



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA MAY 6, 2026 6:00 PM

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

MEMBERS OF THE COUNCIL

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

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

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

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

Public Participation Options:

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.
 - **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that emailed comments will NOT be read aloud during the meeting unless an approved accommodations request has been granted.
 - **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 reflected in the meeting minutes. Please note that eComments will NOT be read aloud during the meeting unless an approved accommodations request has been granted.
- **Remote Participation – Viewing Only - No Public Participation via Remote:**
 - The meeting will be livestreamed for public viewing, but not participation, as follows:

- *Granicus livestream:* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
 - *Zoom livestream:*
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/84127189943>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 841 2718 9943
-

AGENDA

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

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

PRESENTATIONS AND RECOGNITIONS

PUBLIC COMMENT

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

CONSENT ITEMS

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

1. City Council Meeting Minutes
Recommendation: Approve the April 15, 2026, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. Approval of the Amended and Restated Joint Exercise of Powers Agreement with Lake County for Participation in the Regional Housing Authority (RHA)
Recommendation: Approve the Amended and Restated Joint Exercise of Powers Agreement between the Counties of Sutter, Nevada, Yuba, Colusa, and Lake, and the Cities of Live Oak, Yuba City, and Colusa, for the purpose of creating a RHA.
(Gustavo Becerra, Executive Director, Regional Housing Authority)

3. Declaration of Surplus Land and Exempt Surplus Land
Recommendation: Adopt a resolution declaring certain City-owned properties to be exempt surplus land and certain other City-owned properties to be surplus land and directing the City Manager to follow the procedures set forth in the Surplus Land Act for the sale of such properties.
(Benjamin Moody, City Manager)

BUSINESS ITEMS

4. Transportation Development Act (TDA) Claim - Fiscal Year 2021-22
Recommendation: Adopt a resolution authorizing the submission of the Annual Transportation Development Act (TDA) Claim for Fiscal Year 2021-22 to the Sacramento Area Council of Governments (SACOG).
(Ethan Gutierrez, Finance Director)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER REPORTS / COMMENTS / REQUESTS

ADJOURNMENT

CITY OF LIVE OAK
STAFF REPORT

Date: May 6, 2026
To: Honorable Mayor & Members of the City Council
From: Clarissa Menchaca, City Clerk

Subject: City Council Meeting Minutes

Background:

Submitted for approval are the April 15, 2026, City Council Regular Meeting minutes.

Recommendation:

Approve the April 15, 2026, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES APRIL 15, 2026 6:00 PM

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

MEMBERS OF THE COUNCIL

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

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

Meeting called to order by Mayor Chapdelaine at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:01 pm.

ROLL CALL

Present: Councilmember Santana, Vice Mayor Pamma, and Mayor Chapdelaine

Absent: Councilmembers Woten and Hernandez

**Clerk's Note: Councilmember Woten arrived at 6:08 pm.

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Mayor Pamma led the Pledge of Allegiance. Mayor Chapdelaine 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

There were no presentations or recognitions.

PUBLIC COMMENT

The following member of the public addressed the Council: Elisabeth Davit.

CONSENT ITEMS

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

MOTION: APPROVE THE CONSENT AGENDA.
(MOTION: CHAPDELAIN; SECOND: PAMMA)

VOTE: MOTION PASSED 3-0-2
AYES: COUNCILMEMBER SANTANA, VICE MAYOR PAMMA, AND MAYOR CHAPDELAIN
NOES: NONE
ABSENT: COUNCILMEMBERS WOTEN AND HERNANDEZ

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: April 1, 2026, City Council Special Meeting minutes approved.

2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: April 1, 2026, City Council Regular Meeting minutes approved.

3. Authorize the City Manager to Submit an Application for Funding for the Live Oak System Preservation Project
Benjamin Moody, City Manager
Council action: Resolution No. 09-2026 authorizing the City Manager, or his designee, to submit an application for funding for the “Live Oak System Preservation Project” to SACOG under the “System Preservation Program” adopted.

4. Road Rehabilitation – Contract Award with All American Construction
Benjamin Moody, City Manager
Council action: 1) City Manager authorized to enter into an agreement with All American Construction, Inc. for road rehabilitation work at various locations, in the amount of \$141,547.59, with a 15% contingency, subject to approval as to form by the City Attorney, with the finding that this action is in the best interest of the City by piggybacking on Sutter County Contract No. RR31002636S; and 2) Finance Director authorized to make a supplemental appropriation to amend the Fiscal Year 2025-26 budget to be able to receive and expend Transportation Development Act (TDA) funding in the amount of \$177,000, and take any other necessary actions to allocate the funding for use in accordance with the funding requirements.

BUSINESS ITEMS

5. City Property Review – Surplus Lands
Benjamin Moody, City Manager

Benjamin Moody, City Manager, provided a presentation for the Council.

Public Comment was opened and closed without any speakers.

Council action: Provided direction to staff on city-owned parcels for declaration as surplus properties.

PUBLIC HEARING ITEMS

6. Master Fee Schedule Update
Ethan Gutierrez, Finance Director

Ethan Gutierrez, Finance Director, provided a presentation for the Council.

Public Hearing was opened at 7:26 pm.

Public Comment was opened and closed without any speakers.

Public Hearing was closed at 7:26 pm.

MOTION: ADOPT A RESOLUTION AMENDING THE MASTER FEES SCHEDULE WHICH INCLUDES: 1) AUTHORIZING THE IMPLEMENTATION OF THE UPDATED MASTER FEE SCHEDULE BEGINNING MAY 1ST, 2026, EXCLUDING THE PLANNING FEES; AND 2) AUTHORIZE THE FINANCE DIRECTOR TO ANNUALLY REVIEW AND ADJUST ALL FEES EACH JULY, BEGINNING JULY 1, 2027, IN ACCORDANCE WITH THE CALIFORNIA CONSUMER PRICE INDEX (CPI) FOR URBAN CONSUMERS.
(MOTION: PAMMA; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED 4-0-1
AYES: COUNCILMEMBERS WOTEN, SANTANA, VICE MAYOR PAMMA, AND MAYOR CHAPDELAINE
NOES: NONE
ABSENT: COUNCILMEMBER HERNANDEZ

Reference Resolution No. 10-2026.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

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

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

City Manager Benjamin Moody reported that the city is coordinating with Sutter County on a paving contract. Construction activity is expected to begin later this week, with signage and road grinding scheduled on N Street and Nevada Street ahead of paving planned for next Monday. He also shared that he met this week with the Sheriff and the Sutter County CAO regarding public safety contracts. The meeting was productive, with progress made toward a more collaborative, team-based approach. However, adjustments will be necessary to meet the city's funding needs, and those changes will result in some reductions in service levels. The current goal is to maintain deputy coverage 24/7, with a supervisor available during daytime hours. Lastly, he provided an update on a potential joint revenue measure with Sutter County and the City of Yuba City.

COUNCILMEMBER COMMENTS

Councilmember Santana inquired about the status of the potential joint revenue measure involving Sutter County and the City of Yuba City.

Vice Mayor Pamma thanked staff for their efforts and noted it would be beneficial to bring forward code enforcement fees for Council consideration. He also highlighted upcoming community events, including Punjabi Night at the high school on Friday evening and the Farmers Market senior project on Saturday.

Councilmember Woten touched on his attendance at a Regional Housing Authority meeting, highlighting the agency's proactive approach to property maintenance. He also recognized the agency for several improvements and projects that have been completed on properties located within the community.

Mayor Chapdelaine recognized staff for the items brought before Council, noting the comprehensiveness and action-driven reports presented. He also noted it was encouraging to see the proactive approach by the Regional Housing Authority regarding property maintenance. He reported attending meetings with the Sutter Butte Flood Control Agency and the Sacramento Area Council of Governments (SACOG) last week. He also highlighted an upcoming SACOG board meeting and noted the city is entering grant season, with significant work expected over the next few months as various funding opportunities open and the city prepares to apply for potential awards.

ADJOURNMENT

Mayor Chapdelaine adjourned the meeting at 7:42 pm.

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

CITY OF LIVE OAK
STAFF REPORT

Date: May 6, 2026
To: Honorable Mayor & Members of the City Council
From: Gustavo Becerra, Executive Director, Regional Housing Authority

Subject: Approval of the Amended and Restated Joint Exercise of Powers Agreement with Lake County for Participation in the Regional Housing Authority (RHA)

Summary: Recommendation: Approve the Amended and Restated Joint Exercise of Powers Agreement between the Counties of Sutter, Nevada, Yuba, Colusa, and Lake, and the Cities of Live Oak, Yuba City, and Colusa, for the purpose of creating a RHA.

Fiscal Impact: There is no direct fiscal impact to the City of Live Oak associated with approving the Amended and Restated Joint Exercise of Powers Agreement.

Purpose:

Obtain City Council approval of the Amended and Restated Joint Exercise Powers Agreement to include Lake County as a participating member of the RHA.

Background:

The RHA provides rental assistance through the Housing Choice Voucher (HCV) program to eligible clients within multiple jurisdictions, as authorized by the Amended and Restated Joint Exercise of Powers Agreement approved in July 2016.

The Lake County Housing Authority has expressed a desire to consolidate the management and operations of its HCV, Emergency Housing Voucher (EHV), and Veterans Affairs Supportive Housing (VASH) programs with a larger regional entity. This consolidation aims to improve program administration and efficiency through a unified RHA.

Analysis:

At its meeting on April 16, 2025, the RHA Board of Commissioners approved a proposal to consolidate with Lake County to administer Lake County's HCV (Section 8), EHV, and VASH programs, as well as the associated Annual Contributions Contract.

In accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD), approval from each participating jurisdiction is required before the

Agenda Item 2.

consolidation can be finalized. The inclusion of Lake County in the RHA will expand the reach and administrative capacity of the regional agency, fostering greater consistency and resource sharing across participating counties and cities.

Approval of the Amended and Restated Joint Exercise of Powers Agreement will allow the City of Live Oak to continue participation in the RHA and support the inclusion of Lake County, enhancing coordination and delivery of housing assistance programs across the region.

The City of Live Oak City Council previously approved this item at its October 15, 2025 Regular Meeting. However, not all participating jurisdictions adopted the proposal, resulting in the item being returned to the Council for reconsideration and approval. The revisions are reflected in the agreement included in the staff report.

Fiscal Impact:

There is no direct fiscal impact to the City of Live Oak associated with approving the Amended and Restated Joint Exercise of Powers Agreement.

Recommendation:

Approve the Amended and Restated Joint Exercise of Powers Agreement between the Counties of Sutter, Nevada, Yuba, Colusa, and Lake, and the Cities of Live Oak, Yuba City, and Colusa, for the purpose of creating a RHA.

Attachments:

[Amended__Restated_JPA_of_HA_admitting_Lake_Co_2-12-2026_edits_4-14-2026](#)

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN SUTTER, NEVADA, YUBA, ~~AND~~ COLUSA AND LAKE COUNTIES,
AND THE CITIES OF LIVE OAK, YUBA CITY AND COLUSA, FOR THE PURPOSE
OF CREATING A REGIONAL HOUSING AUTHORITY

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is made and entered into ~~this-effective July 1, 6th day of July, 2026~~16, by and between the counties of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake (collectively “Counties”) and the cities of Yuba City, Live Oak and Colusa (collectively “Cities”). Counties and Cities are collectively referred to as “Members” or “Member Agencies.” This Agreement supersedes ~~and repeals~~ the “Agreement Creating the Regional Housing Authority of Sutter & Nevada Counties” approved as of April 20, 2011 (“Original Agreement”) and the Amended and Restated Agreement (“Agreement”) approved as of July 6, 2016.

WITNESSETH

WHEREAS, each Member is empowered by law to establish a housing authority within its respective geographical territory, pursuant to Health & Safety Code sections 34340, et seq (the “Housing Authority Law”) and to participate in federal housing programs; and

WHEREAS, Government Code Section 6500, et seq, (the “JPA Law”) authorizes public agencies to enter into an agreement related to the joint exercise of power common to the parties to the Agreement, and the exercise of such additional powers as granted under the JPA Law; and

WHEREAS, Health & Safety Code Section 34324 allows two or more authorities to join or co-operate with one another in the joint exercise of any or all of their powers, including the ability to form a Regional Housing Authority; and

WHEREAS, each Member has determined by resolution that it has a need for a Housing Authority to function within its jurisdiction, that a housing authority exists within its jurisdiction (except in the case of the County of Colusa and City of Colusa) and that said housing authority is duly authorized by law to participate in a Regional Housing Authority as contemplated by this Agreement; and

WHEREAS, in 1946 the County of Sutter established a County Housing Authority, which duly operated as such until 1994 under the applicable provisions of the Housing Authority Law; and

WHEREAS, the cities of Live Oak and Yuba City declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243; and

WHEREAS, in 1992 the County of Sutter and the cities of Live Oak and Yuba City formed a consolidated housing authority known as the Consolidated Area Housing Authority of Sutter County, which duly operated as such until 2011; and

WHEREAS, in 1992 the County of Nevada established a County Housing Authority, which duly operated as such until 2011; and

WHEREAS, in April 2011 the Consolidated Area Housing Authority of Sutter County and the Nevada County Housing Authority entered into a Joint Exercise of Powers Agreement to create the Regional Housing Authority of Sutter & Nevada County, which has duly operated as a regional housing authority since that time; and

WHEREAS, in 1980, the County of Yuba established a County Housing Authority, which has duly operated as such since then; and

WHEREAS, in 2016, the County of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2016, the City of Colusa declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, in 2025, the County of Lake declared a need for a housing authority within their respective jurisdictions and made the statutory findings to support said need, as required by Health & Safety Code sections 34242 and 34243;

WHEREAS, the Member Agencies deemed it necessary and appropriate to create a separate public entity under a joint exercise of powers agreement, to form, participate in and operate a Regional Housing Authority encompassing the geographical territories of the Member Agencies to address regional and area-wide housing problems, combine their respective resources and direct their respective efforts in a more concentrated manner toward the alleviation of such problems. The Members further recognize that the creation of a Regional Housing Authority will permit unified long-term approaches to addressing housing issues within expanded yet cohesive areas of operation; and,

WHEREAS, upon the adoption of this Agreement and the appointment of all additional Commissioners hereto, title to all properties owned or held by or in trust for the housing authorities operated by the County of Lake~~counties of Yuba or Colusa and/or City of Colusa~~, together with all debts, demands, liabilities or other obligations existing in favor of or against such housing authorities shall become those of the Regional Housing Authority.

NOW THEREFORE, the Boards of Supervisors of the Counties of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake and the City Councils of Live Oak, Yuba City and Colusa for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Formation of Agency. The Regional Housing Authority of Sutter and Nevada Counties (“Authority”) was established in 2011 as an authority and a public entity separate and distinct from its Members, and which may sue and be sued. The Authority was amended in 2016 to add the counties of Yuba and Colusa, and the City of Colusa as Member Agencies. The Authority is hereby further amended to add the County of Lake~~counties of Yuba and Colusa, and the City of~~

Colusa as a Member Agency~~ies~~ and, is hereby renamed as the Regional Housing Authority, servicing the communities of Sutter, Nevada, Yuba, ~~and~~ Colusa and Lake Counties. A county or city may become a Member of the Authority upon (1) its governing body expressly ratifying and adopting this Agreement, and (2) amendment of this Agreement pursuant to Paragraph 14, below.

2. Purpose. The purpose of this Agreement is to create a separate public entity to provide for the joint participation by Members, as Members of the Authority, to:
 - (a) Address regional and area wide housing problems;
 - (b) Provide for unified long-term approaches to addressing housing needs within the scope of the Authority's jurisdiction;
 - (c) Prevent unnecessary duplication of effort on behalf of Members;
 - (d) Assume any additional purposes, duties and functions as may be determined by all parties to this Agreement.

3. Powers. The Authority shall have any and all common powers of the individual housing authorities organized and operated by the parties to this Agreement, and the powers separately conferred by law upon the Authority. All such powers, whether common to the parties or separately conferred by law upon the Authority, are specified as powers of the Authority except any such powers that are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of any of its respective Member Agencies and designates Sutter County as such.

4. Governing Board. The governing board of the Authority shall be referred to as the "Board of Commissioners" and shall be composed of the following ~~directors~~Commissioners:
 - (a) Member Representatives. Two (2) persons appointed by the governing bodies of each Member Agency.
 - (b) Tenant Representative. As required by Health & Safety Code Section 34246.5, one Tenant Commissioner to be recommended by the Board of Commissioners and jointly appointed by the governing bodies of all Member Agencies. The Tenant Commissioner shall be a tenant of the Authority as of the date of his or her appointment to the Board.
 - (c) Vacancies. Vacancies shall be filled in the same manner as the initial Commissioners are selected.
 - (d) Notification of Appointments. Member Agencies shall notify the Secretary of the Housing Authority, in writing, of all appointments to the Authority Board.
 - ~~(e)~~ Member Representative Terms. Member Representatives shall be appointed to four (4) year terms; provided, however, that no such Commissioner shall continue to be a Commissioner if the appointing board or council ceases to be a Member Agency.
 - ~~(f)~~(e) New Member Representatives. New Members Agencies shall designate one of their initial Member Representatives to serve for an initial term of three (3) years and one to serve for an initial term of four (4) years. All successor appointees to the Board shall be appointed for four (4) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(g)~~(f) Tenant Representative Terms. The term of office of the Tenant Representative shall be two (2) years; provided, however, that no such Representative shall continue to be a Commissioner if the Representative ceases to be a tenant of the Authority. All successor Tenant Representatives shall be appointed to two (2) year terms, except that all mid-term vacancies shall be filled only for the unexpired portion of the term.

~~(h)~~(g) Removal of Commissioners. Pursuant to Health & Safety Code section 34282, Commissioners may be removed for inefficiency, neglect of duty or misconduct in office by the governing body of the Member Agency that appointed him or her or, in the case of a Tenant Representative, by the Board of Commissioners.

~~(i)~~(h) Quorums; Majority Vote Required. ~~Three-fifths (3/5ths)~~ A simple majority of the Commissioners of the Authority shall constitute a quorum for the purpose of conducting business, exercising the powers of the Authority, and for all other purposes. A majority of the directors present shall be required to vote affirmatively for any action in order for said action to be valid and effective.

~~(j)~~(i) Chair; Vice Chair. The Board of Commissioners shall select from its membership a chair and a vice-chair, each of whom shall serve for a term of one year.

~~(k)~~(j) Attendance. Member Agencies understand and agree that, in order for the Authority to function effectively, it is imperative to have an active, engaged and full Board. To that end, Member Agencies will use all due diligence and reasonable efforts to appoint Commissioners who have the time, expertise and interest to participate in the governance of the Authority.

~~(l)~~(k) Board Authority. Upon appointment of all required Commissioners has hereinabove provided, the Authority shall (i) be authorized to exercise all of the powers and transact all of the business which a housing authority is authorized to conduct pursuant to the Housing Authority Law; (ii) be vested with the powers and duties of all housing authorities previously created by Member Agencies and, upon the vesting of such powers and duties, be authorized to exercise all such powers and duties; (iii) be vested with all title, right and interest in any properties or housing projects owned or operated by all housing authorities previously created by Member Agencies and shall immediately transfer to and accept title in the Authority's name of any property owned or held in trust by said housing authorities; (iv) accept and assume any and all debts, demands, liabilities or obligations existing in favor of or against all housing authorities previously created by Member Agencies, and any proceedings of such housing authorities shall become those of the Authority. All such powers and duties, all right, title, and interest to property and all assumptions of debts, demands, liabilities, obligations and proceedings shall be deemed to have the same validity, force and effect as if acquired, incurred, accrued or taken by the Authority.

5. Duties of Governing Board. The Board shall have the following duties and powers:

- (a) To act as the policy making body of the Authority;
- (b) To act as the executive body of the Authority, which power said Board may delegate to staff to the extent the Authority deems appropriate and is otherwise in accordance with law;

- (c) To enter into contracts and to accept and expend funds from federal, state, Member Agencies, and other sources for the purposes specified herein;
 - (d) To prepare, review and update a strategic or other long-term plan for the District, establish priorities for projects and funding applications, make progress reports to applicable federal, state and local agencies related to Authority business, and make such other reports as may be required or appropriate;
 - (e) To assist and work with Member Agencies in providing housing programs or meeting federal, state or local housing requirements or complying with local community desires;
 - (f) To buy, sell and manage property and housing projects, and to hold all right, title and interest in said properties and projects, within the Authority's geographical areas of operation, or by contract as authorized by applicable Health & Safety Code provisions. Pursuant to Health & Safety Code section 34327, the Authority's areas of operation shall be the combined areas of operation for each of its Member Agencies, to wit the Counties and Cities in accordance with Health & Safety Code sections 34208 and 34209.
 - (g) To manage Section 8 housing voucher programs and provide other housing-related services consistent with the authority granted to the Board under the Housing Authorities Law;
 - (h) To exercise the powers and duties of the respective Housing Authorities that were previously established by Member Agencies.
 - (i) To appoint or hire such staff or contract with such entities or individuals as the Board deems necessary to carry out the Authority's functions and purposes.
 - (j) To receive appropriate training and travel reimbursements incurred in the discharge of their duties, in compliance with state law. Commissioners shall not receive any compensation for attending Board meetings other the meeting per diem authorized by Health & Safety Code section 34274.
6. Budget. An annual budget for the operation of the Authority and fiscal year shall be adopted by the Board.
7. Fiscal Year. For purposes of this Agreement, the Authority shall have a fiscal year from April 1 to and including the following March 31.
8. Custody of funds; reporting. As per Section 6505.6 of the California Government Code, the Regional Housing Authority appoints the Executive Director, the Chief Financial Officer or his/her designee(s), with oversight by the Board of Commissioners, to manage ~~be the depository of agency funds and maintain~~ have custody of such agency funds~~all the money of the agency~~. All receipt and payments of public funds shall be paid to and disbursed by Authority which shall be strictly accountable for all funds and responsible for reporting to the Members hereof as requested or otherwise required by law. The Board shall establish reporting requirements and direct staff to maintain such reports, including, but not limited to, funds and accounts as may be required by good accounting practice or by law. All books and records of the Authority shall be open to inspection at all reasonable times by any party to this agreement or its representatives.

Annual audits of the Authority's accounts and records shall be made by an independent CPA firm, and reports shall be filed in the manner provided in Section 6505 of the California Government Code. The Authority shall maintain all such audit report and any management letters arising from said reports for a period of five (5) fiscal years after the report has been issued, and copies of said documents or other public records shall be promptly provided to Member Agencies upon their request.

9. Limitations on Expenditures. The Board and every official or employee of the Authority shall be limited in the making of expenditures or the incurring of liabilities to the amount of appropriations allowed by the budget as adopted by the Board or thereafter revised by the Board. No expenditure of any kind or contract entered into on behalf of Authority without approval by the Board, except as otherwise provided by law, warrants issued, expenditures made or liabilities incurred in excess of any budget appropriation are not a liability of the Authority or a liability of any party to this Agreement.
10. Member Not Liable for Debts of Authority. Pursuant to Section 6508.1 of the California Government Code, the debts, liabilities, and obligations of the Authority shall be those of the Authority and shall not, under any circumstances, constitute debts, liabilities or obligations incurred by any party to this Agreement. Should any debt, liability or obligation of the Authority not be waived or allowed payable through assets of the Authority, none of the members shall be liable.
11. Insurance. During the term of this Agreement, the Authority shall maintain general liability insurance coverage, as well as errors and omissions coverage, in a sum not less than \$2 million per occurrence. The insurance shall contain a written endorsement to such policy or policies which names each of the Member Agencies as additional insureds.
12. Legal Services. The Authority may call upon the Office of the County Counsel for the County of Sutter for legal services, or may employ its own separate legal counsel.
13. Duration of Agreement. Any Member may withdraw from the Authority at any time by providing at least sixty (60) days written notice to the Secretary to the Board. This Agreement shall continue in effect until terminated by agreement or withdrawal of all but one of the County or City Members. Withdrawal by any Member shall relieve said Member from any further rights or obligations to the Authority as of the effective date of the notice of termination.
14. Termination of the Authority. In the event the Authority is terminated by agreement, the property and monies on hand at the time of termination, after all debts and liabilities are paid, shall be distributed among the parties to the then Members of the Authority in accordance with their proportionate contributions thereto. Consistent with applicable laws and restrictions on transfer of properties under the Authority's ownership or control, the Authority may sell such property as may be necessary to pay any outstanding debts, liabilities or obligations of the

Authority upon termination. Any Member who withdraws from the Authority prior to termination of the Authority shall forfeit all of its right, title and interest to all such property and monies; except that any property or housing projects which require ongoing management services or oversight and which cannot be otherwise sold or transferred at the time of dissolution shall become the sole responsibility of the Member Agency in whose jurisdiction the project lies, and shall not be a debt, obligation or other burden on any other Member Agency.

The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, and thereafter shall continue to exercise only such powers as to enable it to pay and discharge all costs, expenses, and charges legally incurred hereunder, and to dispose of, divide and distribute any property required as a result of the joint exercise of such powers.

15. New Members. With the approval of all Member Agencies, any qualified public agency (as defined by Government Code Sections 6500 and the Housing Authority Law) may become a party to this Agreement. A party to this Agreement may be a voting member. A public agency requesting membership may apply by presenting to the Authority a certified resolution of the public agency approving this Agreement. The date and terms upon which the applying public agency will become a member will be determined by the Member Agencies, based on a recommendation from the Board of Commissioners.
16. Agency Designation: Pursuant to Government Code section 6509, the Authority's exercise of power is subject to the restrictions upon the manner of exercising the powers of its Member Agencies and designates Sutter County as such.
17. Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.
18. Entire Agreement; Amendment. This Agreement contains the entire agreement between the parties and supersedes all prior understandings between them with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligation under this Agreement be waived, except by written instrument mutually agreed upon and signed by all Member Agencies.
19. Counterparts; Effective Date. This Agreement may be executed in counterpart and when so executed by each and every party hereto shall be deemed to be executed by all parties as if it were a single document. Said executed counterparts shall be retained by Authority and the Authority shall distribute to all other parties copies of said original counterparts promptly after

execution, or upon request of a Member. The effective date of this Agreement shall be the date on which the last Member Agency executes this Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

CITY OF YUBA CITY

By:
Title:

CITY OF LIVE OAK

By:
Title:

COUNTY OF SUTTER

By:
Title:

COUNTY OF NEVADA

By:
Title:

COUNTY OF YUBA

By:
Title:

COUNTY OF COLUSA

By:
Title:

CITY OF COLUSA

By:
Title:

COUNTY OF LAKE

By:

Title:

CITY OF LIVE OAK
STAFF REPORT

Date: May 6, 2026
To: Honorable Mayor & Members of the City Council
From: Benjamin Moody, City Manager

Subject: Declaration of Surplus Land and Exempt Surplus Land

Summary: Recommendation: Adopt a resolution declaring certain City-owned properties to be exempt surplus land and certain other City-owned properties to be surplus land and directing the City Manager to follow the procedures set forth in the Surplus Land Act for the sale of such properties.

Fiscal Impact: The City will ultimately receive proceeds from the sale of the Exempt Surplus Land and the Surplus Land.

Purpose:

Declare certain City-owned properties as either surplus land or exempt surplus land pursuant to the Surplus Land Act (Gov. Code Section 54220-54232), and offer such surplus land for sale, and initiate a sale process for such exempt surplus land.

Background:

California cities have regulations for selling surplus property, primarily governed by the local municipal code and the state's Surplus Land Act (SLA) for real property. The SLA prioritizes affordable housing and requires specific procedures for disposing of surplus properties. Methods for selling surplus property involve offering it first to public agencies for affordable housing and other public uses before being sold on the open market.

The procedural requirements for disposal of Surplus Land under the Act are as follow:

1. Surplus land is defined to mean essentially all land owned by a city, successor agency, housing authority, joint powers authority, and other local agencies. Prior to any sale or lease of property, a local agency must formally declare land as either "surplus land" or "exempt surplus land" pursuant to a resolution and supported by written findings. The definition of "exempt surplus land" includes properties that are less than one-half acre in area, land that a local agency exchanges for another property necessary for the agency's use, land transferred to another local, state, or federal agency, land that is subject to recorded covenants (not imposed by the agency) that would make housing a prohibited use, among other factors. If the land has been declared as exempt, the SLA does not require the City to comply with the following

Agenda Item 3.

procedural requirements.

2. Prior to selling or leasing any surplus land or entering negotiations for the sale/lease of surplus land with a prospective transferee, a local agency must first offer the property for sale or lease to a "housing sponsor" for affordable housing development by issuing a Notice of Availability ("NOA"). The term "housing sponsor" generally means an affordable housing developer (who has registered with the Department of Housing and Community Development ("HCD")).

3. In addition to sending a NOA to housing sponsors for surplus land, a local agency must also send a NOA to any park or recreation department or regional park authority with jurisdiction over the area, school districts (if the land is suitable for school facilities), and the State Resources Agency (SRA), for purposes of park, recreation, or school facility development.

4. Any responding entity to the NOA (i.e., a housing sponsor, park or recreational department, school district or SRA) must notify the City of its interest in purchasing or leasing the land within 60 days following receipt of the NOA.

5. If the price and terms cannot be agreed upon between the City and a Responding Entity within 90 days, the City may proceed to sell or lease the surplus land to a third party. However, the City will still need to provide the HCD with a description of the NOA sent to, and negotiations conducted with, any Responding Entity.

6. In negotiations with any housing sponsor, the City must negotiate in good faith and cannot include deal terms that would reduce or disallow residential use of the site, even if it is not zoned for residential use (i.e., the housing sponsor must be able to pursue entitlements of the site for residential use). However, the Act does not subvert a City Council's land-use discretionary authority; ultimately, the City Council may deny a zone change or entitlement request in its discretion. In addition, the City is not required to sell or lease the land for less than its fair market value.

7. Note that the housing sponsor need not propose a development of the surplus land for 100% affordable units; the Act requires that they agree to make available at least 25% of the total number of units developed on the property at an affordable housing cost or affordable rent.

8. If no housing sponsors respond to the NOA or if negotiations terminate and the land is later sold or leased to a market rate developer who builds more than 10 residential units, the Act requires that 15% must be sold or rented at an affordable cost or affordable rent to lower income individuals.

9. The Act requires that the HCD must review the description submitted by the City and submit written findings to the City within 30 days as to whether any process violations have occurred. If HCD does not respond within the 30-day period, the local agency is not subject to any penalty under the Act.

10. Any violations of the Act are subject to harsh penalties; between 30 percent and 50 percent of the final sale price for the property. The HCD, Attorney General, and any beneficially interested entity may bring an action to enforce the Act.

Agenda Item 3.

A list and map of City-owned surplus properties are provided as Attachments 1 and 2, respectively. Many of the properties meet the criteria for "exempt surplus land" though many of the properties are considered "surplus land".

Analysis:

Staff requests that the City Council formally designate and declare certain City-owned properties as "surplus land" or "exempt surplus land" as shown on Attachments 1 and 2.

As noted above, under the Act, surplus property is defined as land owned by the City that is determined to be no longer necessary for the City's use. Options to dispose of or sell these properties are as follow:

For Exempt Surplus Land:

- * If a parcel is exempt because the land is very small in size (less than 2,500 sq. feet in area), consider deeding such land to adjacent property owners, with the finding that it is in the best interest of the City. There is no value for the City to retain these properties and continue incurring maintenance costs.
- * If a parcel is greater than 2,500 sq. feet and less than one-half acre (21,780 sq. feet) in area, select a real estate broker to assist the City in offering, negotiating, and potentially selling the exempt surplus land, as City Staff does not typically manage such sales of property. Parcels less than one-half acre and not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing are exempt from the SLA procedures.
- * Evaluate on a case-by-case basis to determine if there is a benefit to combining exempt surplus parcels with adjacent parcels.

For Surplus Land:

- * Select a real estate broker to assist the City to manage the offering, negotiating, and potentially selling the surplus land, as City staff does not typically manage such sales of property, however City staff shall ensure the sale complies with the process for disposal of the properties as required pursuant to the SLA.
- * Issue an NOA and solicit proposals from housing sponsors and other interested parties for the purchase/lease of the land and proceed with the process required under the SLA. In connection therewith, City staff shall obtain appraisals for the properties.
- * Any proposals received following the NOA will be negotiated by City staff and later presented to the City Council. Any resulting proposed contract for sale with a Responding Entity will require the approval of the City Council.
- * If no proposals are received following the NOA, proposals for acquisition with private parties shall be negotiated by City staff and later presented to the City Council. Any resulting contract for sale will require the approval of the City Council.

There is uncertainty whether some of the surplus properties can be developed for residential

Agenda Item 3.

construction. In each case, the properties shall be sold/leased "as is", making no guarantees as to the ability to develop a particular site.

Fiscal Impact:

The City will collect proceeds from the sale of the exempt surplus land, and following the process outlined in Sections 2-9 of the Background Section above, shall collect proceeds from the sale of the surplus land.

Recommendation:

Adopt a resolution declaring certain City-owned properties to be exempt surplus land and certain other City-owned properties to be surplus land and directing the City Manager to follow the procedures set forth in the Surplus Land Act for the sale of such properties.

Attachments:

[Map of "Surplus Land"](#)

[Map of "Exempt Surplus Land"](#)

[Resolution](#)



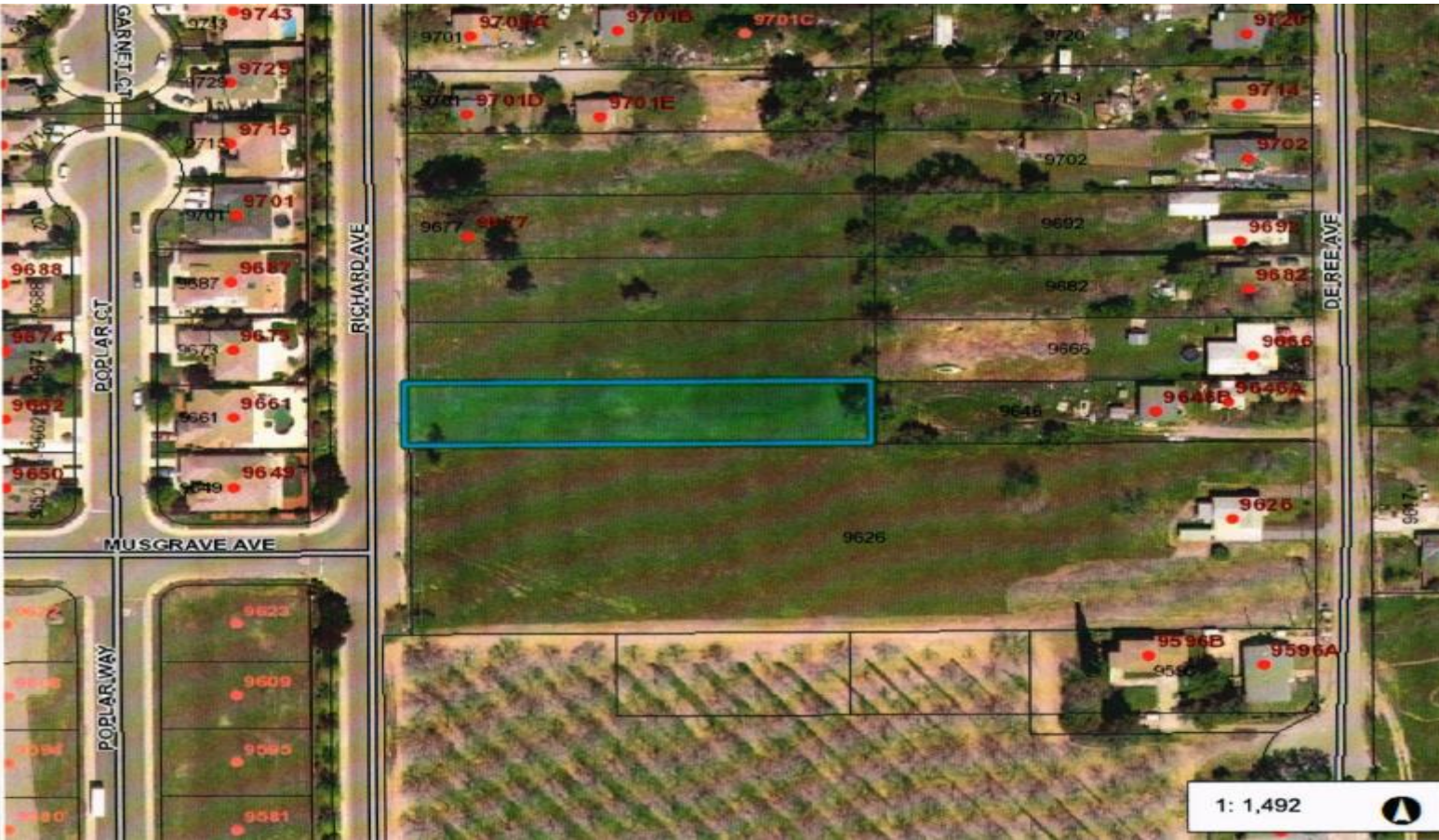
Surplus Land

#1 - 06-010-002: Epperson Way



1: 1,195

#11 - 06-630-009: Richard Avenue





#12 - 06-630-010: Richard Avenue



#14 - 06-630-012: 9677 Richard Avenue



#16 - 06-241-002: 2874 Date Street





#22 - 09-270-020: Larkin Road





#23 - 06-760-013: 11391 Larkin Road





Exempt Surplus Land

#3 - 06-121-002: 10209 N Street



#4 - 06-121-003: 10209 N Street



#5 - 06-142-015: N Street





#8 - 06-350-001: 3515 Pennington Road



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK
DECLARING CERTAIN CITY-OWNED REAL PROPERTIES TO BE EXEMPT SURPLUS LAND AND CERTAIN
OTHER CITY-OWNED PROPERTIES TO BE SURPLUS LAND AND DIRECTING THE CITY MANAGER TO
FOLLOW THE PROCEDURES SET FORTH IN THE SURPLUS LAND ACT FOR THE SALE OF SUCH PROPERTIES**

WHEREAS, under the Surplus Land Act, Government Code section 54220 *et seq.*, as amended on August 1, 2024 (the “Act”), surplus land is defined as “land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use”; and

WHEREAS, under the Act, real property owned by a local agency, must be declared as “surplus land” or “exempt surplus land” as supported by written findings prior to the local agency taking any action to dispose of it; and

WHEREAS, the Act authorizes local agencies to sell surplus real properties in the manner proscribed therein; and

WHEREAS, the City of Live Oak (the “City”) owns certain real properties (i) identified in Exhibit A attached hereto, consisting of vacant and undeveloped land (the “Surplus Properties”), and (ii) identified in Exhibit B attached hereto, consisting of vacant and undeveloped land, each of which is less than 5,000 square feet, will be dedicated for other public uses, or is land defined to be not suitable for affordable housing and is therefore categorized as “exempt surplus land” under the Act (the “Exempt Properties”); and

WHEREAS, there is no present or contemplated use for these properties and therefore, they are surplus to the needs of the City as they are not intended to be used for any governmental purpose or operations; and

WHEREAS, the City has determined it would be in the best interest of the City to dispose of the Properties; and

WHEREAS, the City now desires to declare the Surplus Properties as surplus land and the Exempt Properties as exempt surplus land under the Act and to offer and initiate the sale of such properties in accordance with the procedures under the Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVE OAK, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. The City Council hereby finds and declares the Surplus Properties as surplus land under the Act, based on the written findings set forth below:

(a) The Surplus Properties have been determined to be no longer needed by the City for any governmental purpose.

(b) The City has no current or future plans to use the Surplus Properties for any agency/City work or operations or any other governmental purposes.

(c) Therefore, the Surplus Properties are not necessary for the agency's use and qualify as surplus land under the Act.

Section 3. The City Council hereby finds and declares the Exempt Properties as exempt surplus land under the Act based on the written findings set forth below:

Properties APN 06-121-002 and 06-121-003 are less than 5,000 square feet in size have no value to the City in retaining such properties and disposing of the properties would alleviate the burden of the maintenance costs for holding them.

(a) Each of the Exempt Properties that are less than 5,000 square feet in size qualify as exempt surplus land under Section 54221(f)(1)(B)(i) of the Act.

Property APN 06-142-015 qualifies as exempt surplus land, being not suitable for affordable housing due to size and access per exemption category 4 of the Surplus Land Act.

Property APN 06-350-001 qualifies as exempt surplus land, being transferred for other public uses and not suitable for affordable housing in accordance with exemption category 3 and 4 of the Surplus Land Act.

Section 4. The City Council hereby authorizes and directs the City Manager or his designee to send written notices of availability ("NOA") and offer the Surplus Properties for sale to each of the public agencies and entities listed in Government Code section 54222, and to negotiate the terms of a proposed sale of the Surplus Properties with any such agency or entity that responds to the NOA, and to otherwise follow the procedures of the Act, as applicable to a proposed sale of the Surplus Property.

Section 5. In the event that none of the public agencies or entities listed in Government Code section 54222 offer to purchase one or more of the Properties, or if the City and a public agency or entity listed in Government Code section 54222 does not reach an agreement on the terms and conditions of purchase/sale, the City intends to offer the Properties for sale to the general public in compliance with the requirements and procedures under the Act.

Section 6. Any proposed agreement(s) for the sale of the Surplus Properties or Exempt Properties shall ultimately be subject to the approval of the City Council.

Section 7. The disposal of the Surplus Properties and Exempt Properties is exempt from environmental review under the California Environmental Quality Act ("CEQA") pursuant to California Code of Regulation, Title 14, section 15312. However, if development was proposed on such properties by a subsequent buyer, then that development would be reviewed under CEQA.

Section 8. This resolution shall be effective upon its adoption. The City Clerk shall certify the adoption of this Resolution.

The foregoing resolution was duly and regularly introduced, passed, and adopted by the City Council of the City of Live Oak at a regular meeting thereof held on the 6th day of May, 2026, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

ATTEST:

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

**APPROVED AS TO FORM
COUNSEL FOR CITY OF LIVE OAK:**

Nicole Rosser, City Attorney

Attachment(s):

Exhibit A – City-Owned Real Properties to be declared as Surplus

Exhibit B – City-Owned Real Properties to be declared as Exempt

EXHIBIT A
City-Owned Real Properties to be Declared as Surplus

SURPLUS LAND

Map No.	APN	Site Address	Acreage	Exempt Surplus Land	Zoning	General Plan Designation
1	06-010-002	Epperson Way	0.216	No	R-1	Low Density Residential
11	06-630-009	Richard Avenue	0.497	No	R-1	Low Density Residential
12	06-630-010	Richard Avenue	0.497	No	R-1	Low Density Residential
13	06-630-011	Richard Avenue	0.499	No	R-1	Low Density Residential
14	06-630-012	9677 Richard Avenue	0.499	No	R-1	Low Density Residential
15	06-630-013	Richard Avenue	0.499	No	R-1	Low Density Residential
16	06-241-002	2874 Date Street	0.239	No	R-2	Small Lot Residential
22	09-270-020	Larkin Road	6.56	No	R-2	Small Lot Residential
23	06-760-013	11391 Larkin Road	3.33	No	R-1	Low Density Residential

EXHIBIT B
City-Owned Real Properties to be Declared as Exempt

EXEMPT SURPLUS LAND

Map No.	APN	Site Address	Acreage	Exempt Surplus Land	Zoning	General Plan Designation
3	06-121-002	10209 N Street	0.055	Yes	R-3	Medium Density Residential
4	06-121-003	10209 N Street	0.026	Yes	R-3	Medium Density Residential
5	06-142-015	N Street	0.134	Yes	R-3	Medium Density Residential
8	06-350-001	3515 Pennington Road	0.152	Yes	R-1	Low Density Residential

CITY OF LIVE OAK
STAFF REPORT

Date: May 6, 2026
To: Honorable Mayor & Members of the City Council
From: Ethan Gutierrez, Finance

Subject: Transportation Development Act (TDA) Claim - Fiscal Year 2021-22

Summary: Recommendation: Adopt a resolution authorizing the Submission of the TDA claim for Fiscal Year 2021-22 to the Sacramento Area Council of Governments (SACOG).

Fiscal Impact: \$444,006 in revenue will be received by the City for TDA funded projects on City of Live Oak streets.

Purpose:

To secure funding to be used for local streets and roads projects.

Background:

The Transportation Development Act (TDA) provides funding through two primary sources: the Local Transportation Fund (LTF) and State Transit Assistance (STA). STA funds may be used for transit services, bicycle and pedestrian facilities, and transportation planning activities. The City of Live Oak participates in a transit services agreement with the Yuba-Sutter Transit Authority (YSTA), which claims STA funds annually on behalf of the City.

LTF funds are generally utilized for capital improvements to local streets and roads. The City currently has an unclaimed LTF balance totaling approximately \$2,866,943, representing allocations from Fiscal Year 2021-22 through Fiscal Year 2025-26. The City's most recent request for LTF funds was for the Fiscal Year 2020-21 allocation, approved on April 1, 2020, for the Highway 99 and Pennington Road West Project.

Analysis:

Staff have identified multiple eligible projects for the use of the Fiscal Year 2021-22 Local Transportation Fund (LTF) allocation. These projects include roadway improvements including Nevada Street and N Street, for which a contract has been awarded to All American Construction, Inc. Additional uses include general roadway improvements and signage, as well as grant matching funds for the potential Sacramento Area Council of Governments System Preservation Program related to a Larkin Road and Broadway Preservation Project.

To claim the Fiscal Year 2021-22 LTF funds, the City Council is requested to approve the

Agenda Item 4.

allocation of the City's LTF revenues as follows:

* City of Live Oak Finding of Apportionment: \$457,738

* Less: Sacramento Area Council of Governments Administration: (\$13,732)

* Net Claim Amount: \$444,006

Staff also recognize the City's significant unclaimed LTF balance currently held by SACOG. Staff are actively working to identify and program eligible projects to facilitate the timely claim and drawdown of these funds to support the City's transportation infrastructure needs.

Fiscal Impact:

\$444,006 in revenue will be received by the City for TDA funded projects on City of Live Oak streets. This funding is restricted to street and road improvement work.

Recommendation:

Adopt a resolution authorizing the submission of the Annual Transportation Development Act (TDA) Claim for Fiscal Year 2021-22 to the Sacramento Area Council of Governments (SACOG).

Attachments:

[Exhibit A - Resolution - Fiscal Year 2021-22 TDA Claim](#)

[Exhibit B - Fiscal Year 2021-22 TDA Claim](#)

Resolution No.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK AUTHORIZING SUBMISSION OF THE TRANSPORTATION DEVELOPMENT ACT CLAIM FOR FISCAL YEAR 2021-22 TO THE SACRAMENTO AREA COUNCIL OF GOVERNMENTS

BE IT RESOLVED that the City Council of the City of Live Oak that the City Manager or Finance Director are hereby authorized to execute the TRANSPORTATION DEVELOPMENT ACT CLAIM and STATE OF CONFORMANCE for Fiscal Year 2021-22 and that the same be submitted to the Sacramento Area Council of Governments on behalf of the City of Live Oak.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 6th day of May, 2026, by the following vote:

AYES:
NOES:
ABSENT:
NOT VOTING:

APPROVED:

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



TRANSPORTATION
DEVELOPMENT ACT
CLAIM PACKET

Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

**TRANSPORTATION DEVELOPMENT ACT
CLAIM CHECKLIST**

Please check the following, items as being either included with the attached TDA claim package or are on file at SACOG.

Item	Claimant	Attached	On file
• TDA-1 Annual Transportation Development Claim	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and the prior fiscal year)	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-3 Status of Previously Approved Projects	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-4 Statement of Conformance	All claimants	<input checked="" type="checkbox"/>	N/A
• TDA-5 TDA Claim Certification	All claimants	<input checked="" type="checkbox"/>	N/A
• Resolution by governing body that authorized the claim	All claimants	<input checked="" type="checkbox"/>	N/A

If Claimant is a Transit Agency or Jurisdiction is Contracting for Transit Service

• CHP Safety Compliance Report (Completed within the past 13 months)	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Adopted or proposed budget for the fiscal year of the claim	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Signed copy of transit service contract	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Area wide transfer agreement, resolution	Claimants that allow inter-system transfers	<input type="checkbox"/>	<input type="checkbox"/>
• Information establishing eligibility under efficiency criteria – STA Operator Qualifying Criteria calculation based on Section 99314.6	Claimants for revenue-based STA funds	<input type="checkbox"/>	<input type="checkbox"/>
• Certification that claim is consistent with Capital Improvement Program	Claimants for bike/ped facilities	<input type="checkbox"/>	<input type="checkbox"/>
• Compliance with PUC Sec. 99155 & 99155.5	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>
• Copy of Ten Year Capital & Operations Program	Claimants for transit service	<input type="checkbox"/>	<input type="checkbox"/>

TDA-1

TRANSPORTATION DEVELOPMENT ACT CLAIM

TO: Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

FROM: Claimant: City of Live Oak
Address: 9955 Live Oak Blvd
City: Live Oak Zip Code: 95953
Contact Person: Ethan Gutierrez
Phone: 530-695-2112 Email: egutierrez@liveoakcity.org

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

LTF

\$457,738 _____ (FY21/22)
_____ (FY ___ / ___)
_____ (FY ___ / ___)

STA _____ (FY ___ / ___)
_____ (FY ___ / ___)
_____ (FY ___ / ___)

STA-SGR _____ (FY ___ / ___)
_____ (FY ___ / ___)

(Specify STA and/or STA-SGR)

Submitted By: Ethan Gutierrez
Title Finance Director
Date 04/28/2026

TDA-2

ANNUAL PROJECT AND EXPENDITURE PLAN

Claimant: City of Live Oak		Fiscal Year: 2021-22											
Project Title and TDA Article Number	TDA LTF	SOURCES OF FUNDING										TOTAL	
		TDA STA	TDA STA-SGR	Transit Fares	Measure A	Road Fund	Developer Fees/Const. Tax	Federal/State	Other				
Article Section 99400(a)	\$444,006												\$444,006
SACOG Planning	\$13,732												\$13,732
TOTAL REQUEST	\$457,738	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$457,738

TDA-4
STATEMENT OF CONFORMANCE

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Live Oak hereby certifies that the Transportation Development Act claim for fiscal year(s) FY2021-22 in the amount of \$ \$457,738 (LTF), \$ 0 (STA) and \$ 0 (STA-SGR) for a total of \$ \$457,738 conforms to the requirements of the Transportation Development Act and applicable rules and regulations. (See Attachment A for listing of conformance requirements)

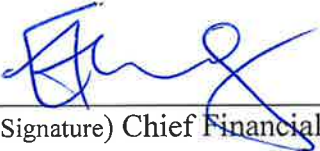
Certified by Chief Financial Officer Ethan Gutierrez
Title Finance Director
Date 04/30/2026

TDA-5

TDA Claim Certification Form

I, Ethan Gutierrez, Chief Finance Officer for the City of Live Oak, do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2021/2022 .
- (b) The attached certification by the Department of the California Highway Patrol verifying that City of Live Oak is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of Article Section 99400(a) maximum eligibility for moneys from the local transportation fund and the state assistance fund, as defined in Section 6634, is \$ 457,738.



(Signature) Chief Financial Officer

City of Live Oak

(Agency Name)

04/30/2026

(Date)

ATTACHMENT A
CONFORMANCE - TDA CLAIMANTS
Standard Assurances

- 1) 180-Day Certified Fiscal Audit (*Applies to all claims; SACOG administers fiscal audits for all operators in the region, with the exception of the Sacramento Regional Transit District*) - Assurance that the claimant has submitted a satisfactory independent fiscal audit, with required certification, to SACOG and to the State Controller not more than 180 days after the end of the prior fiscal year (Sections 99245 and 6664).
- 2) 90-Day Annual State Controller Report (*Applies to all transit claims*) – Assurance that claimant has submitted this report to the State Controller in conformance with the uniform system of accounts and record not more than 90 days after the end of the prior fiscal year (110 days for electronically submissions) (Section 99243). Claimant should also supply a copy of the State Controller report (SCR) to SACOG no more than 120 days after the end of the prior fiscal year.
- 3) Use of Federal Funds (*Applies to all Article 4 claims*) –
 - Claimant filing a claim for TDA funds for capital intensive projects pursuant to Section 99268.7 certifies that it has made every effort to obtain federal funding for any project which is funded pursuant to Section 99268.7.
 - Claimant qualifying for funds pursuant to Section 99268.1 and filing a claim for TDA funds in excess of the amount allowed by Section 99268 certifies that such funds are required in order to obtain maximum federal operating funds in the year such funds are claimed pursuant to Section 6633.1.
- 4) Elderly/Disabled (*Applies to all transit claims*) – That the transit operator is in compliance with Section 99155 pertaining to reduced transit fares for elderly and disabled persons and Section 99155.5 pertaining to dial-a-ride and paratransit services.
- 5) Farebox Recovery Ratio Requirements (*Applies to all transit claims*) – Claimant filing a claim for LTF or STA funds certifies that it will maintain for the project that ratio of fare revenues and local support to operating cost required under Sections 99268 (including all subparts), 99270.1, 99270.2, 99270.6, and under the “Farebox Requirements for Urbanized and Non-Urbanized Service” adopted by the SACOG Board of Directors on March 18, 1982, whichever is appropriate.

Exceptions:

- 6) 50% Expenditure Limitation (*Applies only to claims for LTF*) – Claimant certifies that it was in compliance with Section 99268 certifying that it (the claim) will not exceed 50% of the amount required to meet operating, maintenance, capital and debt service costs of the transit system after deduction of approved federal grants and STA funds estimated to be received for the system. (A claimant can receive up to 100% of capital costs for grade-separated mass transit projects under Section 99268 and 99281, for capital intensive transit-related projects under Section 99268.7, and for extension of services under Section 6619.1 and 6633.8)
- 7) Extension of Services (*Applies only to LTF claims*) - Claimant who received an allocation of LTF funds

for extension of service pursuant to Section 99268.8 certifies that it will file a report of these services pursuant to Section 6633.8(b) within 90 days after close of the fiscal year in which that allocation was granted.

- 8) Retirement System (*Applies only to LTF claims*) - Claimant certifies that (1) the current cost of its retirement system is fully funded with respect to the officers and employees of its public transportation system; or (2) the operator is implementing a plan approved by SACOG which will fully fund the retirement system for such officers and employees within 40 years; or (3) the operator has a private pension plan which sets aside and invests, on a current bases, funds sufficient to provide for the payment of future pension benefits and which is fully compliant with the requirements stated in Section 99272 and 99273.
- 9) Maximum Use of Local Transportation Funds (*Applies only to Sacramento Regional Transit District STA claim*) - That the operator is receiving the maximum allowable amount from the Local Transportation Fund.
- 10) Part-Time Employees (*Applies only to claims for STA*) - Claimant certifies that it is not precluded by any contract entered into on or after June 28, 1979 from employing part-time drivers or contracting with common carriers of persons operating under a franchise or license. Claimant further certifies that no person who was a full-time employee on June 28, 1979 shall have his/her employment terminated or his/her regular hours of employment, excluding overtime, reduced as a result of it employing part-time drivers or contracting with such common carriers.
- 11) Conformance with the Metropolitan (Regional) Transportation Plan (*Applies only to claims for STA*) - Claimant certifies that all of the purposes for claim expenditures are in conformance with the current Short Range Transit Plan, which is an appendix to the Metropolitan (Regional) Transportation Plan.
- 12) Full Use of Federal Funds (*Applies only to STA claims*) - Claimant certifies that it is making full use of federal funds available under the Urban Mass Transportation Act of 1964, as amended.
- 13) Implementation of Productivity Improvements (*Applies only to STA claims*) - Claimant certifies that the operator has made a reasonable effort to implement the productivity improvements recommended pursuant to Section 99244.