



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA FEBRUARY 16, 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 CHAPDELAINE, 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.
- Members of the public can access the Zoom webinar as follows:
 - **Join by Electronic Device:**
<https://us02web.zoom.us/j/81329155596>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 813 2915 5596

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.
 - **Live Remote Public Comment:** Members of the public can submit a live remote public comment by:
 - Joining the virtual Council meeting via the link below. When public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes.

<https://us02web.zoom.us/j/81329155596>
 - Joining the virtual Council meeting by calling the phone number below. When public comment is opened, dial *9 to raise your hand and be called upon to speak for up to 3 minutes.

1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 813 2915 5596
 - **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, February 11th through Wednesday, February 16th at 1:00 pm through the eComment feature at: https://liveoakca.granicus.com/ViewPublisher.php?view_id=1.
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CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION****CORRECTIONS AND/OR CHANGES TO THE AGENDA BY CITY MANAGER ONLY****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. Findings to Hold Virtual City Council, Commission, Committee, Board, and Other City Bodies Meetings Under AB 361
Recommendation: Adopt resolution making findings and determinations under AB 361 for the continuation of virtual meetings and authorizing virtual City Council, Commission, Committee, Board, and other City meetings pursuant to AB 361.
(Nicole Rosser, City Attorney)
2. Budget Calendar for Fiscal Year 2022-23 Budget
Recommendation: Receive and file.
(James Ramsey, Finance Director)

BUSINESS ITEMS

3. Approve Agreement with E-Center in Regards to Lease of City Property at 2569 Apricot Street, Live Oak, California
Recommendation: Approve agreement with E-Center in regards to lease of City property at 2569 Apricot Street, Live Oak, California.
(Aaron Palmer, City Manager)
4. Discussion and Direction Regarding Increasing the Monthly Stipend for City Council Members
Recommendation: Provide direction to staff.
(Nicole Rosser, City Attorney)
5. Discussion and Possible Direction Regarding Reconstruction of Pennington Road from Orchard Way to Eastern City Limits
Recommendation: Provide staff direction in regards to the possible reconstruction of Pennington Road from Orchard Way to Eastern City Limits.
(Aaron Palmer, City Manager)

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

COUNCILMEMBER COMMENTS (WRITTEN ONLY)

A. Councilmember Chapdelaine's Comments

ADJOURNMENT



City of Live Oak Report to City Council

Meeting Date: February 16, 2022

Title: Findings to Hold Virtual City Council, Commission, Committee, Board, and Other City Bodies Meetings Under AB 361

Contact Information: Nicole Rosser, City Attorney

Background: On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings completely telephonically or by other electronic means. As the City Council is well aware, this allowed City Council meetings to be conducted by Zoom with councilmembers and staff all joining from remote locations.

The suspension of certain provisions of the Brown Act was further extended by the Governor on June 11, 2021 by the issuance of Executive Order N-08-21 which continued to allow for complete virtual City Council (and other legislative body) meetings until September 30, 2021.

On September 16, 2021, Governor Newsom signed AB 361 to amend the Brown Act to allow legislative bodies to meet via teleconference during a proclaimed state of emergency in accordance with procedures established by AB 361 rather than under the Brown Act's more narrow standard rules. AB 361 allows legislative bodies to meet virtually, provided there is a state of emergency, and either (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the legislative body determines by majority vote that meeting in person would present imminent risks to the health and safety of attendees.

AB 361 preserves many of the provisions of the earlier executive orders, while also adding new requirements to the management of remote and teleconference public meetings in order to better achieve the levels of transparency that the Brown Act demands. Specifically, AB 361 imposes two new rules on remote public meetings:

1. Local governments and agencies hosting teleconference meetings in lieu of traditional in-person public meetings must permit direct public comment during the teleconference, and must leave open the opportunity for public comment until the comment period for a given item is closed during the

ordinary course of the meeting. The opportunity to make public comment must be of a sufficient duration so as to allow actual public participation.

2. Any action by the governing body during a public teleconference meeting must occur while the agency is actively and successfully broadcasting to members of the public through a call-in option or an internet-based service option. If a technical disruption within the agency's control prevents members of the public from either viewing the meeting of the public agency, or prevents members of the public from offering public comment, the agency must cease all action on the meeting agency until the disruption ends and the broadcast is restored. Action taken during an agency-caused disruption may be challenged as a violation of the Brown Act.

The City has been implementing the above stated requirements for conducting public meetings and is in full compliance with AB 361, thus there will be no change of the currently established procedures. Teleconference accessibility via call-in option or an internet-based service option (via the Zoom Webinars platform) is listed on the published agenda for each meeting as well as on the City's website and the City provides access for public comment opportunities in real time.

In order to continue to qualify for AB 361's waiver of in-person meeting requirements, the Council must adopt a resolution making the findings required by AB 361. This Resolution will become a standing item on the City Council's agenda, it must be approved at every meeting until the proclaimed state of emergency is ended. The findings must include (a) state or local officials continue to recommend measures to promote social distancing, or that (b) an in-person meeting would constitute an imminent risk to the safety of attendees. The findings need not be in the form of a resolution, but a resolution is helpful in formalizing these findings.

The enclosed Resolution makes the required findings under AB 361, and if adopted, it will allow the City to continue to offer teleconference accessibility for public meetings, to help mitigate the spread of COVID-19, as well as during other state-proclaimed emergencies where physical attendance may present a risk.

Lastly, it is important to note that having virtual meetings under the provisions of AB 361 is optional. If the Council wishes, it may meet in person or in a hybrid format.

Fiscal Impacts:

None.

Recommendation:

Adopt resolution making findings and determinations under AB 361 for the continuation of virtual meetings and authorizing virtual City Council, Commission, Committee, Board, and other City meetings pursuant to AB 361.

Attachments:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK MAKING FINDINGS AND DETERMINATIONS UNDER AB 361 FOR THE CONTINUATION OF VIRTUAL MEETINGS AND AUTHORIZING VIRTUAL CITY COUNCIL, COMMISSION, BOARD, AND OTHER CITY MEETINGS PURSUANT TO AB 361

The City Council of the City of Live Oak does hereby find, order and resolve as follows:

WHEREAS, all meetings of the Live Oak City Council are open and public, as required by the Ralph M. Brown Act (Cal. Gov't Code section 54950 et seq.), so that any member of the public may attend, participate and view the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions and requirements; and

WHEREAS, Government Code section 54953(e) requirements include but are not limited to (1) the existence of a state of emergency declared by the Governor pursuant to Government Code section 8625 and (2) State or local officials have imposed or recommended measures to promote social distancing; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic and as of the date of this Resolution, the proclaimed state of emergency remains in effect; and

WHEREAS, on March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20, which suspended and modified the teleconferencing requirements under the Brown Act (California Government Code Section 54950 et seq.) to allow local legislative bodies to hold public meetings via teleconference; and

WHEREAS, on June 11, 2021, Governor Gavin Newsom issued Executive Order N-08021, which extended the provisions of N-29-20 concerning the conduct of public meetings through September 30, 2021, and the Governor subsequently signed legislation revising Brown Act requirements for teleconferenced public meetings (Assembly Bill 361, referred to hereinafter as "AB 361"); and

WHEREAS, to preserve public health and safety, the State Public Health Officer has issued various orders and guidance regarding COVID-19 prevention measures, which includes references and a statement of support for social distancing recommendations; and

WHEREAS, the California Department of Industrial Relations has issued COVID-19 Prevention regulations in Title 8 of the California Code of Regulations (Section 3205 et seq.); and

WHEREAS, based on the foregoing, the City Council finds that (1) the Governor's Proclaimed State of Emergency as a result of the COVID-19 pandemic is currently in effect and has not been terminated, and (2) State officials have imposed or recommended measures to promote social distancing; and

WHEREAS, the City Council has considered the circumstances of the state of emergency, including all information relate to this matter, the associated staff report; and

WHEREAS, in light of the foregoing, the City Council desires to continue to have the flexibility to meet via tele/video conference and the City Council finds that it and its legislative bodies shall be permitted to conduct their meetings by teleconferencing without compliance with Government Code section 54953(b)(3) pursuant to section 54953(e), and such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed by section 54953(e)(2).

NOW, THEREFORE, BE IS RESOLVED, FOUND AND ORDERED by the Live Oak City Council as follows:

1. The facts set forth in the above recitals are true and correct and incorporated into this resolution by reference.
2. As a result of the continuing COVID-19 state of emergency declared by Governor Newsom, State officials continue to impose or recommend measures to promote social distancing based on the State Public Health Officer's guidance and recommendations supporting social distancing and the Department of Industrial Relations' issuance of COVID-19 Prevention regulations through Title 8 of the California Code of Regulations, section 3205 et seq. promoting social distancing in the workplace.
3. Under the present circumstances, the City Council by and through its City Manager, is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this resolution including conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.
4. This Resolution shall take effect immediately upon adoption and shall be effective until the earlier of (i) Thirty (30) days from adoption of this Resolution or (ii) such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which its legislative bodies may continue to teleconference without compliance with Section 54953(b)(3).
5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 16th day of February, 2022, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

APPROVED:

Nancy Santana, Mayor

ATTEST:

Luis Cibrian, Deputy City Clerk



City of Live Oak Report to City Council

Meeting Date: February 16, 2022

Title: Budget Calendar for Fiscal Year 2022-23 Budget

Contact Information: James Ramsey, Finance Director

Background: During the last budget season, the City Council has asked to create a budget calendar with specific dates that allowed for timely review of the budget as well as allowed time for the public to provide input during study sessions for the budget. Management has developed the budget calendar included in the staff report for the City Council's review. This item is a receive and file and there is no action that needs to be taken to approve the calendar.

Recommendation: Receive and file.

Attachments:

[Budget Calendar Staff Report](#)



February 16, 2022

TO: Members of the City Council

FROM: James W Ramsey, CPA, CFE, Finance Director

SUBJECT: Proposed Budget Calendar

During the last budget season, the City Council has asked to create a budget calendar with specific dates that allowed for timely review of the budget as well as allowed time for the public to provide input during study sessions for the budget. Management has developed the following budget calendar for the City Council's review. This item is a receive and file and there is no action that needs to be taken to approve the calendar.

Budget Calendar

Activity	Responsible Party	Timing
Budget requests <i>-Department heads meet with Finance Director to prepare estimates of revenues and non-payroll expenditures.</i>	Department Heads	2/21 – 3/4
Personnel Budget <i>-Finance prepares the payroll budget</i>	Finance	2/28 – 3/4
Compilation of all budget requests & narratives	Finance	3/7 – 3/11
City Manager evaluation of overall budget	City Manager / Finance Director	3/14 – 3/18
Budget study session materials disseminated to City Council	Finance	3/25
Budget study session - #1	City Council, City Manager, Department Heads, Public	3/30

Activity	Responsible Party	Timing
Budget study session - #2 (if necessary)	City Council, City Manager, Department Heads, Public	4/6
Update budget document based on study sessions	Finance	4/11 – 4/15
Budget study session - #3 to go over the result of the changes from previous sessions	City Council, City Manager, Department Heads, Public	4/20
Prepare GANN Limit calculation <i>California Department of Finance letter is typically not available until May 1st</i>	Finance	5/4
Approval of Budget and GANN Limit	City Council	5/18



City of Live Oak Report to City Council

Meeting Date: February 16, 2022

Title: Approve Agreement with E-Center in Regards to Lease of City Property at 2569 Apricot Street, Live Oak, California

Contact Information: Aaron Palmer, City Manager

Location: 2569 Apricot Street

Background: The E-Center has been renting this City property for several years. The E-Center, in Live Oak, has Head Start and Early Head Start programming.

The Proposed agreement is for three years.

Fiscal Impacts: None in Year 1 and 2. Year 3, the City will see an increase in annual rent of nine-six dollars (\$96.00). E-Center Staff has information the City that rent payments to the City come from their grant funding. They plan to secure more rent funding in their next grant cycle. The City has let the E-Center know that a minimum of five percent (5.0%) increase in rent maybe a possibility at the next contract renewal.

Recommendation: Approve agreement with E-Center in regards to lease of City property at 2569 Apricot Street, Live Oak, California.

Attachments:

[E Center and City of Live Oak Lease](#)

LEASE AGREEMENT

State of California
County of Sutter
City of Live Oak

This Lease, made between the City of Live Oak, hereinafter referred to as the Lessor, and E Center, hereinafter referred to as the Lessee, provides as follows:

RECITALS

- A) Lessor is the sole owner of the Property described below and desires to lease said land to Lessee to be utilized for low income, child development services.
- B) Lessee desires to lease the land for the purposes of a Head Start Program and related child development activities.
- C) The parties desire to enter into a Lease Agreement defining their rights, duties and liabilities relating to the Property.

In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Subject and Purpose.

Lessor agrees to lease the building and land located at 2569 Apricot Street, Live Oak, Sutter County, California (hereinafter the "Property"). The area to be leased is comprised of a total of FIVE THOUSAND FOUR HUNDRED SEVENTY-FIVE (5,475) square feet of interior space and approximately SEVEN THOUSAND ONE HUNDRED TWENTY-EIGHT (7128) square feet directly behind and to the north of the Yuba Sutter Head Start Building. Lessee previously placed modular buildings on the land, which are solely owned by Lessee. A map is attached hereto as Exhibit A and incorporated herein as if set forth in full, depicting the area.

2. Terms and Rent.

Lessee agrees to lease the Property for a term of three (3) years, commencing on October 1, 2021 and terminating on September 30, 2024. Rent shall increase by TWO PERCENT (2%) for the last year of the term of this Lease. For the first lease year beginning October 1, 2021, rent shall be the sum of FOUR THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$4,830.00) per month. Rent for the second lease year beginning October 1, 2022, shall be FOUR THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$4,830.00). Rent for the third lease year beginning October 1, 2023, shall be FOUR THOUSAND NINE HUNDRED TWENTY-SIX DOLLARS (\$4,926.00).

Rent shall be paid monthly and should be due and payable on the first day of each month.

The monthly rental payments shall be payable to the City of Live Oak at 9955 Live Oak Boulevard, Live Oak, CA 95953, Attention: City Manager, or as otherwise directed by Lessor in writing.

Lessor acknowledges and understands that Lessee is a publicly, funded Head Start agency. Because Lessee is a Head Start agency that is required to supplement funding with in-kind donations, Lessor agrees

that any difference between the Lease amount and the fair market value of the property as determined by an independent appraiser may be considered an in-kind donation.

3. Lease Renewal.

Lessor grants Lessee the first option to negotiate a renewal of this Lease at the end of its term. Lessee shall notify Lessor in writing not less than ONE HUNDRED AND TWENTY (120) days prior to the expiration of this Lease if Lessee desires to negotiate an extended term to this Lease. The parties agree that in the event such timely notification is made, that they shall enter into good faith negotiations for the renewal of the Lease. In the event the parties are unable to come to an agreement as to the amount of rent and other terms of renewal, Lessor agrees that it shall not offer the property to any other party for a period of NINETY (90) days following expiration of this Lease unless the terms offered to other prospective Lessees with said NINETY (90) day period are at least as favorable to Lessor as the terms offered to Lessee herein.

4. Use.

Lessee will operate on the Property as a Head Start/Child Care/Day Care Program. Operations shall occur between the hours of 5:00 a.m. and 6:00 p.m. weekdays. During the hours of 5:00 a.m. to 6:00 p.m. on weekdays, Lessee shall have exclusive use and control of the Property. Between the hours of 6:00 p.m. and 5:00 a.m. on weekdays and the entire FORTY-EIGHT (48) hours of weekends (Saturdays and Sundays), the Lessor shall make such use of the Property as it wishes, provided that such use shall not interfere with Lessee's operations. Ideally, TWO (2) week notice will be given to Lessee by Lessor to reserve use of the Property. However, if less than TWO (2) week notice is provided by Lessor, and the requested use(s) do not conflict with Lessee's scheduled uses, Lessor may use Property with agreement of Lessee. Following use of the Property, pursuant to this paragraph, Parties agree to conduct a walk-through inspection as to the condition of the Property. Lessor shall pay Lessee the sum of TWENTY-FIVE DOLLARS (\$25.00) per day for each day that Lessor uses the Property.

Lessee's activities/services will meet the intent of the Federal CBDG Program to primarily benefit low-income persons. No part or portion of this Lease may be sublet or assigned by Lessee without written permission of the Lessor as evidenced by the execution of a Sublease and Collaboration Agreement in a form approved by Lessor and signed by Lessor's representative.

5. Utility Bills.

Except as the Parties may otherwise agree to the contrary in writing or in an exhibit or addendum to this Lease, Lessee shall pay all utility bills incurred by it, including water, gas, electricity, fuel, light, and heat. Lessee shall have the ability to control all heat and air conditioning to all areas of the building located on the Property.

6. Exterior Signs.

Lessee is hereby given permission to erect its customary signs used to identify its Program on the exterior walls of its buildings, provided any such signs conform to all laws, ordinances and regulations pertaining thereto and provided further that Lessee shall be responsible for any damages to the Property occasioned by the installation and/or removal of such signage. Lessee shall remove said signage upon the termination of the Lease.

7. Maintenance

Lessor agrees to maintain the roof, exterior walls, exterior windows, the foundation and floors of the building on the Property and the blacktop paving and sidewalks used in connection with the building on the Property at its own risk and expense. Lessee agrees to maintain the restroom facilities and the interior of the building on the Property in good order, repair and condition at its own risk and expense, reasonable use of wear and damage by fire and elements excepted.

Lessee agrees to perform at its own risk and expense all appropriate routine maintenance and regular services to the heating system, lights and light fixtures, air conditioning system, water heater, plumbing, and mechanical systems on the Property. In the event of failure of any of these items for reasons other than abuse or misconduct by Lessee, Lessor agrees to repair or replace the malfunctioning item or items at its own risk. Lessee shall also be responsible for the maintenance of the landscaping on the Property.

Lessor shall have THIRTY (30) days after notice from Lessee to commence performance of its obligations, except the Lessor shall perform its obligation immediately if the nature of the problem presents a hazard or emergency or threatens closure of the facility. If Lessor does not perform its obligation within the time limitations in this paragraph, Lessee may perform the obligations and have the right to be reimbursed for the sum it actually expends in the performance of Lessor's obligations. If Lessor does not reimburse Lessee within THIRTY (30) days after demand from Lessee, Lessee shall have the right to withhold from future rent due the sum Lessee has expended until Lessee is reimbursed in full.

Lessor and Lessee agree that each shall perform its maintenance responsibilities in a manner compatible with property maintenance of the entire Property. In the event that an inadequate maintenance program on the part of either party shall cause the other party excessive costs are attributable to such inadequate maintenance program.

It is also agreed that the Lessee has provided and will continue to maintain all the necessary kitchen equipment, which is subject to State Licensing Requirements. Lessee has provided the following: (1) Commercial Stove, (2) Stainless Steel Work Table, (3) Commercial Dishwasher, (4) Commercial Refrigerator, (5) Commercial Freezer, (6) Commercial Mixer, (7) Commercial Microwave, (8) Outdoor Climbing Structure & Play Equipment, (9) Office Equipment & Furnishings, and (10) Classroom furnishings.

Such equipment, and all other equipment or facilities within the kitchen area shall be, by routine maintenance, maintained in good working order by the Lessees for preparation of meals for the Head Start children. Lessee shall maintain ownership of the equipment enumerated above and may be removed by Lessee at the termination of this Lease but at no time prior within written consent of Lessor.

8. Quiet Possession.

Lessor warrants the Lessee, on paying the monthly rental installments and other payment provided for herein and on keeping, observing, and performing all other terms, conditions, and provisions herein obtained on part of the Lessee, shall during the full Lease term, peaceably and quietly have, hold and enjoy the Property of the full term of this Agreement, subject to Lessor's use on weekends and from 6:00 p.m. until 5:00 a.m. the following morning on weekdays as specified herein.

9. Indemnification and Hold Harmless.

Lessee agrees to indemnify and hold harmless the Lessor, its officers, officials, employees and volunteers from any and all liability, loss or damage Lessor may suffer as a result of claims, demands, costs or judgments against it arising from Lessee's use of the subject property, including any claims of "dangerous condition" of property and said indemnification shall extend to claims for property damage and for injuries (including death) which may arise from or in connection with Lessee's operation and use of the Property, including any claims of a "dangerous condition" existing on the Property, except where caused by the active negligence, or willful misconduct of the Lessor.

Lessee agrees to hold the Lessor harmless from any claims, which it may have in addition to claims of third parties, except where caused by the active negligence, sole negligence, or willful misconduct of Lessor.

The indemnity and hold harmless obligations under this Agreement extend to and include in addition to the amount demanded by any claimant, the costs of litigation and defense of such claim (whether or not legal proceedings are instituted on said claim, i.e., expenses of defense, including reasonable attorney's fees, shall be borne by Lessee irrespective of whether a legal action is filed by the claimant).

The indemnity and hold harmless provisions of this Agreement shall commence on the date of execution of this Lease and shall continue in full force and effect until this Lease is terminated, provided however, that the Lessee's obligations to defend and indemnify as to the claims which arose during the original or any extended term of this Lease shall continue with respect to such claims until they have been fully and finally resolved. Lessee agrees to notify Lessor in writing within TWO (2) days of any claim made against Lessee on the obligations indemnified against.

10. Insurance.

Lessee 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 Lessee's operation, and use of the Property. The cost of such insurance shall be borne by Lessee. Lessee further agrees to comply with the Lessor's "Insurance Requirements for Lessees" as set forth in Exhibit B attached hereto and incorporated herein by reference.

11. Licensing Requirements.

It is understood by the parties hereto that Lessee has to meet State of California and County of Sutter licensing requirements in order to operate its Head Start/Migrant Head Start. In the event that destruction of or damage to the Property prevents the Lessee from obtaining or maintaining said license, or the Property is deemed un-licensable for any other reason according to State guidelines, Lessee shall not be obligated to pay rents or any portion thereof for periods which license is not in force due to said events.

12. Destruction of or Damage to Property

If the Property are totally destroyed by storm, fire, lightening, earthquake, or other casualty, Lessor shall have the option of rebuilding the Property, in which event Lessee's obligations to make rental payments shall cease from the time of destruction until the Property are again ready for occupancy. The term of this Lease shall be extended for a period of time equal to the time that the Lessee was no longer

in possession of the Property (i.e., from the time of the destruction until the time that the Property have been rebuilt and are again ready for occupancy).

If the Lessor chooses not to rebuild the Property, then the Lessor may, by notice to Lessee, terminate this Lease.

13. Cancellation/Funding Contingency.

It is understood by Lessor that Lessee's source of funding for the Program which this Lease is obtained is derived from the Federal Government, Department of Health and Human Services, and Lessor agrees that in as much as the above-stated Program is funded on an annual basis, this Lease can only be terminated in the event that sufficient funds are not provided by these sources for the Program operated by Lessee due to termination or cutbacks in funding or seriously declining enrollment for the upcoming fiscal year. Lessee shall provide Lessor with written notice of intent to terminate this Lease not later than THIRTY (30) days prior to May 1 of each year, which is the beginning of Lessee's fiscal year.

The Parties may terminate this Lease at any time by giving SIX (6) months written notice to the other Party as set forth in this Lease.

14. Entry for Carding.

Lessor may card the Property "For Rent" SIXTY (60) days before the termination of this Lease. Lessor may enter the Property after giving reasonable prior written notice at reasonable hours to exhibit same to prospective purchasers or tenants and/or make repairs.

15. Attorney's Fees.

In case a lawsuit should be brought for recovery of the Property, or for any sum due hereunder, or for any breach or any act which may arise out of the possession of the Property, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action including reasonable attorney's fees.

16. Surrender of Property and Removal of Fixtures.

At termination of this Lease, Lessee shall surrender the Property and keys thereof to Lessor in same condition as at commencement of term, ordinary wear and tear only excepted. Lessee may, if not in default hereunder prior to the expiration hereof, remove all fixtures and equipment which has placed in or on the Property, provided Lessee repairs all damages to the Property caused by such removal. Lessee shall remove the temporary buildings from Lessor's property.

17. Holding Over.

If Lessee remains in possession of the Property after expiration of the term hereof, with Lessor's acquiescence and without any express agreement of the parties, Lessee shall be a tenant at will at the rental rate in effect at the end of the Lease and there shall be no renewal by law.

18. Notices.

Any notices given pursuant to this Lease shall be in writing and sent by registered or certified mail to:

LESSOR: CITY OF LIVE OAK
ATTN: AARON PALMER, CITY MANAGER
9955 LIVE OAK BLVD.
LIVE OAK, CA 95953

LESSEE: E CENTER
ATTN: KULRAJ SAMRA, CEO
1506 STARR DRIVE
YUBA CITY, CA 95993

19. Definitions.

Lessor as used in this Lease shall include the Lessor, heirs, representatives, assigns and successors in title to the Property.

Lessee shall mean E Center, Head Start Programs.

Lessor and Lessee include singular and plural, corporation, partnership, or individual, as may be appropriate for the particular parties.

20. Responsible Parties.

The E center ECE Program Officer is charged with all daily operations at the Center, including the enforcement of all Federal, State and County regulations, Agency and Program policies, supervision of staff and children, and other program functions. All concerns and other matters of interest to the Lessor will be discussed first with the ECE Program Officer for agreement and resolution. The name and telephone number of the ECE Program Officer is Jodie Keller at (530) 741-2995.

21. Binding Agreement.

This Lease Agreement and each term and condition contained herein, shall be binding on the heirs, successors, transferees of the parties, and any other person or entity claiming through such Parties.

22. Compliance with Regulations.

Lessee shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the first insurance underwriters.

23. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of California.

24. Entire Agreement/Amendment.

This Lease contains the entire agreement of the Parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

25. Severability.

If any portion of this Lease shall be held to be invalid or unenforceable for an reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed ad enforced a so limited.

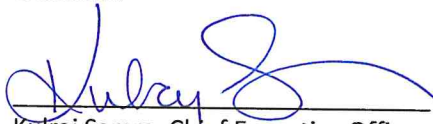
26. Waiver.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, we the undersigned hereby execute this Lease an acknowledge having read the foregoing prior to execution and having received a copy thereof:

LESSEE:

E CENTER

Date: 2-9-2022

 Kulraj Samra, Chief Executive Officer

LESSOR:

CITY OF LIVE OAK

Date: _____

 Nancy Santana, Mayor

ATTEST:

 Clarissa Menchaca, City Clerk

Exhibit A



0.0 0.01 0.0 Miles

NAD_1983_StatePlane_California_II_FIPS_0402_Feet
© City of Live Oak

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend

Address Points
<all other values>

- Active, CAD
- Active, LOB
- Active, SCB
- Active, UNOFFICIAL
- Active, YCB
- Inactive, LOB
- Inactive, SCB
- Inactive, UNOFFICIAL
- Inactive, YCB
- Proposed, LOB
- Proposed, SCB
- Proposed, YCB
- Retired, LOB
- Retired, SCB
- Retired, UNOFFICIAL
- Retired, YCB
- Unknown, CAD
- Unknown, SCB
- Unknown, UNOFFICIAL

Building Footprints
Roads 1k - 10k

- 1
- 3
- 4
- 5

Railroads

Levees 1k - 30k

Parcels 0k - 5k

2019 (.25')

Red: Band_1

Green: Band_2



LIVE OAK
CALIFORNIA



City of Live Oak Report to City Council

Meeting Date: February 16, 2022

Title: Discussion and Direction Regarding Increasing the Monthly Stipend for City Council Members

Contact Information: Nicole Rosser, City Attorney

Background: The process for increasing City Council compensation is set forth by Sections 36516 and 36516.5 of the California Government Code.

California Government Code Section 36516 provides, in relevant part as follows:

(a)

(1) A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).

(2) The salaries approved by ordinance under paragraph (1) shall be as follows:

(A) In cities up to and including 35,000 in population, up to and including three hundred dollars (\$300) per month.

...

(4) The salary of council members may be increased beyond the amount provided in this subdivision by an ordinance or by an amendment to an ordinance, but the amount of the increase shall 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 ordinance shall be enacted or amended to provide future increases in salary.

(b) Notwithstanding subdivision (a), at any municipal election, the question of whether city council members shall receive a salary for services, and the amount of that salary, may be submitted to the electors. If a majority of the electors voting at the election favor it, all of the council members shall receive the salary specified in the election call. The salary of council members may be increased beyond the amount provided in this section or decreased below the amount in the same manner.

Live Oak Municipal Code Section 2.08.030 states as follows:

Each member of the City Council shall receive, as salary, the sum of \$364.65 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.

This Municipal Code appears to have been amended as recently as 2006.

As indicated by the statute designated above, California State law provides that City Council members may be compensated in an amount not to exceed a cap that is graduated depending on the City's population. This was clearly set in accordance with the population in Live Oak. The compensation may be increased by not more than 5% per year (non-compounded) from the operative date of the last adjustment. In our case, the Council has not had an increase in 16 years. The Attorney General has ruled that the maximum 5% per year percentage increase must be applied only once, with no compounding. 89 Ops.Cal.Atty.Gen. 159 (2006). You can only calculate the increase based on what the actual salary was, not on what it could have been. In other words, the city may not apply the 5% to the currently received salary amount only for the first year, and then apply it to the newly calculated amount for the second year, and continue these separate calculations for each intervening year. In Live Oak since sixteen years has passed since the last salary increase, one calculation would result in an increase of 80%. Thus, the Council could vote to increase the salary as follows:

$$\begin{aligned} \$364.65 \times 80\% &= \$291.72 \text{ increase/month} \\ \$364.65 + 291.72 &= \$656.37/\text{month} \end{aligned}$$

The salary in Live Oak could be increased to \$656.37/month.

Government Code section 36516.5 also prohibits any change in compensation during the council member's term of office. This does not mean that Councilmembers elected in 2020, must wait until their next term of office in 2024. Because city council members serve staggered terms, Councilmembers will be eligible for an increase following the next municipal election in 2022, when two or three of the Councilmembers run for reelection or new terms are established. So, in this case, if the City Council were to vote to update the Ordinance, the change would not go into effect until after the November 2022 election.

This item is being brought to give direction to staff. If staff is given direction that the Council wants to see an increase of a certain amount (not to exceed \$291.72/month), then staff will prepare the necessary Ordinance and bring it back to Council meeting the procedural requirements of notice and publication.

Analysis:

Currently the Salary and Benefits for the a Council Member is as follows.

Stipend - \$364.65 per month

Health Ins. - City pays 82.0% of the premium of the chosen plan

Dental Ins. - City pays 100% for employee only. City pays 82% for employee + 1 and employee + family

Vision Ins. - City pays 100% of any plan chosen

Life Ins. - City pays 100% of premium. Policy is valued at \$25,000

Retirement - Council Members can elect to enroll in CalPERS Retirement

Fiscal Impacts: Fiscal impact will be determined upon a decision by Council. It could be \$0.00 and up to \$17,503.20, if the full increase amount is approved.

Recommendation: Provide direction to staff.

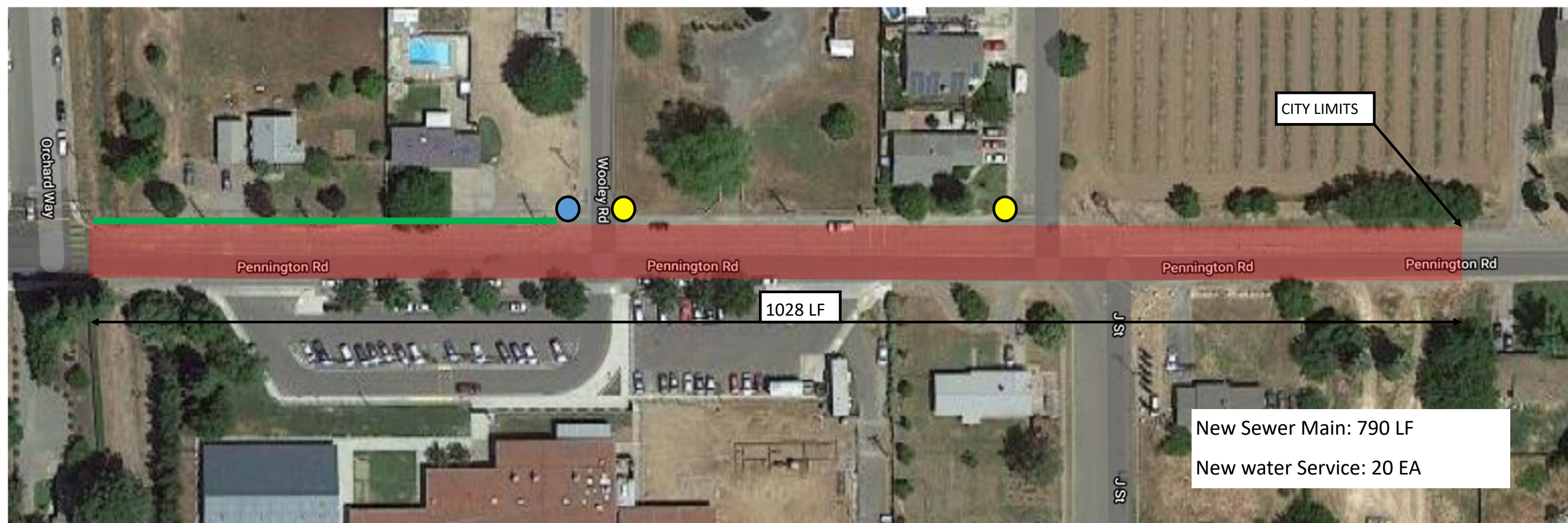


City of Live Oak Report to City Council

Meeting Date:	February 16, 2022
Title:	Discussion and Possible Direction Regarding Reconstruction of Pennington Road from Orchard Way to Eastern City Limits
Contact Information:	Aaron Palmer, City Manager
Location:	Pennington Road from Orchard Way to Sinnard Avenue.
Background:	Pennington Road was reconstructed from Larkin to Orchard. This was using Community Development Block Grant funding. This project was completed in January 2018. Orchard to Eastern City Limits is the final section of the Pennington Road East project that needs to be completed.
Fiscal Impacts:	At this time, engineering has determined that a rough estimate of \$1,065,436 to rehabilitate this section of road. The is approximately \$580,000 in Fund 15 (TDA Transportation Tax) Reserves and approximately \$400,000 in Fund 14 (Gas Tax) Reserves that can be used for this project. There is also approximately \$4.2 million in General Fund Reserves. General Fund Reserves can be used towards this project. There is approximately \$61,000 in Water System work and \$125,700 in Sewer System work that could be charged to those particular funds.
Recommendation:	Provide staff direction in regards to the possible reconstruction of Pennington Road from Orchard Way to Eastern City Limits.
Attachments:	

[Pennington Rd East Cost Estimate 2-11-22](#)
[Pennington Rd East Project Improvements](#)

PENNINGTON RD RECONSTRUCTION					
Project Information					
Agency:		City of Live Oak			
Project Scope:		Reconstruct Pennington Road			
Project Location:		Pennington Road - Orchard to Eastern City Limits			
Date:		11/9/2020 (revised 2/11/22)			
LIVE OAK					
Item No.	Item	Quantity	Units	Unit Cost	Total Item Cost
1	Mobilization	1	LS	\$57,636.15	\$57,636
2	Water Pollution Control Plan	1	LS	\$5,000.00	\$5,000
3	Temporary Traffic Control	1	LS	\$29,176.27	\$29,176
4	Remove AC Pavement	40742	SF	\$2.00	\$81,483
5	Roadway Excavation	2108	CY	\$35.00	\$73,770
6	Curb and Gutter	350	SF	\$ 65.00	\$22,750
7	ADA Ramp (NEW)	1	EA	\$ 5,000.00	\$5,000
8	ADA Ramp (R&R)	2	EA	\$ 7,000.00	\$14,000
9	Asphalt Concrete	1439	TON	\$ 110.00	\$158,286
10	Class II Aggregate Base (structural section)	1831	CY	\$ 100.00	\$183,141
11	Class II Agg. Base (shoulder backing)	5	CY	\$ 100.00	\$500
12	Adjust Manhole and Lid to Grade	6	EA	\$ 1,200.00	\$7,200
13	Adjust Water Valve and Cover to Grade	1	EA	\$ 1,200.00	\$1,200
14	Thermoplastic Markings	333	SF	\$ 13.00	\$4,329
15	Thermoplastic Striping (Detail 22)	860	LF	\$ 3.00	\$2,580
16	Remove & Abandon 1" Residential Water Service	20	EA	\$ 500.00	\$10,000
17	Residential 1" Water Service	20	EA	\$ 2,500.00	\$50,000
18	Sewer Main (8")	790	LF	\$ 150.00	\$118,500
Subtotal:					\$824,551
Construction Item Contingencies (10% of Construction Items):					\$123,683
Total Construction Cost (Construction Items & Contingencies):					\$948,234
Escalation to 2022 (assume 6% per year)					\$1,065,436



Reconstruct Road (5" AC/14" AB—Road)



Curb and Gutter



New ADA Ramp



R & R Ramp

Pennington Road — Orchard Way to Eastern City Limits



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

Meeting Date: February 16, 2022
Title: Councilmember Chapdelaine's Comments
Attachments:

[Councilmember Chapdelaine's Comments](#)

Clarissa Menchaca

Subject: FW: Council Member Comment

From: Jeramy Chapdelaine <JChapdelaine@liveoakcity.org>

Sent: Friday, February 11, 2022 2:17 PM

To: Clarissa Menchaca <cmenchaca@liveoakcity.org>

Subject: Re: Council Member Comment

Great, thank you so much. I'd like to submit the comment below. I'd also like to briefly discuss the item during the meeting.

My fellow Council Members,

After attending my first few Council meetings since being elected to serve on the Live Oak City Council, I've observed that aside from providing comments and/or direction regarding agenda items the Council Members have no way of communicating committee reports or providing any other miscellaneous information to the other Council Members or the public, other than by submitting written comments such as this.

Another item I've noticed that has changed, is there's no way for Council Members to verbally request an item be added to a future agenda.

Both of these items used to be covered by a routine agenda item titled:

Councilmember Reports Comments/Requests

I respectfully request that this item be added back to every City Council meeting agenda, as it is still a regular item on all other City commission and committee agendas.

Thank you,

Jeramy Chapdelaine