



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA JUNE 7, 2023 6:00 PM

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

MEMBERS OF THE COUNCIL

BOB WOTEN, MAYOR
JERAMY CHAPDELAIN, VICE MAYOR
LAKHVIR GHAG, COUNCILMEMBER
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER

AARON PALMER,
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.

- **Remote Viewing:**

- Members of the public can view a livestream of the meeting online at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
- Members of the public can access the Zoom webinar as follows:
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/81727114923>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 817 2711 4923

- **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.

- **Live Remote Public Comment:** Members of the public can submit a live remote public comment by:
 - *Joining the virtual Council meeting via the link below. When public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes.*

<https://us02web.zoom.us/j/81727114923>
 - *Joining the virtual Council meeting by calling the phone number below. When public comment is opened, dial *9 to raise your hand and be called upon to speak for up to 3 minutes.*

 1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 817 2711 4923
 - **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 attached to the minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting.
 - **eComment Feature:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that eComments will NOT be read aloud by staff during the meeting.
-

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 May 17, 2023, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. City Projects Update
Recommendation: Receive and file.
(Ron Walker, Public Works Director)
3. Sewer Pickup Truck Purchase
Recommendation: Authorize the purchase of a new pickup truck to be used in the Sewer Department.
(Ron Walker, Public Works Director)
4. Resolution for Designation of Road Maintenance and Rehabilitation Projects Related to Gas Tax SB 1 Requirements
Recommendation: Adopt resolution required by the State of California for the designation of projects for Gas Tax SB 1.
(James Ramsey, Finance Director)

BUSINESS ITEMS

5. Discussion and Possible Action Regarding Sutter County Sheriff's Contract
Recommendation: 1) Request that additional information is needed before a decision can be made and bring back the item at a future meeting (including possible bids for service from other agencies), or 2) Approve the proposed changes to the existing contract.
(Aaron Palmer, City Manager)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION**UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER**

COUNCILMEMBER COMMENTS**CLOSED SESSION**

After the Closed Session the City Council will leave the Council Chambers and the meeting will be adjourned by operation of law due to lack of a quorum. If there is any reportable Closed Session Action, a report will be made at the beginning of the next regular Council meeting. After the Closed Session Item descriptions are read by the City Attorney, all members of Council, applicable Consultants and Staff are asked to join the Closed Session meeting.

6. **Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8:**

Property Description:	APNs 06-630-009, 06-630-010, 06-630-011, 06-630-012, 06-630-013
City Negotiator:	Aaron Palmer
Relator Representing Potential Buyer:	Aaron Pamma of Stromer Realty
Negotiations:	Price and terms

ADJOURNMENT



**City of Live Oak
Report to City Council**

Meeting Date: June 7, 2023

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the May 17, 2023 City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
MAY 17, 2023
6:00 PM

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

MEMBERS OF THE COUNCIL

BOB WOTEN, MAYOR
JERAMY CHAPDELAINE, VICE MAYOR
LAKHVIR GHAG, COUNCILMEMBER
ASHLEY HERNANDEZ, COUNCILMEMBER
NANCY SANTANA, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Woten at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:05 pm.

ROLL CALL

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Hernandez led the Pledge of Allegiance. Councilmember Santana delivered the invocation.

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

There were no corrections and/or changes to the agenda.

PRESENTATIONS AND RECOGNITIONS

PUBLIC COMMENT

The following member of the public submitted a written public comment: Dale Carlson.

CONSENT ITEMS

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

MOTION: APPROVE THE CONSENT AGENDA, WITH THE EXCEPTION OF ITEM 2 WHICH WAS PULLED FOR FURTHER DISCUSSION.
(MOTION: WOTEN; SECOND: SANTANA)

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: May 3, 2023, City Council Regular Meeting minutes approved.

VOTE: MOTION PASSED UNANIMOUSLY

2. City Projects Update
Ron Walker, Public Works Director

This item was removed from the Consent Agenda for further discussion at the request of Councilmember Ghag.

3. Second Reading and Adoption of an Ordinance Amending Section 2.04.050 “Rules of Decorum” and Adding Section 2.04.070 “Ethics” to Chapter 2.04 “Rules and Regulations Governing the Conduct of Council Meetings, Proceedings and Business” of the Live Oak Municipal Code

Nicole Rosser, City Attorney

Council action: 1) Second reading of the ordinance amending Section 2.04.050 “Rules of Decorum” and Adding Section 2.04.070 “Ethics” to Chapter 2.04 “Rules and Regulations Governing the Conduct of Council Meetings, Proceedings and Business” of the Live Oak Municipal Code waived; and 2) Ordinance No. 583 adopted.

VOTE: MOTION PASSED 3-2

AYES: COUNCILMEMBERS HERNANDEZ, SANTANA, AND MAYOR WOTEN

NOES: COUNCILMEMBER GHAG AND VICE MAYOR CHAPDELAINE

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

2. City Projects Update
Ron Walker, Public Works Director

Ron Walker, Public Works Director, addressed questions from the Council.

MOTION: RECEIVE AND FILE.
(MOTION: GHAG; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED UNANIMOUSLY

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

There were no updates or announcements from the City Attorney or City Manager.

COUNCILMEMBER COMMENTS

Councilmember Hernandez touched on the Business Connection Breakfast State of Live Oak scheduled for Friday, May 19, 2023.

Councilmember Santana discussed the dog park located in Chico and discussed Senate Bill 7 which would require counties and cities to provide housing for the homeless.

Councilmember Ghag highlighted his attendance at the Sutter Butte Flood Control Agency meeting and the Sutter-Yuba Mosquito and Vector Control District meeting.

Vice Mayor Chapdelaine touched on the mosquito spraying and fogging services through the Sutter-Yuba Mosquito and Vector Control District.

Mayor Woten touched on his attendance at the Regional Housing Authority Board of Commissioners meeting. Mayor Woten discussed connecting Apricot Street to KB Homes to provide another outlet for residents living in the KB Homes in case of an emergency. Lastly, Mayor Woten informed he will be attending the work ready interviews at the High School on Friday, May 19, 2023.

CLOSED SESSION

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4. Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8:

Property Description: APNs 06-350-002, 06-350-001, 06-640-015
 City Negotiator: Aaron Palmer
 Negotiating Parties: Sutter Buttes Nursery
 Negotiations: Price and terms

5. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiator Aaron Palmer Regarding the Following Bargaining Unit: Sutter County Sheriff's Office

6. Pursuant to Government Code Section 54957.6: Conference with Labor Negotiator Aaron Palmer Regarding the Following Bargaining Unit: Sutter County Fire Department

ADJOURNMENT

Mayor Woten adjourned the meeting at 6:47 pm.

 Bob Woten, Mayor

ATTEST:

 Clarissa Menchaca, City Clerk



**City of Live Oak
Report to City Council**

Meeting Date: June 7, 2023
Title: City Projects Update
Contact Information: Ron Walker, Public Works Director

Background:

1. Pennington Road - West Project: For members of the public that have questions and/or concerns, an information line and website have been set up. An information line has been set up for anyone with concerns to call, and the number is (530) 557-2023. Also, Franklin Construction has started potholing to verify utility locations. A project schedule has been attached to this report.
2. Pennington East - East Project: Right-of-way and preliminary design are underway. Staff is continuing with the design work. The plan and data sheets have been set up.
3. P Street Lift Station Improvement Project: Staff received an update from Kevin Warring with the Water Board on May 24, 2023. Kevin stated that he did not have any updates regarding the application, and the Environmental and financial packages are in for review. The general and technical package are complete based on his initial review, and the funding agreement execution is on schedule to be executed in six to eight months.
4. Wastewater Treatment Plant Solar Project: Staff received an update from Kevin Warring with the Water Board on May 24, 2023. The construction grant extension has been approved by the Water Board and sent to the City Manager for review.
5. Wastewater Treatment Plant Headworks Rehabilitation Project: The State has not evaluated this grant application yet because of a backlog of grant applications.
6. Well 7 and Well 4 Generator Grant Project: This grant application received a Priority 2 ranking according to the California Public Utility Commission's High Fire Threat District Map. If there is any funding left after all Priority 1 applications have been addressed, the State Water Resource Control Board will start on Priority 2 ranked applications.
7. Customer Complaint Project: A product demonstration has been scheduled with Granicus for June 5, 2023.
8. Welcome to Live Oak Signs: Staff has contacted Arrow Signs and is in the initial process of reviewing and updating the agreement between the City and Arrow Signs Co.
9. Streets Master Plan: Staff will update as funds become available.
10. Dog Park: The City Engineer and his staff will be staking the Dog Park. This will give City Council a rough idea of where the park is going to be located. Staff would like for the Council to visit the park.

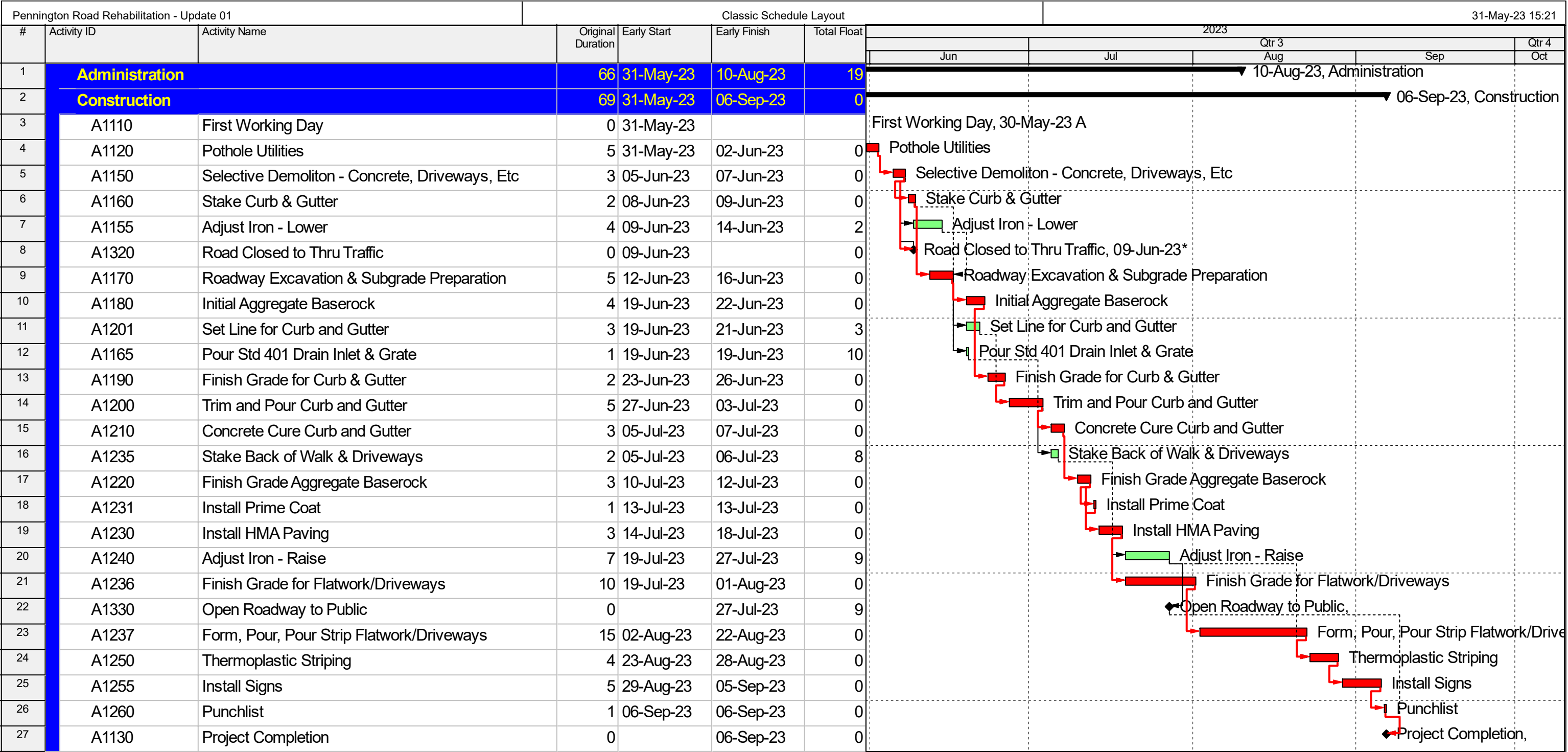
Analysis: This report is a City Projects Update.

Fiscal Impacts: None.

Recommendation: Receive and file.

Attachments:

[Schedule Update for City](#)



Actual Level of Effort

Actual Work

Remaining Work

Critical Remaining Work

Milestone

summary

Page 1 of 1

FRANKLIN

CONSTRUCTION, INC.

Chico, CA

TASK filter: All Activities

© Oracle Corporation



City of Live Oak Report to City Council

Meeting Date: June 7, 2023
Title: Sewer Pickup Truck Purchase
Contact Information: Ron Walker, Public Works Director

Background: The City's sewer staffing consists of one Chief Plant Operator, and three Grade III operators, but only has three pickup trucks for staff to use for operations. An additional pickup truck will allow staff greater flexibility to perform operations and maintenance duties.

Staff contacted four local vehicle dealerships (Larry Geweke Ford, Gridley Country Ford, Don Lewis Motors, and Wheeler Chevrolet Cadillac) to solicit bids for a 1/2 Ton, 2-wheel drive, extra cab, pickup truck with all standard equipment.

1. Larry Geweke Ford, Yuba City -----
\$34,728.55
2. Gridley Country Ford, Gridley ----- \$
No-Bid, no units available.
3. Wheeler Chevrolet Cadillac, Yuba City ----- \$
41,718.03
4. Don Lewis Motors, Yuba City ----- \$
No-Bid Submitted.

Analysis: Staff recommends purchasing a replacement water utility service truck from the lowest bidder, Larry Geweke Ford, Yuba City ----- \$34,728.55.

Fiscal Impacts: The City Council approved the Fiscal Year 2022-23 Annual Budget that includes the purchase of an additional pickup truck for the Sewer Department.

Recommendation: Authorize the purchase of a new pickup truck to be used in the Sewer Department.

Attachments:

[F150 Supercab Quote](#)
[Wheeler Chevrolet - Quote](#)



871 E ONSTOTT RD
YUBA CITY, CA 95991
(530)821-2121

Invoice No.

46885

QUOTE**Customer**

Name CITY OF LIVE OAK
Address 9955 LIVE OAK BLVD
City LIVE OAK State CA ZIP 95953
Phone

Misc

Date 5/23/2023
Order No. 46885
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	2022 FORD F150 SUPERCAB 4X2 XL RETAIL PRICE		\$41,225.00
1	DEALER NET INVOICE		\$38,268.00
1	GEWEKE 1.5 PERCENT		
1	SUB TOTAL		\$38,842.00
1	PRICE CONCESSION		(\$6,500.00)
1	YOUR PRICE		\$32,342.00
1	TIRE FEE AND DMV 1FTEX1CB7NKF02410		\$41.75

Payment

Check

Tax Rate(s)

7.25%

\$2,344.80

Comments

Name

CC #

Expires

TOTAL**\$34,728.55**

Office Use Only

Contact

Thank you
Paul & Ben



871 E ONSTOTT RD
YUBA CITY, CA 95991
(530)821-2121

Invoice No. 46885

INVOICE

Customer

Name CITY OF LIVE OAK
Address 9955 LIVE OAK BLVD
City LIVE OAK State CA ZIP 95953
Phone

Misc

Date 5/23/2023
Order No. 46885
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	2022 FORD F150 SUPERCAB 4X2 XL RETAIL PRICE		\$41,225.00
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1	PRICE CONCESSION		(\$6,500.00)
1	YOUR PRICE		\$32,342.00
1	TIRE FEE AND DMV 1FTEX1CB7NKF02410		\$41.75

Payment

Check

Tax Rate(s) 7.25% \$2,344.80

Comments

Name

CC #

Expires

TOTAL \$34,728.55

Office Use Only

Contact

F15A 4X2 SUPERCAB - 145	Suggested Retail Price	35940	00	34325	00
2022 MODEL YEAR					
YZ OXFORD WHITE					
AS DARK SLATE VINYL 40/20/40					
INCLUDED ON THIS VEHICLE					
EQUIPMENT GROUP 101A		2280	00	2075	00
XL SERIES					
XL POWER EQUIPMENT GROUP					
CRUISE CONTROL					
REVERSE SENSING SYSTEM					
OPTIONAL EQUIPMENT/OTHER					
99B 3.3L V6 PFDI					
44G ELEC TEN-SPEED AUTO W/TOW MODE					
.245/70R 17 BSW ALL-SEASON					
X19 3.55 RATIO REGULAR AXLE		NC		NC	
6250# GVWR PACKAGE					
JOB #2 ORDER					
153 FRONT LICENSE PLATE BRACKET		NC		NC	
425 50 STATE EMISSIONS		NC		NC	
53B CLASS IV TRAILER HITCH		315	00	286	00
86A XL CHROME APPEARANCE PACKAGE		895	00	815	00
.CHROME FRONT/REAR BUMPERS					
.FOG LAMPS					
.17" SILVER PAINTED ALUMINUM					
A VINYL 40/20/40 FRONT SEAT		NC		NC	
FLEX FUEL VEHICLE					
TOTAL OPTIONS/OTHER		3490	00	3176	00
TOTAL VEHICLE & OPTIONS/OTHER		39430	00	37499	00
DESTINATION & DELIVERY		1795	00	1795	00
TOTAL BEFORE DISCOUNTS		41225	00	39294	00
##SPECIAL ADDED DISCOUNTS##					
XL HIGH DISCOUNT		750	00-	683	00-
XL HIGH DISCT CHROME		500	00-	455	00-
TOTAL SAVINGS		1250	00-	1138	00-
TOTAL FOR VEHICLE					
		39975	00		
FUEL CHARGE					
				102	12
CA NEW MTR VEHICLE BOARD FEES					65
CV LOT MANAGEMENT				10	00
SHIPPING WEIGHT 4238 LBS.					
TOTAL		39975	00	38268	77

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Haidlen Ford, Inc. P.O. BOX 516 Oakdale		72V500 CA 95361		Order Type 2				Ramp Code CA84		Batch ID NJ211		Price Level 265	
Ship to (if other than above)				Date Inv. Prepared		Item Number		Transit Days		Ship Through			
				09 21 22		72-S600		36					
Invoice & Unit Identification NO. 1FTEX1CB7NKF02410				Final Assembly Point KANSAS CITY				Finance Company and/or Bank Ford Motor Credit 000001					
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA							
764	38268.77	36920.77	37020.77	38390.69		573.00							

This invoice to be used for the billing of vehicles only

Dealer's copy



Government Bid Management System (GBMS)

PAULBROWN (P-BROW16)

Purpose:New Bid; State:CA-California; FIN:QH673-CITY OF LIVE OAK; Bid Open Date :05/23/2023; Vehicle Line:24 - F-150 ; Model Year:2022; Body Code & Name:X1C-F150 4X2 S/C ; GPC Type:All

State	Model Year	Vehicle Line	Body Code & Name	Option Discounts	GPC Req #	GPC (\$)	Price Level	Bid Open / Reference # Start Date	Reference # Issue Date	FIN	GPC Type	Reference #	Expiration Date
CA	2022	24 - F-150	X1C - F150 4X2 S/C			9025	215	09/15/2021	10/15/2021		PIGGYBACK	Reveal	04/30/2021
CA	2022	24 - F-150	X1C - F150 4X2 S/C			6500	000	06/15/2021	06/15/2021		LOCAL	17396N	

Ron Walker

From: Sue Vang <svang@wheelerautocenter.com>
Sent: Friday, May 26, 2023 12:53 PM
To: Ron Walker
Subject: Wheeler Chevrolet

Hi Ron,

We have one close to what you are looking for.

Your Price \$38,774.00
Sales Tax \$2,817.28
Doc fee \$85.00
CVR \$33.00
Tire fee \$8.75

Total \$41,718.03

Thanks,
Sue Vang
Sales Manager
530-673-9160
svang@wheelerautocenter.com

Sent from [Mail](#) for Windows

From: [Ron Walker](#)
Sent: Tuesday, May 23, 2023 12:59 PM
To: [Sue Vang](#)
Subject: Looking for a Fleet Pickup Truck

**This message did not originate inside the Wheeler Auto Group organization.
Please treat this email as suspect.**

Hello, I am looking for a bid on a 1/2 ton, 4x2, Extra Cab Fleet Truck.

I will be accepting bids until the close of business on Friday, May 26th, 2023.

Thank you.

Ron Walker
Director of Public Works
City of Live Oak
9955 Live Oak Blvd.
Live Oak CA 95953
rwalker@liveoakcity.org



City of Live Oak Report to City Council

Meeting Date: June 7, 2023

Title: Resolution for Designation of Road Maintenance and Rehabilitation Projects Related to Gas Tax SB 1 Requirements

Contact Information: James Ramsey, Finance Director

Background: In Fiscal Year (FY) 2017-18, the City began receiving its first monies stemming from the new gas tax commonly known as Senate Bill (SB) 1 or Road Maintenance and Rehabilitation Act Projects (RMRA). Every year, the State requires certain documentation from public agencies for the use of the new funds.

The City has designated the following two projects for RMRA funding:

- *\$51,000 for costs related to engineering and construction for Pennington Road (west of Broadway and Connecticut)
- *\$182,000 for costs related to engineering and construction improvements to Kola Street (From Larkin to "N" Street)

The City had previously identified the Highway 99 widening project, however, it is no longer included due to the completion of that project. The projected amount of funding provided by the State for FY 2023-24 is \$232,222, as determined by the California State Department of Transportation.

Fiscal Impacts: None.

Recommendation: Adopt resolution required by the State of California for the designation of projects for Gas Tax SB 1.

Attachments:

[Resolution](#)

RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-24 FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017 CITY OF LIVE OAK

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$232,222 in RMRA funding in Fiscal Year 2023-24 from SB 1; and

WHEREAS, this is the seventh (7th) year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate local streets/roads, throughout the City this year and similar projects into the future; and

WHEREAS, the 2018 California Statewide Local Streets and Roads Needs Assessment found that the City streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Live Oak, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following previously proposed and adopted projects may also utilize Fiscal Year 2023-24 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: Kola Street Reconstruction

Project Description: Preconstruction (environmental, right-of-way, PS&E) and construction funds for complete streets reconstruction of Kola Street from N Street to Larkin Road, including new curb, gutter and sidewalk and drainage improvements.

Project Location: Kola Street from “N” Street to Larkin

Estimated Project Schedule: Preconstruction start 6/2022. Completion 12/2024. Construction start 5/2025. Completion 11/2025.

Estimated Project Useful Life: 40 years

Project Title: Pennington Road Street Reconstruction

Project Description: Complete streets reconstruction from Connecticut Avenue to Broadway including curb ramp and sidewalk improvements and restriping existing bicycle lanes. Construction funds only in FY 2023-24.

Project Location: Pennington Road west of Broadway

Estimated Project Schedule: Construction start 5/2023– Completion 11/2023

Estimated Project Useful Life: 40 years

PASSED AND ADOPTED by the City Council of the City, State of California this 7th day of June, 2023, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

Bob Woten, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



City of Live Oak Report to City Council

Meeting Date:	June 7, 2023
Title:	Discussion and Possible Action Regarding Sutter County Sheriff's Contract
Contact Information:	Aaron Palmer, City Manager
Location:	City wide
Background:	The City of Live Oak has contracted with Sutter County for police services for many years. The current contract calls for the City to pay for 100% of one Lieutenant and all costs relating to a K-9 Dog. The contract also calls for the City to pay 80% of one Sergeant and seven Deputies.
Analysis:	The County is proposing the following cost increase: The City going from 80% to 86% of the operational costs based on call volume - \$156,366 1 Detective dedicated to the City - \$186,687 2.5 Dispatchers and 0.50 of one Dispatch Supervisor - \$377,081 0.20 of one Public Information Officer - \$21,582 Total proposed increase of \$741,716
Fiscal Impacts:	The proposed increase to the annual Sheriff's contract is \$741,716. Staff has included this increase to the proposed annual 2023-2024 budget.
Recommendation:	The following are options the Council can act on: 1. Request that additional information is needed before a decision can be made and bring back the item at a future meeting (including possible bids for service from other agencies), or 2. Approve the new contract (attached) with the included costs.
Attachments:	

[City of Live Oak Sheriff Services Agreement 11-1-2007](#)
[City of Live Oak Sheriff Services Agreement 7-1-2023](#)



AGREEMENT - LAW ENFORCEMENT SERVICES

THIS AGREEMENT dated this 1st day of November, 2007, by and between the County of Sutter, hereinafter referred to as the "County", and the City of Live Oak, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its boundaries by the County of Sutter, hereinafter referred to as city limits, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1 Chapter 1 Part 2, Division 1, Title 5 and Article 2, Chapter 4, Part 2, Division 1 of the Government Code of the State of California;

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Sutter, to provide for the general enforcement of law and traffic enforcement within the incorporated city limits of Live Oak in the manner hereinafter set forth and as provided for by law including, but not limited to, enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder do not include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless an emergency is involved.

2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this agreement are employees of the County and as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.

3. Subject to conditions set forth in budgetary planning, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinance, but rather the City shall remain responsible for those functions.

4. For the purpose of performing services and functions pursuant to this agreement and only for the purpose of giving official status to the performance thereof, the County, its officers, agents and employees engaged in performing any such services or functions as described in this agreement, shall have the immunities that they would enjoy were they officers or employees of City, provided the services are within the scope of this agreement and are municipal functions.

5. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated thereon for any injury or damages resulting.

6. (a) The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, benefits, workers' compensation, or other employment-related costs or benefits.

(b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this subpart.

(c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code section 895.6.

7. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this agreement and to be performed hereunder, the parties hereto agree with respect to any third party claims that they will share equally any liability resulting therefrom with each party assuming the expense of its own defense.

8. This agreement shall not be construed as, or deemed to be as agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.

9. The term of this agreement shall be one year and shall commence on July 1, 2006, upon adoption by the County Board of Supervisors and the City Council. The agreement shall be automatically renewed on the first day of July of each and every year thereafter unless either party, at least sixty (60) days prior to July 1 of any year, gives written notice of its intention not to renew said agreement subject, however, to earlier termination as may be mutually agreed upon between the parties.

10. In consideration of all the above and provision to the City of the above-described law enforcement services for one year, the City promises to pay to County in the manner hereinafter set forth a sum equal to all items of costs and expense incurred by the County in providing law enforcement services to the City.

The consideration to be paid by the City to the County for law enforcement services to be provided by the County to the City pursuant to this agreement shall be: 100% of the cost of any vehicles and their accessories; 100% of the salaries and benefits of a Patrol Lieutenant position; 100% of all costs related to a K9 dog including, but not limited to: purchase, training, and certification of the dog, overtime spent by the dog handler on K9 duties and training, dog-handling special pay, K9-related vehicle equipment and modifications, and expenditures under Canine Protection, account number 2208-52187, including upkeep of the dog, food, veterinary care, first aid kits, protection training equipment, training fees, and certification; 80% of the salaries and benefits of seven Deputy Sheriff and one Sheriff's Sergeant Detective positions, and 80% of all other expenses incurred by the Live Oak Contract budget unit. It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen events result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.

The remaining 20%, it is agreed, represents the value to the County of the additional law enforcement services which will be provided to the unincorporated area of the County surrounding the City as a consequence of this agreement. The consideration for the annual renewal period shall be agreed upon annually by the governing bodies for the City and County.

There will be no expenditures charged to the Live Oak budget in excess of the agreed upon total budget unless approved by County and City. The City will reimburse County for expenses accrued on a monthly basis. Said payments are due within 15 days of receipt of invoice.

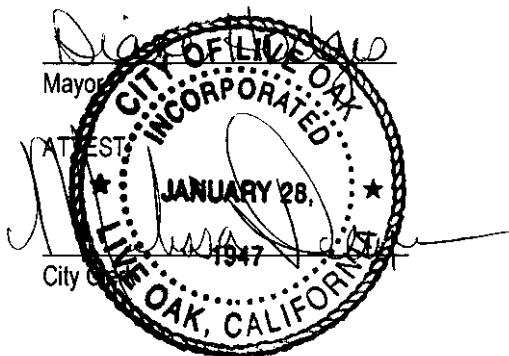
11. In the event of litigation to enforce provisions of all or part of this agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.

12. Subject to the pro-rata reimbursement to County by City pursuant to Section 10 of this agreement, County will pay for: all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.

13. City hereby leases to County, for no consideration other than the execution of this agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.

IN WITNESS WHEREOF, the City of Live Oak, by a resolution duly adopted by its City Council causes this agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

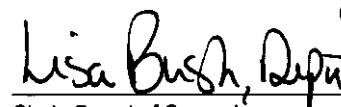
CITY OF LIVE OAK

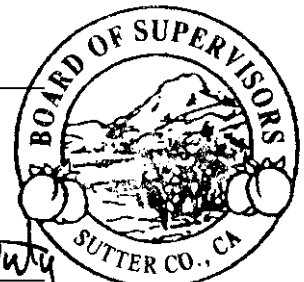


COUNTY OF SUTTER


Chairman/Board of Supervisors

ATTEST:


Clerk, Board of Supervisors



Approved
County Counsel
Sutter County, California

By



AGREEMENT – LAW ENFORCEMENT SERVICES

This Agreement dated this 1st day of July, 2023, by and between the County of Sutter, hereinafter referred to as the "County", and the City of Live Oak, hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the City is desirous of contracting with the County for the performance of the hereinafter described law enforcement services and functions within its boundaries by the County of Sutter, hereinafter referred to as city limits, and

WHEREAS, the County is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provisions of Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code of the State of California.

NOW THEREFORE, it is agreed as follows:

1. The County agrees, through the Sheriff of the County of Sutter, to provide for the general enforcement of law and traffic enforcement within the incorporated city limits of Live Oak in the manner hereinafter set forth and as provided by law including, but not limited to enforcement of appropriate City ordinances. It is specifically understood that services provided hereunder do not include non-emergency animal control functions and no enforcement of City ordinances in the animal control field unless an emergency is involved.
2. It is specifically understood between the parties hereto that all employees authorized and used in the pursuit of the provisions of this Agreement are employees of the County and, as such, are subject to the control and under the direction of the Sheriff in the performance of duty in accordance with this Agreement. The rendering of said service, the standards of performance, the discipline of officers, and matters incident to the performance of such services and the control of personnel so employed, shall remain under the direct control of the Sheriff. In event of dispute between parties as to extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by the Sheriff shall be final and conclusive as between the parties hereto.
3. Subject to conditions set forth in budgetary planning, support service shall be provided by the County. Such services shall be as needed to maintain the level of services as set forth in this Agreement. County shall supply all necessary labor, supervision, equipment, communication, and supplies necessary to maintain the level of services to be rendered hereunder. Notwithstanding the foregoing, the County shall not be responsible for interpretation, drafting, or amendment of City ordinance, but rather the City shall remain responsible for those functions.
4. For the purpose of performing services and functions pursuant to this Agreement and only for the purpose of giving official status to the performance thereof, the County, its

officers, agents and employees engaged in performing any such services or functions as described in this Agreement shall have the immunities that they would enjoy were they officer or employees of City, provided the services are within the scope of this Agreement and are municipal functions.

5. County, its officers and employees shall not be deemed to assume any liability for intentional or negligent acts of City or any officer, employee, or agent thereof, nor any dangerous or defective condition of the City's streets or property; and City shall hold County and its officers and employees harmless therefrom; and City shall defend County and its officers and employees against any claim predicated thereon for any injury or damages resulting.
6. (a) The City is not directly responsible for any employment-related costs of the County employees performing services hereunder, including but not limited to, their salaries, wages, retirement, benefits, workers' compensation, or other employment-related costs or benefits.
(b) The City is not responsible for any injury or sickness to a County employee unless such injury arose as a result of the sole or comparative negligence or the other wrongful act or omission by the City or its employees. County agrees to defend, indemnify, and hold City harmless for any claims or actions of the type described in these subparts (a) and (b), shall bear the cost of defense, including attorneys' fees, and shall discharge and indemnify City for any resulting adverse judgment, except as otherwise provided in this subpart.
(c) In the event that City, or its employees, have caused, or contributed to, any injury or sickness of a County employee by reason of their sole or comparative negligence, or other wrongful act or omission occurring during the performance of this Agreement, City shall bear a pro-rata share of the cost of defense, including attorneys' fees, and shall contribute a pro-rata share of any adverse judgment for such claims based on City's percentage of fault pursuant to Government Code Section 895.6.
7. Except as otherwise expressly provided in paragraph 5 and paragraph 6, the parties hereto agree, pursuant to and as authorized by Government Code Sections 895.4 and 895.6, that in connection with the services contemplated by this Agreement and to be performed hereunder, the County shall assume all liability with respect to any third-party claims resulting from incidents that occur during the term of this Agreement, including the full expense of its own defense.
8. This Agreement shall not be construed as or deemed to be as Agreement for the benefit of any third party or parties, nor shall any third party have any right of action hereunder for any cause whatsoever.
9. The term of this Agreement shall be one year and shall commence on July 1, 2023, upon adoption by the County Board of Supervisors and the City Council. The Agreement shall be automatically renewed on the first day of July of each and every year thereafter unless either party, at least six months prior to July 1 of any year, gives written notice of its intention not to renew said Agreement subject, however, to earlier termination as may be mutually agreed upon between the parties.

10. In consideration of all the above and provision to the City of the above-described law enforcement services of one year, the City promises to pay to County in the manner hereinafter set forth a sum equal to all items of costs and expense incurred by the County in providing law enforcement services to the City.

The consideration to be paid by the City to the County for law enforcement services to be provided by the County to the City pursuant to this Agreement shall be:

- 100% of the cost of any vehicles and their build or replacement equipment, maintenance, and accessories.
- 100% of the salaries and benefits of a 1.00 full-time equivalent (FTE) Patrol Lieutenant position.
- 100% of the salaries and benefits of one (1.00) FTE Deputy Sheriff with Detective assignment position.
- 100% of the salaries and benefits of a .20 FTE Sheriff Media and Community Relations Specialist (PIO) position.
- 100% of the salaries and benefits of a .50 FTE Supervising Public Safety Dispatcher.
- 100% of the salaries and benefits of two and one half (2.50) FTE Public Safety Dispatcher I/II/III.
- 100% of all costs related to a K9 dog including, but not limited to: purchase training, and certification of the dog, overtime spent by the dog handler on K9 duties and training, dog-handling special pay, K9-related vehicle equipment and modifications, and expenditures under Canine Protection, account number 2208-52187, including upkeep of the dog, food, veterinary care, first aid kits, protection training equipment, training fees, and certification.
- 86% of the salaries and benefits of one (1.00) FTE Sheriff's Sergeant Detective position.
- 86% of the salaries and benefits of seven (7.00) FTE Deputy Sheriff position.
- 86% of all other expenses incurred by the Live Oak Contract budget unit. It is agreed that each position is subject to leave of absence due to vacation, sick leave, compensation time off, training, holiday, etc. Staffing levels shall be maintained to ensure adequate coverage at all times. It is understood by all parties that adequate coverage can be provided in such a way as to allow for leave of absences due to vacation, sick leave, compensation time off, training, and holidays without the need to backfill the positions. Should unforeseen event result in a possible decrease in coverage below this point, then the Sheriff's Department will notify the City Manager and discuss the staffing levels and possible impacts to the City.

For the above cost categories stated at 86%, the remaining 14%, it is agreed, represents the value to the County of the additional law enforcement services which will be provided to the unincorporated area of the County surrounding the City as a consequence of this Agreement. The consideration for the annual renewal period shall be agreed upon annually by the governing bodies for the City and County.

There will be no expenditures charged to the Live Oak budget in excess of the agreed upon total budget unless approved by County and City. The City will reimburse County for expenses accrued on a monthly or quarterly basis. Said payments are due within 15 days of receipt of invoice.

11. In the event of litigation to enforce provisions of all or part of this Agreement, the losing party agrees to pay all reasonable attorney's fees and costs of legal proceedings.
12. Subject to the pro-rata reimbursement to County by City pursuant to Section 10 of this Agreement, County will pay for: all insurance on personnel employed by County, including worker's compensation coverage, all contributions to pension funds covering said personnel and all charges in excess of contributions out of said funds for injury or sickness of County personnel.
13. City hereby leases to County, for no consideration other than the execution of this Agreement, the building located at 9867 O Street in its entirety. City shall continue fire and liability coverage on the referenced leased premises at the same limits as are in existence on the effective date of this Agreement by policies of insurance naming the County of Sutter, its agents, officers, and employees as additional insureds.
14. Final Agreement/Amendment. This Agreement represents the final Agreement between the Parties regarding its subject matter and supersedes all prior and written agreements or communications. This Agreement may be amended only by a writing by both parties.

In WITNESS WHEREOF, the City of Live Oak, by resolution duly adopted by its City Council causes the Agreement to be signed by its mayor and attested by its Clerk, and the County of Sutter by order of its Board of Supervisors has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board.

CITY OF LIVE OAK

By:_____

Name: Bob Woten

Title: Mayor

COUNTY OF SUTTER

By:_____

Name: Karm Bains

Title: Board Chairman



**City of Live Oak
Report to City Council**

Meeting Date: June 7, 2023

Title: Conference with Real Property Negotiators Pursuant to Government Code Section 54956.8:

Property Description: APNs 06-630-009, 06-630-010, 06-630-011, 06-630-012, 06-630-013

City Negotiator: Aaron Palmer

Relator Representing Potential Buyer: Aaron Pamma of Stromer Realty

Negotiations: Price and terms