LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA
APRIL 7, 2021
6:00 PM

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

MEMBERS OF THE COUNCIL

LUIS HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
BOB WOTEN, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
J.R. THIARA, 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.

Pursuant to Governor Newsom's Executive Orders N-25-20 and N-29-20, members of the Live Oak City Council or staff may participate in this meeting via a teleconference. In the interest of the maintaining appropriate social distancing, members of the public are encouraged to participate in the meeting in the following ways:

- ***Remote Viewing:*** *Members of the public can view a livestream of the meeting online at* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.

- ***Public Comment:*** *Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:*

  - ***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, and read into the record during public comment.*

  - ***eComment Feature:*** *Public Comment will be accepted online between Friday, April 2nd through Wednesday, April 7th at 1:00 pm through the eComment feature at:* https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION

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

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 March 17, 2021 City Council Regular Meeting minutes and the March 17, 2021 Special Meeting minutes.
   (Clarissa Menchaca, City Clerk)

2. Extension of Current Agreement with Operations and Permitting Specialist Bill Lewis for Wastewater Plant and Sewer Operations Services
   Recommendation: Approve the extended agreement with Operations and Permitting Specialist Bill Lewis through June 30, 2024, for wastewater plant and sewer operations services.
   (Ron Walker, Public Works Director)

BUSINESS ITEMS

3. Consideration of Appointments to the Live Oak Planning Commission (Two Vacancies)
   Recommendation: Confirm the Mayor's appointments to the Planning Commission.
   (Kevin Valente, Planning Director)

4. Draft Five Year Capital Improvement Plan
   Recommendation: Accept for information.
   (Joe Aguilar, Finance Director)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

ADJOURNMENT

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date: April 7, 2021

Title: City Council Meeting Minutes

Contact Information: (Clarissa Menchaca, City Clerk)

Recommendation: Approve the March 17, 2021 City Council Regular Meeting minutes and the March 17, 2021 Special Meeting minutes.

Attachments:

March 17, 2021 Regular Meeting Minutes
March 17, 2021 Special Meeting Minutes

LIVE OAK CITY COUNCIL

MINUTES MARCH 17, 2021 6:00 PM

The Live Oak City Council conducted this meeting in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20.

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:03 pm.

ROLL CALL

Present: Mayor Hernandez

Appeared via teleconference: Councilmembers Thiara, Woten, and Vice Mayor Santana

Absent: Councilmember Ghag

*Clerk's Note: Councilmember Ghag appeared via teleconference at 6:32 pm.

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Thiara led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

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

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

PUBLIC COMMENT

The following member of the public submitted a public comment: Taranpreet Singh and Tarnjit Deol.

CONSENT ITEMS

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

MOTION: APPROVE ITEM 3.
(MOTION: SANTANA; SECOND: WOTEN)

VOTE: MOTION PASSED 4-1
AYES: COUNCILMEMBERS THIARA, WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
ABSENT: COUNCILMEMBER GHAG

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

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

2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

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

3. Appointment to the Feather River Air Quality Management District (FRAQMD)
Clarissa Menchaca, City Clerk

Council action: Appointment of City of Yuba City Councilman Marc Boomgaarden as the Alternate Member to the FRAQMD as required by Health and Safety Code Section 40152(b) approved.

4. Quarterly City Projects Report

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

BUSINESS ITEMS

5. Agreement with Diversified for Audio Visual Upgrade and Resolution Amending the City's Annual Budget for Fiscal Year 2020-21 Appropriating an Additional $60,000 from General Fund Cash Reserves for Upgrading Audio Visual Equipment at City Hall
Clarissa Menchaca, City Clerk

Clarissa Menchaca, City Clerk, provided a report for the Council.

Don Isbell, Diversified, addressed questions from the Council.

Public Comment was opened and closed without any speakers.

MOTION: 1) ADOPT RESOLUTION; AND 2) AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT ON BEHALF OF THE CITY WITH ANY CHANGES RECOMMENDED BY THE COUNCIL.
(MOTION: SANTANA; SECOND: WOTEN)

VOTE: MOTION PASSED 3-2
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBERS THIARA AND GHAG

Reference Resolution No. 02-2021.

6. Appointment of Planning Commissioner by Sutter County to City of Live Oak Planning Commission
Kevin Valente, Planning Director

Kevin Valente, Planning Director, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: TABLE THE ITEM.
(MOTION: SANTANA; SECOND: WOTEN)

VOTE: MOTION FAILED 2-3
AYES: VICE MAYOR SANTANA AND MAYOR HERNANDEZ
NOES: COUNCILMEMBERS THIARA, GHAG, AND WOTEN

7. Resolution Authorizing the Submission of the Annual Transportation Development Act Claim for Fiscal Year 2020-21 to the Sacramento Area Council of Governments
Joe Aguilar, Finance Director

Joe Aguilar, Finance Director, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: ADOPT RESOLUTION.
(MOTION: GHAG; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

Reference Resolution No. 03-2021.

8. Contract with NorCal Pump & Well Drilling, Inc. to Scrub and Disinfect Well 7
Alison Schmidt, Management Analyst

Alison Schmidt, Management Analyst, provided report for the Council.

Jeff Nelson, Interwest Consulting Group, Inc., addressed questions from the Council.

Public Comment was opened and closed without any speakers.

MOTION: APPROVE CONTRACT WITH NORCAL PUMP & WELL DRILLING, INC. TO SCRUB AND DISINFECT WELL 7.
(MOTION: WOTEN; SECOND: SANTANA)

VOTE: MOTION PASSED UNANIMOUSLY

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

MOTION: APPROVE THE OCTOBER 21, 2020 CITY COUNCIL REGULAR MEETING MINUTES.
(MOTION: WOTEN; SECOND: HERNANDEZ)

VOTE: MOTION PASSED 3-1-1
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBER THIARA
ABSENT: COUNCILMEMBER GHAG

2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk

MOTION: APPROVE THE MARCH 3, 2021 CITY COUNCIL REGULAR MEETING MINUTES.
(MOTION: WOTEN; SECOND: HERNANDEZ)

VOTE: MOTION PASSED 3-1-1
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBER THIARA
ABSENT: COUNCILMEMBER GHAG

4. Quarterly City Projects Report
Alison Schmidt, Management Analyst

MOTION: RECEIVE AND FILE THE MARCH 2021 QUARTERLY CITY PROJECTS REPORT.
(MOTION: WOTEN; SECOND: HERNANDEZ)

VOTE: MOTION PASSED 3-1-1
AYES: COUNCILMEMBER WOTEN, VICE MAYOR SANTANA, AND MAYOR HERNANDEZ
NOES: COUNCILMEMBER THIARA
ABSENT: COUNCILMEMBER GHAG

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

Aaron Palmer, City Manager, highlighted the COVID-19 vaccination clinic at Live Oak Community Hall scheduled for March 18, 2021.

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

There were no Councilmember comments.

ADJOURNMENT

Adjourned the meeting at 7:34 pm.

_____
Luis Hernandez, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CITY COUNCIL

SPECIAL MEETING MINUTES
MARCH 17, 2021
7:30 PM

The Live Oak City Council conducted this meeting in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20.

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 7:35 pm.

ROLL CALL

Present: Mayor Hernandez

Appeared via teleconference: Councilmembers Thiara, Ghag, Woten, and Vice Mayor Santana

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation Pursuant to California Government Code Section 54956.9(d)(2) – Significant Exposure to Litigation:
   A. One potential case.

ADJOURNMENT

Adjourned the meeting at 8:45 pm.

_____
Luis Hernandez, Mayor

ATTEST:

_____
Clarissa Menchaca, City Clerk

LIVE OAK
CALIFORNIA

City of Live Oak
Report to City Council

Meeting Date:	April 7, 2021
Title:	Extension of Current Agreement with Operations and Permitting Specialist Bill Lewis for Wastewater Plant and Sewer Operations Services
Contact Information:	(Ron Walker, Public Works Director)
Background:	Bill Lewis has been consulting with the City in one form or another since 2010 on sewer related items. His primary function has to do with the renewal of the permit for the wastewater treatment plant, and assuring the City stays in compliance with the permit. Mr. Lewis also acts as an advocate in the event of a dispute of the permit between the State of California and the City. Also, Mr. Lewis consults on issues with sewer plant, and sewer pumping station operations.
Fiscal Impacts:	The estimate cost of the contract is $20,000 per year. This item is budgeted for in the FY 2020-21 Annual Budget.
Recommendation:	Approve the extended agreement with Operations and Permitting Specialist Bill Lewis through June 30, 2024, for wastewater plant and sewer operations services.

Attachments:

Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of April 7, 2021 by and between the City of Live Oak ("City") and Operating and Permitting Specialists ("Consultant").

RECITALS

A. The Live Oak City Council authorized the City Manager to execute this professional services agreement at the City Council Meeting held on April 7, 2021 for work related to wastewater consulting services and other assignments as directed by the City.

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

C. 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.

D. 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 their proposal dated February 9, 2021 which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner prescribed by the City.

2. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until June 30, 2023, or until terminated as set forth in Section 6 (Termination) of this Agreement.

3. **Compensation:** Compensation to be paid to Consultant on an hourly basis is in accordance with Exhibit "B", which is attached hereto and incorporated herein by reference. wastewater consulting services are limited to $60,000 through June 30, 2023, with an option for one additional year. Upon the mutual consent of both parties, the agreement can be extended on a monthly basis and at the billing rates as described in Exhibit B. The City Manager can authorize up to an additional $25,000 at the conclusion of the agreement unless further amended and increased by the City Council. 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. Method of Payment. Consultant shall submit quarterly or more frequent billing to City describing the services provided during the preceding billing period. 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 invoice by City staff, such approval to not be unreasonably withheld.

4. 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.

5. 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.

6. 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 Clerk, 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 Operating and Permitting Specialists, 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 "B" attached hereto.

18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally, E-Mail, 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, City Manager

Email: apalmer@liveoakcity.org
Phone: 530-695-2112

If to Consultant:

Operations and Permitting Specialists
24250 SW Durdel Dr.
Sherwood, OR 97140
Attn: Bill Lewis

Email: williamplewis@outlook.com
Phone: 530 923 3862

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

By: _____
Aaron Palmer, City Manager

OPERATIONS AND PERMITTING SPECIALISTS

By: William P. Lewis

Title: Principal Engineer

Tax ID No.: 45-55405

Attachments:

Exhibit “A”

Operations and Permitting Specialists
Billing Rates
Dated February 9, 2021

2021 - $100 per hour
2022 - $100 per hour
Thru June 30 2023 – $100 per hour
After July 1, 2023 - $110 per hour

Exhibit "B"

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: Premises and Operations Personal Injury Liability Bodily Injury, Property Damage	$1,000,000 per occurrence and $2,000,000 general aggregate
2. Automobile Liability: Owned, Non-Owned, and Hired Autos	$1,000,000 per accident for bodily injury and property damage
3. Workers' Compensation:	As required by the State of California

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.

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. 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.

3. 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.

City of Live Oak
Report to City Council

Meeting Date:	April 7, 2021
Title:	Consideration of Appointments to the Live Oak Planning Commission (Two Vacancies)
Contact Information:	(Kevin Valente, AICP, Planning Director)
Location:	Citywide

Background: The City of Live Oak Planning Commission is comprised of seven members. Six members are appointed by the Mayor and City Council and one member is appointed by the Sutter County Planning Commission with approval of the Sutter County Board of Supervisors and the Live Oak City Council.

Live Oak Municipal Code Section 2.12.020(A) states, in part, â€œThe planning commission shall consist of seven members appointed by the mayor with the consent of the City Council. Section 2.12.020 (C) states the city will post a notice of possible vacancy to allow the incumbent and other citizens to be considered for appointment or reappointment.

The City of Live Oak Planning Commissioners each serve staggered, four-year terms. The Mayor and City Council should consider two appointments to the Planning Commission.

A list of the current Commission members is below:

- Aarondeep Pamma - 2020 Vice Chairman (Current Term Expires January 31, 2023)
- Jerry Stewart (Current Term Expires January 31, 2023)
- Gurveer Butter (Current Term Expires January 31, 2024)
- Aaron Eller (Current Term Expires January 31, 2025)
- VACANT (Term Expires January 31, 2024)
- VACANT (Term Expires January 31, 2025)
- Sutter County Appointed (Annual Term)

The Live Oak City Clerk has received five applications for the two vacancies (please see attached applications).

A technical reading of the code would allow the Mayor to make an appointment, with Council then voting on whether or not to confirm the appointment. If the City Council failed to approve the Mayorâ€™s appointment, the Council would then need to consider another appointment by the Mayor, followed by a Council vote.

All current applicants have been informed the Mayor and City Council will consider an appointment at this meeting. The Mayor will make known his appointment at this Council Meeting.

Fiscal Impacts: None.

Recommendation: Confirm the Mayor's appointments to the Planning Commission

Attachments:

PC APP_Kris Selvidge
PC APP_Joaquin Bermudez
PC APP_Jeramy Chapdelaine
PC APP_Jaskaran Deol

PC App_Bernard DiDario

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Planning Commission APPLICATION FOR APPOINTMENT

Name: Kris Selvidge

Home Address: 9566 P St Live Oak, CA 95953

Home Phone: 530-695-2944

Cell Phone: 530-777-8210

Occupation: Research Assistant

Employer Name: California State University Chico

Employer Address: 400 W 1st St, Chico, CA 95929

Please answer the following questions on a separate sheet.

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

NOTE: A **conflict of interest** statement is required of all appointed Planning Commissioners.

Please return the completed application to the City Clerk via email at: cmenchaca@liveoakcity.org or at City Hall.

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Planning Commission APPLICATION FOR APPOINTMENT (Continued)

Name: Kris Selvidge

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission? Thank you for taking the time to review this. I am glad to go through the application process, as I have not volunteered for the city in many years. I am a local resident of 21 years now. My two children are now grown and have moved away, and the last time I volunteered was when they were active in city recreation. Now that I am older and have more professional experience, I would like to give back to my community in the most beneficial contribution of my time possible.

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application. My wife and I had our first son when we were in high school, and soon after we moved here to Live Oak. While she raised our children, I worked and took night classes and eventually landed a nice position as an IT professional with Hewlett Packard. I worked with them as a programmer mostly for government network transaction contract development. I worked with them for 18 years. After my children graduated, I decided to take an early retirement option. I took some of my pension and returned to school to pursue a Master's degree in Computer Science at CSU Chico. I am currently scheduled to complete a Bachelor's degree in Computer Information Systems in May 2021 and my Master's degree in December 2022. I also have a minor in Business Administration and Associate's degrees from Yuba College in Business Administration and Education and Computer Information Systems from Butte College. I am currently working with the CSU Chico College of Electrical Engineering as a part time research assistant. I believe I have an analytical mind and a strong talent with data science that would benefit any professional needs our council has.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member? If appointed I can regularly attend meetings and devote a great deal of time. In the past I have volunteered for the city with a perfect track record for attendance and attention to detail. Most of my work is from home and is flexible.

LIVE OAK
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Planning Commission

APPLICATION FOR APPOINTMENT

Name: Joaquin A. Bermudez

Home Address: 2260 Julie Way, Live Oak

Home Phone: N/A

Cell Phone: (530) 216-9092

Occupation: Structural Engineer / Project Engineer

Employer Name: Hilo Erectors

Employer Address: 216 Epley Drive, Yuba City

Please answer the following questions on a separate sheet.

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

NOTE: A **conflict of interest** statement is required of all appointed Planning Commissioners.

Please return the completed application to the City Clerk via email at: cmenchaca@liveoakcity.org or at City Hall.

1. My design and construction management experiences have given me a new perspective on the community I live in.Having lived here most of my life, it would bring me great joy to guide the growth of the city without disrupting the comfort of our small town. I would like to be part of the discussion that affect traffic congestion, development of subdivisions, and efforts to use existing structures/ lots.

2. I my educational background is in structural engineering. I practiced design of industrial facilities and also residential projects (single family and multifamily) for 5 years before transitioning to construction management. I am a structural steel estimator and project engineer at my current job. I am fluent in reading plans, I am familiar with the residential development process, and am now understanding the intricacies of retail and mixed use construction.

3. Yes, I am usually home at 4 pm. I have no other obligations in the evenings so the meeting times and any extra devotions of time will not be an issue.

LIVE OAK
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Planning Commission

APPLICATION FOR APPOINTMENT

Name: Jeramy Chapdelaine

Home Address: 3450 Durham Way, Live Oak, CA 95953

Home Phone: (530) 403-9761

Cell Phone: (530) 403-9761

Occupation: Construction and Facilities Development Manager

Employer Name: City of West Sacramento

Employer Address: 1110 West Capitol Avenue, West Sacramento, CA 95691

Please answer the following questions on a separate sheet.

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

NOTE: A **conflict of interest** statement is required of all appointed Planning Commissioners.

Please return the completed application to the City Clerk via email at: cmenchaca@liveoakcity.org or at City Hall.

LIVE OAK
CALIFORNIA

Planning Commission

APPLICATION FOR APPOINTMENT

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

   My interest in continuing to serve as a Planning Commissioner is to contribute to my community using my professional skills and experience to make decisions and provide recommendations to Council that:

   - Ensure compliance with the municipal code, planning/zoning ordinances, general plan and California building codes.
   - Enforce development standards that produce quality projects that enhance the City's aesthetic elements.
   - Protect property values.
   - Protect the environment and encourage responsible development.
   - Improve quality of life of residents.
   - Promote economic development.
   - Provide cost savings to the City.

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

   I have over 21 years of development and construction experience, 14 years of which has been in local government in the Community Development and Public Works Departments. Over the years I've been involved in every phase of the development process from being the developer myself, representing the developer as a contractor/consultant, representing the jurisdiction having authority at a senior staff level as well as representing the City of Live Oak and Sutter County as a Planning Commissioner. I believe my experience provides me with an extremely well rounded and valuable skillset for this appointment.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

   Absolutely.

Planning Commision Application

Name: Jaskaran Singh Deol

Home Address: 9026 Ida St Live Oak, CA

Home Phone: (530) 695-0565

Cell Phone: (530) 216-7580

Occupation: Student at UC Davis

Employer Name: Student at UC Davis

1. I have lived here in Live Oak since I was born so I have lots of knowledge about our town and know what needs to be improved, along with what we need to bring to the city to help it grow. Having been in this city for so long I see the need for new housing development and for new business to come to town. Overall I would just like to say that I want to see the city grow and I know I'll be able to provide some good input on which direction we should take the city.
2. My interest for the Live Oak Planning commission was sparked just recently when I was working to get Truck Parking approved in Bishop Ave. Even though that project has not been fully completed, I learned a lot about the process to get something new started in the city. Along the way I became more familiar with the way the city operates and the things we should look out for, when approving something new or deciding on what should be done. This, combined with my experience in managing my family's trucking company and convenience store in West Sacramento. I know I have the knowledge and skills necessary to make the correct choices for the city and help my town in the future.
3. Many people assume that since I'm a college student I just don't have the time or energy required to take on other jobs or responsibilities. However I'm a strong believer that in life that you must be well rounded and diversify yourself as much as you can. That's why I'm helping in my family's business along the way and I'm currently preparing to become a Real Estate agent, all while studying and UC Davis. So in short, yes I have the necessary time to devote to my duties as a member of the Planning Commission and come to all meetings.

LIVE OAK

Planning Commission

APPLICATION FOR APPOINTMENT

Name: BERNARD "BERNIE" DiDACIO

Home Address: 2981 PENNINGTON, LIVE OAK, CA.

Home Phone: _____

Cell Phone: (530) 713-6255

Occupation: CONSULTANT

Employer Name: SELF

Employer Address: SAME AS HOME

Please answer the following questions on a separate sheet.

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

NOTE: A **conflict of interest** statement is required of all appointed Planning Commissioners.

Please return the completed application to the City Clerk via email at: cmenchaca@liveoakcity.org or at City Hall.

Live Oak Planning Commission

Application for Appointment

Bernard “Bernie” DiDario

Please answer the following questions on a separate sheet.

1. What are your reasons for wishing to serve on the City of Live Oak Planning Commission?

California cities and towns are facing a number of issues. The planning commission would seem to be one way to help Live Oak addresses many of these issues and provide a rational framework for future growth and development. Live Oak is a diverse, attractive and desirable location for families and business. Its agricultural base adds much to the area and provides the City with a great deal of opportunity.

2. Describe your experience and/or qualifications which will assist the City Council in evaluating your application.

I have a considerable amount of relevant experience and also a solid academic background. The majority of my career has been spent as a consultant working on a variety of projects at all levels of government, as well as the private sector. I have led and participated in a number of planning efforts for health care delivery and evaluation of outcomes. Some of these occurred in a larger politically charged environments where the quality of the work and the conclusions were critical to the success of the project(s).

Live Oak Planning Commission

Application for Appointment (page 2)

Bernard “Bernie” DiDario

I have worked extensively over the years with data bases such as the US Census and been responsible for survey designs, implementation and training of staff as well as compiling analytical data for decision making. It has been noted that I have some skills in communicating the results and implications of fairly complex analyses and issues to broad and diverse audiences.

My academic background includes a Bachelor’s degree from Boston University and a Masters in Health Policy and Management from Harvard University. I have always sought to maintain my skill level through additional seminars and education.

Some additional and possibly relevant experiences include a recent stint as a Census Field Supervisor, a member of the Sutter HS Bond Oversight Committee, member of the technology committees at Brittan Elementary and Sutter HS. Judge for the Meridian and Sutter Lions Club public speaking competitions and former Varsity Basketball Coach at Sutter HS.

Live Oak Planning Commission

Application for Appointment (page 3)

Bernard “Bernie” DiDario

3. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

I am fortunate in that my schedule is almost totally under my control, which allows me to make the commitment and, more importantly, keep the commitment. I should be able to make all regularly scheduled meetings.

LIVE OAK
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City of Live Oak
Report to City Council

Meeting Date: April 7, 2021

Title: Draft Five Year Capital Improvement Plan (CIP)

Contact Information: (Joe Aguilar, Finance Director)

Background: Included in the staff report is a PowerPoint Presentation that summarizes the draft Five Year CIP. Staff asks that City Council Members discuss the various projects in the CIP and make additions or changes as desired. The City Council will have another opportunity to review the draft CIP during the budget deliberations in May and June.

Please note that City staff will have a separate agenda item at the April 21, 2021 meeting solely to report on the P Street Lift Station Project. The design of the project is about 50% complete and the engineering staff will cover the full scope of the project on April 21, 2021.

Fiscal Impacts: None.

Recommendation: Accept for information.

Attachments:

PowerPoint Presentation

LIVE OAK CALIFORNIA

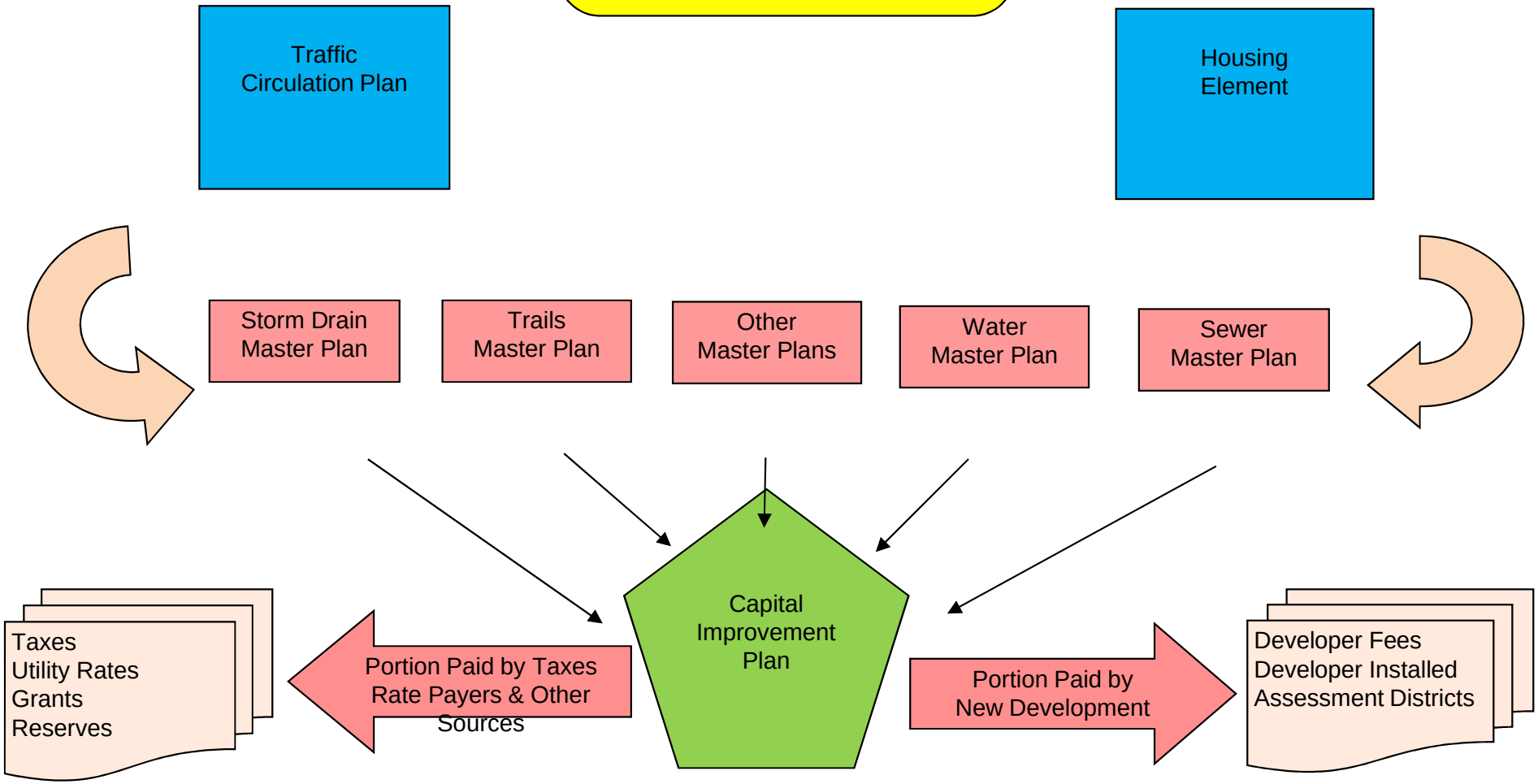
City of Live Oak
Draft Capital Improvement Plan
April 2021





LIVE OAK CALIFORNIA

City of Live Oak General Plan



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Recent Accomplishments

- Pennington Road Water Main: completed
- Water Well #7: construction complete and lines being sanitized to become operational
- Hwy 99: Caltrans fully underway with construction

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Projects in Progress

- Hwy 99 Widening & Streetscape: Construction expected to go into 2022-23
- Hwy 99 water/sewer relocations: Caltrans expects conclusion in 2021
- Pennington Road West street work: Bids to be solicited in Spring 2021
- "P" Street Lift Station: City hired engineers and design underway and bids expected to be solicited in Fall 2021
- Water Meters: Staff ordered first meters and MDX units replacement now underway

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Pending Projects

- Water Well #8 and Storage Tank: Design firm to be hired in Summer 2021 to begin project
- Sewer Plant Solar Project: State recently authorized release of grant to begin project, City expects to solicit bids for design Summer 2021
- Rec Trail IV: construction expected in 2022
- Sewer Plant UV Rehab: Parts being ordered for installation

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Things to Consider

- Tying maintenance revenue sources to new projects or new development
- Improvements to existing facilities to reduce labor demands and maintenance costs
- Evaluating level of assessment burden to maintain new and current facilities

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Streets CIP Projects

	Funding	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Totals
Pennington Rd West		**1,094,000**					**1,094,000**
FHWA (Federal Hwy) Grant	**968,000**						
City Gas Tax	**75,000**						
City SB1 Gas Tax	**51,000**						
Hwy 99 Engineering/Streetscape		**100,000**	**100,000**	**100,000**			**300,000**
City LTF Road Funds	**300,000**						
Hwy 99 Relocate Water/Sewer lines		**2,337,000**					**2,337,000**
City General Fund	**632,000**						
City LTF Road Fund	**1,070,000**						
City Gas Tax	**400,000**						
City Sewer Fund	**235,000**						
Hwy 99 Widening & StreetScape		**12,120,000**	**5,120,000**	**5,000,000**			**22,240,000**
City Gas Tax	**94,000**						
City SB1 Gas Tax	**146,000**						
Federal "Tiger" Grant	**10,000,000**						
CalTrans Shop Funds	**12,000,000**						
Kola Street Rehab (Larkin-N Street)			**140,000**	**1,100,000**			**1,240,000**
City SB1 Gas Tax	**140,000**						
City LTF Road Fund	**800,000**						
Traffic Impact Fees	**300,000**						
Slurry Seal Program				**300,000**		**400,000**	**700,000**
City LTF Road Fund	**700,000**						
Pennington Road East					**1,000,000**		**1,000,000**
City LTF Road Fund	**300,000**						
Undetermined Funding Source	**700,000**						
Rec Trail Phase 4		**30,000**	**525,000**				**555,000**
Federal Grant	**491,000**						
Park Impact Fees	**64,000**						

LIVE OAK CALIFORNIA

General CIP Projects

	Funding	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Drain Rehab (Date-Soccer Pk)				**1,200,000**				**1,200,000**
Developer Contribution	**600,000**							
Drainage Connection Fees	**600,000**							
City Hall Prelim Design					**300,000**			**300,000**
Gen Bldg Impact Fees	**300,000**							
Police Car Fleet		**75,000**	**90,000**		**90,000**		**90,000**	**345,000**
COPS Fund	**345,000**							
Fire Engine Type VI					**250,000**			**250,000**
General Fund	**125,000**							
Fire Impact Fees	**125,000**							
Fire Engine Lease Financing		**90,162**	**90,162**	**90,162**	**90,162**			**360,648**
General Fund	**360,648**							

LIVE OAK CALIFORNIA

Sewer System CIP Projects

	Funding	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
P' Street Lift Station		**450,000**	**2,300,000**					**2,750,000**
Sewer Operations	**1,300,000**							
Sewer Connection Fees	**550,000**							
Federal Stimulus Funds	**900,000**							
Sewer Plant Solar Project		**750,000**	**1,680,000**					**2,430,000**
Sewer Operations	**750,000**							
State Water Board Grant	**1,680,000**							
Sewer Plant UV Rehab		**120,000**						**120,000**
Sewer Connection Fees	**120,000**							
Ash Street Lift Station			**200,000**	**600,000**				**800,000**
Sewer Operations	**600,000**							
Sewer Connection Fees	**200,000**							
Pennington Lift Station				**250,000**	**750,000**			**1,000,000**
Sewer Operations	**750,000**							
Sewer Connection Fees	**250,000**							
Kola Street Lift Station						**300,000**		**300,000**
Sewer Operations	**200,000**							
Sewer Connection Fees	**100,000**							
Peach Street Lift Station							**400,000**	**400,000**
Sewer Operations	**300,000**							
Sewer Connection Fees	**100,000**							
Sewer Vac Truck Replacement							**500,000**	**500,000**
Sewer Operations	**500,000**							
Sewer Deodorizing System						**300,000**		**300,000**
Sewer Operations	**300,000**							

LIVE OAK CALIFORNIA

Water System CIP Projects

	Funding	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Totals
Water Well #7A		**200,000**						**200,000**
Water Connection Fees	**200,000**							
<<								
Water Well #8 & Water Storage			**2,500,000**	**2,000,000**				**4,500,000**
Federal CDBG Grant	**4,500,000**							
Water Meter Replacements		**75,000**	**75,000**	**150,000**	**150,000**	**150,000**	**100,000**	**700,000**
Water Operations	**350,000**							
Water Connection Fees	**350,000**							
Water Valve Replacements			**30,000**	**30,000**	**40,000**	**40,000**	**40,000**	**180,000**
Water Operations	**90,000**							
Water Connection Fees	**90,000**							
Fire Hydrant Replacements			**30,000**	**30,000**	**40,000**	**40,000**	**40,000**	**180,000**
Water Operations	**90,000**							
Water Connection Fees	**90,000**							
Booster Station (Well #7/#8)					**300,000**	**1,200,000**		**1,500,000**
Water Connection Fees	**750,000**							
Undetermined Funding Source	**750,000**							

LIVE OAK CALIFORNIA

Park CIP Projects

	Funding	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
Park Structures		**30,000**	**60,000**		**60,000**	**70,000**		**220,000**
Park Impact Fees	**220,000**							
Memorial Park Imprmts		**31,000**	**75,000**	**75,000**	**75,000**	**50,000**		**306,000**
General Fund	**306,000**							
Swimming Pool Rehab				**300,000**				**300,000**
General Fund	**300,000**							
Develop Garden Glen Park					**600,000**			**600,000**
Park Impact Fees	**150,000**							
Park Grant Application	**450,000**							
Soccer Park Field 4							**600,000**	**600,000**
Park Impact Fees	**150,000**							
Park Grant Application	**450,000**							
Community Bldg Repairs			**50,000**					**50,000**
General Fund	**50,000**							

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Maintenance Assumptions

- Street Maintenance: Gas tax and LTF road money provides major funding for street projects
- Sewer Maintenance: next 5 years of maintenance items expected use up about half of cash reserves
- Water Maintenance: must evaluate cash demands to do all identified items at this time
- Park Maintenance: General Fund has just enough operating budget room to handle existing parks

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Conclusion

In FY 21-22 and beyond the City will see . . . .

- Continued improvement of the City's transportation infrastructure
- Continued improvement of the City's water sources and delivery system
- Improved and more efficient sewer treatment and collection system
- Ever improving park and recreational facilities for quality community life