



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA JUNE 15, 2022 6:00 PM

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

MEMBERS OF THE COUNCIL

NANCY SANTANA, MAYOR
BOB WOTEN, VICE MAYOR
JERAMY CHAPDELAIN, 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.

- **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:

- **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 attached to the minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting.
- **eComment Feature:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that eComments will NOT be read aloud by staff during the meeting.

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION****CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY****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 June 1, 2022, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. Resolution Approving Agreement for Election Services Between the County of Sutter and the City of Live Oak and Authorizing the Mayor to Execute on Behalf of the City Requesting the Consolidation with the State Wide General Election
Recommendation: 1) Adopt resolution; and 2) Approve agreement and authorize the Mayor to sign.
(Aaron Palmer, City Manager)
3. Adoption of an Ordinance of the City Council of the City of Live Oak Amending Live Oak Municipal Code Section 2.08.030 Establishing City Council Salaries
Recommendation: 1) Waive the second reading of the ordinance; and 2) Adopt ordinance increasing City Council compensation to \$656.37 per month, per member of the City Council.
(Nicole Rosser, City Attorney)

BUSINESS ITEMS

4. Approval of Audit Contract for Three Fiscal Years
Recommendation: Approve contract with Rogers, Anderson, Malody & Scott, LLP for the three-year term to audit the City for fiscal years 2021-22 through 2023-24, with two one-year options.
(James Ramsey, 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**



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

Meeting Date: June 15, 2022
Title: City Council Meeting Minutes
Contact Information: Clarissa Menchaca, City Clerk
Recommendation: Approve the June 1, 2022 City Council Regular Meeting minutes.
Attachments:

[Minutes](#)

[Public Comment - Dale Carlson](#)

[Public Comment - Marcus Prasad](#)

[Public Comment - Cruz Mora](#)



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA JUNE 1, 2022 6:00 PM

MEMBERS OF THE COUNCIL

NANCY SANTANA, MAYOR
BOB WOTEN, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
J.R. THIARA, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

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

CALL TO ORDER

Meeting called to order by Vice Mayor Woten at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:15 pm.

ROLL CALL

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

Absent: Mayor Santana

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Chapdelaine led the Pledge of Allegiance. Vice Mayor 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 members of the public submitted a public comment: Dale Carlson, Marcus Prasad, and Cruz Mora.

CONSENT ITEMS

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

MOTION: APPROVE THE CONSENT AGENDA.
(MOTION: GHAG; SECOND: THIARA)

VOTE: MOTION PASSED 4-0-1

AYES: COUNCILMEMBERS THIARA, GHAG, CHAPDELAINE, AND VICE MAYOR WOTEN

NOES: NONE

ABSENT: MAYOR SANTANA

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council Action: May 15, 2022, City Council Regular Meeting minutes approved.

2. Approval of a Part-Time Salary Schedule
James Ramsey, Finance Director
Council Action: Part-Time Salary Schedule approved.

PUBLIC HEARING ITEMS

3. Bishop Avenue Truck Parking Project Conditional Use Permit Appeal
Kevin Valente, Planning Director

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

Public Hearing opened at 6:42 pm.

The following applicants addressed the Council: Gurveer Butter, Jaskaren Deol, and Jim Whiteaker.

The following members of the public addressed the Council: Barbara Lemos, Pat Leon, Diana Davis, Karmjit Saran, Brian Bole, Sarah Bole, and Cruz Mora.

Public Hearing closed at 7:11 pm.

MOTION: ADOPT RESOLUTION DENYING THE APPEAL AND UPHOLDING THE PLANNING COMMISSION'S APPROVAL OF THE BISHOP AVENUE TRUCK PARKING PROJECT CONDITIONAL USE PERMIT.
(MOTION: GHAG; SECOND: THIARA)

VOTE: MOTION PASSED 4-0-1

AYES: COUNCILMEMBERS THIARA, GHAG, CHAPDELAINE, AND VICE MAYOR WOTEN

NOES: NONE

ABSENT: MAYOR SANTANA

Reference Resolution No. 16-2022.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

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

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

Aaron Palmer, City Manager, highlighted the opening of the pool and announced that the Kool at the Pool event is scheduled for Tuesday, June 28, 2022. Mr. Palmer recognized the Parks and Recreation Director, Luis Cibrian, for being a recipient of the "Pride of Pride" award for the Live Oak High School. Mr. Palmer informed Lieutenant Craig Hungrige will be leaving the City, and Lieutenant Raj Gill will start as the City's new Lieutenant on July 5, 2022.

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

There were no written councilmember comments.

ADJOURNMENT

Adjourned the meeting at 7:20 pm.

Good Evening City Council and Staff,

From: Dale Carlson

Every council member should know the difference between a crack in the sidewalk and the ground shifting, creating an uneven sidewalk tripping hazard. The sidewalk tripping hazard at the Chevron station was brought up a few years ago by Alison, our Live Oak Building Inspector; can't get any more qualified than that to identify a city liability issue. Unfortunately, I was not allowed to mitigate the hazard properly at the time by grinding the cement down; however, now is the time to do it right and contract it out to a professional that is qualified to use a cement grinder.

Another issue is on Donovan Court. We received complaints of low water pressure from a resident at the end of the cul-de-sac, which the Public Works Director was always informed of on more than one occasion, by me. Two senior city employees and I went to investigate the low water pressure one year, which I knew was factually correct since the pressure when flushing the main was far less than elsewhere in the city's distribution system. I was told we would do nothing about it. Do you know what it is like when someone complains and I had to tell them "too bad, we won't even look into the problem any further"? You can't just test it at the house, it needs to have the flushing valve opened and the water does not have a lot of pressure.

(See the attached picture) I guess this is the new procedure, replacing sidewalk cement with pavement patches after a water leak repair. I know this isn't a temporary patch, as there is another one at 9592 Samuel Street that has been there for over 3 years. Is this the customer service we want to give the citizens of Live Oak? Are we going to do an inadequate sidewalk repair and say, oh well, that is good enough for you? The one pictured is at 9740 Collier. Would you accept this as your new sidewalk patch if you lived here?

At Pennington & Broadway there were two city employees painting and unmasking the "BIKE LANE & ARROW" sign on the pavement. They were using blue painters' masking tape, then painting them with a paint brush, while cars were having to pull out around the coned off area. Why would we spend \$60,000 for tracing murals on buildings, but not contract out the pavement signage, lines, and crosswalks that are a safety issue and even puts employees at risk. I was concerned for their safety just driving by since I didn't see a flagger on busy Pennington at about 3:05 P.M. A contractor has the experience, traffic control, right equipment, stencils, and reflective, epoxy paint to do a durable, professional job in a short period of time.

Regarding the lighting of trails and parks, and only using them from dawn to dusk, has anyone looked at sunset times? Starting in September 2022 the sunset is at 6:50 P.M. and as winter approaches the sunset gets earlier, until December when it is 4:45 P.M. If a person gets off work at 5:00 P.M., drives home, cleans up, and eats dinner, there is no time to go to the park or

on the trails since they are technically closed and unsafe for a person to use due to the darkness.

Please stop discrediting and humiliating me publicly by saying I am giving misinformation and I am confused about the city's responsibilities. As you have seen from my previous issues, I am the one that is obviously telling the truth, and I remember someone during a meeting saying how important it is to tell the truth.



9740 Collier Street



ੴ ਸ੍ਰੀ ਵਾਹਿਗੁਰੂ ਜੀ ਕੀ ਫਤਿਹ

TO: Mayor [Santana](#), Vice-Mayor [Woten](#), Council Members: [Ghag](#), [Thiara](#), [Chapdelaine](#).

FROM: [Marcus Prasad](#)

DATE: [June 01, 2022](#)

SUBJECT: [Public Comment- General](#)

Good Evening Council,

-I am writing you today to share my public comment and opinion to be distributed to councilmembers, city staff and members of the public. I encourage that the City officials **restore the Zoom platform again** for City Council meetings and encourage public engagement/ comments with all citizens of this town instead of trying to actively make it harder for citizens to engage. This includes those whom are elderly, disabled, or those whom work out of town during this time. If you have the platform and capability to use Zoom *but don't want to use it in order to discourage the public from attending meetings*, then this is a bigger issue of corruption by City management. I'm calling on elected officials Mayor Santana and Vice Mayor Woten specifically to discuss this with the city manager and ensure the city is doing all they can to actively work with the citizens.

-For the month of June I want to wish all citizens of Live Oak a **Happy LGBTQ+ Month**, and I hope the city staff & councilmembers will join the community in this celebration to create an all-inclusive and safe environment for freedom to be expressed.

-Are you keeping up with the news in Sutter County? The **Sutter County Sheriff's Office is being sued** on a Federal Lawsuit by a practicing Sikh male who is alleging the County has denied him of his civil rights by failing to investigate a string of recent hate crimes last year in Sutter, CA. Additionally, the officers tried to tamper with the evidence and erase any evidence of the hate crime. We the Sikh community stand with the victims of this incident and condemn any form of racial hate crimes including white Supremacy, Nazism and Fascism in Live Oak and I hope the city stands with the community in this. We hope that justice is delivered and those responsible are punished in accordance to the law. We have to ask ourselves, after the recent Uvalde shooting and this local incident in Sutter Co. if we want **Live Oak citizens to pay for** the burden of any additional police officers through city funds? State/Federal Grants are available..
<https://www.sacbee.com/news/local/article261297657.html>

-I want to end this Public Comment to condemn the tragic **1984 Military Operation titled Operation Bluestar** committed the Indian government on this day where the most iconic Sikh Temple Harmandir Sahib was attacked by the Indian Military with tanks and helicopters in order to suppress the Sikh voice. An Estimated 7,000 innocent people died in this attack. If you can imagine the Italian Government attacking the Vatican complex, it would be an assault on all Catholics worldwide. The Sikh Community of Live Oak condemns this violent crime by India and call on the City of Live Oak to call for a day of remembrance in support of the victims.

<https://www.nsyf.org.uk/10-days-of-terror>

Thank You, Waheguru ji Ka Khalsa Waheguru Ji Ki Fateh

In Guru Nanak's Name - I wish for the good of all Humanity, Sat Sri Akal!

Mr. Marcus Prasad – *Marcus Prasad* June 01 2022

Cruz Mora

Working for Live Oak, California



Cruz Mora for Live Oak City Council 2022- Vote November 8th, 2022.

Cruz Mora

Working for Live Oak, California

TO: Mayor Santana, Vice-Mayor Woten, Council Members: Ghag, Thiara, Chapdelaine.

FROM: Constituent Cruz Mora

DATE: June 1, 2022

SUBJECT: Public Comment- General

Dear Madam Mayor, City Council Members, & Public

Summary: June is LGBTQIA+ Pride Month. Lesbian, Gay, Bisexual and Transgender Pride Month (LGBT Pride Month) is celebrated annually in June to honor the 1969 Stonewall riots, and works to achieve equal justice and equal opportunity for lesbian, gay, bisexual, transgender, and queer (LGBTQ) Americans. In June of 1969, patrons and supporters of the Stonewall Inn in New York City staged an uprising to resist the police harassment and persecution to which LGBT Americans were commonly subjected. This uprising marks the beginning of a movement to outlaw discriminatory laws and practices against LGBT Americans.

Today, celebrations include pride parades, picnics, parties, workshops, symposia and concerts, and LGBT Pride Month events attract millions of participants around the world. Memorials are held during this month for those members of the community who have been lost to hate crimes or HIV/AIDS. The purpose of the commemorative month is to recognize the impact that LGBTQ individuals have had on history locally, nationally, and internationally.

Cruz Mora

Working for Live Oak, California

Federal and local policies and practices are increasingly acknowledging and focusing on LGBTQ youth and numerous national advocacy and other organizations are also giving greater attention to LGBTQ youth in their work. Encouraging greater acceptance and support for all youth, including those who are or are perceived to be LGBTQ, will make communities, schools, and other settings safer, better places for all youth.

Recommendation: I urge this body to consider the resolution I have introduced to be officially introduced at the next meeting on June 15th in recognition of Pride Month. May God bless Live Oak. I urge this body to raise the LGBTQ Pride Flag at City Hall to celebrate Pride Month. I urge this body to create the LGBTQ Commission of Live Oak.

For more information and resources:

[Presidential Proclamation](#)

Yours very truly,


Cruz Mora

Cruz Mora

Working for Live Oak, California

Exhibit A- Sample Pride Month Resolution

Introduced by Cruz Mora- See Attachment

Exhibit A- SAMPLE
Pride Month Resolution
Introduced by
Cruz Mora

RESOLUTION OF SUPPORT OF LGBTQ+ PRIDE MONTH

WHEREAS, the Mayor and Council of the Live Oak, CA welcomes and encourages diversity and inclusion within our community; and

WHEREAS, June 28, 2022, marks the 53rd anniversary of the Stonewall uprising in New York City, which sparked the gay rights movement, and is the nationwide month to recognize the Lesbian, Gay, Bisexual, Transgender and Queer/Questioning, and Plus (LGBTQ+) community; and

WHEREAS, celebrating Pride Month raises awareness and provides support and advocacy for the LGBTQ+ community, and is an opportunity to become educated, engage in dialogue, strengthen alliances and build understanding; and

WHEREAS, while there has been remarkable progress towards acceptance and equality, members of the LGBTQ+ community continue to face discrimination, intolerance, and hate; and

WHEREAS we must commit to supporting and accepting LGBTQ+ individuals, in particular our youth, who compared to their peers are far more likely to experience violence and bullying at school & work; to suffer from depression; to struggle with substance use; and to have attempted suicide; and

WHEREAS, we must remain vigilant in deterring oppression and discrimination against people on the basis of sex, gender identity or expression, or sexual orientation; and

WHEREAS, by protecting the rights of every individual, we enhance and strengthen the value of everyone throughout our entire society; and

WHEREAS, we affirm our support for LGBTQ+ residents in our community and stand with them to protect their civil rights and their ability to live openly, equally and without fear; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Live Oak, CA on this 15th day of June, 2022, that the Council recognizes and supports the month of June 2022 as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning, and Plus (LGBTQ+) "Pride Month;" and we urge all residents to celebrate and build a culture of inclusiveness and acceptance – during this month and every month.



City of Live Oak Report to City Council

Meeting Date:	June 15, 2022
Title:	Resolution Approving Agreement for Election Services Between the County of Sutter and the City of Live Oak and Authorizing the Mayor to Execute on Behalf of the City Requesting the Consolidation with the State Wide General Election
Contact Information:	Aaron Palmer, City Manager
Background:	Election services for the City of Live Oak have traditionally been handled by the Sutter County Clerk Recorder's Office. Due to the economics of scale, it is more cost efficient to contract out for this service rather than perform it in-house.
Fiscal Impacts:	The FY 2022-23 budget item is estimated between \$6,000-\$10,000 as this was the amount for the services provided during the 2020 State Wide General Election. The County did not have the exact cost at the time this item was published.
Recommendation:	1) Adopt resolution; and 2) Approve agreement and authorize the Mayor to sign.
Attachments:	

[Resolution and Agreement](#)

Resolution No.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK APPROVING AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF SUTTER AND THE CITY OF LIVE OAK AND FOR THIS PURPOSE AUTHORIZING THE MAYOR TO
EXECUTE SAID AGREEMENT ON BEHALF OF THE CITY REQUESTING THAT SAID ELECTION BE CONSOLIDATED WITH THE
STATE WIDE GENERAL ELECTION

WHEREAS, the City Council of the City of Live Oak pursuant to the provisions of Section 10002 of the California Election Code requests that the City wide general municipal election be conducted by Sutter County on November 8, 2022; and

WHEREAS, said request conforms to Live Oak Municipal Code Section 2.32.010 whereby the City general municipal election was heretofore changed from April of even numbered years to November of even numbered years to coincide with the state wide election; and

WHEREAS, at said municipal election there will be on the ballot the election of three Councilpersons.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the City Council of the City of Live Oak that certain agreement entitled "Agreement for Election Services" between the County of Sutter and the City of Live Oak, a copy of which is attached hereto marked Exhibit "A" and by this reference incorporated herein and made a part hereof, being the same is hereby approved and the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Live Oak.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 15th day of June, 2022, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

APPROVED:

Nancy Santana, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

AGREEMENT

This agreement made and entered into the 15th day of June, 2022 by and between, the County of Sutter, a political subdivision of the State of California, hereinafter referred to as "County" and the City of Live Oak, a municipal corporation, hereinafter referred to as "City".

WITNESSETH

WHEREAS, the City Council of the City of Live Oak calls for a municipal election to be held on the 8th day of November, 2022 in the City and City desires to make use of certain services, facilities, and equipment of the Office of Sutter County Clerk and to pay the County for its costs therefore pursuant to the provisions of this agreement and as contemplated for by law.

NOW, THEREFORE for and in consideration of the mutual promises and covenants herein contained the parties hereto agree as follows:

City agrees to pay County its reasonable costs for all services, facilities, and equipment furnished by County to City in connection with said Municipal Election immediately upon receipt by City of a statement from the County Clerk setting forth the cost to County for services, facilities, supplies, and equipment so furnished. County shall charge only those expenses necessary to carry out the terms of this agreement.

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

COUNTY OF SUTTER

Mike Ziegenmeyer, Chairman of the Board of Supervisors

SUTTER COUNTY CLERK

Donna Johnston

CITY OF LIVE OAK

Nancy Santana, Mayor of The City of Live Oak

CITY OF LIVE OAK CLERK

Clarissa Menchaca, City Clerk



City of Live Oak Report to City Council

Meeting Date: June 15, 2022

Title: Adoption of an Ordinance of the City Council of the City of Live Oak Amending Live Oak Municipal Code Section 2.08.030 Establishing City Council Salaries

Contact Information: Nicole Rosser, City Attorney

Background: Live Oak Municipal Code Section 2.08.030 was adopted pursuant to the Government Code to address City Council member compensation. The section authorizes the City Council to set its monthly compensation as allowed by State law. In 1966, the City Council established its monthly compensation and then amended it again in 1996, 1998, 2002, 2003, and 2006 until its present amount of \$364.65.

Over the course of three meetings this year, the City Council considered increasing City Council compensation by ordinance and analyzed the pros and cons of each. Ultimately, the City Council directed the City Attorney to draft a Proposed Ordinance increasing City Council compensation to \$656.37 per month, per member of the City Council.

Analysis:

To increase compensation by ordinance, the City Council can designate a salary amount in an ordinance; however, the amount is limited by statute.

Government Code Section 36516(c) states:

"Compensation of council members may be increased beyond the amount provided in this section by an ordinance or by an amendment to an ordinance but the amount of the increase may not exceed an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted. No salary ordinance shall be enacted or amended which provides for automatic future increases in salary."

Any increase may not be compounded - it is one calculation based on the total number of years. (See Gov. Code Section 36516(a)(4)). Thus, since the City Council's salary is \$364.65 and there has been no increase in 16 years, an ordinance could be adopted setting the salary at up to \$656.37 per month.

Pursuant to City Council direction, the proposed ordinance would increase City Council compensation to \$656.37 per councilmember, per month. This increase would take effect at the beginning of the new City Council term following the November 2022 election.

Fiscal Impacts:

If approved, the increased City Council salaries would result in an additional \$17,503.20 expense from the general fund annually, beginning in 2023.

Recommendation:

1) Waive the second reading of the ordinance; and 2) Adopt ordinance increasing City Council compensation to \$656.37 per month, per member of the City Council.

Attachments:

[Ordinance](#)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVE OAK AMENDING
LIVE OAK MUNICIPAL CODE SECTION 2.08.030 ESTABLISHING CITY COUNCIL
SALARIES**

The City Council of the City of Live Oak, State of California,
does ordain as follows:

WHEREAS, California Government Code 36516 regulates the process by which
a City Council may increase its salary; and

WHEREAS, the salary of the City Council, adopted in 2006 pursuant to
Ordinance No. 494 is currently set at \$364.65 per month, per member of the City
Council;

WHEREAS, after review and discussion, the City Council has determined it
appropriate to adjust salary ranges within the rate of increase as prescribed
by California Government Code 36516; and

WHEREAS, pursuant to California Government Code 36516.5, the adjusted
salary rate will not become effective until the seating of the City Council
after the certification of the 2022 Live Oak election.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Live
Oak that Section 2.08.030 of the City of Live Oak Municipal Code is hereby
amended as follows:

2.08.030 Salaries – Designated.

A. Incorporation of Recitals. The above recitals are true and correct
and are incorporated herein by this reference.

B. City Council Compensation. Each member of the City Council shall
receive, as salary, the sum of \$656.37 per month, which shall be payable at the

same time and in the same manner as salaries are paid to other officers and employees of the City.

C. Effective Date. Payment of compensation at said established level shall commence upon certification of the results of the Live Oak election in the year 2022.

D. Certification and Publication. The City Clerk of the City of Live Oak shall certify to the adoption of this Ordinance and cause Publication to occur in a newspaper of general circulation and published and circulated in the City in a manner permitted under California Government Code Section 36933.

PASSED AND ADOPTED by the City Council of the City of Live Oak, on this 15th day of June, 2022 by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

NANCY SANTANA, Mayor

ATTEST:

CLARISSA MENCHACA, City Clerk

APPROVED AS TO FORM:

NICOLE ROSSER, City Attorney



City of Live Oak Report to City Council

Meeting Date: June 15, 2022

Title: Approval of Audit Contract for Three Fiscal Years

Contact Information: James Ramsey, Finance Director

Background: With the completion of the fiscal year 2020-21 audited financial statements, the City has reached the end of its current contract with its auditors, Lance, Soll, and Lunghard, LLP for whom the City has retained for the past five years. In addition to the culmination of the current contract, a rotation of audit firms is recommended as well.

A request for proposal (RFP) was circulated via the California Society of Municipal Finance Officers that functions as a central repository of RFP's for audit services where qualified audit firms can access audit RFP's. The City received three responses from Badawi & Associates, Chavan & Associates, LLP, and Rogers, Anderson, Malody, & Scott, LLP. We evaluated the proposals based on the following criteria:

- * Responsiveness
- * Cost
- * Experience
- * Technical experience
- * Size and structure
- * Experience with the Single Audit
- * Ability of the firm in providing optional services.

Fiscal Impacts: The proposed annual contract price is \$41,870 for each of the first two years; \$44,060 for the next two years; and \$45,620 for the final year.

Recommendation: Approve contract with Rogers, Anderson, Malody & Scott, LLP for the three-year term to audit the City for fiscal years 2021-22 through 2023-24, with two one-year options.

Attachments:

[Contract](#)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of June XX, 2022 by and between the City of Live Oak (“City”) and Rogers, Anderson, Malody, and Scott, LLP (“Consultant”).

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.
- B. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law, and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit “A,” subject to the direction of the City.
- 2. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until for a period not to exceed three years or until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. Compensation. Compensation to be paid to Consultant is in accordance with Exhibit “B”, which is attached hereto and incorporated herein by reference and not to exceed \$127,800 covering audit services related to fiscal years 2021-22, 2022-23 and 2023-24. At the option of the City, the agreement can be extended for audit services covering fiscal year 2024-25 at a price of \$44,060. At the option of the City, the agreement can be extended for audit services covering fiscal year 2025-26 at a price of \$45,620. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billing to City describing the services provided during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number

of hours spent and by whom, and a description of any applicable reimbursable expense. Any reimbursable expense will be agreed to by the City in advance. City shall pay Consultant within a reasonable time upon approval of the monthly invoice by City staff, such approval to not be unreasonably withheld.

5. Additional Services. At any time during the term of this Agreement, City may request that Consultant provide Additional Services. As used herein, "Additional Services" means any services which are determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Additional Services without prior written authorization from City as evidenced by a specific Task Order that specifies the services to be provided, personnel to be used, and the not-to-exceed cost for the additional services.
6. Termination. This Agreement may be terminated by the City at any time. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. The City acknowledges the Consultant's documents, including electronic files, as the work papers of the Consultant and the Consultant's instruments of professional service. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such services, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall not be held liable for any modification or reuse of the City-owned instruments of service for purposes outside this Agreement. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request. Nothing herein shall be construed as a limitation on Consultant's right to re-use component design details, features and concepts on other projects, in other contexts or for other clients.
8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in

any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

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

10. Consultant’s Books and Records

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

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
 - c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 9955 Live Oak Blvd., Live Oak, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.
11. Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.
12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.
- Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2)).
- 13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Rogers, Anderson, Malody & Scott, LLP and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
- 16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, to the extent resulting from Consultant's negligence, recklessness or willful misconduct, except for any such claim arising from the sole negligence, active negligence, reckless or willful misconduct of the City, its officers, agents, employees, or volunteers.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City of Live Oak**
 9955 Live Oak Blvd
 Live Oak, CA 95953
 Attn: Jim Goodwin

If to Consultant: **Rogers, Anderson, Malody, & Scott LLP**
 735 E Carnegie Drive
 San Bernardino, CA 92408
 Attn: Terry Shea, CPA

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

**ROGERS, ANDERSON, MALODY &
SCOTT , LLP**

By: _____
Aaron, Palmer, City Manager

By: _____

Title: _____

ATTEST:

Business License #: _____

By: _____
_____, City Clerk

Tax ID No.: _____

APPROVED AS TO FORM:

By: _____
Nicole Delerio-Rosser, City Attorney

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

Exhibit “A”

Scope of Services

Consultant will provided an annual audit engagement letter covering the following scope of services as requested by the City “Request for Proposals- Audit Services:

A. Services to be performed by Auditors.

1. In general, the auditors will perform a financial and compliance audit to determine (a) whether the combined financial statements of the City fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the City has complied with laws and regulations that may have a material effect upon the financial statements.
2. The auditors will examine the City’s internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the City Manager and Finance Director. The examination shall be made and reports rendered in accordance with generally accepted government auditing standards. In addition, the auditors shall communicate any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
3. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Finance Director, and City Manager.
4. Auditors shall submit a report of their examination of the component units’ financial statements for each such fiscal year, which shall include such component unit, general purpose and supplementary financial statements, notes to the statements and an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles, applicable to the various funds or state the reasons for any exceptions to said principles.
5. Under the requirements of the Federal Government’s program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996 and in generally accepted auditing standards as well as generally accepted governmental auditing standards.
6. Auditors shall submit a management letter setting forth their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to, a) improvement in systems of internal control, b) improvement in accounting system, c) apparent noncompliance with laws, rules, and regulations, and d) any other material matter coming to the attention of the firm during the conduct of the examination.

Exhibit B”

Schedule of Fees

City of Live Oak and Rogers, Anderson, Malody, & Scott, LLP

				Option Year	Option Year
Item	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
City CAFR	\$36,900	\$36,900	\$38,830	\$38,830	\$40,210
Single Audit**	\$4,280	\$4,280	\$4,520	\$4,520	\$4,680
Appropriation Limit Report	\$690	\$690	\$710	\$710	\$730
Total	\$41,8870	\$41,8870	\$44,060	\$44,060	\$45,620

** If applicable under Federal regulations

Exhibit “C”

Insurance Requirements

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

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

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

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

1. The City, its officers, officials, employees and volunteers are to be covered as insured’s as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day’s prior written notice has been

provided to the City.

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

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

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