech Specialist I / II	\$353 / \$365
Senior Tech Specialist I / II	\$320 / \$334
Senior GIS Analyst	\$292
GIS Analyst	\$277
Technical Specialist I / II / III / IV	\$206 / \$231 / \$261 / \$291
Technical Analyst I / II	\$148 / \$176
Technical Analyst Intern	\$119
Cross-Connection Control Specialist I / II / III / IV	\$154 / \$167 / \$188 / \$208
CAD Manager	\$233
CAD Designer I / II	\$181 / \$204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$373
Construction Manager I / II / III / IV	\$222 / \$237 / \$251 / \$318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$200 / \$222 / \$247 / \$256
Apprentice Inspector	\$181
CM Administrative I / II	\$96 / \$130
Field Services	\$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$200 / day
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$18.75 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

* This schedule is updated annually



Attachment B

Project Budget

Project Summary, Hours and Fee West Yost Associates PROJECT: Drainage Evaluations	EM/SM/GM II D Moore	ESG II K Chueng	PE/PS/PG II	TA II	P P Riles	Labor		Costs		
						Hours	Fee	Sub. 10%	Other	Total
Task 1 Restore Achieved XPSWMM Model Files and										
Subtotal, Task 1 (hours)	10	18	0	0	2	30				
Subtotal, Task 1 (\$)	\$ 3,870	\$ 3,978			\$ 784		\$ 8,632			\$ 8,632
Task 2 Evaluate Orchard View I										
Subtotal, Task 2 (hours)	15	46	0	1	4	66				
Subtotal, Task 2 (\$)	\$ 5,805	\$ 10,166		\$ 176	\$ 1,568		\$ 17,715			\$ 17,715
Task 3 Evaluate Up To Four Other Development										
Subtotal, Task 3 (hours)	22	60	0	1	4	87				
Subtotal, Task 3 (\$)	\$ 8,514	\$ 13,260		\$ 176	\$ 1,568		\$ 23,518			\$ 23,518
TOTAL (hours)	47	124	0	2	10	183				
TOTAL (\$)	\$ 18,189	\$ 27,404		\$ 352	\$ 3,920		\$ 49,865	\$ 0		\$ 49,865

CITY OF LIVE OAK STAFF REPORT

Date: September 2, 2026
To: Honorable Mayor & Members of the City Council
From: Jaspreet Kaur, Community and Economic Development Director

Subject: Nuisance Ordinance Update

Summary: Recommendation: 1) Waive the second reading of the ordinance; and 2) Adopt an ordinance to repeal and replace Live Oak Municipal Code Title 8 Chapter 8.24, Nuisance Abatement Code, and repeal Title 14, Neighborhood and Community Preservation Program.

Fiscal Impact: Staff time to administer and enforce the ordinance as appropriate.

Purpose:

To update the City's Nuisance ordinance to help streamline processes, address current needs, and provide staff adequate legal tools to remedy public nuisances.

Background:

The City Council has expressed a desire to enhance and promote the maintenance of property in the City; with the intent that it promotes livability, enhances the community appearance, and raises the social and economic conditions of the community.

Staff has coordinated with internal departments and the City Attorney's office to develop an effective nuisance abatement code that will put in place a compliance program that eliminates and prevents the spread of blight, crime, makes neighborhoods safer and more livable, and promotes economic development and pride in the community.

Through this process staff is recommending the full repeal and replacement of the City's Municipal Code Title 8, Chapter 8.24, Nuisance Abatement Code, and repeal Title 14, Neighborhood and Community Preservation Program.

Analysis:

The proposed ordinance complies with current legal requirements, provides a streamlined process, and allows for a wide range of enforcement mechanisms to the City with a level of discretion that is legally compliant.

The new Ordinance consolidates the existing Chapter 8.24 and Title 14 into one code, with new administrative penalties, appeal process, defined nuisances/definitions, and more direct enforcement authority. The goal is to repeal Title 14 entirely, and repeal and replace Chapter 8.24 with the new ordinance.

The proposed ordinance was introduced at the regularly scheduled City Council meeting on August 19, 2026. Following the public hearing and deliberation, a motion was made to approve the recommendation, subject to updating Section 8.24.100(i), Garbage Containers. The specific nuisance provision has been revised to require garbage containers to be placed 15 feet from the back of the curb and prohibit placement in front of a residence or business.

Should the ordinance be adopted, staff will prepare a future agenda item to bring forward for consideration the Master Fee Schedule to align with the proposed ordinance.

Fiscal Impact:

Staff time to administer and enforce the ordinance as appropriate.

Recommendation:

1) Waive the second reading of the ordinance; and 2) Adopt an ordinance to repeal and replace Live Oak Municipal Code Title 8 Chapter 8.24, Nuisance Abatement Code, and repeal Title 14, Neighborhood and Community Preservation Program.

Attachments:

[Attachment 1_Ordinance Headings](#)

[Attachment 2_Ordinance](#)

[Attachment 3_Nuisance Abatement Code 8.24](#)

[Attachment 4_Title 14](#)

ATTACHMENT A

CHAPTER 8.24

NUISANCE ABATEMENT

- § 8.24.010** Title
- § 8.24.020** Purpose
- § 8.24.030** Application
- § 8.24.040** Enforcement
- § 8.24.050** Right of Entry
- § 8.24.060** Responsibility for Property Maintenance
- § 8.24.070** Hearing Examiner Panel
- § 8.24.080** Violations and Penalties
- § 8.24.082** Notice of Noncompliance
- § 8.24.084** Release of Notice of Noncompliance
- § 8.24.090** Definitions
- § 8.24.100** Specified Nuisances
- § 8.24.102** Weeds, Vegetation, and Rubbish
- § 8.24.104** Garbage
- § 8.24.106** Vacant Buildings: Nuisance and Abatement
- § 8.24.110** Additional Enforcement
- § 8.24.112** Multiple Response Nuisances
- § 8.24.120** Cumulative Remedies
- § 8.24.130** Summary Abatement
- § 8.24.140** Commencement of Administrative Abatement Proceedings
- § 8.24.150** Notice to Correct
- § 8.24.160** Notice of Violation and Penalty Order
- § 8.24.161** Initial Appeal
- § 8.24.170** Establishing Amount of Administrative Penalties
- § 8.24.180** Appeal Hearing
- § 8.24.190** Enforcement of Order
- § 8.24.200** Payment of Administrative Penalties
- § 8.24.210** Enforcement of Final Orders
- § 8.24.220** Interference with Abatement Prohibited
- § 8.24.230** Extensions of Time
- § 8.24.240** Costs and Expenses of Abatement and Administrative Penalties Which Accrue Following Hearing Examiner's Decision
- § 8.24.250** Procedure for Assessment of Costs
- § 8.24.260** Notice of Assessment Hearing

§ 8.24.265 Assessment of Administrative Penalties Following the Hearing Examiner's Decision
When the City Does Not Seek Recovery of Costs and Expenses of Abating the Nuisance

§ 8.24.270 Hearing to Confirm Costs and Expenses of Abatement and Administrative Penalties

§ 8.24.280 Assessment of Costs and Administrative Penalties—Special Assessment Lien Against
Property

§ 8.24.290 Municipal Affairs

ATTACHMENT B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVE OAK TO REPEAL AND REPLACE LIVE OAK MUNICIPAL CODE TITLE 8, CHAPTER 8.24, NUISANCE ABATEMENT CODE, AND REPEAL TITLE 14, NEIGHBORHOOD AND COMMUNITY PRESERVATION PROGRAM IN IT'S ENTIRETY.

WHEREAS, the City of Live Oak has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the city, Cal. Const. Art. XI, section 7; and

WHEREAS, the City Council of the City of Live Oak finds that certain conditions constitute a public nuisance and are a threat to the public peace, safety and welfare of the City; and

WHEREAS, by declaring that violations of the Live Oak Municipal Code constitute a public nuisance, the City Council has determined that by violating the City's laws contained in the Live Oak Municipal Code, a person or entity creates a threat or danger to the public health, safety or welfare as a public nuisance; and

WHEREAS, Sections 36901, 38771 and 38773.5(a) of the California Government Code authorize the City of Live Oak to enact ordinances declaring what constitutes a public nuisance, the procedures for abating nuisance conditions, providing for the recovery of costs and attorney fees to abate the nuisance, providing for the collection of civil penalties; and

WHEREAS, Section 2929.3 of the California Civil Code authorizes the City of Live Oak to abate a public nuisance existing at residential properties acquired through foreclosure or a deed of trust and to charge fines for noncompliance; and

WHEREAS, Chapter 13 of Part 2 of Division 3 of Title 4 of the California Government Code authorizes local procedures for weed abatement; and

WHEREAS, the City Council finds that ensuring compliance with the Live Oak Municipal Code and other regulations vital to the protection of the public's health, safety and quality of life throughout the City is an important public service; and

WHEREAS, the City Council desires to enhance and promote the maintenance of property and the enhancement of the livability, community appearance, and the social and economic conditions of the community; and

WHEREAS, the City Council finds that an effective code compliance program eliminates and prevents the spread of blight, deterioration and crime, makes neighborhoods safer and more livable, and promotes economic development and pride in the community; and

WHEREAS, the City Council recognizes that an effective code compliance program requires the drafting and adoption of regulations

that can be effectively applied by City personnel in a fair and expedient manner; and

WHEREAS, the City Council has determined that it is in the public interest to adopt this ordinance which expressly declares that any and all violations of the Live Oak Municipal Code constitute public nuisances, in order to facilitate the City's ability to protect the health, safety, and general welfare of the public through the use of the nuisance abatement procedures set forth in the Live Oak Municipal Code and in other applicable laws, rules and regulations; and

WHEREAS, the City Council finds that the Live Oak Municipal Code does not provide an adequate administrative remedy for properties harboring conditions that constitute a public nuisance; and

WHEREAS, the City Council has an interest in maintaining the City of Live Oak in an orderly and esthetically pleasing condition, to keep property values in line with neighboring communities and to improve the quality of life for its residents, businesses, and visitors; and

WHEREAS, the City Council has determined that the adoption of this ordinance is necessary to achieve a more comprehensive code compliance program that will permit City personnel to immediately proceed with code compliance efforts in an expedient, efficient and fair manner for purposes of effectively protecting public health and safety.

NOW THEREFORE, the people of the chartered City of Live Oak do hereby ordain as follows:

SECTION 1. The above recitals are incorporated are hereby by reference.

SECTION 2. Title 14 of the Live Oak Municipal Code is repealed in its entirety;

SECTION 3. Title 8, Chapter 24, of the Live Oak Municipal Code is repealed in its entirety and the following provisions are adopted in their entirety to read as follows:

CHAPTER 8.24

NUISANCE ABATEMENT

§ 8.24.010 Title.

This chapter shall be known and may be cited as the "Nuisance Abatement Code" and shall hereinafter be referred to herein as "this chapter."

§ 8.24.020 Purpose.

- a. It is the intent of the City Council in adopting this chapter to provide a comprehensive method for identification and abatement of certain public nuisances within the City of Live Oak.
- b. Provisions of this chapter are to be supplementary and complementary to all of the provisions of the city's municipal code, state law (including Civil Code Section 3479 et seq., Government Code Section 38771 et seq., Government Code Section 53069.4, Penal Code Section 370 et seq., Health and Safety Code Section 14875 et seq.) and any law, common law or in equity, and nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the city to abate any and all nuisances and impose administrative penalties for a violation of this chapter.

§ 8.24.030 **Application.**

The provisions of this chapter shall apply generally to any property in the city where any of the conditions hereinafter specified are found to exist; provided, however, that any condition which would constitute a violation of this chapter, but which is specifically authorized under any city, state or federal law, shall not be deemed to violate this chapter.

§ 8.24.040 **Enforcement.**

The city manager and each department head or their authorized representative (hereinafter referred to as "enforcement officers") are hereby authorized and directed to use the provisions of this chapter for the purpose of abating those nuisances which exist as the result of violation of those ordinances for which their respective departments have primary enforcement responsibility.

§ 8.24.050 **Right of Entry.**

- a. Whenever it is necessary to make an inspection of any premises to enforce the provisions of this chapter, and to the extent authorized by law, the enforcement officers may enter such premises at all reasonable times to inspect the same or to perform any duty imposed upon him/her by this chapter, subject to the requirements of Amendment IV of the United States Constitution and any other provisions of applicable law.
- b. Whenever practicable, the enforcement officer shall contact the occupant of such premises prior to entry and inform the occupant of the reasons for such entry onto such property, and if the occupant is a person other than the owner, the enforcement officer shall also, if practicable, contact such owner.
- c. If the owner, occupant or any third party in control or

possession of the premises refuses entry onto any premises, the enforcement officer shall have recourse to every remedy provided by law to secure peaceable entry on such premises to perform the duties required by this chapter.

§ 8.24.060 **Responsibility for Property Maintenance.**

- a. Every owner of real property within the city is required to maintain such property in a manner so as not to violate the provisions of this chapter, and such owner remains liable for violations thereof regardless of any contract or agreement with any third party regarding such property.
- b. Every occupant, lessee, property manager or holder of any interest in property, other than as owner thereof, is required to maintain such property in the same manner as is required by the owner thereof, and the duty imposed by this section on the owner thereof shall in no instance relieve those persons from the similar duty.
- c. Other responsible persons shall be required to maintain such property in the same manner as required by the owner described in subsection (a) of this section. As used in this subsection "other responsible persons" means any officer, member, manager, employee, director, shareholder, partner, or other person having control or supervision of, or who is charged with the responsibility for, the operation of the corporation, partnership, limited partnership, limited liability partnership, or limited liability company who possesses the authority, individually or collectively with others, to direct actions of the entity for which they are a "responsible person," to comply with this chapter.

§ 8.24.070 **Hearing Examiner Panel.**

In order to hear cases brought by the Enforcement Officer under the provisions of this Chapter, the City Council shall appoint by resolution or ordinance a hearing panel of three examiners. Such examiners shall serve at the pleasure of the City Council. A panel of three such Hearing Examiners shall be randomly selected to hear an appeal of a Notice of Violation and Penalty Order issued pursuant to Section 8.24.160. Any reference in this Chapter to a "Hearing Examiner" shall be deemed to reference a panel of three Hearing Examiners or, in the alternative, the City Council may serve as the Hearing Examiner panel. Initial appeals shall be heard by the City Manager or the City Manager's designee pursuant to Section 8.24.161

§ 8.24.080 **Violations and Penalties.**

- a. Any person, firm, corporation, or other entity, whether owner, lessee, sublessor, sublessee, or occupant of any premises that violates the provisions of this chapter or any order issued pursuant to this chapter shall be subject to any or all of the following:
 - (1) Such person shall be guilty of a misdemeanor for each day such violation continues, and upon conviction thereof, shall be punished by a fine not to exceed one thousand dollars, or by imprisonment of not longer than six months, or both;
 - (2) Such person shall be prosecuted in a civil action brought by the city. The city attorney or other authorized legal representative may bring an action in a court of competent jurisdiction to enjoin any nuisance, violation of this chapter, or violation of any other ordinance of the city;
 - (3) Such person shall be subject to summary or administrative abatement of the nuisance by the city, and be subject to fines, penalties, fees and costs imposed by the city pursuant to the summary or administrative abatement procedures contained in this chapter or any other provisions of law.

§ 8.24.082 **Notice of noncompliance.**

When a notice and order has been previously served, and the specified time to correct has passed without adequate correction of the violation and code violation(s) still exist the Building Official may file a notice of noncompliance with Sutter County Recorder's Office. The cost to file a notice of noncompliance will be charged to the property owner.

§ 8.24.084 **Release of notice of noncompliance.**

When code violation(s) compliance has been achieved to the satisfaction of the City Inspector, a release of the notice of noncompliance will be granted to the property owner. The cost for the release of the notice of noncompliance will be charged to the property.

§ 8.24.090 **Definitions.**

For purposes of this chapter, the following words shall have the following specified meanings:

- a. "City" means the City of Live Oak, a municipal corporation of the state of California.

- b. "*Highway*" means any road, street, alley, way or place of whatever nature, publicly maintained and opened to the use of the public for purposes of vehicular travel. Highway includes city streets.
- c. "*Inoperative vehicle*" means any vehicle which cannot be legally operated on the street because of lack of current registration, lack of an engine, transmission, wheels, tires, doors, windshield or any other part or equipment necessary to operate safely, or which cannot be operated under its own power.
- d. "*Junk*" means any cast-off, damaged, discarded, junked, obsolete, salvage, scrapped, unusable, worn-out or wrecked object, thing or material composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, metal, paper, plaster, plaster of paris, rubber, terra cotta, wool, cotton, cloth, canvas, organic matter or other substance, having no reasonably realistic market value or requiring reconditioning in order to be used for its original purpose.
- e. "*Junk yard*" means any premises from, on, or which any junk is abandoned, bailed, bartered, bought, brought, bundled, deposited, disassembled, disposed of, exchanged, handled, kept, packed, processed, scattered, shipped, sold, stored or transported, regardless of whether or not such activity is done for profit.
- f. "*Owner*" means the owner of record of real property, occupant, lessee, property manager, or interested holder in the same, as well as other responsible persons all as defined in Section 8.24.060, as the case may be, including the owner of real property whereon a vehicle(s) or part(s) thereof is located.
- g. "*Person*" means any individual, group of individuals, firm or corporation owning, occupying or using any premises.
- h. "*Premises*" means any real property or improvements thereon, as the case may be.
- i. "*Unreasonable period*" means, as used in Section 8.24.100, an unreasonable period is a duration of fifteen calendar days. However, if the keeping, storage, depositing, or accumulation of materials constituting a public nuisance is recurring, frequent and repetitious whereby said materials are removed and redeposited on two or more occasions within a three-month period, then "unreasonable period" shall be

defined as fifteen days from the first occurrence, keeping, storage, depositing, or accumulation of said materials.

- j. "Vehicle" means any device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

§ 8.24.100 **Specified Nuisances.**

In addition to conditions which are declared by other provisions of the City of Live Oak Municipal Code to be either illegal or to constitute a public nuisance and which are to be enforced under those applicable provisions of this chapter, the following are declared as a nuisance and enforceable under this chapter:

- a. Activities prohibited by California Penal Code, Part 1, Title 10 and Sections 370, 371 and 11225 et seq., as enacted or hereinafter amended, shall be unlawful, constitute a nuisance, and enforcement and abatement shall be undertaken as provided by law.
- b. It is hereby declared unlawful and a public nuisance for any person owning, occupying or using any premises or land in the city to maintain such premises or land such that any one or more of the following conditions or activities exist:
 - (a) *Abandoned and partial buildings.* Buildings which are abandoned, vacant, partially destroyed, or left in an unreasonable state of partial construction. "An unreasonable state of partial construction" means any unfinished building or structure where the owner has been given written notice to complete the building or structure by the City's Building Official or designee, but fails to complete construction and obtain final approval from the City in accordance with applicable laws and regulations within the time period provided by the City's Building Official or designee.
 - (b) *Broken windows.* Buildings with windows containing broken glass or no glass at all where the window is of a type which normally contains glass.
 - (c) *Building materials and household fixtures and equipment.* Used or damaged lumber, junk, trash, debris, concrete, scrap metal, salvage materials and abandoned, broken, discarded or unused furniture, appliances, sinks, toilets, cabinets, or other household fixtures or equipment (i) stored so as to be

visible at ground level from a public street, alley or from adjoining property, or (ii) stored in a manner out of view but in an unsecured area accessible to minors, or (iii) stored in a manner as to harbor rodents, insects, or other vermin.

- (d) *Building residue*. Residue from a fire or demolition such as concrete or brick foundations and flatwork.
- (e) *Construction equipment*. Construction equipment or machinery of any type or description parked or stored on the property when it is readily visible to the general public, except while excavation, construction or demolition operations covered by an active building permit are in progress on the subject property or an adjoining property.
- (f) *Deteriorated buildings*. Buildings which have become so deteriorated as to permit decay, excessive checking, cracking, peeling, chalking, dry rot, warping, or termite infestation.
- (g) *Deteriorated improvements*. Walls, fences, hedges, driveways, sidewalks, walkways, and similar improvements which have become deteriorated, hazardous, defective, or unsightly.
- (h) *Encroachment*. The encroachment onto public property for which no encroachment permit has been issued or which is in violation of the provisions of an encroachment permit or any applicable law.
- (i) *Garbage containers*. The leaving of any garbage, rubbish, recyclable, or green waste container in a front yard area, except during the times necessary for collection, is prohibited. Containers may be placed at curbside for collection no earlier than twelve (12) hours prior to the scheduled collection time. Within twelve (12) hours after collection service is rendered, the container shall be removed from the public right-of-way and relocated onto private property at least fifteen (15) feet from the back of curb. For properties located in residential zones, the garbage containers shall not be relocated in front of the residential building. For commercial zones, the garbage containers shall be relocated from the public right-of-way and screened in accordance with City standards.
- (j) *Graffiti*. Graffiti or other defacing words, letters or drawings which remain in excess of 48 hours on the exterior of any building or fence or other structure that has not been removed or covered with paint matching the structure that was defaced.
- (k) *Hazardous liquids and other substances*. Any property with pooled or flowing hazardous substances, including oil and

similar liquids, which are not contained on site in approved storage containers and pursuant to all laws. Any property with excessive accumulations of oil and similar liquids on paved surfaces, buildings, walls, or fences. Any property where a hazardous substance is deposited, stored, released, or discharged in violation of any law.

- (l) *Hazardous pools, ponds, and excavations.* Pools, spas, hot tubs, ponds, or other artificially confined bodies of water, and excavations, maintained in a hazardous manner which may affect the health or safety of the public, including providing a breeding place for mosquitoes and algae, failing to comply with State and local safety requirements for pools and spas, and failing to take adequate measures to prevent public access to the area.
- (m) *Landscape materials.* The keeping, storage, depositing, or accumulation on the premises of excess dirt, sand, gravel, concrete, or other similar materials for an unreasonable period of time or in a manner as to harbor rodents, insects, or other vermin.
- (n) *Landscaping.* Front and visible side yards without acceptable landscaping, except for improved surfaces such as walks and driveways. Acceptable landscaping shall include any ground cover, decorative rock, redwood bark, lawn, turf and/or other material determined to be acceptable or required by the City Manager or his/her designee. Landscaping shall also be maintained in accordance with any approved permit, site plan, or landscaping plan. Required landscaping shall not be converted to or expanded for driveway, parking, or other paved surfaces in front of windows serving habitable rooms or other primary living areas except as approved by the Community Development Director.
- (o) *Land use entitlements.* The failure to comply with any condition imposed on an entitlement, permit, contract, or environmental document issued or approved by the City in connection with the property or any improvement located thereon.
- (p) *Land use.* The failure to comply with any city zoning requirement.
- (q) *Laundry hanging.* The hanging of clothing, laundry or routinely washed articles on porch/stair railings, fences, hedges, or other supporting structures located in front or side yards and visible from a public place.
- (r) *Occupied vehicles.* Any vehicle, recreational vehicle, motor home, camper, camper shell, or boat occupied by any person

or persons overnight, except as may be permitted in an approved location for such purpose.

- (s) *Offensive odors.* Stagnant water, refuse, rubbish, garbage, dead animal carcasses, offal, animal excrement or other waste materials which emit odors that are unreasonably offensive to the physical senses of a reasonable person of normal sensitivity or which may cause or attract rodents, insects, or other vermin.
- (t) *Personal property.* The keeping, storage, depositing or accumulation of an excessive amount of personal property visible from a public street or alley and/or adjacent private property.
- (u) *Public right-of-way.* The keeping, storage, depositing or accumulation of landscaping materials, sporting equipment, garbage cans or any other personal property within the public right-of-way, including but not limited to greenways, landscaping medians, streets, sidewalks and alleyways.
- (v) *Safety hazard.* The maintenance of property in a manner that presents an imminent safety hazard and/or creates a present and immediate danger to life, property, health or public safety.
- (w) *Sewage.* The failure to properly connect any inhabited improvements to a sewage disposal system or sanitary sewer and/or permitting sewage seepage or discharge upon the ground.
- (x) *Signs.* Improper existence and maintenance of signs relating to uses no longer conducted or products no longer sold on the property, including signs not in compliance with the zoning ordinance.
- (y) *Storage containers and dumpsters.* Storing or keeping boxes, containers, or dumpsters, in excess of 72 consecutive hours, except when otherwise permitted by the Live Oak Municipal Code, the City Manager or his/her designee when engaged in ongoing construction activity.
- (z) *Tarps and other temporary use items.* The keeping or using of tarps or other similar items intended to be used as a temporary protective cover or shelter in a state of disrepair or beyond the intended use period, when the item is stored so as to be visible at ground level from a public street, alley or from adjoining property. Temporary use items visible for more than 30 consecutive calendar days or 30 calendar days in any calendar year shall be presumed to be beyond their intended period of use.

- (aa) *Tractor-trailer.* Any semi-tractor-trailer truck, also known simply as a semi-trailer truck, tractor-trailer truck, semi-tractor truck, semi-truck, big rig, 18-wheeler, trailer truck or tractor truck, or combination of a tractor unit and one, or more, semi-trailers to carry freight and/or exceeding 10,000 pounds. parked or stored on any driveway, street, an unimproved surface, unauthorized location or otherwise in violation of the Live Oak Municipal Code; unless parking or storage on the street is authorized within the zoning district where the tractor-trailer is parked or stored.
- (bb) *Unpermitted construction or alterations.* The building, construction or placement of any unpermitted structure or building, including but not limited to an unpermitted carport, accessory building, driveway entrance, patio cover, pergola or improvements to a previously approved structure or building.
- (cc) *Vehicle parts.* The keeping, storage, depositing, or accumulation on the premises of motor vehicle part(s) or scrap, including tires, which is:
- (1) Visible at ground level from a public street, alley or from adjoining property, or
 - (2) Contains more than personal use items unless allowed by previous City review or permit in appropriate commercial or industrial zones.
- (dd) *Vehicles, including motor homes, trailers, and boats.*
- (1) Any vehicle, recreational vehicle, motor home, camper, camper shell, boat, or trailer parked or stored outside of a garage or carport on an unimproved surface or otherwise in violation of the Live Oak Municipal Code.
 - (2) Any inoperable vehicle, recreational vehicle, motor home, boat, or trailer parked or stored outside of a garage or carport on a driveway, street, an unimproved surface or otherwise in violation of the Live Oak Municipal Code.
- (ee) *Visibility hazards.* The maintenance of property in such a manner as to cause a hazard to the public by obscuring the visibility of any public right-of-way, road intersection, pedestrian walkway, street sign, streetlight, or traffic signal.

§ 8.24.102 **Weeds, vegetation, and rubbish.**

No person, whether such person is the owner, agent, or person in control of any lot or parcel of land within the City, shall maintain, permit,

or allow such premises, or adjoining public way, sidewalk, street and/or alley, to be maintained in any of the following conditions, which are declared to be a public nuisance. It is the duty of the property owner to destroy or remove all such prohibited materials.

(a) *Refuge for vermin.* Dead, decayed, diseased or hazardous trees, weeds, grass, rubbish, refuse, dirt, debris, or any other matter or material which may provide a breeding place or refuge for rodents, insects, or other vermin.

(b) *Vegetation near chimneys.* Dead vegetative growth overhanging a structure or any tree branch or other vegetative growth which extends within ten feet of the outlet of a chimney.

(c) *Pollen.* Weeds which may produce pollen which is injurious to the health, safety, comfort, or welfare of the residents of the City.

(d) *Fire hazard: fire hydrants.* Weeds, rubbish, refuse, dirt, debris, or any other matter or material which may become a fire or health hazard, or is within 36 inches of a fire hydrant.

(e) *Overgrown vegetation.*

(1) Vegetative growth overhanging a public street by less than 14 feet in height or a public sidewalk by less than eight feet in height.

(2) Any overgrown vegetation, including but not limited to bushes, shrubs, trees, lawns, weeds and flowers.

(f) *Other vegetation.* Any other vegetation or materials which, because of lack of maintenance, create conditions which may become a fire or health hazard, including weeds which are otherwise subject to abatement by law.

(g) *Trees and shrubs.* Any tree or shrub causing damage to the public right-of-way including but not limited to streets, sidewalks, alleyways, greenways and landscape medians.

§ 8.24.104 **Garbage.**

(a) *Public right-of-way.* No person shall place, or cause to be placed, upon any public way, street, or sidewalk, any refuse matter, garbage, or filth which is hazardous to public health or safety or which obstructs the free passage of such street or sidewalk for more than one hour at a time, except as may be permitted by the Live Oak Municipal Code.

(b) *Private property.* No person in control of any lot or parcel of land within the City, whether such person is the owner, agent, or tenant, shall maintain, permit, or allow any refuse matter, garbage, or filth which is hazardous to public health or safety to exist on such premises. Garbage shall be placed in approved containers.

(c) *Summary abatement.* The existence of one or more of these conditions shall be considered public nuisances subject to summary abatement and cost recovery as proscribed in this chapter.

§ 8.24.106 **Vacant buildings: nuisance and abatement.**

Vacant residential, commercial and industrial buildings and all yards surrounding the building must be maintained, actively monitored, and secured in accordance with the following standards or the property will be considered blighted and a nuisance subject to abatement pursuant to the procedures set forth in this chapter, and any other available enforcement mechanisms.

"Vacant building" means real property with one or more structures, whether residential, commercial, or industrial, that is/are unoccupied or occupied by unauthorized persons. In the case of a multi-unit structure or complex, "vacant" shall mean when any one unit is unoccupied or occupied by unauthorized persons.

For commercial and industrial properties, "acceptable landscaping" means that at least 50% of the non-paved portions of the exterior yards (those that are visible to the general public) shall be covered with live trees, shrubs, lawns, or other live plant materials and the remaining portion of the non-paved portions of the exterior yards shall be covered with live trees, shrubs, lawns, or other live plant materials or shall have decorative landscaping installed, so long as weed block is used where decorative landscaping is installed.

For residential properties, acceptable landscaping shall include any ground cover, decorative rock, redwood bark, lawn and/or other material determined to be acceptable or required by the City Manager or his/her designee.

- (a) *Yard maintenance.* Maintain all yards in compliance with any applicable development permits, site plans, and landscape plans. If there are no applicable development permits, site plans, or landscape plans, maintain all interior yards (those that are not visible to the general public) in a safe condition, including keeping all plant materials controlled to avoid overgrowth; maintain all exterior yards (those that are visible to the general public), including park strips, with acceptable landscaping, installed and maintained in a trimmed, live and healthy condition. "Park strip" means that portion of a street right-of-way which lies between the property line and/or sidewalk and the outside edge of a gutter or gutter lip, including a driveway approach. Where no curb exists, "park strip" shall mean the area of property from the property line to the edge of the pavement.

- (b) *Building exterior.* Maintain the exterior of the building, including, but not limited to, paint and finishes, in good condition.
- (c) *Broken windows.* Board up broken windows within 24 hours and replace broken windows within 72 hours, subject to the provisions of subsection (g) of this section.
- (d) *Trash and debris.* Remove all trash and debris within 72 hours of their placement or abandonment on the property.
- (e) *Compliance with laws.* Maintain the building in continuing compliance with all applicable State and local codes and regulations and any applicable City issued permits.
- (f) *Prevention of criminal activity.* Take all reasonable steps necessary to prevent criminal activity on the premises, including, but not limited to, the use and sale of controlled substances, prostitution and criminal street gang activity.
- (g) *Secure property.* Secure the property, both structure and grounds, against trespassers, including maintaining all windows and doors with locks, replacing all broken doors or windows, and securing any other openings into the structure which are readily accessible to trespassers by boarding or such other means as shall be accepted by the City Manager or his/her designee. For purposes of securing the building and grounds, boarding up windows and doors and fully fencing the property shall be a disfavored technique and may only be used when it is determined by the City Manager or his/her designee that no other reasonable alternative exists. Properly maintained buildings and grounds should discourage trespassers. Alternative security measures are also available. When a building is boarded or the property fenced, the owner shall comply with standards established by the City Manager or his/her designee.
- (h) *Graffiti.* Remove all graffiti on the property within 48 hours of placement on the property.

§ 8.24.110 **Additional Enforcement.**

Nothing in this chapter shall prevent the City Council from authorizing the City Attorney or other authorized representative to commence any administrative, civil, or criminal proceeding authorized by law to abate a nuisance. Such remedies shall be in addition to the procedures set forth in this chapter.

§ 8.24.112 **Multiple Response Nuisances.**

- (a) If a department of the City is required to respond to a violation(s) of the provisions of this chapter more than once in any 120 calendar day period, including a second response during the same day or night as the first response, the person or persons who own the property where the nuisance took place, except as provided below; the person or persons residing on or otherwise in control of the property where the nuisance took place; the person or persons who organized or sponsored the activity or event causing the nuisance; and all persons who engaged in any activity resulting in the public nuisance shall be jointly and severally liable for the violation(s), regardless of whether the City issues an administrative citation or initiates a code enforcement action. The multiple response shall apply to the same or similar nuisances occurring during the applicable time period.
- (b) It is a public nuisance and a violation of this Chapter for the person or persons who own the property, whether through their agent, lessee, sublessor, sublessee, or occupant of any premises in the City to permit, by their own acts or omissions, any of the following activities to repeatedly occur on the real property of the owner. "Repeated" shall mean more than one occurrence upon the real property in any 120 calendar day period.
- (1) *Use and sale of controlled substances.* The illegal manufacturing, sale, use or possession of controlled substances or other illegal drugs and substances.
 - (2) *Coming and going for sales or use of controlled substances.* The gathering, or coming and going, of people who purchase or use controlled substances on the premises.
 - (3) *Prostitution.* The occurrence of prostitution.
 - (4) *Gang activities.* Unlawful activities of a criminal street gang as defined in Penal Code § 186.22.
 - (5) *Noise and unruly behavior.* Noise and unruly behavior as set forth within the Live Oak City Municipal Code.
 - (6) *Firearms and weapons.* The unlawful discharging of a firearm or brandishing of a weapon by any person.
 - (7) *Graffiti and trash.* The presence of graffiti or other defacing words, letters, or drawings, or trash and debris on the property for a 48-hour period.

- (8) *Abandoned and inoperable vehicles.* The presence of abandoned vehicles or improperly stored inoperative, wrecked, or dismantled vehicles on the property, occurring on any one or more properties of the same owner within the City of Live Oak.
- (9) *Animal disturbances.* Animal disturbances, including but not limited to competitive fighting between animals.
- (10) *Violent criminal acts.* Violent criminal acts, charged or not, including, but not limited to, rapes, assaults, battery, homicides, stabbings, and/or shootings.
- (11) *Gaming activities.* Illegal gaming activities.
- (12) *Stolen vehicles.* Maintenance, storage, and/or dismantling of any stolen vehicle upon the property.

§ 8.24.120 **Cumulative Remedies.**

All remedies provided by this chapter are cumulative and not exclusive. The City may pursue any remedy authorized by this chapter, the Live Oak Municipal Code, state law, federal law, common law, or equity, either separately or concurrently.

Nothing in this chapter shall be construed to limit the City's authority to abate nuisances or enforce municipal regulations.

§ 8.24.130 **Summary Abatement.**

A. Whenever an Enforcement Officer determines that a nuisance presents a clear and imminent danger to life, health, safety, property, or essential public services, the City may immediately abate the nuisance without prior notice or hearing.

B. Summary abatement may include any actions reasonably necessary to secure the property, eliminate the hazard, or prevent recurrence.

C. Prior authorization from the City Attorney or designee shall be obtained whenever practicable.

D. The City may seek an inspection warrant, abatement warrant, or other court order if necessary.

E. The costs of summary abatement shall be recoverable from the owner, occupant, responsible person, or any combination thereof.

F. Following summary abatement, the Enforcement Officer shall issue a Notice of Violation and Penalty Order.

G. Persons receiving such notice shall retain all appeal rights provided by this chapter.

8.24.140 Commencement of Administrative Abatement Proceedings.

(a) Whenever the enforcement officer has inspected or caused to be inspected any premises or conditions and has determined that such premises or conditions are in violation of this chapter, the enforcement officer may commence proceedings to cause abatement of the nuisance as provided herein.

(b) Once proceedings have been commenced pursuant to this chapter to declare a public nuisance, no premises or building shall be deemed to be in compliance with this chapter solely because such building or premises thereafter becomes occupied or unoccupied.

(c) Standard Proceedings:

1. A legal notice, Notice to Correct will be provided in accordance with section 8.24.150. At the end of this time period, the City enforcement officer will re-inspect the property to determine whether or not the code violation(s) has been corrected. If the code violation(s) has been corrected to the satisfaction of the enforcement officer, the enforcement officer will notify the record property owner in writing indicating the case has been closed.

If the code violation(s) has not been corrected and the property owner has not been granted an extension of time in accordance with the code, the code enforcement officer issues a first Notice of Violation and Penalty Order in accordance with section 8.24.160 with applicable administrative penalties.

2. The first Notice of Violation and Penalty Order, will be issued in accordance with Section 8.24.160, with Administrative Penalties in accordance with Section 8.24.170.

At the end of the time period established to correct the nuisance, per the Notice of Violation and Penalty Order, the code enforcement officer will re-inspect the property to determine whether or not the code violation(s) has been corrected.

If the code violation has been corrected to the satisfaction of the code enforcement officer, and payment of the administrative penalties have been paid in accordance with Section 8.24.200, the enforcement officer will notify the record property owner in writing indicating the case has been closed.

If the code violation has not been corrected, or the appeal process has not been initiated in accordance with section 8.24.161, the enforcement officer may issue subsequent Notice of Violation and Penalty Orders in accordance with section 8.24.160 and/or take any additional action to resolve the violations in accordance with the municipal code.

§ 8.24.150 Notice to Correct.

(a) Notice. Upon determination by the enforcement officer that a premises is in violation of this chapter, that a notice of violation and penalty order has not been issued against the same premises within the last twelve months, and that the violation does not create an immediate danger to health or safety, the enforcement officer shall issue a notice to correct to the record owner of the premises and to the occupant of the premises, if any. The notice to correct shall contain:

(1) The name and address of the property owner and, if known, the occupant, person, firm, or corporation in violation, and the street address of the property where the violation is present;

(2) A statement specifying the condition(s) which constitute a nuisance;

(3) A statement explaining which specific code sections have been violated;

(4) The range of the administrative monetary penalties, as described in Section 8.24.170, that the city may impose for such violations if not corrected;

(5) An order to correct the violation within a date certain, said date to be a minimum of ten calendar days after the date of the notice to correct has been issued and/or posted; and

(6) A statement informing the recipient of the name and office telephone number of the enforcement officer should the recipient desire to explain why he or she believes:

(A) The premises should not be declared to be a public nuisance and abated;

(B) Penalties should not be assessed; and

(C) The costs of such abatement should not become a charge and lien against the premises. The enforcement officer may rescind or modify the notice to correct based on substantive evidence presented by the recipient.

(b) Stop Work Order. If the violation is related to a permit, license or other city approval of a project, the notice to correct may be accompanied by a stop work order which orders the recipient to stop immediately any and all work on the project that is subject to the permit, license or approval until the violation is corrected.

(c) Service of Notice. A copy of the notice to correct, and any amended or supplemental notice, shall be served either by personal delivery or by U.S. mail, postage prepaid, upon the record owner at the address as it appears on the latest equalized assessment roll of Sutter County, and upon the occupant of the premises, if any. If neither of these methods result in the notice being served upon the record owner a copy of the notice shall be posted on the premises.

(d) Proof of Service. Proof of service of the notice to correct shall be certified by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made.

§ 8.24.160 Notice of Violation and Penalty Order.

(a) Grounds for Issuance. A notice of violation and penalty order ("notice and order") may be issued under any of the following circumstances:

(1) When a notice to correct has been served, and the specified time has passed without adequate correction of the violation;

(2) When a notice and order has been previously served, and the specified time to correct has passed without adequate correction of the violation;

(3) When a stop work order has been issued but has not been complied with;

(4) When the city has performed a summary abatement pursuant to Section 8.24.130; or

(5) When the same type or character of violation has been committed by the same person or on the same premises, or a notice to correct or a notice and order has been served on the same person or on the same premises, within the past twelve months.

(b) Contents of Notice and Order. A notice and order shall contain the following:

- (1) The name and address of the person, property and, if known, the occupant, corporation, or entity in violation, and the street address of the property where the violation is present;
- (2) A statement specifying the condition(s) which constitutes a nuisance;
- (3) A statement explaining the specific code sections that have been violated;
- (4) The amount of the administrative penalty the city is imposing for the violation;
- (5) A statement that the recipient has ten calendar days from the date of the notice and order to voluntarily abate the nuisance; or, if the enforcement officer determines that ten calendar days is insufficient to correct the nuisance, a statement specifying a date certain by which the nuisance must be corrected;
- (6) A statement informing the recipient of his or her right to appeal the enforcement officer's determination and imposition of the administrative penalty to a hearing examiner by filing with the city manager within ten calendar days of the date of the notice and order a processing fee, and on a form available from the city manager a written statement requesting a hearing and explaining:
(A) why the premises should not be declared to be a public nuisance and abated, (B) why the penalty ordered by the city should not be assessed, and (C) why the costs of such abatement should not become a charge and lien against the premises;
- (7) A statement that if the person, corporation or entity fails to abate the nuisance or fails to file on a timely basis a request for an appeal hearing, the notice and order shall be final and not subject to judicial review under Government Code Section [53069.4](#), and all persons served with such notice shall be deemed to have consented to the abatement of the nuisance and that, at the election of the city, the city may abate the nuisance and the costs of such abatement may be charged against the premises and may be recorded as a lien against the premises; and
- (8) A statement that any person, corporation, or entity that has exhausted the appeal hearing process may seek judicial review of the notice and order imposing the administrative penalty

pursuant to this chapter, and that the hearing examiner's order shall be final unless a timely judicial appeal is filed.

(c) Service of Notice and Order.

(1) Persons Entitled to Service. The notice and order shall be served upon the owner of the premises, any occupants of the premises, and any other person, corporation, or entity in violation. If the city proposes to impose a lien on the property, the city official issuing the notice and order shall also serve one copy on each of the following if known or disclosed from official public records: (A) the holder of any mortgage, deed of trust, or other encumbrance of record; and (B) the owner or holder of any lease of record. The failure of the city official issuing the order to serve any person required to be served shall not invalidate any proceedings under this chapter or relieve any person who was duly served from any duty or obligation imposed on him by the provisions of this section.

(2) Method of Service. Unless otherwise provided in this section, service of a notice and order shall be made either by personal delivery or by certified mail, return receipt requested. Service by certified mail in the manner herein provided shall be effective on the date of mailing. Service on any property owner in violation is deemed complete when it is served at the address listed by the property owner on the latest equalized assessment roll of Sutter County (made available to the city), or as known to the city official issuing the order. If neither personal service nor service by certified mail are reasonably feasible, substituted service of the notice and order may be made as follows:

(A) (i) By leaving a copy during usual business hours at the recipient's business with the person who is apparently in charge, and then mailing a copy by first class mail to the recipient at the address where the copy was left; or

(ii) By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and then mailing a copy by first-class mail to the recipient at the address where the copy was left. If service in accordance with this subsection is not possible, service may be accomplished in accordance with subsection (c) (2) (B) of this section.

(B) If the party entitled to service has a property manager or rental agency overseeing the premises, substituted service may be made as set forth in subsection (c) (2) (A) of this

section upon the property manager or rental agency. If service in accordance with this subsection is not possible, service may be accomplished in accordance with subsection (c) (2) (C) of this section.

(C) Substituted service may be effected by posting the notice and order on the premises and mailing a copy of the notice and order to the property owner and, if known, the occupant's person, corporation, or entity in violation at the address of the property on which the violation has occurred or is occurring. If service, in accordance with this subsection, is not possible, service may be accomplished in accordance with subsection (c) (2) (D) of this section.

(D) If the property owner and, if known, the person, corporation, or entity in violation or other person entitled to service cannot be located or service cannot be effected as set forth in this section, service may be made by publication in a newspaper of general circulation in Sutter County. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063.

§ 8.24.161 **Initial Appeal.**

(a) In the event of a timely appeal of a Notice and Order such initial appeal shall be heard by the City Manager or the City Manager's designee pursuant to this Section, unless the City Manager determines an initial appeal is not appropriate in which event, an appeal shall be held before the Live Oak City Council or a hearing examiner panel pursuant to Section 8.24.180.

(b) The appealing party shall be provided with written notice of the Initial Appeal Hearing by first class mail (and by email if the appellant designates an email address) at the address and email address provided with the written appeal request. The initial appeal hearing shall be set for a date no sooner than 10 days following a request for an appeal hearing. Notice of the appeal hearing shall be mailed at least 10 days prior to the date set for hearing.

Payment of Initial Appeal Fee. Any person, corporation, or entity seeking to appeal a notice of violation and penalty order shall be required to pay to the city, at the time the appeal is requested, a nonrefundable appeal fee to be set by resolution of the city council. Appeal notice is not valid without accompanying fee

(c) Conduct of Appeal Hearing.

(1) Evidence at the Hearing. At the time set for the initial appeal hearing, the City Manager shall receive and consider the enforcement officer's file as well as any evidence which the appealing party may wish to present. The hearing shall be informal and shall not be conducted in accordance with strict rules of evidence, although testimony and other information presented must be relevant to the issues in question.

(2) The initial appeal proceedings may be recorded electronically and any party may provide a certified shorthand reporter at such party's own expense.

(3) Any testimony offered at the initial appeal hearing shall be under oath and witnesses shall be placed under oath by the Hearing Examiner, City Clerk or Certified Shorthand Reporter.

(d) Format of Initial Appeal Decision. The City Manager shall issue a decision in the format provided in Section 8.24.180(e)(2).

(e) Service of Initial Appeal Decision. Upon issuance of the initial Appeal Decision, the City Clerk shall serve a copy on the Appellant by first class mail to the addresses provided by Appellant in the written Notice of Appeal. The decision shall be deemed to be served two days after it is mailed to the address provided by the Appellant. The Appellant may appeal the initial Appeal Decision for a full evidentiary hearing pursuant to Section 8.24.180 by filing with the City Clerk within 10 calendar days of the date of the initial Appeal Decision, and on a form available from the City Clerk a written statement requesting a hearing and explaining:

(A) why the Premises should not be declared to be a public nuisance and abated;

(B) why the penalty ordered should not be assessed; and

(C) why the costs of such abatement should not become charge and lien against the Premises or a personal obligation of responsible persons.

If the Appellant fails to timely file an appeal of the initial Appeal Decision, such decision shall be the final administrative decision of the City in which event the appeal of the initial Appeal Decision shall be through judicial review by filing a petition for writ of mandate pursuant to Code of Civil Procedure Sections 1094.5 and 1094.6, except that any appeal of the Hearing Examiner's decision regarding the imposition of an administrative penalty shall also be subject to Government Code Section 53069.4.

(f) In the event of a timely appeal of an initial Appeal Decision, the City Council or the Hearing Examiner Panel shall hear and determine the further appeal de novo pursuant to Section 8.24.180 and all other applicable provisions of Chapter 8.24 and this Code.

§ 8.24.170 Establishing amount of administrative penalties.

Unless otherwise provided in this chapter, administrative penalties shall be imposed in the following amounts for each code section violation listed in the notice:

- a. A fine not exceeding one hundred dollars for a first violation;
- b. A fine not exceeding two hundred dollars for a second violation of the same nature within one year; and;
- c. A fine not exceeding five hundred dollars for the third or subsequent violation of the same nature within one year of the second violation.

If a nuisance is abated within the time specified by a notice to correct pursuant to Section 8.24.150, no administrative penalty shall be imposed. If a nuisance is not corrected within the time specified in a notice to correct or a notice of violation and penalty order, penalties shall be effective and cumulative the day after the date established in the notice to correct or notice of violation and penalty order to abate by and shall cumulate with each notice of violation and penalty order issued. Should violations continue after the third notice of violation and penalty order correction date, within a one year period, an additional administrative penalty shall be imposed each day thereafter as a separate violation at the rate set forth in this section 8.24.170(c). Each day or portion thereof that the provisions of this chapter are violated shall be deemed as a separate offense. The city manager or his or her designee may reduce or waive the administrative penalty if he or she finds that imposition of the penalty is not warranted or is not in the interest of justice.

8.24.180 Appeal Hearing.

(a) *Payment of Appeal Fee.* Any person, corporation, or entity seeking to appeal a notice of violation and penalty order shall be required to pay to the city, at the time the appeal is requested, an appeal fee to be set by resolution of the city council. In the event the appeal fee exceeds the amount of the administrative penalty, the appellant shall only be required to pay a non-refundable appeal fee equal to the amount of the administrative penalty. The appeal fee is intended to cover the

costs, expenses, and city employees' time incurred by the city in processing, preparing for, and hearing of the appeal. No appeal request is valid unless accompanied by the appeal fee or unless the appealing party establishes to the satisfaction of the city manager, by means of tax returns, pay stubs or other similar documentary evidence, that paying the appeal fee would cause undue financial hardship to the appealing party.

(b) *Hearing Examiner.* The appeal shall be heard by a hearing examiner as appointed by the city council in accordance with Section 8.24.070.

(c) *Setting Appeal Hearing.* The appeal hearing shall be set by the city manager or his or her designee, and notice of the appeal hearing shall be sent to the appellant by first class mail at the address provided with the written appeal request. The appeal hearing shall be set for a date no sooner than twenty days following a request for an appeal hearing. Notice of the appeal hearing shall be mailed at least fifteen days before the date set for hearing.

(d) *Conduct of Appeal Hearing.*

(1) *Testimony at the Hearing.* At the time set for the appeal hearing, the hearing examiner shall proceed to hear testimony from the representative of the city, the appellant, and any other competent persons with respect to the determination of a nuisance or the imposition of an administrative penalty.

(2) *Record of Oral Evidence at Hearing.* The proceedings at the hearing shall be reported by a tape recording. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the requesting party's own expense.

(3) *Continuances.* The hearing examiner may, upon request of the person, corporation, or entity against whom a penalty is to be imposed, or upon request of the city, grant continuances from time to time for extreme or unusual cause shown, or upon the hearing examiner's own motion.

(4) *Oaths—Certification.* The hearing examiner, clerk, or certified shorthand reporter shall administer the oath or affirmation.

(5) *Evidence Rules.* Government Code Section [11513](#), subsections (a), (b), and (c) shall apply to all administrative penalty hearings.

(6) *Rights of Parties.*

(A) Each party shall have the following rights among others:

(i) To call and examine witnesses on any matter relevant to the issues of the hearing;

(ii) To introduce documentary and physical evidence;

(iii) To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

(iv) To impeach any witness regardless of which party first called that witness to testify;

(v) To rebut the evidence against him or her;

(vi) To represent himself or herself or to be represented by anyone of his or her choice.

(B) If a party does not proficiently speak or understand the English language, that party may provide an interpreter, at that party's own cost, to translate for the party. An interpreter shall not have been a resident of the premises or have had any personal relationship with or involvement in the parties or issues of the case prior to the hearing.

(7) *Official Notice.* In reaching a decision, the hearing examiner may take official notice, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or which may appear in any of the official records of the city or county, or any of their departments.

(8) *Inspection of the Premises.*

(A) The hearing examiner may inspect the premises involved in the hearing prior to, during, or after the hearing; provided, that:

(i) Notice of such inspection shall be given to the parties before the inspection is made;

(ii) The parties consent and are given an opportunity to be present during the inspection; and

(iii) The hearing examiner shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusions drawn therefrom.

(B) Each party shall then have a right to rebut or explain the matters so stated by the hearing examiner either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.

(C) Notice to the parties or the owner(s)'s consent to inspect the building and surrounding properties is not required if the property can be inspected from areas in which the general public has access or with permission of the other persons authorized to provide access to the property on which the building is located.

(e) Form and Contents of the Decision—Finality of Decision.

(1) Format of Hearing Examiner's Decision. The hearing examiner shall issue a written decision containing findings of fact and a determination of the issues presented. The hearing examiner may assess administrative penalties from the date of service of the notice to correct pursuant to Section 8.24.170. The hearing examiner may affirm, modify or reverse the notice to correct, or the notice of violation and penalty order imposed by the city, or find that the imposition of the penalty is not warranted or is not in the interest of justice.

(2) Contents of Hearing Examiner's Decision.

(A) If it is shown by a preponderance of all the evidence that the condition of the premises constitutes a public nuisance, the hearing examiner shall declare the premises to be a public nuisance and shall order and require the appellant to abate the nuisance not later than ten calendar days after the issuance of the decision or, if ten calendar days is insufficient to abate the nuisance, within such other time as specified by the hearing examiner. The decision shall inform the appellant that if the nuisance is not abated within the time specified, the nuisance may be abated by the city in such manner as may be ordered by the enforcement officer and the expense thereof made a lien upon the property involved.

(B) If the decision affirms the imposition of an administrative penalty, the penalty shall continue to accrue until the nuisance is abated. The decision shall also require appellant to pay the administrative penalty in accordance with, and subject to, the provision of Section 8.24.200. The decision shall inform the owner that if the penalty is not paid within the time specified, it may be made a personal obligation of the owner, and if the violation relates to an event occurring on, or condition existing on, property in the city, it may also be made a lien against the property which may be collected by special assessment. The hearing

examiner's decision shall also inform the person, corporation or entity against whom an administrative penalty has been imposed that any appeal of the hearing examiner's decision must be filed within twenty days of service of the hearing examiner's decision, as provided in Government Code Section 53069.4. An administrative penalty shall continue to accrue for each day a violation continues to exist after the date set for abatement under subsection (e)(2)(A) of this section in the hearing examiner's decision until all violations which are the subject of the hearing examiner's decision had been abated. If the city implements the abatement order, the administrative penalties shall accrue from the date of service of the notice to correct (per Section 8.24.150) until the date of abatement and shall be recovered according to the procedures set forth in Sections 8.24.250, 8.24.260 and 8.24.270. If the city does not abate the violations which are the subject of the hearing examiner's decision (and as a consequence does not incur costs and expenses of abating such nuisance) then, in such event, the city may recover the additional daily administrative penalties which accrue from the date set for abatement under subsection (e)(2)(A) of this section in the hearing examiner's decision until the date of abatement pursuant to the provisions of Section 8.24.265.

(3) Service of the Hearing Examiner's Decision. Upon issuance of the decision, the city shall serve a copy on the appellant by first class mail to the address provided by appellant in the written notice of appeal. The hearing examiner's decision shall be deemed served two days after the date it is mailed to the address provided by the appellant.

(4) Finality of Hearing Examiner's Decision. The decision of the hearing examiner on an appeal of a notice of violation and penalty order shall constitute the final administrative decision of the city and shall not be appealable to the city council or any committee or commission of the city.

(5) Judicial Review. Appeal of the hearing examiner's decision shall be through judicial review by filing a petition for a writ of mandate pursuant to Sections 1094.5 and 1094.6 of the Code of Civil Procedure, except that any appeal of the hearing examiner's decision regarding the imposition of an administrative penalty shall also be subject to Section 53069.4 of the Government Code.

§ 8.24.190 **Enforcement of order.**

After any notice of violation and penalty order or any decision of a

hearing examiner made pursuant to this chapter has become final, no person to whom any such order is directed shall fail, neglect or refuse to obey such order.

§ 8.24.200 Payment of Administrative Penalties.

(a) When Payment is Due. Payment of administrative penalties is due at the following times:

(1) If a request for an appeal hearing is not filed in relation to the notice of violation and penalty order, the administrative penalty set out in the notice and order shall be due and payable ten calendar days after service of the notice and order; provided, that additional daily penalties may accrue until the nuisance is abated.

(2) If a request for an appeal hearing is timely filed and there is no judicial review of the hearing examiner's decision of the administrative penalty, the administrative penalty shall be due and payable thirty calendar days after the date of a hearing decision, or the date the hearing request is withdrawn by the appellant. The amount of penalty payable shall be set by the hearing examiner in the decision after hearing, of the amount set forth in the notice of violation and penalty order if there are no hearing decisions, to include additional daily penalties until the nuisance is abated.

(3) If there is judicial review of the hearing examiner's decision, the monetary sanction shall be due and payable ten calendar days after the date of the final court order in relation to that review. The amount due shall be the amount ordered by the hearing examiner plus ongoing daily penalties at the applicable rate (as provided in Section 8.24.170) until the court renders its decision, or abatement of the nuisance, whichever is earlier.

(b) Place for Payment of Administrative Penalties. All administrative penalties shall be paid to the city and delivered to the finance director of the city. All payments shall be accompanied by a copy of the notice of violation and penalty order, or the decision of the hearing examiner, or the court decision, or the decision of the City Manager establishing the amount of the administrative penalty. The finance director shall prepare a receipt documenting the payment of the penalty and shall forward one copy of the receipt to the enforcement officer and one copy of the receipt to the city manager. The city manager shall thereafter verify that the penalty has been paid in full. If the penalty has been paid in full, the city manager shall so note in the records pertaining to the violation. If the penalty has not been paid in full, the city

manager shall notify the enforcement officer and the person responsible for paying the sanction in writing.

(c) Failure to Pay Administrative Penalty. If the administrative penalty is not paid in full within the time provided herein, any unpaid portion shall bear interest at the rate of ten percent per annum from the date such payment was due until paid in full and the city may take any of the following actions to collect the administrative penalty:

(1) Special Assessments. The amount of the unpaid penalty plus interest plus reasonable administrative fees to cover the cost of collection may be declared a special assessment against the affected property in accordance with the provisions of this chapter. The city manager or the city manager's designee may undertake all steps necessary to cause such special assessment to be placed against the affected property.

(2) Withholding Entitlements. The city may withhold issuance of licenses, permits, and other entitlements to the person or entity responsible for paying the penalty until payment is received.

(3) Other Enforcement Procedures. The city may take such other actions as may be allowed by law, including the filing of civil action. If a civil action is commenced, the city shall be entitled to recover reasonable attorneys' fees and all costs associated with collection of the penalty. Costs include, but are not limited to, staff time incurred in the collection of the penalty and those costs set forth in Code of Civil Procedure Section [1033.5](#).

§ 8.24.210 **Enforcement of Final Orders.**

(a) If, after any notice of violation and penalty order or any order of a hearing examiner made pursuant to this chapter has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the enforcement officer, in addition to the rights provided in Section 8.24.200(c), is authorized to cause the nuisance to be abated by city personnel or private contract. In furtherance of this section, the enforcement officer shall obtain a warrant, if required, and thereafter is expressly authorized to enter upon the premises for the purpose of abating the nuisance.

(b) Additionally, any person who fails to obey such order shall be guilty of a misdemeanor punishable as specified in Section 8.24.100.

(c) Notwithstanding subsection (a) of this section, upon ten days' written notice to those persons or entities the subject of a notice and order, or subject to any order of a hearing examiner panel, an

enforcement officer may enforce a notice of violation and penalty order or any order of a hearing examiner panel before the same has become final unless enjoined by a court of competent jurisdiction. When considering an injunction, the court shall be guided by the law generally applicable to issuance of an injunctive order, to include without limitation the probability of the applicant's success on the merits as well as an appropriate undertaking should an injunction issue.

§ 8.24.220 Interference with Abatement Prohibited.

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the city, or with any person who owns or holds any estate or interest in any premises on which a nuisance exists and which must be abated under the provisions of this chapter, whenever such officer, employee, contractor or authorized representative of the city, or person having an interest or estate in such premises is engaged in the work of abating any nuisance as required by the provisions of this chapter, or in performing any necessary act preliminary to or incidental to such work authorized or directed pursuant to this chapter.

§ 8.24.230 Extensions of Time.

(a) Upon receipt of an application from the person required to conform to the order by a date fixed in the order, and an agreement by such person that he or she will comply with the order if allowed additional time, the enforcement officer may, in their discretion, grant an extension of time not to exceed an additional one hundred twenty days, within which to complete such abatement, if the enforcement officer determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property.

(b) The authority of the enforcement officer to extend time is limited to the physical abatement of the nuisance or for such other purposes as may be reasonably required by the circumstances of the case, but such extension will not in any way affect or extend the time to appeal the order.

§ 8.24.240 Costs and expenses of abatement and administrative penalties which accrue following hearing examiner's decision.

(a) The enforcement officer shall keep an account of the costs and expenses of abating such nuisance, and shall render a statement of such costs to the person or persons receiving the notice to abate. In addition, the statement shall include the amount of administrative penalties which accrue from the date set for abatement under Section 8.24.180(e) (2) (A) in the hearing examiner's decision issued

pursuant to Section 8.24.180(e) until the date that the nuisance has been abated.

(b) Such person or persons receiving the notice of violation and penalty order or decision of the hearing examiner shall be liable to the city for any and all costs and expenses to the city involved in abating the nuisance, as well as the amount of administrative penalties which accrue after the date set for abatement under Section 8.24.180(e) (2) (A) in the hearing examiner's decision until the nuisance is abated. Such costs, expenses and administrative penalties are due upon receipt of the statement required in subsection (a) of this section.

(c) Costs, expenses and administrative penalties as referred to in this section shall include all costs allowed to be recovered by law, including the cost of abatement, administrative costs including hearing costs, administrative penalties, and attorneys' fees as allowed by Government Code Section 38773.5 or its successor.

§ 8.24.250 Procedure for Assessment of Costs.

If the person liable to pay the costs, expenses and administrative penalties concerning the abatement fails to do so within thirty calendar days of receiving the statement of such costs, the city may initiate proceedings to have such costs, expenses and administrative penalties assessed against the real property or premises on which the city abated the nuisance. Such proceedings and notice of such proceedings shall be performed in accordance with Section 38773.5 of the California Government Code and this chapter.

Prior to assessing costs, expenses and administrative penalties against the real property or premises on which the city abated the nuisance, the enforcement officer shall transmit a statement of the costs and expenses of abatement and the administrative penalties which accrue after the date set for abatement under Section 8.24.180(e) (2) (A) in the hearing examiner's decision until the abatement of the nuisance is complete to the city clerk, who shall fix a time, date and place for the hearing officer to hear any protests or objections to the reasonableness thereof and the city's implementation of the abatement order. The validity of the underlying abatement order (the hearing examiner's decision issued pursuant to Section 8.24.180(e)) is not subject to review.

§ 8.24.260 Notice of Assessment Hearing.

Not less than ten days prior to the hearing, the city clerk shall cause to be served upon the owner or designated agent of the owner, lessee, occupant, or person in possession of the property personally or by certified mail, postage prepaid, addressed to his last known address,

and shall cause to be posted upon the property a notice containing the following information:

- (a) The name and address of the person, property and, if known, the occupant, corporation, or entity in violation, and the street address of the property where the violation occurred;
- (b) A statement of the action taken to abate the condition;
- (c) The time, date, and place of the hearing;
- (d) A statement informing the recipient of his or her right to appear at the hearing to protest the reasonableness of the costs and the city's implementation of the abatement order;
- (e) A statement that the costs, expenses and administrative penalties (which accrued after the date set for abatement under Section 8.24.180(e) (2) (A) in the hearing examiner's decision until the nuisance was abated) may be made a special tax assessment and a lien against the premises.

§ 8.24.265 Assessment of administrative penalties following the hearing examiner's decision when the city does not seek recovery of costs and expenses of abating the nuisance.

After issuance of the hearing examiner's decision pursuant to Section 8.24.180(e) the city shall have the option to assess the administrative penalties which accrue after the issuance of the hearing examiner's decision through and including the date that the nuisance is abated, even if the city does not incur any costs or expenses associated with abatement of the nuisance (or if the city does not seek to recover its abatement costs and expenses). In such event, the city shall follow the procedures outlined in Sections 8.24.240, 8.24.250, 8.24.260, 8.24.270 and 8.24.280 as to such administrative penalties.

§ 8.24.270 Hearing to confirm costs and expenses of abatement and administrative penalties.

Person(s) served with a notice of hearing or any other person holding an interest in the property may protest the reasonableness of the costs and expenses, and administrative penalties, and the city's implementation of the abatement order, as contained in the proposed assessment by filing a written protest with the city clerk on or before the date set for the hearing or by appearing in person at the hearing. The city clerk shall present to the hearing examiner all protests so filed. The hearing examiner may modify or correct any assessment which, in its opinion, is excessive or otherwise incorrect. The assessment, as may be modified by the hearing examiner, shall thereupon become a special

assessment and a lien against the property involved and shall remain a lien thereupon until the assessment is paid.

§ 8.24.280 Assessment of costs and administrative penalties—Special assessment lien against property.

(a) The total cost and expense for abating a nuisance shall as well as administrative penalties which accrue from the date set for abatement under Section 8.24.180(e)(2)(A) in the hearing examiner's decision pursuant to Section 8.24.180(e) until the nuisance is abated shall constitute a special assessment against the premises to which it relates, and upon recordation in the office of the county recorder of a notice of lien, shall constitute a lien on the property for the amount of such assessment. The procedure for collecting abatement costs through a special assessment lien shall be in accordance with California Government Code Section [38773.5](#).

(b) After such recordation, a copy of the lien may be turned over to the county auditor, who shall then enter the amount of the lien on the assessment rolls as a special assessment. Thereafter, said amount shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure under foreclosure and sale in case of delinquency as provided by Government Code Section [38773.5](#) and as provided for ordinary municipal taxes.

(c) After such recordation, such lien may be foreclosed by judicial or other sale in the manner and means provided by law.

§ 8.24.290 Municipal Affairs.

Pursuant to California Constitution Article 11 Section 5(a), the city enacts this chapter as a matter of its municipal affairs such that the provisions in this chapter shall supersede any state law to the contrary.

The city declares that the amendments to this chapter of the Live Oak Municipal Code contained within the ordinance codified in this chapter are declarative of existing city law and to the extent it might be determined otherwise, the provisions of this chapter shall apply retroactively.

SECTION 3: EFFECTIVE DATE.

This ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the

ordinance, or a summary of the ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordinance was introduced by the City Council after waiving reading, except by Title, at a regular meeting thereof held on the 19th day of August 2026, and adopted the Ordinance after the second reading at a regular meeting held on the 2nd day of September 2026, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Jeramy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

APPROVED AS TO FORM:

Nicole Rosser, City Attorney

ATTACHMENT C

CHAPTER 8.24 NUISANCE ABATEMENT CODE

~~§ 8.24.010. Title.~~

~~This chapter shall be known as the "Nuisance Abatement Code" and may be cited as the "nuisance abatement code" and shall hereinafter be referred to herein as "this code."
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.020. Purpose.~~

- ~~A. It is the intent of the City Council in adopting this code to provide a comprehensive method for the identification and abatement of certain public nuisances within the City.~~
- ~~B. Provisions of this code are to be supplementary and complementary to all of the provisions of the City Code, State law (Civil Code Section 3479 et seq., Government Code Section 38771 et seq., Penal Code Section 370 et seq., Health and Safety Code Section 14875 et seq.) and any law cognizable at common law or in equity and nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the City to abate any and all nuisances.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.030. Application.~~

~~The provisions of this code shall apply generally to all property throughout the City wherein any of the conditions hereinafter specified, are found to exist; provided, however, that any condition which would constitute a violation of this code, but which is duly authorized under any City, State or Federal law, shall not be deemed to violate this code.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.040. Enforcement.~~

- ~~A. The Live Oak Fire Chief and/or the Live Oak Public Works Director are authorized and directed to use the provisions of this code for the purpose of abating those nuisances which exist as the result of violation of those ordinances for which their respective departments have primary enforcement responsibility.~~
- ~~B. As used herein, the term "Fire Chief" and the term "Public Works Director" shall include their authorized representatives.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.050. Right of entry.~~

~~To the extent authorized by law, the Fire Chief and/or Public Works Director (hereinafter referred to as enforcement officers) may enter on such premises at reasonable times to make inspections.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.060. Responsibility for property maintenance.~~

~~A. Every owner of real property within the City is required to maintain such property in a manner so as not to violate the provisions of this code and such owner remains liable for violations thereof regardless of any contract or agreement with any third party regarding such property.~~

~~B. Every occupant, lessee or holder of any interest in property, other than as owner thereof, is required to maintain such property in the same manner as is required of the owner thereof, and the duty imposed by this section on the owner thereof shall in no instance relieve those persons herein referred to from the similar duty.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.070. Appeal to City Council.~~

~~In order to hear cases brought by the enforcement officers, or either of them under the provisions of this code, the City Council shall hear cases brought by the enforcement officers.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.080. Violations and penalties.~~

~~Any person, firm or corporation, whether owner, lessee, sublessor, sublessee or occupant of any premises who violates the provisions of this code shall be guilty of a misdemeanor for each day such violation continues and shall be punishable as provided in Title 1, Chapter 1.12, Section 1.12.010 of the Live Oak Municipal Code.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.090. Definitions.~~

~~For purposes of this code, the following words shall have the following specified meanings:~~

~~"Junk" means any cast-off, damaged, discarded, junked, obsolete, salvage, scrapped, unusable, worn-out or wrecked object, thing or material composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, metal, paper, plaster, plaster of Paris, rubber, terra cotta, wool, cotton, cloth, canvas, organic matter or other substance, having no reasonably realistic market value or requiring reconditioning in order to be used for its original purpose.~~

~~"Junkyard" means any premises from on or which any junk is abandoned, bailed, bartered, bought, brought, bundled, deposited, disassembled, disposed of, exchanged, handled, kept, packed, processed, scattered, shipped, sold, stored or transported, regardless of whether or not such activity is done for profit.~~

~~Unreasonable Period. As used in Section 8.24.100, an "unreasonable period" means a duration of 15 calendar days. However, if the keeping, storage, depositing, or accumulation of materials constituting a public nuisance is recurring, frequent and repetitious whereby such materials are removed and redeposited on two or more occasions within a three-month period, then "unreasonable period" shall be defined as~~

~~15 days from the first occurrence, keeping, storage, depositing or accumulation of such materials.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.100. Specified nuisances.~~

~~In addition to conditions which are declared by other provisions of this code to be either illegal or to constitute a public nuisance and which are to be enforced under those applicable provisions of the Live Oak Municipal Code, it is declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in this City to maintain such premises in such a manner that any one or more of the conditions or activities described in the following subsections are found to exist:~~

- ~~A. The keeping, storage, depositing or accumulation on the premises for an unreasonable period of any personal property, including, but not limited to, appliances, furniture, containers, packing materials, scrap metal, wood, building materials, junk, rubbish and debris, which is within the view of persons on adjacent or nearby real property or the public right-of-way and which is offensive to the senses or reduces the aesthetic appearance of the neighborhood or is detrimental to nearby property or property values; provided, however, that wood and building materials being used or to be used for a project of repair or renovation for which a building permit has been obtained may be stored for that period of time consistent with the life of the permit, either as originally issued or as extended;~~
- ~~B. The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete or other similar materials for an unreasonable period which is offensive to the senses or reduces the aesthetic appearance of the neighborhood or is detrimental to nearby property or property value;~~
- ~~C. Any dangerous, unsightly or blighted condition which is detrimental to the health, safety or welfare of the public;~~
- ~~D. Any condition recognized in law or in equity as constituting a public nuisance;~~
- ~~E. The maintenance of the exterior of any vacant or unoccupied building or the interior of any such building not otherwise a condition or violation of Title 15, Chapter 15.08 of the Live Oak Municipal Code, which is readily apparent to the senses and/or detrimental to the property visible from any public street or adjacent parcel of property in state of unsightliness so as to be offensive to the senses and/or detrimental to the property values in the neighborhood or otherwise detrimental to the public welfare.~~

~~Once proceedings have been commenced pursuant to this chapter to declare a building to be a public nuisance under this subsection, no such building shall be deemed to be in compliance with this chapter solely because such building thereafter becomes occupied.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.110. Abatement procedure generally.~~

~~Whenever the enforcement officer has inspected or caused to be inspected any premises and has found and determined that such premises are in violation of this code, he or she shall commence proceedings to cause abatement of the nuisance as provided herein. (Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.120. Hearing notice.~~

~~A. The enforcement officer shall issue a notice directed to the record owner of the premises. The notice shall contain:~~

- ~~1. The street address and such other description as required to identify the premises;~~
- ~~2. A statement specifying the conditions which constitute the nuisance;~~
- ~~3. An order to the owner to appear before the City Council at a stated time, but in no event less than 20 calendar days after having mailed such notice, to show cause why the premises should not be declared a public nuisance and the same abated in accordance with this code;~~
- ~~4. A statement advising the owner that he or she has the option of voluntarily abating the nuisance prior to the date set for completion prior to the hearing date. The owner must advise the enforcement officer in writing that he or she will abate the nuisance, and the date of completion. The enforcement officer will inspect the premises on the completion date, and if the nuisance has been abated, the hearing will be taken off calendar. The owner may request a continuance of the hearing pursuant to Section 8.24.150.~~

~~B. The hearing notice, and any amended or supplemental notice, shall be served either by personal delivery or by mailing a copy by certified mail, postage prepaid return receipt requested, upon the record owner at his, her or their address as it appears on the latest equalized assessment roll of Sutter County, or as known to the enforcement officer; a copy of the notice shall also be posted on the premises.~~

~~C. Proof of service of the hearing notice shall be certified by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made.~~

~~D. The notice shall substantially follow as specified herein:~~

~~NOTICE OF VIOLATION OF THE LIVE OAK NUISANCE ABATEMENT
CODE~~

~~(Title 8 Chapter 8.24 Live Oak Municipal Code)~~

~~NOTICE IS HEREBY GIVEN that as a result of an inspection of the premises at _____ by the Live Oak enforcement officer or authorized representative on the _____ day of _____, 20____, it has been determined that said premises violate Title 8, Chapter 8.24 of the Live Oak Municipal Code.~~

~~The condition(s) upon said premises which violates Title 8, Chapter 8.24 of the Live Oak Municipal Code include(s):~~

~~1.~~

~~2.~~

~~3.~~

~~4.~~

~~5.~~

~~NOTICE IS HEREBY GIVEN that a public hearing shall be held on the ____ day of _____ 20____, at _____ beginning at the hour of _____ of said day.~~

~~Your attendance at this hearing is recommended if you contest the above-described violations. Your failure to appear at this hearing shall be deemed to be a waiver of any objections or protest to any and all procedures concerning the same.~~

~~If you do not contest the violations herein above-described, you may voluntarily abate the nuisance prior to the date set for hearing. Such abatement must be completed prior to the hearing date. You must advise the enforcement officer in writing that you or your agent(s) will abate the nuisance, and specify the date of completion. Thereafter, the enforcement officer shall inspect the premises on the completion date, and if the nuisance has been abated, the hearing will be taken off calendar.~~

~~Dated this ____ day of _____ 20____.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.130. Hearings—Generally.~~

~~At the time set for hearing, the City Council shall proceed to hear the testimony of the enforcement officer, the owner, and other competent persons respecting the condition of the premises, and other relevant facts concerning the matter.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.140. Record of oral evidence at hearing.~~

~~A.—The proceedings at the hearing shall be reported by a tape recorder. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the party's own expense.~~

~~B.—Preparation of a record of the proceeding shall be governed by California Code of Civil Procedure Section 1094.6, as presently written or hereinafter amended.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.150. Continuances.~~

~~The City Council may, upon request of the owner of the premises or upon request of the enforcement officer, grant continuances from time to time for good cause shown, or~~

~~upon his or her own motion.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.160. Evidence rules.~~

~~Government Code of the State of California, Section 11513, subsections (a), (b) and (c), as presently written or hereinafter amended, shall apply to hearings under Title 8, Chapter 8.24 of the Live Oak Municipal Code.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.170. Rights of parties.~~

- ~~A.— Each party may represent themselves, or be represented by anyone of their choice.~~
- ~~B.— If a party does not proficiently speak or understand the English language, he or she may provide an interpreter, at the party's own cost, to translate for the party. An interpreter shall not have had any involvement in the issues of the case prior to the hearing.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.180. Official notice.~~

~~In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this State or which may appear in any of the official records of the City or any of its departments.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.190. Inspection of premises.~~

- ~~A.— The City Council may inspect the premises involved in the hearing prior to, during or after the hearing; provided that:~~
- ~~1.— Notice of such inspection shall be given to the parties before the inspection is made;~~
 - ~~2.— The parties are given an opportunity to be present during the inspection; and~~
 - ~~3.— Members of the City Council may state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom.~~
- ~~B.— Each party then shall have a right to rebut or explain the matters so stated by the members of the City Council either for the record during the hearing or filing a written statement after the hearing for inclusion in the hearing record.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.200. Form and contents of decision—Finality of decision.~~

~~If it is shown by a preponderance of the evidence that the condition of the premises constitutes a public nuisance:~~

~~A.—The decision of the City Council shall be in writing and shall contain findings of fact and a determination of the issues presented. The decision shall also require the owner to commence abatement of the nuisance not later than 15 days after the issuance of the decision, and that the abatement be completed within such time as specified by the City Council, or in the alternative, within the time designated by the enforcement officer. The decision shall inform the owner that if the nuisance is abated by the City in such manner as may be ordered by the enforcement officer, the expense thereof shall be made a lien on the property involved.~~

~~B.—The decision shall also inform the applicant that the time of review is governed by California Code of Civil Procedure Section 1094.6. Copies of the decision shall be forthwith delivered to the parties personally or sent to them by certified mail. The decision shall be final when signed by the Mayor and served as herein provided.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.210. Service of the hearing examiner's decision.~~

~~Upon issuance of the decision, the enforcement officer shall post a copy thereof conspicuously on the premises involved and shall serve a copy on the record owner, in the same manner as set forth in Section 8.24.120(B), and one copy shall be served on each of the following, if known to the enforcement officer or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in the premises.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.220. Enforcement of hearing examiner's order.~~

~~After any order of the City Council made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.230. Failure to obey order.~~

~~If, after any order of the City Council made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the enforcement officer may institute any appropriate action to abate such conditions on the subject premises which constitute the public nuisance.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.240. Failure to complete work.~~

~~A.—Whenever the required abatement is not completed within the time so specified in~~

~~the order, the enforcement officer may, in addition to any other remedy herein provided, cause the nuisance to be abated, so as to put the premises in such a condition that no violation of this code exists thereon.~~

~~B. The cost of such abatement shall be assessed against the property as a lien or made a personal obligation of the owner thereof as provided in Sections 8.24.320 through 8.24.360.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.250. Extension of date for completion.~~

~~A. Upon receipt of an application from the person required to conform to the order by a date fixed in the order, and an agreement by such person that he or she will comply with the order if allowed additional time, the enforcement officer may, in his or her discretion, grant an extension of time, not to exceed an additional 120 days, within which to complete such abatement, if the enforcement officer determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property.~~

~~B. The authority of the enforcement officer to extend time is limited to the physical abatement of the nuisance or for such other purposes as may be reasonably required by the circumstances of the case, but such extension will not in any way affect or extend the time to appeal the order.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.260. Interference with work prohibited.~~

~~No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the City, or with any person who owns or holds any estate or interest in any premises on which a nuisance exists and which must be abated under the provisions of this code, whenever such officer, employee, contractor or authorized representative of the City, or person having an interest or estate in such premises is engaged in the work of abating any nuisance as required by the provisions of this code, or in performing any necessary work preliminary to or incidental to such work authorized or directed pursuant to this code.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.270. Summary abatement—Dangerous condition.~~

~~If, in the opinion of the Fire Chief, there exists a condition on any premises which is of such a nature as to be imminently dangerous to the public health, safety or welfare, which, if abated according to the procedures of this code, would, during the pendency of the proceedings, subject the public to potential harm of a serious nature, the same may be abated forthwith without compliance with the provisions of this code.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.280. Summary abatement—Approval of City Attorney.~~

~~No summary abatement shall be undertaken unless it shall first be approved by the City~~

~~Attorney or his or her authorized representative.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.290. Lien or personal obligation.~~

~~The cost of abatement including penalties pursuant to Section 8.24.080 and all administrative costs of any action taken hereunder shall be assessed against the subject premises, as a lien or made a personal obligation to the owner as provided in Sections 8.24.320 through 8.24.360, except that in the event the courts shall decide the action taken under this chapter was improper, no lien shall be assessed.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.300. Recovery of costs of abatement—Account of expenses—Filing of report—Contents.~~

~~The enforcement officer shall keep an itemized account of the expense incurred by the City in abating nuisances under the provisions of this code. Upon the completion of the work of abatement, such enforcement officer shall prepare and file with the City Clerk a report specifying the work done, the itemized and total cost of the work, a description of the real property at which the work was performed, and the names and addresses of the persons entitled to notice pursuant to Section 8.24.120.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.310. Report transmitted to Council.~~

~~Upon receipt of the report, the City Clerk shall present it to the City Council for consideration. The City Council shall fix a time, date and place for hearing the report, and any protests or objections thereto. The City Clerk shall cause notice of the hearing to be served by certified mail, postage prepaid, addressed to the persons entitled to notice as specified by Section 8.24.320.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.320. Notice of equalization of assessment.~~

~~Within 10 days after the filing of the report referred to in Section 8.24.340 of this chapter, the City Clerk shall cause to be served upon the owner, or agent of the owner, lessee, occupant, or person in possession of the parcel of land described in the statement and in the notice personally or by mail addressed to his or her last known address or to general delivery, Live Oak, California, if such address is unknown, and shall cause to be posted upon the parcel of land therein described a notice substantially in the following form:~~

~~NOTICE RE: EQUALIZATION OF ASSESSMENT FOR:
(DESCRIPTION OF ACTION TO BE TAKEN TO ABATE PROHIBITED
CONDITION)~~

~~NOTICE IS HEREBY GIVEN that the City Council of the City of Live Oak, California, will on the day of _____, 20____, in the Council Chambers of the City Hall beginning at the hour of _____ of said day, hear any protest or objection to the cost of (describe proposal action to be taken) as and formerly located on Assessor's Parcel No. _____, in the City of Live Oak, California, for the purpose of correcting, modifying or confirming the said costs and assessing the same against the said property. Failure to make any objection will be deemed to be a waiver of any objection or protests to any and all procedures concerning the same.~~

~~A statement showing all premises affected and charges against the same and/or the cost and proposed assessment for such action is on file in the Office of the City Clerk at the City Hall and is open to public inspection.~~

~~Dated this _____ day of _____, 20____~~

City Clerk

~~In all cases, a copy of the above notice shall be mailed to the owner of record at his or her last known address as listed on the County assessor's files.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.330. Equalization of assessment—Hearing.~~

~~Person(s) served with a notice of assessment or any other person holding an interest in the property may object to the proposed assessment by filing a written protest with the City Clerk on or before the date set for the hearing referred to in the notice. The City Clerk shall present to the Council all protests so filed. The Council, sitting as a Board of Equalization at the hearing referred to in Section 8.24.360 of this chapter, which shall be held at the first regular meeting of the Council after the expiration of 10 days after the date of service or posting of the notice on the property therein described, may modify or correct any assessment which, in its opinion, is excessive or otherwise incorrect. If no corrections or modifications are made, the assessment shall be deemed confirmed, and the Council's decision thereon shall be final and conclusive, and the assessment shall thereupon become a lien against the property involved and described in the notice and shall remain a lien thereon until the assessment is paid. If any correction or modification of any assessment is made by the Council, the corrected or modified amount shall be deemed confirmed, and the Council's decision thereon shall be final and conclusive, and the same shall thereupon become and remain a lien. Thereupon the City Treasurer shall send out bills for the respective assessments. Any bills unpaid at the end of 30 days may be referred to the City Treasurer for collection.
(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.340. Delinquent assessments—Filing of assessments with office of the~~

~~County Recorder.~~

~~If delinquent, the amount of the assessment is subject to the same penalties and interest as provided for ordinary municipal taxes and may be subject to foreclosure as provided by law. Costs of foreclosure proceedings, filing and recordation fees and collection costs shall be additional obligations to the original assessment. Upon the receipt of the assessment roll, the City Treasurer shall record the assessment with the office of the County Recorder.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.350. Records of sale and payments.~~

~~The funds collected under the proceedings provided for in this chapter, either upon voluntary payment or as the result of sales, shall be paid to the City Treasurer, who shall place the same in the general fund.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

~~§ 8.24.360. Assessments, payments and refunds.~~

~~No assessment or act relating to the assessment or collection of any sum of money for the cleaning of any premises or for any work done by the City under the provisions of this chapter shall be illegal or void on account of any informality in connection with the levying of the assessment or the doing of the work or because the same was not completed within the time required by law. Any payment erroneously paid or illegally collected under the provisions of this chapter may be refunded by the City upon an order of the Council after a proper showing of such erroneous payment sought to be refunded.~~

~~(Ord. 326, 1989; Ord. 339, 1990)~~

ATTACHMENT D

Title 14

~~NEIGHBORHOOD AND COMMUNITY PRESERVATION PROGRAM~~

~~Chapter 14.01 NEIGHBORHOOD AND COMMUNITY PRESERVATION PROGRAM~~

- ~~§ 14.01.010. Purpose.~~
- ~~§ 14.01.020. Mission statement.~~
- ~~§ 14.01.030. Enforcement.~~
- ~~§ 14.01.040. Property maintenance/
Dangerous Buildings Code
violations.~~
- ~~§ 14.01.050. Notice process.~~
- ~~§ 14.01.060. Notice and order.~~
- ~~§ 14.01.070. Notice of noncompliance.~~
- ~~§ 14.01.080. Release of notice of
noncompliance.~~

~~Chapter 14.08 NUISANCES~~

- ~~§ 14.08.010. Findings.~~
- ~~§ 14.08.020. Definitions.~~
- ~~§ 14.08.030. Declaration of nuisance.~~
- ~~§ 14.08.040. Administration and
enforcement.~~
- ~~§ 14.08.050. Administrative penalties.~~

- ~~§ 14.08.060. Right of entry and
inspection.~~
- ~~§ 14.08.070. Abatement.~~
- ~~§ 14.08.080. Commencement of nuisance
abatement.~~
- ~~§ 14.08.090. Fees imposed.~~
- ~~§ 14.08.100. Service of notice and order.~~
- ~~§ 14.08.110. Appeal.~~
- ~~§ 14.08.120. Appeal hearing.~~
- ~~§ 14.08.130. Hearing officer decision.~~
- ~~§ 14.08.140. Summary abatement.~~
- ~~§ 14.08.150. Recovery of costs of
abatement.~~
- ~~§ 14.08.160. Notice of report and
hearing.~~
- ~~§ 14.08.170. Hearing and confirmation.~~
- ~~§ 14.08.180. Effect of assessment and
notice of lien.~~
- ~~§ 14.08.190. Collection of assessment and
transfer to unsecured roll.~~
- ~~§ 14.08.200. Time for contest of
assessment.~~
- ~~§ 14.08.210. Judicial enforcement.~~

~~CHAPTER 14.01~~~~NEIGHBORHOOD AND COMMUNITY PRESERVATION PROGRAM~~~~§ 14.01.010. Purpose.~~

~~The Live Oak Neighborhood and Community Preservation Division provides professional code enforcement services with the goal of improving and stabilizing neighborhoods, protecting property values and helping to promote a healthy, safe environment.~~

~~Substandard structures and buildings are a very serious problem in the City of Live Oak, especially in older neighborhoods. The problems that stem as a result of blighted properties affect the entire community in many ways. For example, it is a well established fact that blighted conditions encourage crime and degrade the viability of a City. The Live Oak Neighborhood and Community Preservation Division is dedicated to working with the community to improve deteriorating properties and blighted conditions by placing a high priority on encouraging voluntary abatement by property owners of these types of problems and conditions.~~
(Ord. 517 § 1, 2008)

~~§ 14.01.020. Mission statement.~~

~~The Live Oak Neighborhood and Community Preservation Division will make every effort to assist the community during any stage of the Neighborhood and Community Preservation Program process and acknowledge any effort made by the citizens of the City of Live Oak to keep the City beautiful and vital.~~
(Ord. 517 § 1, 2008)

~~§ 14.01.030. Enforcement.~~

~~This chapter provides a supplemental method to enforce the 1997 Edition of the "Uniform Code for the Abatement of Dangerous Buildings" and the 1997 Edition of "The Uniform Housing Code."~~

~~The City reserves any other enforcement method allowed by law.~~
(Ord. 517 § 1, 2008)

~~§ 14.01.040. Property maintenance/Dangerous Buildings Code violations.~~

~~The City Inspector conducts an inspection of the property to determine whether or not a code violation(s) exists. If a code violation(s) exists on the property the City Inspector will proceed to the noticing process.~~

~~If a code violation(s) does not exist on the property the investigation process is terminated.~~
(Ord. 517 § 1, 2008)

~~§ 14.01.050. Notice process.~~

~~If a code violation(s) is present, the City Inspector will mail a certified legal notice to the legal property owner to request the code violation(s) be corrected; the notice process is as follows:~~

- ~~A. — The first legal notice letter provides a 30-day period of time for the legal property owner to correct the violation(s). Additionally, the City Inspector will also make every attempt to contact the legal property owner by phone at this stage of the noticing process. At the end~~

~~of this time period, the City Inspector will re-inspect the property to determine whether or not the code violation(s) has been corrected. If the code violation(s) has been corrected to the satisfaction of the City Inspector, the City Inspector will notify the legal property owner in writing indicating the case has been closed.~~

~~If the code violation(s) has not been corrected and the property owner has not requested an extension of time from the City Inspector, the City Inspector mails a second certified legal notice letter to the legal property owner.~~

~~B. The second legal notice letter provides a 10-day period of time for the legal property owner to correct the violation(s). The City Inspector will make every attempt to contact the property owner by phone at this stage of the noticing process. At the end of this time period the City Inspector will re-inspect the property to determine whether or not the code violation(s) has been corrected.~~

~~1. If the code violation has been corrected to the satisfaction of the Inspector, the Inspector will notify the legal property owner in writing indicating the case has been closed.~~

~~2. If the code violation has not been corrected and the property owner has not requested an extension of time from the Inspector, the Inspector mails a third and final certified legal notice letter to the legal property owner.~~

~~C. The third and final legal notice letter provides a five-day period of time for the legal property owner to correct the violation(s). At the end of this period of time the City Inspector will re-inspect the property to determine if the code violation(s) has been corrected.~~

~~1. If the code violation has been corrected to the satisfaction of the Inspector, the Inspector will notify the legal property owner in writing indicating the case has been closed.~~

~~2. If the code violation has not been corrected and the legal property owner has not requested an extension from the City Inspector a "notice and order" will be issued by the Building Official.~~

~~D. Depending on the severity of the violation(s), the Building Official may dispense with any of the above notices and proceed immediately to the notice and order process OR take any other appropriate action.~~

~~(Ord. 517 § 1, 2008)~~

~~§ 14.01.060. Notice and order.~~

~~A. Important Note. There are certain resources available to assist the property owner, who qualifies, in correcting the property maintenance/Dangerous Building Codes violation(s). It is the property owner's responsibility to contact the City Building Official before the 30-day time period expires to inform him or her that resource assistance is needed.~~

~~B. The Building Official will issue a "Notice and Order" directed to the legal property owner of the building in accordance with Section 401 of the 1997 Edition of the "Uniform Code for the Abatement of Dangerous Buildings." The notice and order will contain the following:~~

- ~~1.— Street address and a legal description sufficient for identification of the premises upon which the building is located.~~
- ~~2.— A brief and concise description of the deficiencies found to render the building dangerous under the provisions of Section 302 of the code referenced above.~~
- ~~3.— A statement of the action required to be taken as determined by the Building Official:
 - ~~a.— If the Building Official determines that the building or structure must be repaired, all required permits shall be secured and the work physically commenced within 30 days from the date of the notice and order and the work shall be completed within 60 days from the date of the notice and order.~~
 - ~~b.— If the Building Official determines the building or structure must be vacated, the building or structure shall be vacated within 30 days from the date of the notice and order.~~
 - ~~e.— If the Building Official determines that the building or structure must be demolished, all required permits shall be secured and the work physically commenced within 30 days from the date of the notice and order and the work completed within 60 days from the date of the notice and order.~~~~

~~(Ord. 517 § 1, 2008)~~

~~§ 14.01.070. Notice of noncompliance.~~

~~When all measures for code violation compliance have been exhausted the City staff, as outlined above, and code violation(s) still exist the Building Official shall file a notice of noncompliance with the Sutter County Recorder's office. The cost to file a notice of noncompliance will be charged to the property owner.~~

~~(Ord. 517 § 1, 2008)~~

~~§ 14.01.080. Release of notice of noncompliance.~~

~~When code violation(s) compliance has been achieved to the satisfaction of the City Inspector a release of the notice of noncompliance will be granted to the property owner. The cost for the release of the notice of noncompliance will be charged to the property.~~

~~(Ord. 517 § 1, 2008)~~

~~CHAPTER 14.08
NUISANCES~~

~~§ 14.08.010. Findings.~~

~~The City Council of the City of Live Oak finds and determines as follows:~~

- ~~A. The City wishes to encourage the maintenance of well kept properties. The City recognizes that property values and the general welfare of the community are founded in large part on the appearance, maintenance and safety of properties.~~
- ~~B. The existence of property in a condition constituting a nuisance as defined in this chapter is injurious to the public health, safety and welfare of the residents of the City. Such conditions contribute substantially and increasingly to the necessity for excessive expenditures for protection against hazards, diminution of property values, and the preservation of the public health and safety.~~
- ~~C. Public nuisances are those affecting the entire community, neighborhood or a considerable number of people. Under California law, local governments have standing to intercede and to abate a public nuisance.~~
- ~~D. The existence of public nuisances of the type designated and the abatement of these public nuisances, is reasonably related to the proper exercise of the police power in protecting the health, safety and welfare of the public, and the exercise of that power by the City is authorized by the constitution of the State and applicable laws.~~
- ~~E. Unless uniform and expedient corrective measures are available to be undertaken to alleviate such conditions, the public health, safety and general welfare and the property values and social and economic standards of this community will be substantially depreciated. The abatement of such conditions will enhance the appearance and value of such properties and will improve the tax base of the City.~~
- ~~F. It is in the public interest to establish a cost recovery procedure so that the abatement of a public nuisance is at the expense of the person(s) creating, causing, committing or maintaining the nuisance.~~
- ~~G. It is the intent of the City Council of the City of Live Oak in adopting this chapter to provide a comprehensive method for the identification and abatement of certain public nuisances within the City.~~
- ~~H. The provisions of this chapter are supplementary and complementary to all of the provisions of the Live Oak Municipal Code, State law, and any law cognizable at common law or in equity, and nothing herein shall be read, interpreted or construed in any manner so as to limit any existing right or power of the City to abate any and all nuisances.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.020. Definitions.~~

~~As used in this chapter:~~

~~"Administrative costs" means that segment of costs of abatement that includes staff time expended that was reasonably related to enforcement activities under this chapter. Administrative costs shall include, but not be limited to, site inspections and re-inspections,~~

~~third party inspections, investigations, printing, research, preparation of summaries, reports, notices, and the time and expense of preparing for and attending meetings and/or hearings related abatement proceedings. The hourly rate for staff time shall be set by resolution of the City Council and may be revised from time to time.~~

~~"Cost of abatement" means the total cost incurred by the City in connection with a public nuisance, including, but not limited to:~~

- ~~1. Any cost incurred in removing or remedying a public nuisance;~~
- ~~2. The notice and order, appeal and termination of fees for administrative services rendered by the City in connection with the inspection, notification, prosecution and abatement procedures authorized by this chapter:~~
 - ~~a. The notice and order, appeal and termination fees shall be in such amounts as are determined from time to time by resolution of the City Council;~~
 - ~~b. The notice and order, appeal and termination fees will be calculated based on services rendered by the City from the time of the initial complaint intake for the purpose of documenting a violation of this chapter until the violation is corrected;~~
 - ~~c. The notice and order, appeal and termination fees are not intended to be a penalty imposed for violation of this chapter or other laws;~~
- ~~3. Any cost incurred by the City in collecting the costs enumerated in subsections 1 and 2 of this definition, including administrative costs.~~

~~"Junk" means any cast off, damaged, discarded, junked, obsolete, salvage, scrapped, unusable, worn out or wrecked object, thing or material composed in whole or in part of asphalt, brick, carbon, cement, plastic or other synthetic substance, fiber, glass, metal, paper, plaster, rubber, terra cotta, wool, cotton, cloth, canvas, organic matter or other substance, having no substantial market value or requiring reconditioning in order to be used for its original purpose.~~

~~"Nuisance" means anything which is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, or unlawfully obstructs the use in the customary manner of any public park, street, highway or other public property.~~

~~"Owner" means owner of record of real property, occupant, lessee, interested holder in same, or homeowners association, as the case may be. For purposes of this chapter, a homeowners association which exercises management and/or control over a common area shall be deemed an owner of the area over which such control is exercised. Exercising control includes, but is not limited to, maintenance, ownership, easements and/or assessing fees on property owners pursuant to agreements, deeds or recorded documents.~~

~~"Premises" means any real property, or improvements thereon, as the case may be, including, but not limited to, an area designated as a common area within a condominium or similar project.~~

~~"Property" means premises.~~

~~"Public nuisance" means a nuisance which affects at the same time a substantial portion of a community, neighborhood or any considerable number of persons residing or working in such area, although the extent of the annoyance or damage inflicted upon individuals may be unequal. (Ord. 519 § 1, 2009)~~

~~§ 14.08.030. Declaration of nuisance.~~

~~It is unlawful and hereby declared a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises in this City to maintain such premises in such a manner that any one or more of the conditions or activities described in the following subsections are found to exist and allowed to continue:~~

- ~~A. The keeping, storage, depositing, or accumulation on the premises of any personal property which is within the view of persons on adjacent or nearby real property or the public right-of-way when such personal property constitutes visual blight, reduces the aesthetic appearance of the neighborhood, is offensive to the senses, or is detrimental to nearby property or property values, including, but not limited to: trash, junk, garbage, debris, household goods, mattresses, paints and solvents, vehicle and/or bicycle tires, tire racks, rims, wheels, inoperative vehicles, vehicles in various states of disrepair, vehicle parts, cabinets, furniture clothing, appliances, boxes, construction materials and/or tools, yard and garden equipment in excess of that which is reasonable and acceptable for maintaining the property at which it is located, bicycles, scooters and like items in excess of that which is reasonable for use by the current occupants of a property and unseaworthy boats or vessels. Wood and building materials being used, or to be used, for a project of repair or renovation and for which an active building permit is in existence may be stored for as long as is necessary to complete the project expeditiously. Upon expiration or cancellation of the permit, wood and building materials for the project must be immediately removed.~~
- ~~B. The keeping, storage, depositing or accumulation of dirt, sand, gravel, concrete or other similar materials that constitute visual blight or reduces the aesthetic appearance of the neighborhood or is offensive to the senses or is detrimental to nearby property or property values.~~
- ~~C. A swimming pool, pond or other body of water on the premises which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted; "polluted water" means water contained in a swimming pool, pond, or other body of water, which includes but is not limited to bacterial growth, including algae, vector breeding, remains of insects, remains of deceased animals, reptiles, rubbish, refuse, debris, papers and any other foreign matter or material which because of its nature or location constitutes an unhealthy, unsafe or unsightly condition.~~
- ~~D. Buildings which are abandoned, boarded up, partially destroyed, structurally unsafe, substantially deteriorated, or left unreasonably in a state of partial construction without an active building permit; unpainted, unmaintained or otherwise unprotected buildings, causing deterioration in the form of dry rot, warping, buckling, twisting, bowing, and infestations of various kinds; buildings with broken windows constituting hazardous conditions and inviting trespassers, illegal or unauthorized uses, and malicious mischief; and buildings which are a fire hazard or otherwise present a danger to the public.~~
- ~~E. Any condition in violation of the City building regulations, set forth in the Uniform Housing Code of the Uniform Code for Dangerous Buildings.~~
- ~~F. Any condition in violation of the State Housing law.~~
- ~~G. Any condition in violation of the City's Nuisance Abatement Code (Live Oak Municipal Code, Chapter 8.24).~~

- ~~H. — Any condition in violation of Title 8 of the Live Oak Municipal Code (refuse collection and disposal, fire prevention code, motor vehicle racing, trailers and trailer camps, smoking in public places, Nuisance Abatement Code).~~
- ~~I. — Any condition in violation of Title 17 of the Live Oak Municipal Code (zoning).~~
- ~~J. — Any condition in violation of any provision of the Live Oak Municipal Code defined to be a nuisance.~~
- ~~K. — Any condition in violation of the City's animal control regulations set forth in Title 6 of the Live Oak Municipal Code.~~
- ~~L. — Any unimproved real property which has become a dumping ground for litter, garbage, junk, debris or discarded vehicles, vehicle parts and/or vehicle hulks.~~
- ~~M. — Any illegal activity occurring on the property which is detrimental to the life, health, safety and welfare of the residents, neighbors or public. For purposes of this chapter, illegal activity is defined as any violation of State or Federal law, rules or regulations or local ordinances, including, without limitation, Chapter 13 of Title 21 of the United States Code and particularly 21 U.S.C. Sections 812 and 844(a).~~

~~Nothing in this section shall make a violation of Federal or California statutes a crime under the Live Oak Municipal Code, unless specifically stated elsewhere in this code.~~

~~Nothing in this section shall be construed to burden any criminal defense a person may have under State or Federal law if criminally prosecuted for a violation of Federal or California statutes.~~

~~(Ord. 519 § 1, 2009; Ord. 541 §§ 1, 2, 2012)~~

~~§ 14.08.040. Administration and enforcement.~~

- ~~A. — The City Manager shall be the primary City official responsible for the administration and enforcement of this chapter. The City Manager may appoint a nuisance abatement team or other City official as designee and delegate all or a portion of the administration and enforcement responsibilities to that team or official. Any legal remedies available may be pursued by the City Manager or designee and the City Attorney to address violations of this chapter. The City Manager shall follow the provisions of Live Oak Municipal Codes Sections 14.01.040 and 14.01.110 when enforcing the provisions of this chapter.~~
- ~~B. — Enforcement of this chapter shall occur when violations are public nuisances as defined herein. Enforcement of violations which are visible from the public right of way shall be given priority, unless otherwise specified or determined to be an imminent hazard by the City Manager or designee.~~
- ~~C. — Nothing in this chapter shall prevent the City Council from ordering the City Attorney to commence a civil proceeding to abate a public nuisance as an alternative to the proceedings set forth in this chapter. The procedures set forth in this chapter shall not be exclusive and shall not in any manner limit or restrict the City from enforcing other City ordinances or abating public nuisances in any other manner provided by law.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.050. Administrative penalties.~~

~~A. In addition to any other penalties or remedies available to the City for a violation of this chapter, every violation of this chapter determined to be an infraction is punishable by: (1) a fine not exceeding \$100.00 for a first violation; (2) a fine not exceeding \$200.00 for a second violation of the same section within one year; (3) a fine not exceeding \$500.00 for each additional violation of the same section within one year. Each day that a violation exists shall be a separate and distinct violation.~~

~~B. Notwithstanding subsection A, above, in addition to any other remedies available for a violation of this chapter, a violation of local Building and Safety Codes determined to be an infraction is punishable by: (1) a fine not exceeding \$100.00 for a first violation; (2) a fine not exceeding \$500.00 for a second violation of the same section within one year; (3) a fine not exceeding \$1,000.00 for each additional violation of the same section within one year for the first violation. Each day that a violation exists shall be a separate and distinct violation.~~

~~C. The penalties incurred under this section may be assessed pursuant to Sections 14.08.080 through 14.08.130, inclusive, and recovered pursuant to Sections 14.08.150 through 14.08.200, inclusive, or may be assessed and collected by judicial action pursuant to Section 14.08.210 at the City's election.~~

~~(Ord. 519 § 1, 2009; Ord. 549 § 1, 2014)~~

~~§ 14.08.060. Right of entry and inspection.~~

~~The City Manager or personnel acting under his or her direction may enter upon private or public property to enforce or administer the provisions of this chapter: (1) with the voluntary consent of the owner or occupant of the premises; (2) where there is no reasonable expectation of privacy; or (3) pursuant to an inspection warrant in accordance with Sections 18.22.50 to 18.22.57 of the California Code of Civil Procedure. An inspection warrant shall be issued by a judge upon cause, unless some other provision of State or Federal law makes another standard applicable, and shall be supported by an affidavit that particularly describes the premises to be inspected, the purpose of the inspection, and a statement that consent was sought and refused or facts reasonably justifying a failure to seek consent. Unless specifically authorized by the judge issuing the inspection warrant, an inspection may not be made between 6:00 p.m. of any day and 8:00 a.m. of the succeeding day, nor in the absence of an owner or occupant at the premises, or by forcible entry.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.070. Abatement.~~

~~It shall be the responsibility of an owner to abate any public nuisance located on property that is owned, controlled, leased or occupied by such person.~~

~~Alternatively, the City may petition a court of competent jurisdiction for an abatement warrant authorizing the City Manager or designee, or contractor of the City to enter onto the premises to abate a public nuisance. An abatement warrant shall be requested in the same manner, and be in substantially the same form, as an inspection warrant, as referenced in Section 14.08.060 of this chapter.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.080. Commencement of nuisance abatement.~~

- ~~A. Whenever the City Manager or designee has inspected or caused to be inspected any premises and has found and determined that such premises are in violation of this chapter, he or she may commence proceedings to cause abatement of the nuisance as provided herein. The City Manager or designee shall also respond to and investigate citizen complaints regarding public nuisances.~~
- ~~B. Upon a determination that any public nuisance exists in violation of this chapter, the City Manager or designee shall issue a notice of violation and order to abate (notice and order) directed to the record owner(s) of the premises. The notice and order shall contain:~~
- ~~1. The street address and/or such other description as is required to identify the premises;~~
 - ~~2. A statement specifying the conditions which constitute the nuisance and declaring such conditions to be a public nuisance pursuant to Section 14.08.030 of this chapter;~~
 - ~~3. A statement of the action required to be taken to eliminate the public nuisance;~~
 - ~~4. A statement ordering the owner to abate the nuisance prior to a set date;~~
 - ~~5. A statement advising that any person having any record title or legal interest in the premises may appeal the notice and order provided that the appeal is made in writing as provided by Section 14.08.110 of this chapter;~~
 - ~~6. A statement that the appeal request must be in writing and filed with the City Manager within 30 days of service of the notice and order;~~
 - ~~7. A statement that failure to appeal the notice and order will constitute a waiver of all right to an administrative hearing and will be a final determination of the matter;~~
 - ~~8. A statement that if the public nuisance is not abated within the time set forth in the notice and order, the City will arrange for abatement at the expense of any or all owners.~~
- ~~C. If the City intends to seek attorney's fees pursuant to Section 38773.5 of the Government Code, a statement that the City intends to seek and recover attorney's fees.~~
- ~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.090. Fees imposed.~~

~~A fee shall be imposed on the owner of any property for which a notice and order is issued pursuant to this chapter. The fee shall be calculated to recover the total City cost of inspections and enforcement and shall be set by resolution of the City Council. An additional fee which shall be set by resolution of the City Council shall be imposed on the owner of the property at the conclusion of any matter in which a notice and order has been issued. This termination fee shall be calculated to recover the cost of closing the file, removing or placing liens, and other associated administrative costs. The fees imposed pursuant to this section shall be due and owing regardless of whether the public nuisance is eliminated in response to the notice and order. All fees shall be a personal obligation of the owner and a lien upon the property and are due and payable within 30 days of issuance of the notice and order of closing of the file respectively; provided that if an appeal is filed, the fees shall be due and payable upon a final decision on the appeal. Any fee not paid within that time shall be collected pursuant to the procedure set forth in Section 14.08.150 of this chapter.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.100. Service of notice and order.~~

- ~~A. The notice and order and any amended or supplemental notice and order shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the City Manager or designee or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the City Manager or designee to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.~~
- ~~B. Service of the notice and order may be made upon all persons entitled thereto in the following manner:~~
- ~~1. Personal service; or~~
 - ~~2. Certified mail, postage prepaid, return receipt requested to each person as required pursuant to the provisions of subsection A of this section at the address as it appears on the last equalized assessment roll of the County, and as known to the City Manager or designee. The address of the owner shown on the assessment roll shall be conclusively deemed to be the property address for the purpose of mailing such notice. Simultaneously, the same notice may be sent by first class (regular) mail. If a notice that is sent by certified mail is returned unsigned, then service shall be deemed effective pursuant to regular mail, provided the notice that was sent by regular mail is not returned.~~
- ~~C. Service by certified or regular mail in the manner described above shall be effective on the date of mailing.~~
- ~~D. The failure of any person with an interest in the property to receive any notice served in accordance with this section shall not affect the validity of any proceedings taken under this code. If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of 10 days and publication thereof in a newspaper of general circulation published in the County in which the property is located pursuant to Government Code Section 6062.~~
- ~~E. Proof of service of the notice and order shall be certified by written declaration under penalty of perjury executed by the person effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt returned in acknowledgement of receipt by certified mail shall be made part of the City's permanent record.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.110. Appeal.~~

- ~~A. Form of Appeal. Any person having any record title or legal interest in the premises may appeal from any notice and order of the City Manager under this chapter by filing at the office of the City Manager within 30 days from the date of service of such notice and order, a written appeal containing:~~
- ~~1. A brief statement setting forth the legal interest of each of the appellants in the~~

~~premises involved in the Notice and Order;~~

~~2. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant;~~

~~3. A brief statement in ordinary and concise language of the relief sought, and the reasons why it is claimed the protested order or action shall be reversed, modified, or otherwise set aside;~~

~~4. The signatures of all parties named as appellants and their official mailing addresses, with statements from each appellant that each agrees to accept service of the written notice at the time and place of the appeal hearing and the decision of the hearing examiner at such address;~~

~~5. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.~~

~~B. Processing of Appeal. Upon receipt of any appeal filed and the appeal fee pursuant to this section, the City Manager shall transmit said appeal to a hearing officer retained by the City who shall calendar it for hearing within 45 days of the filing of the appeal.~~

~~C. Notice of Appeal for Hearing. Written notice of the time and place of the hearing shall be given at least 10 calendar days prior to the date of hearing to each appellant by the hearing officer either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy, thereof, postage prepaid, addressed to the appellant at his or her address shown on the appeal.~~

~~D. Appeal Fee. Except as provided herein, the City Manager shall collect and require an appeal fee to be paid at the time the written appeal notice is filed. The appeal fee shall be set by resolution of the City Council. The fee shall be calculated to recover the total City costs incurred in the appeal, including, but not limited to, staff time to process and handle the appeal, hearing officer compensation, preparation and service of notices and staff appearance at the appeal hearing. No appeal shall proceed without payment of the fee at the time the appeal is filed provided that the City Manager may waive or defer the appeal fee upon written request for good cause shown. Good cause may include severe economic hardship, significant attempts to comply with the notice and order, and other factors indicating good faith attempts to comply.~~

~~E. Effect of Failure to Appeal. Failure of any person to file a timely appeal in accordance with the provisions of this section shall constitute an irrevocable waiver of the right to an administrative hearing and a final adjudication of the notice and order, or any portion thereof.~~

~~F. Only those matters or issues specifically raised by the appellant in the appeal notice shall be considered at the hearing of the appeal.~~

~~G. Staying of Order Under Appeal. Enforcement of the notice and order of the City Manager issued under this chapter shall be stayed while an appeal that is properly and timely filed is pending.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.120. Appeal hearing.~~

- ~~A. At the time set for hearing, the hearing officer shall proceed to hear the testimony of the City Manager or designee, the owner, and other competent persons respecting the condition of the premises, and other relevant facts concerning the matter.~~
- ~~B. The proceedings at the hearing shall be electronically recorded. Either party may provide a certified shorthand report to maintain a record of the proceedings at the party's own expense. Preparation of a record of the proceeding shall be governed by California Code of Civil Procedure Section 1094.6, as presently written or hereinafter amended.~~
- ~~C. The hearing officer may, upon request of the owner of the premises or upon request of the City Manager or designee, grant continuances from time to time for good cause shown, or upon his or her own motion.~~
- ~~D. Government Code of the State of California, Section 11513, subsections (a), (b) and (c), as presently written or hereinafter amended, shall apply to hearings under this chapter.~~
- ~~E. Each party may represent themselves, or be represented by anyone of their choice. If a party does not proficiently speak or understand the English language, he or she may provide an interpreter, at the party's own cost, to translate for the party. An interpreter shall not have had any involvement in the issues of the case prior to the hearing.~~
- ~~F. In reaching a decision, official notice may be taken by the hearing officer, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this State or which may appear in any of the official records of the City.~~
- ~~G. The hearing officer may inspect the premises involved in the hearing prior to, during or after the hearing, provided that:~~
- ~~1. Notice of such inspection shall be given to the parties before the inspection is made;~~
 - ~~2. The parties are given an opportunity to be present during the inspection; and~~
 - ~~3. The hearing officer shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the hearing examiner either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.130. Hearing officer decision.~~

- ~~A. The decision of the hearing officer shall be in writing and shall contain findings of fact and a determination of the issues presented. If it is shown by a preponderance of the evidence that the condition of the premises constitutes a public nuisance, the decision shall require the owner to commence abatement of the nuisance no later than 15 days after the issuance of the decision, and that the abatement be completed within such time as specified by the hearing officer, or in the alternative, with the time designated by the City Manager. The decision shall inform the owner that if the nuisance is not abated within the time specified, the nuisance may be abated by the City without further notice in such manner as may be ordered by the City Manager and the expense thereof made a lien on the property involved~~

~~and/or a personal obligation. The decision may impose administrative penalties as may be appropriate under Section 14.08.050.~~

- ~~B. The decision shall also inform the owner that the time for judicial review is governed by California Code of Civil Procedure Section 1094.6. Copies of the decision shall be forthwith delivered to the parties personally or sent to them by certified mail. The decision shall be final when signed by the hearing officer and served as follows: the City Manager shall serve a copy on the record owner, in the same manner as set forth in Section 14.08.100 of this chapter, and one copy shall be served on each of the following, if known to the City Manager or disclosed from official public record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in the premises.~~
- ~~C. After any notice and order issued pursuant to this chapter shall have become final by failure to file a timely appeal or after hearing officer's decision on appeal is rendered, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order.~~
- ~~D. If, after any notice of violation and penalty order or any order of a hearing examiner made pursuant to this chapter has become final, and the person to whom such order is directed shall fail, neglect or refuse to obey such order, the enforcement officer, in addition to the rights provided elsewhere in this code, is authorized to cause the nuisance to be abated by City personnel or private contract. In furtherance of this section, the enforcement officer may obtain a warrant, writ, writ of possession or other appropriate court order, if required, and thereafter is expressly authorized to enter upon the premises for the purpose of abating the nuisance.~~

~~(Ord. 519 § 1, 2009; Ord. 541 § 2, 2012)~~

~~§ 14.08.140. Summary abatement.~~

~~If, in the opinion of the City Manager, there exists a condition on any premises which is of such a nature as to be imminently dangerous to the public health, safety or welfare, which, if not abated according to the procedures of this chapter, would, during the pendency of the proceedings, subject the public to potential harm of a serious nature, the same may be abated forthwith without compliance with the provision of this chapter. Abatement may include, but is not limited to, boarding of windows, doors and other openings to City specifications, removal junk and debris, and securing the perimeter of the property with fencing, gates or barricades (to prevent further occurrences of the nuisance activity).~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.150. Recovery of costs of abatement.~~

- ~~A. Every owner of property within the City is liable to the City for the cost of abatement of a public nuisance located on his or her premises conducted pursuant to this chapter.~~
- ~~B. The City Manager or designee shall keep an itemized account of the expense incurred by the City in abating nuisances under the provisions of this chapter including all administrative costs. Upon completion of the work of abatement, the City Manager or designee shall prepare and file with the finance officer of the City a report specifying the work done, the itemized and total cost of the work, a description of the real property at which the work was performed, and the names and addresses of the persons entitled to notice pursuant to Section 14.08.100 of this chapter.~~

- ~~C. Upon receipt of the report, the finance officer shall immediately bill the owner(s) for payment of the cost of the abatement work, together with all administrative costs, stating that the billing is due and payable within 30 days of its date, and if not paid within that time the amount hereof may become a lien on the property upon which the abatement work was performed and may be collected with taxes assessed on the secured tax roll of Sutter County.~~
- ~~D. The finance officer shall keep an account of the costs, including administrative charges, incurred by the City to abate public nuisances as aforesaid for each separate lot or parcel of land and shall embody such account in a report and assessment list made to the City Council, which report shall be filed with the City Clerk. Such report shall refer to each separate lot or parcel of land by description reasonably sufficient to identify the same, together with the expense, including administrative charges, proposed to be assessed against it. The report and assessment/lien list need not contain any reference to lots or parcels of land upon which abatement work has been done at the expense of the City, if the cost thereof has been paid to the City prior to the preparation of the report and assessment/lien list.~~
- (Ord. 519 § 1, 2009)

~~§ 14.08.160. Notice of report and hearing.~~

- ~~A. The City Clerk shall post a copy of the finance officer's report and assessment/lien list on the bulletin board of the City Hall together with notice of the filing thereof and the time and place when and where it will be submitted to the City Council for hearing and confirmation. The finance officer shall mail to the person or persons whose property is mentioned in the report and assessment/lien list and the manner prescribed in Section 14.08.150 a notice inform substantially as follows:~~

**~~COSTS, ASSESSMENT AND/OR LIEN FOR NUISANCE ABATEMENT AND NOTICE
OF HEARING TO CONFIRM COSTS, ASSESSMENT AND/OR LIEN~~**

~~NOTICE IS HEREBY GIVEN~~ that pursuant to the provisions of Chapter 14.08 of the Live Oak Municipal code, the City Manager has abated a public nuisance from real property owned, occupied, rented, managed or controlled by you, which real property and the cost of said abatement work are as described and set forth on the enclosed billing.

~~NOTICE IS HEREBY FURTHER GIVEN~~ that on ____ day of _____, 20____ at the hour of _____, or as soon thereafter as the matter can be heard at _____ the report of the finance officer on the cost of nuisance abatement, and the assessment/lien list thereof, will be presented to the City Council for consideration, correction and confirmation, and that at said time and place any and all persons interested in or having any objections to said report or list of proposed assessments/liens, or to any matter or thing contained therein may appear and be heard. The failure to make any objection or protest to said report and list shall be deemed a waiver of same.

~~Upon confirmation of said cost, assessment/lien by the City Council, the amount thereof will be due and payable. In the event the same is not paid within 15 days following confirmation, said assessment/lien along with an additional fee as set by resolution of the City Council on file in the City Clerk's Office will be added to the secured property tax roll of Sutter County and thereafter shall become an assessment/lien on said property.~~

~~If you have any questions or want additional information regarding this matter, please contact the finance officer at 9955 Live Oak Blvd., Live Oak, CA. (530) 695-2112.~~

~~DATED: _____~~

FINANCE OFFICER
City of Live Oak, California

- ~~B. The posting of the finance officer's report and assessment/lien list and the mailing of notice to property owners as above provided for shall be done at least 10 days before the date of the hearing scheduled before the City Council.~~
- ~~C. In every instance where abatement work has been performed at the expense of the City and a billing therefor has been rendered and is past due as of June 1st of any calendar year, the hearing for confirmation thereof shall be held by June 30th of that same calendar year; if the same is past due as of December 1st of any calendar year, the hearing for confirmation thereof shall be held by December 30th of that same calendar year.~~
- ~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.170. Hearing and confirmation.~~

- ~~A. At the time and place fixed for receiving and considering the finance officer's report and assessment/lien list, the City Council shall hear the same together with any protests or objections which may be raised or lodged by property owners or other interested persons. Upon the conclusion of such hearing, the City Council shall make such corrections or modifications in any proposed costs which it may deem to be excessive or otherwise incorrect after which such costs shall be confirmed by resolution adopted by the City Council. The City Council may delete from the report and cancel any costs found improper or unjustified. The confirmation of the report and costs by the City Council shall be final and conclusive.~~
- ~~B. Upon taking action under subsection A, the City Council may order that the costs of abatement be made a personal obligation of the property owner and either a nuisance abatement lien or a special assessment against the property.~~
- ~~C. If an action or proceeding is commenced to recover the costs, the prevailing party shall be entitled to recover reasonable attorneys' fees, provided that, pursuant to California Government Code Section 38773.5 attorneys' fees shall only be available where the City has elected, at the commencement of such action or proceeding, to seek recovery of its own attorneys' fees. In no action or proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.~~
- ~~D. A nuisance abatement lien may be recorded and enforced against the property pursuant to the provisions of California Government Code Section 38773.1. A nuisance abatement lien may be foreclosed by an action brought by the City for a money judgment. As part of the foreclosure action, the City may recover reasonable attorneys' fees and costs, including, but not limited to, costs incurred for processing and recording the lien and providing notice to the property owner.~~
- ~~E. As an alternative to a nuisance abatement lien, the costs of abatement may be made a~~

~~special assessment against the property. The special assessment may be collected at the same time and in the same manner as ordinary municipal taxes and shall be subject to the same penalties and procedures, including the sale of the property in case of delinquency, as provided for ordinary municipal taxes. The special assessment shall continue until the assessment and all interest and penalties due and payable thereon have been paid. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.180. Effect of assessment and notice of lien.~~

~~A. It shall be permissible for any person to pay the amount of such assessment that has been imposed for nuisance abatement within 15 days following the date of adoption of the City Council resolution confirming the assessment/lien. If the assessment/lien is not paid on or before said date, the total amount thereof shall be entered on the next succeeding fiscal year's secured tax roll of Sutter County for that property, and the assessment shall thereupon become a lien against the property, and the amount of the assessment shall be collected at the time and in the manner of ordinary municipal taxes. The lien of the assessment shall have the priority of the taxes with which it is collected. If delinquent, the amount is subject to the same penalties and procedures of foreclosure and sale provided for ordinary municipal taxes.~~

~~B. If the property is owned by a public agency of the local, State or Federal government, the assessment shall not be entered on the County tax roll, but rather collected in the same manner as other unsecured obligations due and owing to the City.~~

~~C. Further, if the assessment is not paid within 15 days following the date of adoption of the City Council resolution confirming it, the City Manager may prepare and cause to be recorded in the office of the County Recorder a notice of lien, which shall be in form approved by the City Attorney, and from the time of recording the notice of lien, the amount of the assessment shall be and constitute a lien upon the property having the force and effect of a judgment lien until released and discharged, or otherwise extinguished in the manner provided by law. When the assessment is paid, the City Manager shall promptly deliver to the person or persons entitled thereto a release of lien, which shall be in a form approved by the City Attorney, which may be recorded by such person or persons to extinguish the lien on the property. The City Manager shall not record a notice of lien against the property owned by a public agency of the local, State or Federal government.~~

~~(Ord. 519 § 1, 2009)~~

~~§ 14.08.190. Collection of assessment and transfer to unsecured roll.~~

~~If any real property to which the lien provided for in Section 14.08.180 would attach has been transferred or conveyed to a bona fide purchaser for value, or if the lien of a bona fide purchaser for value has been created and attaches thereon, prior to the date on which the first installment of such taxes levied for municipal purposes would become delinquent, then the lien which would otherwise be imposed by this chapter shall not attach to such real property, and the costs of abatement as confirmed relating to such property shall be transferred to the unsecured tax roll for collection. In such event, the City may notify the appropriate County officials that it will undertake collection of the amount owing from the property owner or owners at the time the abatement work was actually performed utilizing collection procedures applied with respect to~~

~~other unsecured obligations due the City.
(Ord. 519 § 1, 2009)~~

~~§ 14.08.200. Time for contest of assessment.~~

~~The validity of any costs, assessment or lien made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the cost, assessment or lien is confirmed by the City Council.
(Ord. 519 § 1, 2009)~~

~~§ 14.08.210. Judicial enforcement.~~

~~In addition to, or as an alternative to the proceedings set forth elsewhere in this chapter, the City Attorney may seek judicial enforcement of this chapter which may include, but not be limited to, the following:~~

- ~~A. Enforcement of the City's building or other local ordinances by way of injunction, including contempt proceedings for the violation of any such injunction.~~
- ~~B. The imposition of civil penalties.~~
- ~~C. The appointment of a receiver.~~
- ~~D. Enforcement of any other rights or remedies available to the City in any manner provided by law.~~

~~(Ord. 519 § 1, 2009)~~