



**LIVE OAK
CITY COUNCIL**

**REGULAR MEETING AGENDA
December 18, 2019
6:00 PM**

MEETING LOCATION
LIVE OAK CITY COUNCIL CHAMBERS
9955 LIVE OAK BOULEVARD
LIVE OAK, CA 95953

MEMBERS OF THE COUNCIL

BOB WOTEN, MAYOR
LUIS HERNANDEZ, VICE MAYOR
J.R. THIARA, COUNCILMEMBER
ALEKSANDER TICA, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER

AARON PALMER,
CITY MANAGER

BRANT BORDSEN,
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 Blvd., 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.

If you wish to speak before council at the meeting on any item, please complete a speaker card and submit to the meeting clerk before the item is discussed.

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.

Call to Order

Roll Call

Pledge of Allegiance and Invocation

Public Comment

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Consent Items

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

1. **City Council Meeting Minutes**

Recommendation: Approve the December 4, 2019 City Council Meeting minutes.

Clarissa Menchaca, City Clerk

[12.4.2019 Regular Meeting Minutes](#)

2. **AB 1600 Development Fee Annual Reporting**

Recommendation: 1) Make findings that funds held in various funds older than five years are not sufficient to begin projects; and 2) Accept and file the fiscal year (FY) 2018-19 Annual Report.

Joe Aguilar, Finance Director

[Development Impact Fees Detailed Report](#)

3. **Quarterly City Projects Report**

Recommendation: Receive and file the December 2019 Quarterly City Projects Report.

Alison Schmidt, Management Analyst

[December 2019 Quarterly City Projects Report](#)

4. **Resolution Authorizing the County of Yuba to Submit to the California Department of Resources Recycling and Recover (CalRecycle) a Collaborative Application for Waste Tire Enforcement Grant, FY 2019-20 on Its Behalf**

Recommendation: Adopt a resolution authorizing the County of Yuba to submit to CalRecycle a collaborative application for Waste Tire Enforcement Grant, FY 2019-20 on its behalf.

Alison Schmidt, Management Analyst

Resolution

Business Items

5. Leasing of the Depot Building to the Lion's Club

Recommendation: Approve the proposed lease agreement and authorize the Mayor to sign the agreement.

Aaron Palmer

[Lease Agreement](#)

[Insurance Certificate](#)

6. Reappointment of Council Member Ghag to the Sutter-Yuba Mosquito & Vector Control District Board (MVCD)

Recommendation: Reappoint Council Member Ghag to the Sutter -Yuba Mosquito & Vector Control District Board with a term ending December 31, 2023.

Aaron Palmer, City Manager

[Email from Sutter-Yuba MVCD General Manager](#)

[Letter to City Council Members](#)

Updates and Announcements (City Attorney, City Manager)

Councilmember Reports/Comments/Requests

Adjournment



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

Meeting Date: December 18, 2019

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Location: Citywide

Fiscal Impacts: None.

Recommendation: Approve the December 4, 2019 City Council Meeting minutes.

Attachments:

[12.4.2019 Regular Meeting Minutes](#)



Live Oak City Council
Regular Meeting Minutes
December 4, 2019
6:00 PM

Call to Order

Meeting called to order by Mayor Ghag at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:00 pm.

Roll Call

Present: Councilmembers Hernandez, Tica, Thiara, Vice Mayor Woten, and Mayor Ghag

Pledge of Allegiance and Invocation

Mayor Ghag led the Pledge of Allegiance. Kathy Woten delivered the invocation.

City Council Organization for 2020

A. Election of Council Mayor

MOTION: NOMINATE VICE MAYOR BOB WOTEN AS MAYOR.
(MOTION: TICA; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

B. Election of Council Vice Mayor

MOTION: NOMINATE COUNCILMEMBER LUIS HERNANDEZ AS VICE MAYOR.
(MOTION: TICA; SECOND: WOTEN)

VOTE: MOTION PASSED 4-1

AYES: COUNCILMEMBERS HERNANDEZ, TICA, GHAG, AND MAYOR WOTEN

NOES: COUNCILMEMBER THIARA

Public Comment

The following member of the public addressed the Council: Rick Dais.

Consent Items

MOTION: APPROVE THE CONSENT AGENDA, WITH THE EXCEPTION OF ITEM 1 AND ITEM 3 WHICH WERE PULLED FOR FURTHER DISCUSSION.
(MOTION: TICA; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

1. Accounts Payable Transactions

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

2. City Council Meeting Minutes

Action: Approved the November 20, 2019 Regular Meeting minutes.
Contact: Clarissa Menchaca, City Clerk

3. Contract Amendment with West Yost for Well 7 Project

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

Items Removed from the Consent Agenda for Council Consideration and Action

1. Accounts Payable Transactions

Contact: Joe Aguilar, Finance Director

Joe Aguilar, Finance Director, addressed questions from the Council.

MOTION: MOVE THE PREVIOUS QUESTION.
(MOTION: TICA; SECOND: HERNANDEZ)

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

MOTION: APPROVE ITEM 1.
(MOTION: TICA; SECOND: HERNANDEZ)

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

3. Contract Amendment with West Yost for Well 7 Project
Contact: Alison Schmidt, Management Analyst

Alison Schmidt, Management Analyst, addressed questions from the Council.

Ron Walker, Public Works Director, addressed questions from the Council.

MOTION: MOVE THE PREVIOUS QUESTION.
(MOTION: TICA; SECOND: HERNANDEZ)

*CLERK'S NOTE: COUNCILMEMBER TICA WITHDREW HIS MOTION TO ALLOW DEBATE TO CONTINUE.

MOTION: TABLE ITEM 3.
(MOTION: GHAG; SECOND: THIARA)

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

MOTION: MOVE THE PREVIOUS QUESTION.
(MOTION: TICA; SECOND: HERNANDEZ)

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

MOTION: 1) APPROVE THE CONTRACT AMENDMENT WITH WEST YOST; 2) APPROVE THE BUDGET ADJUSTMENT RESOLUTION IN THE AMOUNT OF \$350,000 FROM THE WATER CONNECTION FUND; AND 3) AUTHORIZE A \$350,000 2-YEAR LOAN AT 2% INTEREST FROM THE SEWER ENTERPRISE TO THE WATER CONNECTION FUND.
(MOTION: TICA; SECOND: HERNANDEZ)

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

Discussion Items

4. Appointment and Reappointment to the City of Live Oak Planning Commission
Contact: Kevin Valente, Planning Director

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

Public Comment was opened and closed without any speakers.

Council Action: Directed staff to advertise a vacancy notice and extend the noticing period in order to allow more time for members from the public to apply for the vacant position.

MOTION: REAPPOINT JERAMY CHAPDELAINE TO THE PLANNING COMMISSION, WITH A TERM ENDING JANUARY 31, 2024.
(MOTION: TICA; SECOND: HERNANDEZ)

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

5. Discussion and Possible Action Regarding Sutter County Dispatch Proposal
Contact: Aaron Palmer, City Manager

Sutter County Sheriff Brandon Barnes provided a report to the Council.

Ken Sra, Sutter County General Services Director, addressed questions from the Council.

Public Comment was opened and closed without any speakers.

MOTION: APPROVE FUNDING ASSISTANCE FOR CENTRAL SQUARE PUBLIC SOFTWARE.
(MOTION: GHAG; SECOND: TICA)

VOTE: MOTION PASSED UNANIMOUSLY

6. Reclassification of City Positions
Contact: Aaron Palmer, City Manager

Aaron Palmer, City Manager, provided a report to the Council.

Luis Cibrian, Parks and Recreation Director, addressed questions from the Council.

Public Comment was opened and closed without any speakers.

MOTION: TABLE THIS ITEM UNTIL THE COUNCIL OBTAINS THE INFORMATION NEEDED TO MAKE A PROPERLY INFORMED DECISION.
(MOTION: THIARA; SECOND: NONE)

*CLERK'S NOTE: MOTION FAILED FOR LACK OF SECOND.

MOTION: APPROVE THE RECLASSIFICATION OF THE FOLLOWING BUDGETED POSITIONS:
ADMINISTRATIVE ASSISTANT PUBLIC SERVICES TO RECREATION SUPERVISOR,
ADMINISTRATIVE ASSISTANT PUBLIC SERVICES TO MANAGEMENT ANALYST, AND
TEMPORARY PARKS AND MAINTENANCE WORKER I TO REGULAR PARKS MAINTENANCE
WORKER I.
(MOTION: TICA; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

Updates and Announcements (City Attorney, City Manager)

Aaron Palmer, City Manager, announced that the City's annual Christmas Stroll is being moved to Tuesday, December 10th at 5:00 pm.

Councilmember Reports / Comments / Requests

Councilmember Ghag commented on the change of date of the City's annual Christmas Stroll. Mr. Ghag highlighted his attendance at the Early Risers Kiwanis Club meeting. Furthermore, Mr. Ghag discussed the need for traffic control plans for future City projects and announced that the Breakfast with Santa event will be held on December 14th. Lastly, Mr. Ghag congratulated Vice Mayor Hernandez and Mayor Woten on their new positions.

Councilmember Thiara congratulated Mayor Woten on his new position and commented to Vice Mayor Hernandez regarding his new position as Vice Mayor.

Councilmember Tica discussed the new Clean Air Act and highlighted his attendance at the Sacramento Area Council of Governments meeting. Mr. Tica discussed the power outage incidence which occurred in City.

Vice Mayor Hernandez inquired about the Streets, Lights, and Traffic Committee Meeting scheduled for Monday, December 9th at 4:00 pm.

Adjournment

Adjourned the meeting at 9:24 pm.

Bob Woten, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



City of Live Oak Report to City Council

Meeting Date: December 18, 2019

Title: AB 1600 Development Fee Annual Reporting

Contact Information: Joe Aguilar, Finance Director

Location: Citywide

Background: Many cities and counties charge fees on new development for expanded public improvements related to transportation, storm drains, parks, and other public infrastructure. Some of these fees are commonly known as development impact fees. In order to ensure that these fees are spent in a timely manner and on projects for which they were being collected, the State passed a bill known as AB 1600 (Mitigation Fee Act). Ab 1600 enacts Government Code Sections 66000 et al that require an annual accounting of the developer impact fees.

State law allows the City of Live Oak to require new development to contribute fees towards the cost of off-site public improvements which are needed as a result of the new development. The fees are charged based upon a pro-rata share of the cost of the new improvements. This report provides information related to the status of these funds for the year ended June 30, 2019.

State law requires the City to provide a public notice that specifies that this report is available for inspection not less than 15 days before the public meeting. The public notice was issued on December 2, 2019 and the report was available for inspection on December 2, 2019. Government Code Section 66001 (AB 1600) requires the City to review on an annual basis the status of collected development impact fees. In the event that any fees remain unexpended and unencumbered for more than five years, the City may retain the fees if the City Council adopts certain findings which substantiate the need for retaining such funds. In the event that the findings are not adopted to support the retention of the funds, the unexpended fees must be returned to the current owner(s) of the subject property.

The attached schedule provides a breakdown of accounts for the year ending June 30, 2019. All of the accounts presently maintain positive cash positions and were allocated interest earnings on a pro-rata basis as prescribed by State law. The statutes also specify that the report include the following:

- * The amount of each development fee.
- * The beginning and ending fund balance for each development fee account.
- * The amount of funds expended on each project for the year just ended.
- * The portion of the project funded by impact fees.
- * The amount of developer fees collected and interest earned for the year just ended.
- * A description of each inter-fund transfer or loan made from each development fee account.
- * If applicable, the amount of refunds made pursuant to the Government Code.

As of June 30, 2019, the Community Center Fund 31, the Public Works Corporate Yard Fund 32, General Government Fund 33, Public Safety-Police Fund 34, and Public Safety-Fire Fund 35 hold funds that are more than five years old. Based on this report, the following balances have been held for longer than five years:

\$155,373 of \$206,855 in the Community Center Fund 31
 \$2,486 of \$11,186 in the Public Works Corporation Yard Fund 32
 \$302,851 of \$330,987 in the General Government Fund 33
 \$139,202 of \$152,659 in the Public Safety-Police Fund 34
 \$75,138 of \$102,682 in the Public Safety-Fire Fund 35

At this time, the City Council can make a finding that the uncommitted funds have a specified purpose and that there is a reasonable relationship between the fee and the purpose for which it was charged. Unless this finding is made, the collected fees will need to be refunded to the current record owner or owners of lots of units of the development project.

- * Community Center Fund
- * Public Works Corporation Yard Fund
- * General Government Fund
- * Public Safety-Police Fund
- * Public Safety-Fire Fund

Presently, there are not adequate funds available in the above noted funds to commence any of the projects.

City Staff recommends that the City Council specify that the uncommitted funds in the Community Center Fund, General Government Fund, Public Safety-Police Fund, Public Safety-Fire Fund, and the Flood Control Fund are to be retained and used for projects noted in the City of Live Oak AB 1600 Fee Update Final Report dated March 2011.

Fiscal Impacts: None.

Recommendation: 1) Make findings that funds held in various funds older than five years are not sufficient to begin projects; and 2) Accept and file the fiscal year (FY) 2018-19 Annual Report.

Attachments:

[Development Impact Fees Detailed Report](#)

City of Live Oak														
Expenditures of Development Impact Fees														
General Government														
June 30, 2017														
Project		Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Total
Plans for City Hall	5705													-
City Manager Office Expansion	5705												7,480	7,480
City Manager Office Expansion	5705													-
Fund 33 Total		-	-	-	-	-	-	-	-	-	-	-	7,480	7,480

City of Live Oak
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2019

Project	Portion Funded By Fee	Project Amount Expended	Non AB 1600 Revenue 2018-19	Total AB1600 Expenditures 2018-19	Developer Fees Collected 2018-19	Interest Income 2018-19	Other Income 2018-19	Transfers In	Transfers Out	Ending Balance Prior Year	Ending Balance 6/30/2019
Parks & Recreation Fund 30											
No Expenditures This Year		\$ -	\$ -	\$ -	\$ -	\$ 771	\$ -	\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 771	\$ -	\$ -	\$ -	\$ 42,499	\$ 43,270
Community Center Fund 31											
No Expenditures This Year		\$ -	\$ -	\$ -	\$ -	\$ 3,688		\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 3,688	\$ -	\$ -	\$ -	\$ 203,167	\$ 206,855
Governmental Services-Public Works/Cor Yard Fund 32											
No Expenditures This Year		\$ -	\$ -	\$ -	\$ -	\$ 199		\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 199	\$ -	\$ -	\$ -	\$ 10,987	\$ 11,186
Governmental Services-General Government Fund 33											
No Expenditures this Yr	0%	-	\$ -	\$ -	\$ -	\$ 5,901		\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 5,901	\$ -	\$ -	\$ -	\$ 325,086	\$ 330,987

City of Live Oak
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2019

Project	Portion Funded By Fee	Project Amount Expended	Non AB 1600 Revenue 2018-19	Total AB1600 Expenditures 2018-19	Developer Fees Collected 2018-19	Interest Income 2018-19	Other Income 2018-19	Transfers In	Transfers Out	Ending Balance Prior Year	Ending Balance 6/30/2019
Public Safety-Police Fund 34											
No Expenditures this Yr		\$ -	\$ -	\$ -	\$ -	\$ 2,723		\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 2,723	\$ -	\$ -	\$ -	\$ 149,936	\$ 152,659
Public Safety-Fire Fund 35											
No Expenditures this Yr		\$ -	\$ -	\$ -	\$ -	\$ 1,489		\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 1,489	\$ -	\$ -	\$ -	\$ 101,193	\$ 102,682
Transportation - Roads/Signals 36											
No Expenditures this Yr	0%	\$ -	\$ -	\$ -	\$ -	\$ 3,333		\$ -	\$ -		
Totals		\$ -	\$ -	\$ -	\$ -	\$ 3,333	\$ -	\$ -	\$ -	\$ 49,956	\$ 53,289

City of Live Oak
Summary of Local Agency Improvement Fees
(AB1600 Development Impact Fees)
Report for Fiscal Year Ended June 30, 2019

Project	Portion Funded By Fee	Project Amount Expended	Non AB 1600 Revenue 2018-19	Total AB1600 Expenditures 2018-19	Developer Fees Collected 2018-19	Interest Income 2018-19	Other Income 2018-19	Transfers In	Transfers Out	Ending Balance Prior Year	Ending Balance 6/30/2019
Flood Control Fund 39											
No Expenditures this Yr		0	0	0	\$ -	\$ 37					
Totals		\$ -	\$ -	\$ -	\$ -	\$ 37	\$ -	\$ -	\$ -	\$ 2,022	\$ 2,059
Storm Drain Connection 52											
Reimburse Premier Homes Larkin Rd storm drain	17%	\$ 121,339	\$ 700,318	\$ 121,339	\$ -	\$ 1,094					
Totals		\$ 121,339	\$ 700,318	\$ 121,339	\$ -	\$ 1,094	\$ -	\$ -	\$ -	\$ 64,003	\$ (26,540)



City of Live Oak Report to City Council

Meeting Date:	December 18, 2019
Title:	Quarterly City Projects Report
Contact Information:	Alison Schmidt, Management Analyst
Location:	Citywide
Background:	The Quarterly City Projects Report is being presented to City Council to update Council as to the status of current and upcoming City construction and grant projects. Brief detail is given regarding the name of the project, funding sources, and the current status of the project.
Fiscal Impacts:	None.
Recommendation:	Receive and file the December 2019 Quarterly City Projects Report.
Attachments:	

[December 2019 Quarterly City Projects Report](#)

City Projects Report to Council
December 18, 2019

Current Capital Projects

- Well 7 – Grant and City Funds
 - ATEC filters delivered to Corp Yard for storage until site is ready
 - Electrical components have been ordered
 - Prime Contractor evaluating weather, site and delivery schedules to schedule remaining work
- Pennington Road Water Main – Grant and City Funds
 - Under construction, scheduled for mid December completion
- Pennington Road West – Grant Funds with City Matching Funds
 - Planning Spring 2020 to bid, have to complete Water Main project first
- 2016 TIGER Highway 99 Streetscape – Grant Funds, Caltrans Funds, City Funds
 - Plans complete
 - Bids winter of 2019/2020 for February 2020 award
 - Construction to begin March 2020, scheduled for October 2021 Completion
- PGE Utility Undergrounding – PGE Rule 20A Credits with City Funds
 - Construction began late April, complete by March 2020

Pending Capital Projects

- Recreational Trail Phase 4 – Grant Funds with City Matching Funds
 - Anticipate mid-2020 to bid
- Waste Water Treatment Plant Solar – Grant Funds with City Matching Funds
 - Waterboard to send grant agreement
 - Planning on RFQ/RFP early 2020 pending agreement from Waterboard
- P St Lift Station – City Funds
 - Working with consultant to determine needs and scope of work
- CDBG –Well 8, Grant Funds
 - Contract from HCD received, begin clearing general conditions winter 2019
- Kola Street – Transportation Funds and City Funds
 - From Larkin Rd to N Street, to compliment the Highway project 2020 design

Planning Projects

- CDBG –Riverfront Park Study, Grant funds with City Match
 - The park study is no longer needed, staff to discuss an alternate study and propose to HCD early 2020
- SACOG –Housing Element and Visioning Plan, Grant Funds
 - Planning working on beginning the Visioning Plan process
 - Planning to begin on Housing Element pending possible award of additional funding from another source

Pending Grant Applications

- SB2 – Planning Grants
 - Planning applied for funding to be used in conjunction with the SACOG Housing Element funding, application is pending approval at HCD

Upcoming Funding Opportunities

- Staff monitors upcoming opportunities as they are posted



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

Meeting Date: December 18, 2019

Title: Resolution Authorizing the County of Yuba to Submit to the California Department of Resources Recycling and Recover (CalRecycle) a Collaborative Application for Waste Tire Enforcement Grant, FY 2019-20 on Its Behalf

Contact Information: Alison Schmidt, Management Analyst

Location: Citywide

Background: Yuba County Environmental Health operates as the Yuba-Sutter Local Enforcement Agency (LEA) to perform waste tire activities on behalf of the City of Live Oak. In order for Yuba County to submit to CalRecycle a collaborative application for the FY 2019-20 Waste Tire Enforcement Grant on behalf of the City of Live Oak, it is necessary for the Council to adopt a resolution authorizing and empowering Yuba County to execute all grant-related documents, including, but not limited to applications, payment requests, agreements, and amendments necessary to secure grant funds and implement and carry out the purposes specified in the grant application, and to further authorize Yuba County to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Live Oak during the term of the FY 2019-20 Local Government Waste Tire Enforcement Grant.

The City has been partnering annually with Yuba County since 2011 in this program. Information regarding the program can be found on the Yuba County Environmental Health website at [https://www.yuba.org/departments/community_development/environmental_health/solid_waste_\(lea\)/waste_tire_managen](https://www.yuba.org/departments/community_development/environmental_health/solid_waste_(lea)/waste_tire_managen)

Fiscal Impacts: None.

Recommendation: Adopt a resolution authorizing the County of Yuba to submit to CalRecycle a collaborative application for Waste Tire Enforcement Grant, FY 2019-20 on its behalf.

Attachments:

[Resolution](#)

RESOLUTION NO. XX-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK AUTHORIZING THE COUNTY OF YUBA TO SUBMIT TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY, A COLLABORATIVE APPLICATION FOR WASTE TIRE ENFORCEMENT GRANT, FISCAL YEAR 2019/2020 ON ITS BEHALF

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Live Oak authorizes the County of Yuba to submit to the California Department of Resources Recycling and Recovery a Collaborative Application for the Waste Tire Enforcement Grant, Fiscal Year 2019/2020 on its behalf; and

BE IT FURTHER RESOLVED that the County of Yuba is hereby authorized and empowered to execute all Grant-related documents, including, but not limited to Applications, Payment Requests, Agreements, and Amendments necessary to secure Grant funds and to implement and carry out the purposes specified in the Grant Application, and that the County of Yuba is hereby authorized to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Live Oak during the term of Fiscal Year 2019/2020 Local Government Waste Tire Enforcement Grant.

THE FOREGOING RESOLUTION of the City Council of the City of Live Oak was duly and regularly introduced, passed and adopted at a regular meeting of the City Council on the 18th day of December, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Bob Woten, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



City of Live Oak Report to City Council

Meeting Date:	December 18, 2019
Title:	Leasing of the Depot Building to the Lion's Club
Contact Information:	Aaron Palmer
Location:	Highway 99 and Elm Street
Background:	<p>Earlier this year, the Lion's Club approached the City regarding the possible lease of the Depot Building. The Lion's Club informed the City that as of February 2020, the Lion's Club will not have a regular, permanent facility to meet. At the May 1, 2019 City Council meeting, the Council directed staff to work with the Lion's Club to develop a lease agreement and to bring it back to the Council at a future meeting. The last time the Depot Station was rented was June 2016. The City of Live Oak was collecting \$400 per month on the Depot Station.</p>
Analysis:	<p>The Lion's Club is currently the only service club in Live Oak. The Lion's Club has contributed throughout the years to the Live Oak Community, like the donation of the Live Oak Community Building. Every year, the Lion's Club allocates roughly \$10,000 to be given back to the community via different programs. Currently there are 26 Lion's Club members who volunteer about 2,700 hours of their time to better the community. The Lion's Club was informed by the current owner of the facility they meet at, that they would no longer be able to use that facility after February 2020. Staff has met with members of the Lion's Club and have agreed the Depot Building would meet their needs. The Lion's Club has the necessary insurance to occupy the facility. They are also willing to do regular maintenance and upkeep on the building at no cost to the City.</p> <p>The agreement included in the staff report was developed by the City Attorney. The City Attorney is recommending a lease agreement of four years. However, the Lion's Club is asking for a term of 15 years. This is an issue that will need to be discussed by the Council and a final contract length determined.</p>
Fiscal Impacts:	No monthly rent will be charged to the Lion's Club. In turn, the Lion's Club will maintain the building.
Recommendation:	Approve the proposed lease agreement and authorize the Mayor to sign the agreement.

Attachments:

Lease Agreement

Insurance Certificate

LICENSE AGREEMENT
CONCERNING THE DEPOT BUILDING
IN THE CITY OF LIVE OAK

This agreement (“Agreement”) is made by and between the City of Live Oak, a municipal corporation in the County of Sutter, State of California (hereinafter “City”) and the Live Oak Lions Club a _____ (hereinafter “Licensee”).

RECITALS

The City is the owner of a _____ square foot building known as The Railroad Depot (the “Premises”) located at _____, Live Oak, California 95953.

The City desires to grant Licensee a non-exclusive license to occupy The Depot Building, subject to the terms and conditions stated herein.

In consideration of the mutual covenants herein set forth the parties agree as follows:

SECTION 1
Incorporation of Recitals

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated into this Agreement.

SECTION 2
Non-Exclusive Use

The City hereby grants to Licensee, its agents and contractors, a non-exclusive, revocable License to enter upon and use the Premises and the right of ingress and egress to and from the Premises, subject to the terms and, conditions herein, for the purpose of holding membership meetings. NOTWITHSTANDING THIS PROVISION, THE CITY CAN SCHEDULE USE OF THE PREMISES FOR ITS OWN USE AT TIMES OTHER THAN THE REGULARLY SCHEDULED MEETING DATES OF LICENSEE.

Any and all prior understandings and agreements, whether written or oral, between the City and Licensee with respect to the Premises are hereby superseded by this Agreement.

SECTION 3
Term

This license shall commence when this Agreement is executed by both parties hereto ("Effective Date") and shall continue until December 31, 2023. Notwithstanding the foregoing, the City may terminate this License at any time by giving thirty (30) days' written notice to Licensee. At the expiration, or upon earlier termination of this License, Licensee shall immediately cease use of the Premises.

SECTION 4
Conditions Applicable to License

This License is subject to all existing covenants, conditions, reservations, contracts, leases, licenses, easements, encumbrances, restrictions and rights of way with respect to the Premises, whether or not of record.

SECTION 5
Transfer or Assignment

This License is personal to Licensee and not subject to unilateral transfer by Licensee. Any attempt to transfer or assign this license without the express written consent of Licensor shall result in the immediate termination of the this License Agreement.

SECTION 6
Permits and Regulations

Licensee shall be responsible for securing any required approvals, permits and authorizations from any federal, state or local agencies and shall comply with all applicable laws and regulations in its use of the Premises.

SECTION 7
No Interference

Licensee shall not interfere with the normal operation and activities of the City at the Premises., Licensee shall conduct its activities on the Premises so as to minimize damage to the Premises and inconvenience to the City, its agents, employees and invitees.

SECTION 8
Repair and Restoration

If Licensee, its agents or contractors cause any damage to the Premises, or to the City's roads, infrastructure or other property and improvements (collectively "Property") in connection with the exercise of this License, Licensee shall at its sole cost and expense repair and restore the Premises and Property to their original condition as existed prior to Licensee's use of the Premises pursuant to this License. Licensee shall perform any and all such repairs and restoration required hereunder by the City within 10 days of written demand to complete or effectuate such repairs. In the event that repair and restoration is performed following the termination of this License, the Licensee's Indemnity and Insurance obligations in paragraphs 11 and 12 shall continue until those obligations are satisfied.

SECTION 9
Alteration in Writing

No alteration or variation of this License shall be valid unless made in writing and signed by the City and Licensee. This License supercedes any and all prior understandings and agreements,

whether written or oral, between the parties with respect to the subject matter of this License.

SECTION 10
Notice

Any notice required hereunder shall be in writing and shall be addressed as follows:

City:
City of Live Oak
c/o Aaron Palmer, Interim City Manager
9955 Live Oak Boulevard
Live Oak, CA 95953

with a copy to:

Rich, Fuidge, Bordsen & Galyean, Inc.
c/o Brant J. Bordsen, City Attorney
1129 D Street, Post Office Box "A"
Marysville, CA 95901

Licensee:
Live Oak Lions Club

or to such other further address as either party may indicate in a written notice to the other. All notices and communications given under this License Agreement shall be deemed to have been duly given and received: (i) upon personal delivery, or (ii) as of the second business day after mailing by United States certified mail, return receipt requested, postage prepaid,, addressed as set forth above, or (iii) the immediately succeeding business day after deposit (for next day delivery) with federal Express or other similar overnight courier system, (iv) 24 hours after facsimile transmittal with confirmation of receipt, or (v) email.

SECTION 11
Insurance

Licensee shall comply with the City's standard insurance requirements, a copy of which is attached hereto as Exhibit A and incorporated herein as if set forth in full.

SECTION 12
Indemnity

Licensee shall defend, indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, damages, costs, expenses or liabilities (collectively "claims") arising out of or in any way connected with this license, including, without limitation, claims for loss of damage to property, or for death or injuries to any person or persons.

SECTION 13
Lien Free Condition

Licensee shall not cause or permit any liens to be placed against the Premises or against the City's other property as a result of Licensee's exercise of rights under this License. In the event of the filing of any such liens, Licensee shall promptly cause such liens to be removed and shall not unreasonably delay in its efforts to remove and/or satisfy such liens.

SECTION 14
Maintenance

During the term of this license Licensee shall be responsible to maintain all aspects of the Premises.

SECTION 15
Utilities and Services

Licensee shall be responsible for all utilities and services in connection with the Premises to include electricity, water, sewer and solid waste service.

SECTION 16
Taxes

Licensee shall be responsible for any and all taxes associated with the Premises to include (if applicable) real estate taxes as well as any personal property taxes or other charges which may be levied against the Premises which are attributable to Licensee's use of the Premises or personal property kept at the Premises.

SECTION 17
Access by City to the Premises

Licensee shall permit the City or its agents to enter the Premises at all reasonable hours to inspect the Premises or make repairs that Licensee may neglect or refuse to make in accordance with the provisions of this Agreement, in addition to the City's general rights to use the Premises as stated in Section 2 above.

SECTION 18
Dangerous Materials

Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable or explosive character that might substantially increase the danger of first on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the City is obtained and proof of adequate insurance protection is provided by Lessee to the City.

SECTION 19
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. However, Less shall not by this provision be require to make alterations to the exterior of the building or alterations of a structural nature.

SECTION 20
Governing Law

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

SECTION 21
Entire Agreement/Amendment

This Agreement contains the entire agreement of the parties and there are o other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SECTION 22
Severability

If any portion of this Agreement 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 Agreement 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.

SECTION 23
Waiver

The failure of either party to enforce any provisions of this Agreement 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 Agreement.

SECTION 24
Binding Effect

The provision of this Agreement shall be binding upon and inure to the benefit of both parties an their respective legal representatives, successors and assigns.

SECTION 25
Attorney Fees

In the event any party to this Agreement incurs attorney fees as the result of a default of the other party, the non-defaulting party shall be entitled to recover from the defaulting party, all of its reasonable costs to include reasonable attorney fees as a result of such default.

IN WITNESS WHEREOF, THE PARTIES have executed this Agreement on the date set forth below.

Date: _____

CITY OF LIVE OAK

By: _____
Bob Woten, its Mayor

ATTEST:

City Clerk

Date: _____

LIVE OAK LIONS CLUB, Licensee

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, No, Ext): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@dspins.com	FAX (A/C, No): 847-934-6186
	INSURER(S) AFFORDING COVERAGE	
INSURED Live Oaks Lions Club Live Oaks, California	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	HDOG71573448	09/01/2019	09/01/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 10,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25301754	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS	OTH-ER
							E L EACH ACCIDENT	\$
							E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Lions Club Building Located at 9800 Live Oak Blvd. Live Oak, CA 95953

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

*** A waiver of subrogation applies in favor of the additional insured on the general liability only. City of Live Oaks ***

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER**CANCELLATION**

City of Live Oaks
 9955 Live Oak Blvd.
 Live Oaks, California 95953

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Live Oak Report to City Council

- Meeting Date:** December 18, 2019
- Title:** Reappointment of Council Member Ghag to the Sutter-Yuba Mosquito & Vector Control District Board (MVCD)
- Contact Information:** Aaron Palmer, City Manager
- Location:** Citywide
- Background:** For the past four years, Council Member Ghag has served as the City's appointed member to the Sutter-Yuba MVCD Board. Council Member Ghag's term ends December 31, 2019.
- Analysis:** Council Member Ghag has served well for the last four years on the Sutter-Yuba MVCD Board. Council Member Ghag has expressed his desire to remain on the Sutter-Yuba MVCD Board. Council Member Ghag has taken his commitment to the Sutter-Yuba MVCD Board seriously and always gives detailed reports to the City Council regarding MVCD business. The District has expressed that Council Member Ghag be reappointed for another four year term, which would expire December 31, 2023.
- Fiscal Impacts:** None.
- Recommendation:** Reappoint Council Member Ghag to the Sutter -Yuba Mosquito & Vector Control District Board with a term ending December 31, 2023.

Attachments:

[Email from Sutter-Yuba MVCD General Manager](#)
[Letter to City Council Members](#)

Aaron Palmer

From: Steve Abshier <steve@sutter-yubamvcd.org>
Sent: Friday, December 13, 2019 3:26 PM
To: Aaron Palmer
Subject: request for reappointment of Lakhvir Ghag to the Sutter-Yuba MVCD Board of Trustees
Attachments: SKMBT_C22019121314450.pdf

Good afternoon Aaron,

I'm writing to express my recommendation that the Live Oak City Council reappoint Mr. Ghag as the City of Live Oak's representative on the Board of Trustees. He was appointed in October of 2013 and has become a well-informed member of the Board. There is a lot to understand about the specialized nature of the work performed by the District. In addition, Mr. Ghag has taken time of his own to attend statewide conferences that are designed to educate trustees on their authority and responsibilities while serving. He has been a dependable voice for the interests of the residents of the City of Live Oak, with an exemplary attendance record. Would you please forward my email to the members of the council for their review?

Thank you,

Stephen Abshier
Manager
Sutter-Yuba MVCD
T: 530 674-5456
W: www.sutter-yubamvcd.org



Sutter-Yuba
Mosquito & Vector Control District

MANAGER

Stephen E. Abshier

GENERAL FOREMAN

Mervin H. Hunt

ADMIN. MGR.

Kayla G. Valeroia

November 8, 2019

City of Live Oak
9955 Live Oak Blvd.
Live Oak, CA 95953

To: Members of the City Council

The term of office of Mr. Ghag, your representative on the Board of Trustees of the Sutter-Yuba Mosquito & Vector Control District expires on December 31, 2019.

The Board would welcome Mr. Ghag's reappointment for a four-year term on the Board of Trustees. The term would run January 2020 to December 2023. To serve on our Board of Trustees one must be a voter in the city and a resident of the city that is within the District. It is not a requirement to be a member of the appointing city/county council. Please advise of your action.

Sincerely,



Stephen Abshier
Manager

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