



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA AUGUST 20, 2025 6:00 PM

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

MEMBERS OF THE COUNCIL

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

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

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

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

- **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/87478177084>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 874 7817 7084

- **Public Comment:** Members of the public can submit general public comments, as well as comment on specific agenda items in the following ways:
 - **Public Attendance:** Members of the public who attend in person may make comments from the Council Chamber podium.
 - **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting unless an approved accommodations request has been granted.

- **eComment Feature:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and reflected in the meeting minutes. Please note that eComments will NOT be read aloud by staff during the meeting unless an approved accommodations request has been granted.
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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****PRESENTATIONS AND RECOGNITIONS****PUBLIC COMMENT**

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

CONSENT ITEMS

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

1. City Council Meeting Minutes
Recommendation: Approve the August 6, 2025, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)

BUSINESS ITEMS

2. Professional Services Agreement with JC Nelson Consulting for Solar Panel Project Management Services
Recommendation: Award a Professional Services Agreement to JC Nelson Consulting of Carmichael, CA, for solar panel project management services in an amount not to exceed \$80,000, with the finding that it is in the best interest of the City, with available funding from Sewer Enterprise Operations, Fund 13.
(Benjamin Moody, City Manager)
3. Past Due Water and Sewer Accounts
Recommendation: 1) Adopt resolution authorizing past due account collection loss write-off in the amount of \$3,432.64; and 2) Initiate a Municipal Code amendment to change the applicable Water and Sewer code sections regarding the Guarantee Deposit amount and processes and modify code sections where the property owner is ultimately responsible for non-payment by a tenant customer account.
(James Ramsey, Finance Director)
4. Receive Report on Water Fund Advance
Recommendation: Receive and file.
(James Ramsey, Finance Director)

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION**UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER****COUNCILMEMBER REPORTS / COMMENTS / REQUESTS**

ADJOURNMENT

CITY OF THE LIVE OAK
STAFF REPORT

Date: August 20, 2025
To: Honorable Mayor & Members of the City Council
From: Clarissa Menchaca, City Clerk

Subject: City Council Meeting Minutes

Summary:

Purpose:

Background:

Submitted for approval are the August 6, 2025, City Council Regular Meeting minutes.

Analysis:

Fiscal Impact:

Recommendation:

Approve the August 6, 2025, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
AUGUST 6, 2025
6:00 PM

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

MEMBERS OF THE COUNCIL

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

BENJAMIN MOODY,
CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

CALL TO ORDER

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

ROLL CALL

Present: Councilmembers Woten, Hernandez, Vice Mayor Pamma, and Mayor Chapdelaine

Absent: Councilmember Santana

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Mayor Pamma led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

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

Item 1 – City Council Meeting Minutes – The minutes were amended to reflect the meeting start time as 6:01 pm and Councilmember Santana’s arrival time as 6:04 pm.

PRESENTATIONS AND RECOGNITIONS

There were no presentations and/or recognitions.

PUBLIC COMMENT

The following member of the public submitted a written public comment: Dale Carlson.

CONSENT ITEMS

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

MOTION: **APPROVE THE CONSENT AGENDA.**
 (MOTION: HERNANDEZ; SECOND: WOTEN)

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

1. City Council Meeting Minutes
 Clarissa Menchaca, City Clerk
 Council action: July 16, 2025, City Council Regular Meeting minutes approved.

BUSINESS ITEMS

2. Council Meetings – Remote Participation Changes
 Benjamin Moody, City Manager

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

Public Comment was opened and closed without any speakers.

MOTION: **RETURN TO IN PERSON MEETINGS ONLY FOR THE CITY COUNCIL AND CITY BOARDS, COMMISSIONS, AND COMMITTEES; WITH THE CONTINUED USE OF TRADITIONAL BROWN ACT REQUIREMENTS ONLY; USE OF LIVE STREAM SOFTWARE AS NEEDED FOR STAFF PARTICIPATION, ITEM PRESENTATIONS, AND/OR FOR ADA ACCOMMODATIONS.**
 (MOTION: HERNANDEZ; SECOND: PAMMA)

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

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

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

UPDATES AND ANNOUNCEMENTS FROM THE CITY ATTORNEY AND CITY MANAGER

Benjamin Moody, City Manager, recognized staff for their assistance in coordinating the Live Oak Little League Majors Girls parade. Additionally, Mr. Moody highlighted the National Night Out event and noted that Live Oak School District schools will soon be back in session. Mr. Moody discussed the rerouting of traffic for pickups and drop-offs at Luther Elementary. Mr. Moody touched on his representation of the City of Live Oak in an interview on 93Q. Lastly, Mr. Moody began discussions with the Sutter County Sheriff regarding potential cost-saving measures.

COUNCILMEMBER COMMENTS

Councilmember Hernandez highlighted the Live Oak Little League Majors Girls parade.

Councilmember Woten commented on the Live Oak Little League Majors Girls parade and noted that the Live Oak Pizza Factory hosted a pizza party to recognize the team's accomplishments. Councilmember Woten expressed his confidence in and appreciation for the City Manager.

Vice Mayor Pamma recognized the Mayor for representing the City at the Feather River Air Quality Management meeting and Yuba Sutter Economic Development Corporation meeting in his absence. Vice Mayor Pamma noted that harvest season is in full swing and shared that he met with Assemblyman James Gallagher who expressed that he would like to honor the Live Oak Little League Girls and recognize the team for their historic run.

Mayor Chapdelaine expressed his appreciation for the support from fire and police departments, as well as City staff, during the Live Oak Little League Majors Girls parade. Mayor Chapdelaine highlighted his attendance at the National Night Out event and discussed his participation in the Yuba Sutter Economic Development Corporation meeting, the Feather River Air Quality Management meeting, and a meeting he and the City Manager attended with the SACOG Director and executive staff.

CLOSED SESSION

3. Conference with Labor Negotiators Pursuant to California Government Code Section 54957.6:
 Agency Designated Representatives: Benjamin Moody, City Manager
 Employee Organization: Public Employees Union Local #1 (AFSME)

CLOSED SESSION REPORT

No anticipated reportable action.

ADJOURNMENT

Mayor Chapdelaine adjourned to Closed Session at 6:24 pm.

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

CITY OF THE LIVE OAK STAFF REPORT

Date: August 20, 2025
To: Honorable Mayor & Members of the City Council
From: Benjamin Moody, City Manager

Subject: Professional Service Agreement with JC Nelson Consulting for Solar Panel Project Management Services

Summary: Recommendation: Award a Professional Services Agreement to JC Nelson Consulting of Carmichael, CA, for solar panel project management services in an amount not to exceed \$80,000, with the finding that it is in the best interest of the City, with available funding from Sewer Enterprise Operations, Fund 13. Fiscal Impact: Not to exceed \$80,000 with an anticipated grant reimbursement amount up to 75%.

Purpose:

To provide project management services related to the City's Waste Water Treatment Plant Solar project.

Background:

The City has a long standing wastewater solar project, where grant funding has been awarded in the amount of approximately \$1.68M to construct a solar array system at the City's Wastewater Treatment Plant to help offset energy costs.

Analysis:

Over the past year, Jeff Nelson, with JC Nelson Consulting has been providing services as the Interim Public Works Director for the City. With City leadership changes and review of the City's current needs, the City has ended the contract for Interim Public Works duties, however there is a need to provide project management services specifically for the administration and implementation of the solar project.

Since Mr. Nelson performed a significant lift to finalize the grant award to the City for the solar array, staff believes that utilizing JC Nelson Consulting for work specific to the solar project is the most effective and efficient means to finalize the project grant funding and see the project ultimately constructed in accordance with the funding requirements.

Fiscal Impact:

The City has been awarded approximately \$1.68M is grant funding for the construction of the solar array project. The City will need to upfront the costs for the project, then invoice for the

Agenda Item 2.

grant funds based on a 75% grant, 25% local contribution formula. The Professional Service Agreement provides the proposed billable rates for the service with a not to exceed value of \$80,000. The City expects to ultimately receive grant funding up to 75% of the actual hours billed for services. Funding for the agreement is recommended from Sewer Enterprise Operations, Fund 13.

Recommendation:

Award a Professional Services Agreement to JC Nelson Consulting of Carmichael, CA, for solar panel project management services in an amount not to exceed \$80,000, with the finding that it is in the best interest of the City, with available funding from Sewer Enterprise Operations, Fund 13.

Attachments:

[Agreement](#)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of August 8, 2025, by and between the City of Live Oak (“City”) and JC Nelson Consulting (“Consultant”).

RECITALS

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

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in Exhibit “A” which is attached hereto and incorporated herein by reference. Consultant shall provide such professional services at the time, place, and in the manner specified in Exhibit “A,” subject to the direction of the City.
- 2. Time of Performance. The services shall commence upon execution of this Agreement, and shall continue until for a period not to exceed eighteen (18) months or until terminated as set forth in Section 6 (Termination) of this Agreement.
- 3. Compensation. Compensation to be paid to Consultant is in accordance with Exhibit “B”, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment.
- 4. Method of Payment. Consultant shall submit monthly billing to City describing the services provided during the preceding month. Consultant’s bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any applicable reimbursable expense. Any reimbursable expense will be agreed to by the City in advance. City shall pay Consultant within a reasonable time upon approval of the monthly invoice by City staff, such approval to not be unreasonably withheld.

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

a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

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

10. Consultant's Books and Records

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

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

- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2)).
13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, to the extent resulting from Consultant's negligence, recklessness or willful misconduct, except for any such claim arising from the sole negligence, active negligence, reckless or willful misconduct of the City, its officers, agents, employees, or volunteers.
17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed

communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **City of Live Oak**
 9955 Live Oak Blvd
 Live Oak, CA 95953
 Attn: Ben Moody

If to Consultant: **JC Nelson Consulting**
 5425 Mistwood Lane
 Carmichael, CA 95608
 Attn: Jeff Nelson

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
21. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written authorization of the City. Consultant shall be fully responsible to City for all acts or omissions of any subcontractor of Consultant. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Sutter.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorney's fees.
26. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
28. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
29. Equal Opportunity Employment. Consultant represents that Consultant is an equal opportunity employer and Consultant shall not discriminate against any subcontractor,

employee, or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF LIVE OAK

JC NELSON CONSULTING

By: _____
Benjamin K. Moody, City Manager

By: _____

Title: _____

ATTEST:

Business License #: _____

By: _____
Clarissa Menchaca, City Clerk

Tax ID No.: _____

APPROVED AS TO FORM:

By: _____
Nicole Delerio-Rosser, City Attorney

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

Exhibit “A”

Scope of Services

JC Nelson Consulting
Scope of Work
City of Live Oak, California
August 8th, 2025

As requested by the City Manager, JC Nelson Consulting will provide Project Management support services to support the City of Live Oak (City) in completing the City’s Wastewater Treatment Plant Solar Power project (Solar Project). Unless otherwise approved by the City Manager in writing, all services provided in support of the Solar Project will be consistent with the approved budget contained in the project Final Budget Agreement and eligible for reimbursement through the City’s grant with the State Water Resources Control Board. The level of effort associated with provided these project management support services is expected to range, on average, from 4 to 10 hours per week during the planning and final design phase of the project. The level of effort will likely increase, on average, to 10 to 20 hours per week during the construction phase of the project.

JC Nelson consulting will also be available to provide other project management and technical support services, if requested by the City Manager.

Exhibit “B”

Schedule of Rates

JC Nelson Consulting

Billing Rate Sheet – City of Live Oak

Effective August 2025

Client/Address

City of Live Oak
9955 Live Oak Boulevard
Live Oak, California
95953

The following rates apply to professional services provided by JC Nelson Consulting to the City of Live Oak related to project management and other technical/professional services as requested by the City Manager. All labor charges will be billed on a time and materials basis, and all charges are not to exceed \$80,000 without additional written authorization from the City Manager.

Personnel Classification

Principal Consultant (Jeff Nelson)	\$180/hr
Administrative Assistant.....	\$65/hr

These rates are effective from August 1, 2025 through July 31, 2026. Travel time and costs associated with travel to and from the City of Live Oak, including the Solar Power project site, will not be billed to the City. Any other travel costs associated with supporting the City, will be approved by the City Manager in advance of the travel.

Exhibit “C”

Insurance Requirements

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

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

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

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

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

Exhibit “C”

Insurance Requirements (Continued)

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

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

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

CITY OF THE LIVE OAK STAFF REPORT

Date: August 20, 2025
To: Honorable Mayor & Members of the City Council
From: James Ramsey, Finance

Subject: Past Due Water and Sewer Accounts

Summary: Recommendation: 1) Adopt resolution authorizing past due account collection loss write-off in the amount of \$3,432.64; and 2) Initiate a Municipal Code amendment to change the applicable Water and Sewer code sections regarding the Guarantee Deposit amount and processes and modify code sections where the property owner is ultimately responsible for non-payment by a tenant customer account. Fiscal Impact: Total write-offs of \$3,432.64 are split between water and sewer funds.

Purpose:

To obtain the City Council's authorization to write-off the amounts billed but uncollected for water and sewer amounts. These accounts all have bills exceeding 90 days past due.

Background:

Quarterly, the City will evaluate past due balances and determine that there is no recourse to collect on those amounts based on the number of days outstanding. The accounts on the attached exhibit have been outstanding for a significant period of time.

Analysis:

To actively and efficiently manage the City's enterprise funds staff is requesting that the amounts be written off and sent to collections. These amounts are outstanding from the period of April 1, 2025 through June 30, 2025.

The City will send the write-offs to collections to be received at a discounted value in the future.

Fiscal Impact:

Total write-offs of \$3,432.64 are split between water and sewer funds.

Recommendation:

1) Adopt resolution authorizing past due account collection loss write-off in the amount of \$3,432.64; and 2) Initiate a Municipal Code amendment to change the applicable Water and

Sewer code sections regarding the Guarantee Deposit amount and processes and modify code sections where the property owner is ultimately responsible for non-payment by a tenant customer account.

Attachments:

[Resolution](#)

[Exhibit A](#)

Resolution No.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK AUTHORIZING PAST DUE ACCOUNT COLLECTION LOSS
WRITE-OFF IN THE AMOUNT OF \$3,432.64**

WHEREAS, the City of Live Oak furnishes a water and sewer system for obtaining, conserving and disposing of water for public and private uses; and

WHEREAS, providing utility services for citizens includes the collection of monthly utility billings; and

WHEREAS, the City of Live Oak makes every attempt to collect outstanding balances; and

WHEREAS, Exhibit A provides a list of uncollectible accounts for the period ending March 31, 2025, and is made a part of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Live Oak authorizes the Finance Director to write-off as collection losses the accounts receivables listed on Exhibit A totaling \$3,432.64.

PASSED AND ADOPTED by the City Council of the City of Live Oak this 20th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

NOT VOTING:

APPROVED:

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

Exhibit A

Account	Name	Service Address	Water	Sewer	Balance
01-0620-01	JUAN RAMOS	2463 DATE STREET	145.28	274.93	420.21
01-3600-07	CHERYL MONTERO	2249 ARCHER AVENUE	136.57	277.81	414.38
02-0790-01	NELIDA AMAYA	2477 IVY STREET	14.38	41.28	55.66
02-2190-01	JONI & SAMUEL COVERT	10725 VIRGINIA WAY	11.19	-	11.19
03-2020-06	SAMANTHA LANGLEY	2890 SABINA COURT	6.39	18.35	24.74
04-0520-03	DAWN LEWIS	9815 Q STREET	15.92	45.70	61.62
04-2190-02	AGUSTIN BAUTISTA	9466 LARKIN	247.53	365.41	612.94
04-6076-02	WEN FENGSHAN	9592 RICHMOND WAY	15.50	44.50	60.00
04-6210-06	MARY JACQUES	9654 CANNON WAY	250.81	431.22	682.03
04-6400-08	FRANCISCO GALLARDO RUIZ	9642 RACHEL STREET	153.05	294.36	447.41
04-6610-02	TERESA FREDRICK	9603 RACHEL STREET	211.24	431.22	642.46
		Total	1,207.86	2,224.78	3,432.64

CITY OF THE LIVE OAK STAFF REPORT

Date: August 20, 2025
To: Honorable Mayor & Members of the City Council
From: James Ramsey, Finance

Subject: Receive Report on Water Fund Advance
Summary: Recommendation: Receive and file. Fiscal Impact: None.

Purpose:

To report on the advance from the water, sewer, and drainage connection fees to the water fund to resolve for the cash deficit in that fund.

Background:

On March 19, 2025, the City Council approved an advance from the Water, Sewer, and Drainage Connection Fees to the Water Fund to cover the Water Fund's cash deficit. The advance is to be paid from water rate revenues beginning in the fiscal year ending June 30, 2031 up to \$3,500,000.

During the March 19, 2025 City Council meeting, it was requested to bring the item back to report on the amount of the cash deficit as of June 30, 2025 and the interest rate to be charged on the advance and provide an updated repayment schedule. The interest rate was set to City's annual investment rate of return.

Total ending cash deficit in the water fund was (\$3,168,832). Total cash transferred from the water and sewer connection funds is \$3,168,832. Total investment rate of return for the City for the year was 3.71%. The advance out of each fund was calculated based on the proportion of the current cash balance for each fund.

The proposed payback schedule is attached accordingly.

Analysis:

Overall, the water fund will pay back \$747,137 in interest back to those funds on a proportional basis.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Agenda Item 4.

Attachments:

Interfund Loan Payment Schedule

Water Loan

Loan Amount	\$ 3,168,832
Average Interest Rate	3.71%
Start Date	6/30/2025

		Cash Balance @ June 30, 2025	Ending Cash Balance
Fund Sources:			
Water Connection	1,362,141	\$ 1,687,229	\$ 325,088
Sewer Connection	1,265,248	1,567,212	301,964
Drainage Fees	541,443	670,664	129,221
	<u>\$ 3,168,832</u>	<u>\$ 3,925,105</u>	<u>\$ 756,273</u>

	Additions	Principal Payments	Interest Payments	Total Payments
6/30/2025 Principal	\$ 3,168,832	\$ -	\$ -	\$ -
6/30/2026 Interest	117,564	-	-	-
6/30/2027 Interest	117,564	-	-	-
6/30/2028 Interest	117,564	-	-	-
6/30/2029 Interest	117,564	(633,766)	(112,547)	(746,313)
6/30/2030 Interest	98,226	(633,766)	(112,547)	(746,313)
6/30/2031 Interest	78,889	(633,766)	(112,547)	(746,313)
6/30/2032 Interest	59,552	(633,767)	(112,547)	(746,314)
6/30/2033 Interest	40,215	(633,767)	(112,548)	(746,315)
	<u>\$ 3,915,969</u>	<u>\$ (3,168,832)</u>	<u>\$ (562,737)</u>	<u>\$ (3,731,569)</u>

	Balance		
	Principal	Interest	Total
6/30/2025	3,168,832	-	3,168,832
6/30/2026	3,168,832	117,564	3,286,396
6/30/2027	3,168,832	235,127	3,403,960
6/30/2028	3,168,832	352,691	3,521,523
6/30/2029	2,647,613	357,708	3,005,321
6/30/2030	2,126,395	343,387	2,469,781
6/30/2031	1,605,176	309,729	1,914,905
6/30/2032	1,083,956	256,734	1,340,690
6/30/2033	747,137	-	747,137