# LIVE OAK CITY COUNCIL

## REGULAR MEETING AGENDA NOVEMBER 1, 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

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/86896589629
        - ***Join by Phone:***
          *1-669-900-6833 or 1-833-548-0282 (Toll Free)*
          ***Webinar ID:*** *868 9658 9629*

- ***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/86896589629

  - *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:*** *868 9658 9629*

- ***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.*

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**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 October 18, 2023, City Council Regular Meeting minutes.
   (Clarissa Menchaca, City Clerk)

2. City Projects Update
   Recommendation: Receive and file.
   (Ron Walker, Public Works Director)

3. California Department of Resources Recycling and Recovery (CalRecycle) a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2024-25 Yuba County Applicant on Behalf of the City of Live Oak
   Recommendation: Adopt resolution.
   (Aaron Palmer, City Manager)

4. Approval of New Contract with Raney Planning and Management, Inc. for Staff and Project Based Planning Services
   Recommendation: Approve a new services contract with Raney Planning and Management, Inc. for staff and project based planning services.
   (Aaron Palmer, City Manager)

**BUSINESS ITEMS**

5. Reappointment of Council Member Ghag to the Sutter-Yuba Mosquito & Vector Control District Board
   Recommendation: Reappoint Council Member Ghag to the Sutter-Yuba Mosquito & Vector Control District Board with a term ending December 31, 2027.
   (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**

**ADJOURNMENT**

LIVE OAK
CALIFORNIA

# City of Live Oak
# Report to City Council

**Meeting Date:** November 1, 2023

**Title:** City Council Meeting Minutes

**Contact Information:** Clarissa Menchaca, City Clerk

**Recommendation:** Approve the October 18, 2023, City Council Regular Meeting minutes.

**Attachments:**

Minutes

# LIVE OAK CITY COUNCIL

# MINUTES OCTOBER 18, 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 6:01 pm.

MOTION: APPROVE COUNCILMEMBER HERNANDEZ'S REMOTE APPEARANCE.
(MOTION: GHAG; SECOND: SANTANA)

VOTE: MOTION PASSED 4-0-1
AYES: COUNCILMEMBERS SANTANA, GHAG, VICE MAYOR CHAPDELAINE, AND MAYOR WOTEN
NOES: NONE
NOT VOTING: COUNCILMEMBER HERNANDEZ

## ROLL CALL

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

Appeared via teleconference: Councilmember Hernandez

## PLEDGE OF ALLEGIANCE AND INVOCATION

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

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

Item 3 – *Approval of New Contract with Raney Planning and Management, Inc. for Staff and Project Based Planning Services* – This item was removed from the agenda in its entirety and will return at the November 1, 2023, Council meeting.

## PRESENTATIONS AND RECOGNITIONS

A. Domestic Violence Awareness Month Proclamation

Mayor Woten presented the proclamation, and Mina York with Casa de Esperanza accepted the proclamation.

## PUBLIC COMMENT

The following member of the public addressed the Council: Hitpal Deol.

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 3 WHICH WAS PULLED IN ITS ENTIRETY. (MOTION: GHAG; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED UNANIMOUSLY

1. City Council Meeting Minutes
   Clarissa Menchaca, City Clerk
   Council action: October 4, 2023, City Council Regular Meeting minutes approved.

2. City Projects Update
   Ron Walker, Public Works Director
   Council action: Received and filed.

3. Approval of New Contract with Raney Planning and Management, Inc. for Staff and Project Based Planning Services
   Aaron Palmer, City Manager

   This item was removed from the agenda in its entirety and will return at the November 1, 2023, meeting.

DISCUSSION ITEMS

4. Ad Hoc Committee on Sheriff's Contract Discussion
   Aaron Palmer, City Manager

   Aaron Palmer, City Manager, introduced the item.

   Councilmember Hernandez provided a report for the Council.

   Sutter County Undersheriff Scott Smallwood addressed questions from the Council.

   The following members of the public submitted written public comments: Mathew Gulbrandsen, Rudy Heredia, and Michele Curiel.

   Council action: Direction provided to staff.

5. City Council Consideration to Advertise for Bids for City of Live Oak Pennington Road East Overlay Project
Scott Rolls, City Engineer

Scott Rolls, City Engineer, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: AUTHORIZE THE CITY ENGINEER TO ADVERTISE THE CITY OF LIVE OAK PENNINGTON ROAD EAST OVERLAY PROJECT.
(MOTION: GHAG; SECOND: SANTANA)

VOTE: MOTION PASSED UNANIMOUSLY

BUSINESS ITEMS

6. Approval of Contracts with Eco Green Solutions
Luis Cibrian, Parks and Recreation Director

Luis Cibrian, Parks and Recreation Director, introduced the item.

Anthony Mitchell, Eco Green Solutions, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: APPROVE CONTRACTS (3) WITH ECO GREEN SOLUTIONS.
(MOTION: GHAG; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

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

Aaron Palmer, City Manager, announced Pumpkin Paint Night is scheduled for Wednesday, October 25, 2023, at 6:00 pm.

COUNCILMEMBER COMMENTS

Councilmember Hernandez touched on the business grants and exterior upgrades to some of the businesses located on Broadway outside of the City's grant funding program.

Councilmember Santana asked that the illegal fireworks information be on the digital reader board all year long and briefly discussed the negotiations between the Glenn County Sheriff's Office and the City of Willows for law enforcement services.

Councilmember Ghag addressed the West Nile Virus activity in the area and throughout California.

Vice Mayor Chapdelaine touched on the mosquito activity as well and his attendance at the Water, Sewer, and Storm Drain and the Streets, Lights, and Traffic Committee meetings.

ADJOURNMENT

Mayor Woten adjourned the meeting at 8:19 pm.

Bob Woten, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

# City of Live Oak
# Report to City Council

**Meeting Date:** November 1, 2023

**Title:** City Projects Update

**Contact Information:** Ron Walker, Director of Public Works

**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. The information telephone number is (530) 557-2023. City staff has performed a project walk-through with the project management company and the construction company to look for items that have not been completed according to the contract yet. A very small punch list has been developed and discussed with the contractor. Included in the list is a few feet of curb work yet to be completed.
2. Pennington - East Project: The council has authorized staff to advertise for bids.
3. P Street Lift Station Improvement Project: Staff will update as funds become available.
4. Wastewater Treatment Plant Solar Project: A draft proposal for project management services has been rejected by the City Attorney. Staff has contacted the design company for alternatives.
5. Wastewater Treatment Plant Headworks Rehabilitation Project: Staff will update as funds become available.
6. Well 7 and Well 4 Generator Grant Project: Staff will update as funds become available.
7. Customer Complaint Project: City Clerk, Clarissa Menchaca, and Public Works Director, Ron Walker, recently participated in a kick-off meeting with the OneView design and implementation team. We anticipate that this project will be finished within the next 3-6 months.
8. Welcome to Live Oak Signs: City staff has received an updated package from Arrow Sign Co. The city engineering staff will continue working on the project as time allows, but this project is fourth in line behind three other projects.
9. Streets Master Plan: Staff will update as funds become available.
10. Dog Park: The City Parks and Recreation Director, Luis Cibrian, has ordered benches, a doggy drinking fountain, a "Doggy and Me" drinking fountain, and pet waste stations for the project. This decision resulted in a savings of nearly $1,800 compared to the original cost estimates. This project is expected to be completed in April of the upcoming year.

**Analysis:** This report is a City Projects Update.

**Fiscal Impacts:** None.

**Recommendation:** Receive and file.

LIVE OAK
CALIFORNIA

# City of Live Oak
# Report to City Council

**Meeting Date:** November 1, 2023

**Title:** California Department of Resources Recycling and Recovery (CalRecycle) a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2024-25 Yuba County Applicant on Behalf of the City of Live Oak

**Contact Information:** Aaron Palmer, City Manager

**Location:** City Wide

**Background:** The County of Yuba Environmental Health operates as the Yuba-Sutter LEA (Local Enforcement Agency) to perform waste tire activities on behalf of the City of Live Oak. In order for Yuba County to submit to the California Department of Resources Recycling and Recovery a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2024-25 on behalf of the City of Live Oak, it is necessary for the Council to adopt a resolution authorizing and empowering the County of Yuba to execute all grant-related documents, including, but not limited to applications, payment requests, agreements, and amendments necessary to secure grant funds and implement and carry out the purposes specified in the grant application, and to further authorize the County of Yuba to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Live Oak during the term of Fiscal Year 2024-25 Local Government Waste Tire Enforcement Grant. The City has been partnering annually with Yuba County since 2011 in this program. Information regarding the program can be found on the Yuba County Environmental Health Website at https://www.yuba.org/departments/community_development/environmental_health/solid_waste_(lea)/waste_tire_management/index.php.

**Fiscal Impacts:** None.

**Recommendation:** Adopt resolution.

**Attachments:**

Resolution

Resolution No.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK AUTHORIZING THE COUNTY OF YUBA TO SUBMIT TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY, A COLLABORATIVE APPLICATION FOR WASTE TIRE ENFORCEMENT GRANT, FISCAL YEAR 2024-25 ON ITS BEHALF

WHEREAS, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle), to administer various Grant Programs (Grants) in furtherance of the State of California's (State) efforts to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, funds are allocated and available from the CalRecycle for Grants to cities, counties, and cities and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities of entities and/or individuals involved with the waste tire industry; and

WHEREAS, CalRecycle has been delegated the responsibility for the administration of the Program within the State; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish necessary procedures governing the application, awarding and management of the Grants; and

WHEREAS, procedures established by the State and CalRecycle require each Applicant's governing body to certify by resolution its approval of the submittal of a Grant Application to CalRecycle; and

WHEREAS, the County of Yuba has agreed to perform waste tire activities on behalf of the City of Live Oak.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Live Oak authorizes the County of Yuba to submit to the California Department of Resources Recycling and Recovery a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2024-25 on its behalf; and

BE IT FURTHER RESOLVED that the County of Yuba is hereby authorized and empowered to execute all Grant-related documents, including, but not limited to Applications, Payment Requests, Agreements, and Amendments necessary to secure Grant funds and to implement and carry out the purposes specified in the Grant Application, and that the County of Yuba is hereby authorized to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Live Oak during the term of Fiscal Year 2024-25 Local Government Waste Tire Enforcement Grant.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 1st day of November, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Bob Woten, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

# City of Live Oak
# Report to City Council

| | |
|---|---|
| **Meeting Date:** | November 1, 2023 |
| **Title:** | Approval of New Contract with Raney Planning and Management, Inc. for Staff and Project Based Planning Services |
| **Contact Information:** | Aaron Palmer, City Manager |
| **Location:** | City Wide |
| **Background:** | Earlier this year, Rainey Planning and Management, Inc. (Rainey Planning) informed the City that they wanted to get back to their core service of providing project planning services. They desired to move away from providing day-to-day staffing services for planning departments. The City hired Rainey Planning in December 2017 to provide day-to-day contract staff planning services. The City included in the Fiscal Year 2023-24 Budget a full-time Senior Planner to take over the day-to-day planning duties. The City is actively recruiting for this position. Rainey Planning will continue to perform the day-to-day planning services until a senior planner has been hired. The City Attorney has reviewed and approved of the contract. |
| **Fiscal Impacts:** | Rainey Planning's hourly charges are provided in their proposal. The average number of staff hours they billed over the last 12 months was 42 hours per month for general planning services. Any special projects are billed to specific project or grant funding. |
| **Recommendation:** | Approve a new services contract with Raney Planning and Management, Inc. for staff and project based planning services. |

**Attachments:**

Professional Services Agreement Raney Planning

# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of November 1, 2023, by and between the City of Live Oak ("City") and Raney Planning & Management ("Consultant").

## RECITALS

A. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.

B. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law, and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.

C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

## AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit "A" which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit "A," subject to the direction of the City.

2. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until for a period not to exceed three years or until terminated as set forth in Section 6 (Termination) of this Agreement.

3. Compensation. Compensation to be paid to Consultant is in accordance with Exhibit "B", which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billing to City describing the services provided during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any applicable reimbursable expense. Any reimbursable expense will be agreed to by the City in advance. City shall pay Consultant within a reasonable time upon approval of the monthly invoice by City staff, such approval to not be unreasonably withheld.

5. Additional Services. At any time during the term of this Agreement, City may request that Consultant provide Additional Services. As used herein, "Additional Services" means any services which are determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City as evidenced by a specific Task Order that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services.

6. Termination. This Agreement may be terminated by the City at any time. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. The City acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such services, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall not be held liable for any modification or reuse of the City-owned instruments of service for purposes outside this Agreement. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request. Nothing herein shall be construed as a limitation on Consultant's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.

8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted

a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records

    a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

    b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 9955 Live Oak Blvd., Live Oak, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2)).

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Raney Planning & Management, Inc. and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.

16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, to the extent resulting from Consultant's negligence, recklessness or willful misconduct, except for any such claim arising from the sole negligence, active negligence, reckless or willful misconduct of the City, its officers, agents, employees, or volunteers.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City of Live Oak**
**9955 Live Oak Blvd**
**Live Oak, CA 95953**
**Attn: Aaron Palmer**

If to Consultant: **Raney Planning & Management, Inc.**
**1501 Sports Drive, Suite A**
**Sacramento, CA 95834**
**Attn: Kevin Valente, AICP**

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

21. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of the City. Consultant shall be fully responsible to City for all acts or omissions of any subcontractor of Consultant. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.

25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.

26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.

28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29. Equal Opportunity Employment. Consultant represents that Consultant is an equal opportunity employer and Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited

to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the date first written above.

| **CITY OF LIVE OAK** | **RANEY PLANNING & MANAGEMENT, INC.** |
|---|---|
| By: _____<br>Aaron, Palmer, City Manager | By: _____<br>Title: _____ |
| ATTEST: | Business License #: _____ |
| By: _____<br>Clarissa Menchaca, City Clerk | Tax ID No.: _____ |

APPROVED AS TO FORM:

By: _____
Nicole Delerio-Rosser, City Attorney

Attachments: Exhibit A – Scope of Services
Exhibit B – Schedule of Rates
Exhibit C – Insurance Requirements

# Exhibit "A"
## Scope of Services

RANEY
PLANNING & MANAGEMENT, INC.

WWW.RANEYMANAGEMENT.COM

NORTHERN CALIFORNIA
1501 SPORTS DRIVE, SUITE A
SACRAMENTO, CA 95834
TEL: 916.372.6100 • FAX: 916.419.6108

June 1, 2023

Aaron Palmer, City Manager
City of Live Oak
9955 Live Oak Blvd.
Live Oak, CA 95953

**Re: Scope of Work to Provide On-Call Planning Services for the City of Live Oak**

Dear Mr. Palmer:

On behalf of Raney, a division of Raney Planning & Management, Inc., I am pleased to submit the following scope of services for on-call planning services in the City of Live Oak, California.

### Proposed Approach to Providing Planning Services

Senior Planner, Kevin Valente, AICP has served as the City of Live Oak Planning Manager since 2017 and the current pm-call planning services contract will expire on June 30, 2023. The City is in the process of hiring a new Planning Manager or Senior Planner. Raney has provided the following scope of work to provide on-call planning services.

Raney is proposing to provide on-call planning services for the City of Live Oak including training and guiding the new Planning Manager or Senior Planner during this transition and the processing of development applications as determined by the City of Live Oak.

Raney's approach to providing planning services is to work closely with City planning staff in order to facilitate the development review process and encourage economic development. Raney will review and process development applications in a timely fashion that is both transparent and consistent with City policies, as well as implement policy direction from the City Council. As an extension of City planning staff, Raney will be dedicated to the needs of the City. For active applications, Raney will have a schedule and plan in place that clearly outlines the steps necessary to complete the planning review. Raney will attend City staff meetings as needed, provide updates on projects, identify upcoming issues and offer potential solutions. Raney is experienced in working in a collaborative manner and will identify the most effective and efficient plan to accomplishing the goals and objectives of the City.

As directed by the City Manager, Raney will develop a project-based budget for each assignment that allows the City to recover any project-related costs by billing the project applicant against the project. A scope, schedule, and budget will be prepared and approved by the City Manager for each of these types of projects and invoices to the City will clearly identify the project and work accomplished. The tasks will be summarized in the Technical Scope of Services and costs by task will be included in a cost spreadsheet. The costs will be based on the estimates of time for each task provided in the chart. Costs will be billed on a time and materials basis up to the maximum established budget for each phase, following Raney standard billing rates as outlined in *Attachment A: Raney 2023 Billing Rates*.

# Exhibit "A"
## Scope of Services (Continued)

RANEY
PLANNING & MANAGEMENT, INC.

WWW.RANEYMANAGEMENT.COM

NORTHERN CALIFORNIA
1501 SPORTS DRIVE, SUITE A
SACRAMENTO, CA 95834

### DEVELOPMENT APPLICATION PLANNING SERVICES

The following describes the process by which Raney typically follows to provide planning services for projects involving entitlement reviews/requests or application processing.

Project Initiation
The objective of this task is to coordinate with City staff to receive all project information related to the project for planning services. In addition, Raney will establish communication protocols and budget for the processing of the project and provide a project-specific scope of work.

Application Review
The objective of this task is to perform a site visit, if necessary, and review the applicant's application materials for completeness and consistency with the City's adopted plans and policies as well as State Law requirements. In addition, Raney will review the project against applicable zoning requirements. If required, Raney will prepare a Letter of Completeness/Incompleteness to the applicant following the application review. If a Letter of Incompleteness is necessary for a project, Raney would work with the applicant to resolve the issues, as needed. Additionally, Raney will coordinate with City staff to route the application to appropriate City departments and outside responsible agencies for review. In addition, Raney would coordinate with the City to determine whether CEQA documentation is required.

Agency Coordination
The objective of this task is to coordinate with outside agencies, if necessary, and appropriate departments and agencies such as City Departments and public service providers, including LAFCo if necessary, throughout processing of the project to ensure all requirements are met.

Prepare Staff Reports and Other Required Documentation for Entitlement Activities
The objective of this task is to summarize the findings of the application review and required conditions of approval and to prepare the necessary staff reports for hearings, including ordinances and resolutions. Raney would prepare staff reports in the standard City format that contain all required findings, conditions of approval, ordinances, and resolutions. Raney would submit draft staff reports to the City for review prior to the public hearings, as well as revise the draft staff reports pursuant to City comments, if necessary.

Prepare Public Noticing
The objective of this task is to prepare the required noticing for the project approval hearing before the hearing on the project. Raney will coordinate with City staff to ensure the noticing is provided in accordance with California Government Code requirements and standard City processes.

Project Management, Meetings, and Hearings
The objective of this task is to ensure close, extensive coordination and interaction with City staff and the project team, as well as attend any meetings and hearings during the course of the project, as required. In addition, as part of project management, Raney would assist the applicant to address and resolve any issues that may arise during the projects review, as well as any public inquiries regarding the proposed project.

Other Planning Services
Depending on the type of project Raney has been asked to review, additional tasks may be necessary. For example, a project requiring a Development Agreement may require Raney to

negotiate the terms on behalf of City staff and to coordinate extensively with the City Attorney. A project requiring an annexation, may require coordination with LAFCo to ensure all LAFCo issues are addressed, and could even include the preparation of the annexation application or Plan for Services, as needed. Raney would coordinate with City staff at the project initiation step and include any of the other planning services needed specific to each project are included in the scope of work for each project.

Thank you for the opportunity to submit our scope of services for your consideration. We look forward to the continued opportunity to work with you and provide on-call planning services to the City of Live Oak. Please do not hesitate to contact me if you have any questions regarding this proposal.

Sincerely,

Kevin Valente, AICP, Senior Planner
Raney Planning & Management, Inc.
kvalente@raneymanagement.com

**Attachment A:** Raney 2023 Billing Rates

# Exhibit "B"
## Schedule of Rates

### ATTACHMENT A

### Raney 2023 Billing Rates

#### ENVIRONMENTAL AND PLANNING 2023 BILLING RATES

The following is a summary of Raney, a division of Raney Planning & Management, Inc., Billing Rates for the provision of environmental and planning services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

| | |
|---|---|
| Tim Raney, AICP, President | $235/hour |
| Cindy Gnos, AICP, Senior Vice President | $215/hour |
| Nick Pappani, Vice President | $195/hour |
| Rod Stinson, Vice President | $195/hour |
| Angela DaRosa, Division Manager | $175/hour |
| Kevin Valente, AICP, Senior Associate | $155/hour |
| Associate | $135/hour |
| Administrative | $85/hour |

#### AIR QUALITY 2023 BILLING RATES

The following is a summary of the Billing Rates for the provision of air quality and GHG analysis services. Please note that Raney will provide a complete scope of services and cost estimate by task based on hours, upon request.

| | |
|---|---|
| Rod Stinson, Air Quality Specialist | $175/hour |
| Angela DaRosa, Air Quality Specialist | $175/hour |
| Air Quality Technician | $155/hour |

#### OTHER COST INFORMATION

- Overhead charges for technical sub-consultants, travel, and copying/printing: 10%
- Travel: Billed at cost
  - It should be noted that Raney charges mileage at the Federal Standard Mileage Rate provided by the IRS.
- Copying and Printing: Billed at cost
  - Black & White (8.5" x 11"): 15¢/per page
  - Color (8.5" x 11"): 30¢/per page

RANEY
PLANNING & MANAGEMENT, INC.

# Exhibit "C"
## Insurance Requirements

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees. Consultant shall maintain limits no less than:

| | |
|---|---|
| 1. Commercial General Liability, Including:<br>Premises and Operations<br>Contractual Liability<br>Personal Injury Liability<br>Independent Contractors<br>Bodily Injury, Property Damage | $2,000,000 per occurrence and<br>$2,000,000 general aggregate |
| 2. Automobile Liability:<br>Owned, Non-Owned,<br>and Hired Autos | $1,000,000 per accident for<br>bodily injury and property<br>damage |
| 3. Workers' Compensation: | As required by the State of California |
| 4. Employer's Liability: | $1,000,000 per accident for bodily injury or disease |
| 5. Professional Liability: | $1,000,000 per claim and $2,000,000 annual aggregate |

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the City.

# Exhibit "C"
## Insurance Requirements (Continued)

If General Liability and Professional Liability coverages are written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Waiver of Subrogation

Consultant hereby agrees to waive subrogation which any insurer of consultant may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the consultant, its employees, agents and subcontractor.

LIVE OAK
CALIFORNIA

# City of Live Oak
# Report to City Council

| | |
|---|---|
| **Meeting Date:** | November 1, 2023 |
| **Title:** | Reappointment of Council Member Ghag to the Sutter-Yuba Mosquito & Vector Control District Board |
| **Contact Information:** | Aaron Palmer, City Manager |
| **Location:** | Citywide |
| **Background:** | Council Member Ghag currently serves as the City's appointed member to the Sutter-Yuba Mosquito & Vector Control District (MVCD) Board. Council Member Ghag's term ends December 31, 2023. |
| **Analysis:** | Council Member Ghag has served well on the Sutter-Yuba MVCD Board. Council Member Ghag has expressed his desire to remain on the Sutter-Yuba MVCD Board. Council Member Ghag has taken his commitment to the Sutter-Yuba MVCD Board seriously and always gives detailed reports to the City Council regarding MVCD business. The District has expressed that Council Member Ghag be reappointed for another four year term, which would expire December 31, 2027. |
| **Fiscal Impacts:** | None. |
| **Recommendation:** | Reappoint Council Member Ghag to the Sutter-Yuba Mosquito & Vector Control District Board with a term ending December 31, 2027. |

**Attachments:**

Letter to the Council

Sutter-Yuba
Mosquito & Vector Control District

**MANAGER**
*Stephen E. Abshier*

**GENERAL FOREMAN**
*Mervin H. Hunt*

**ADMIN. MGR.**
*Kayla G. Valencia*

October 20, 2023

City of Live Oak
City Council Members
9955 Live Oak Blvd
Live Oak, CA 95953

To: Members of the City Council

The term of Mr. Lakhvir Ghag, your representative on the Board of Trustees of the Sutter-Yuba Mosquito & Vector Control District, expires on December 31, 2023.

Mr. Ghag has become a valuable Board member, dedicated to ensuring financial stewardship of the Sutter-Yuba Mosquito & Vector Control District resources, and committed to overseeing an effective program. The Board would welcome his reappointment. The four year term would begin January 1, 2024 and end December 31, 2027. If you have any questions, please telephone our office at 530 674-5456.

Sincerely,

Stephen Abshier
Manager

Post Office Box 726, 701 Bogue Road
Yuba City, California 95992
530/674-5456
Fax 530/674-5534