



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA MAY 7, 2025 6:00 PM

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

MEMBERS OF THE COUNCIL

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

KARY HAUCK,
INTERIM 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/87800231715>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 878 0023 1715

- **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/87800231715>
 - *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: 878 0023 1715
 - **Email Public Comment:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via email to the City Clerk at cmenchaca@liveoakcity.org. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that emailed comments will NOT be read aloud by staff during the meeting.
 - **eComment Feature:** Comments from the public on agenda items will be accepted until 1:00 pm on the date of the meeting, via the eComment feature at https://liveoakca.granicus.com/ViewPublisher.php?view_id=1. Comments will be distributed to Council prior to the meeting and attached to the minutes. Please note that eComments will NOT be read aloud by staff during the meeting.
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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 April 16, 2025, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. City Council Meeting Minutes
Recommendation: Approve the April 24, 2025, City Council Special Meeting minutes.
(Clarissa Menchaca, City Clerk)
3. City Council Meeting Minutes
Recommendation: Approve the April 30, 2025, City Council Special Meeting minutes.
(Clarissa Menchaca, City Clerk)
4. Authorize the Overhaul and Baseplate Hinge Replacement for Aerzen Blower # 1
Recommendation: Approve staff's authorization request.
(Jeff Nelson, Interim Public Works Director)

BUSINESS ITEMS

5. Consideration of a Letter of Opposition to California Senate Bill 79 (SB 79 – Wiener)
Recommendation: Consider authorizing the Mayor to sign and submit a letter of opposition to California Senate Bill 79 (Wiener).
(Kary Hauck, Interim City Manager)
6. Approval of Agreement with PlaceWorks to Complete the City's 6th Cycle Housing Element Update
Recommendation: Authorize the Interim City Manager to enter into an agreement with PlaceWorks to complete the City of Live Oak's 6th Cycle Housing Element Update for submittal and certification by the California Department of Housing and Community Development (HCD). The total cost of the contract shall not exceed \$57,000.
(Kary Hauck, Interim City Manager)

7. Discussion and Possible Authorization of Staff to Prepare and Issue Requests for Proposals (RFP) for Acquisition of all Assets of the City of Live Oak Water System
 Recommendation: Direction on whether to issue a RFP to explore the potential for a private utility provider to assume full operation and management of the City of Live Oak's water and sewer systems, fully divesting the City from these services.
 (Kary Hauck, Interim City Manager)

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

CLOSED SESSION

After the Closed Session the City Council will leave the Council Chambers and the meeting will be adjourned by operation of law due to lack of a quorum. If there is any reportable Closed Session Action, a report will be made at the beginning of the next regular Council meeting. After the Closed Session Item descriptions are read by the City Attorney, all members of Council, applicable Consultants and Staff are asked to join the Closed Session meeting.

8. Public Employee Recruitment: City Manager, Pursuant to California Government Code Section 54957(b)
9. Conference with Labor Negotiators Pursuant to California Government Code Section 54957.6:
 Agency Designated Representative: Kary Hauck, Interim City Manager
 Employee Organization: Confidential and Unrepresented Employees

ADJOURNMENT



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

Meeting Date: May 7, 2025

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the April 16, 2025, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
APRIL 16, 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

KARY HAUCK,
INTERIM 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 6:02 pm.

ROLL CALL

Present: Councilmembers Woten, Santana, Hernandez, and Mayor Chapdelaine

Absent: Vice Mayor Pamma

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Chapdelaine led the Pledge of Allegiance. Councilmember Woten delivered the invocation.

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

There were no corrections and/or changes.

PRESENTATIONS AND RECOGNITIONS

There were no presentations and/or recognitions.

PUBLIC COMMENT

Public Comment was opened and closed without any speakers.

CONSENT ITEMS

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

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

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

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: April 2, 2025, City Council Regular Meeting minutes approved.
2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: April 7, 2025, City Council Special Meeting minutes approved.
3. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: April 9, 2025, City Council Special Meeting minutes approved.
4. Financial Status Report
James Ramsey, Finance Director
Council action: Received and filed.

BUSINESS ITEMS

5. Consideration of a Letter of Opposition to California Senate Bill 634 (SB 634 – Perez)
Kary Hauck, Interim City Manager

Kary Hauck, Interim City Manager, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: APPROVE A LETTER OF OPPOSITION TO CALIFORNIA SENATE BILL 634 (SB 634) PEREZ, AND DIRECT STAFF TO SUBMIT THE LETTER TO THE APPROPRIATE LEGISLATIVE REPRESENTATIVES AND LEAGUE OF CALIFORNIA CITIES.
(MOTION: HERNANDEZ; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED 4-0-1

AYES: COUNCILMEMBERS WOTEN, SANTANA, HERNANDEZ, AND MAYOR CHAPDELAINE

NOES: NONE

ABSENT: VICE MAYOR PAMMA

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

Kary Hauck, Interim City Manager, shared a brief overview of her progress so far.

COUNCILMEMBER COMMENTS

Councilmember Woten highlighted his attendance at the Regional Housing Authority Board of Commissioners meeting. Councilmember Woten touched on his excitement to dive into the tasks ahead.

Councilmember Santana emphasized the community's positive response to the opening of Jack in the Box. Councilmember Santana asked where public members should direct their concerns about trash accumulation at the end of Ivy Street near the recycling center caused by homeless individuals.

Councilmember Hernandez highlighted the upcoming Street Food Festival.

Mayor Chapdelaine discussed his attendance at the Regional Housing Authority Board of Commissioners meeting, Sutter Butte Flood Control Agency meeting, and Sacramento Area Council of Governments meeting. Mayor Chapdelaine touched on his excitement about the Street Food Festival and the upcoming Sutter County Museum's new exhibit's grand opening.

ADJOURNMENT

Mayor Chapdelaine adjourned the meeting at 6:21 pm.

Jeramy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



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

Meeting Date: May 7, 2025

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the April 24, 2025, City Council Special Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

SPECIAL MEETING MINUTES APRIL 24, 2025 5:15 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

KARY HAUCK,
INTERIM 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 5:18 pm.

ROLL CALL

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

Absent: Councilmember Woten

Clerk's Note: Councilmember Woten arrived at 5:19 pm.

PLEDGE OF ALLEGIANCE AND INVOCATION

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

CLOSED SESSION

1. Public Employee Recruitment: City Manager, Pursuant to California Government Code Section 54957(b)

CLOSED SESSION REPORT

No anticipated reportable action.

ADJOURNMENT

Mayor Chapdelaine adjourned to closed session at 5:21 pm.

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



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

Meeting Date: May 7, 2025

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the April 30, 2025, City Council Special Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

SPECIAL MEETING MINUTES APRIL 30, 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

KARY HAUCK,
INTERIM 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 6:00 pm.

ROLL CALL

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Vice Mayor Pamma led the Pledge of Allegiance. Mayor Chapdelaine delivered the invocation.

CLOSED SESSION

1. Public Employee Recruitment: City Manager, Pursuant to California Government Code Section 54957(b)

CLOSED SESSION REPORT

No anticipated reportable action.

ADJOURNMENT

Mayor Chapdelaine adjourned to closed session at 6:03 pm.

Jeremy Chapdelaine, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



City of Live Oak Report to City Council

Meeting Date: May 7, 2025

Title: Authorize the Overhaul and Baseplate Hinge Replacement for Aerzen Blower # 1

Contact Information: Jeff Nelson, Interim Public Works Director

Background: The Wastewater Treatment Plant oxidation ditch has 3 Aerzen blowers that are used to inject oxygen (air) into the sewage waste stream to enhance the biological treatment process used to treat the wastewater. The Aerzen Blower #1 motor baseplate hinge is seized and will need to be replaced. To replace the baseplate hinge, the entire blower unit will need to be completely dismantled. The blower unit is near it's scheduled overhaul service. Since the unit must be taken completely apart to replace the motor baseplate and the blower is close to needing to be overhauled, it would save money and time if the overhaul is completed at the same time as when the motor baseplate is changed out. The total cost to replace the blower baseplate hinge and complete the overhaul is estimated to be \$28,509. Public Works staff are requesting the City Council approve up to \$30,000 to complete the overhaul of Blower #1 and replace the baseplate hinge.

There is sufficient budget available in the Wastewater Enterprise Repair and Maintenance Account - 1300-5311 to cover these costs.

Aerzen Blower #1 overhaul and baseplate hinge replacement-----
--\$30,000

Fiscal Impacts: The Wastewater Enterprise Repair and Maintenance Account (1300-5311) has sufficient funds to cover the replacement and overhaul activities.

Recommendation: Approve staff's authorization request.

Attachments:

[Aerzen Quote](#)



AERZEN

Compressed air, gas
and vacuum solutions

Live Oak WWTP
9955 Live Oak Blvd
LIVE OAK, CA 95953
USA

Aerzen USA Corporation
108 Independence Way
Coatesville, PA 19320-1653
USA

www.aerzen.com
Phone: 610-380-0244



Quotation

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Quote no. SEQ-25-002120/ 0
Date: 03/27/25
Quote Expiration date: 04/26/25
Salesperson: Indiana Montes
Salesperson: Seb Rey

Payment Terms: Net 30 days
Shipment Terms: FREE CARRIER AERZEN COATESVILLE, PA

Your account no.: 21-02432
Phone number: +15306952112
Fax No.:
E-Mail: twright@liveoakcity.org

This order is governed by Aerzen USA Corp. Terms and Conditions of Sale of Goods and Services. Any terms or conditions provided by Buyer that conflict with, or are in addition to, Aerzen's Terms and Conditions are expressly rejected unless explicitly agreed to in writing by Aerzen.

Please be advised that the quoted prices are contingent upon current market conditions and may be subject to change. In anticipation of potential new tariffs and/or associated fees on imported products, we reserve the right at any time to adjust our prices accordingly. We will inform you of any changes as soon as they are confirmed.

Serial No. 1000267 Service Items SEI-002098

Item No.: 21-G5-060-200, G5 GM60S/DN200 Blower Package _ ARRA

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	21-004296-200-01	1	each	4,750.00	4,750.00
	Base frame, G5 Pressure DN 200 Made with Certified US Steel US Material Certification Required Vendor is to inspection base frame per Aerzen Doc. No. B-6-0366 (G5 Base Frame Standard) before shipping to Aerzen USA Additional Items Needed @ Assy: for GM 50L & 60S (8) 162033 Stud (M20 x 50)				

Bank USD Payments - ACH/Wire
Routing JP Morgan Chase
Account No 021000021
SWIFT 350056393
Remittance email CHASUS33
remittance-usa@aerzen.com

USD Payments - Lockbox
Aerzen USA Corp
PO Box 21920
New York, NY 10087-1920
USA

EUR Payments - Wire
Commerzbank AG
Intermediary Bank: COBADEFF
150113606800EUR
COBAUS3X
remittance-usa@aerzen.com



AERZEN

Compressed air, gas
and vacuum solutions

Quote no. SEQ-25-002120/ 0

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(8) 162032 Nut (M20)
(AR) gasket eliminator

Made with Certified US Steel
US Material Certification Required

Item No.: 780000387, Adv. Exchange Stage, GM60S

**Failure to return your existing blower stage, in operational condition,
will result in an additional core charge fee of \$3600.**

The quote price reflects participation in Aerzen's Advanced Exchange Program.

Aerzen will ship you an overhauled blower stage for installation.

Your existing blower stage must be returned within 30 days of removal, or 60 days
from the date that the overhauled blower was shipped from Aerzen.

Excluded from Labor quote is any lifting equipment and customer responsibility

Pos.	Item No. Description	Quantity	Unit of M.	Unit Price USD	Line Amount USD
	780000387 Adv. Exchange Stage, GM60S Failure to return your existing blower stage, in operational condition, will result in an additional core charge fee of \$3600. The quote price reflects participation in Aerzen's Advanced Exchange Program. Aerzen will ship you an overhauled blower stage for installation. Your existing blower stage must be returned within 30 days of removal, or 60 days from the date that the overhauled blower was shipped from Aerzen.	1	each	18,659.00	18,659.00
		1		0.00	0.00
	FREIGHT pp&add				
		1		5,100.00	5,100.00
	Flat Rate Labor + Travel				
Total USD Excl. TAX					28,509.00
Tax Amount					0.00
Total USD Incl. TAX					28,509.00

Ship-to Address:
Live Oak WWTP
Tony Wright
3450 Treatment Plant Access Rd
LIVE OAK, CA 95953
USA

For questions on this order, please contact your Regional Service Coordinator.

Bank	USD Payments - ACH/Wire	USD Payments - Lockbox	EUR Payments - Wire
Routing	JP Morgan Chase	Aerzen USA Corp	Commerzbank AG
Account No	021000021	PO Box 21920	Intermediary Bank: COBADEFF
SWIFT	350056393	New York, NY 10087-1920	150113606800EUR
Remittance email	CHASUS33	USA	COBAUS3X
	remittance-usa@aerzen.com		remittance-usa@aerzen.com

Tony Wright

From: tony wright <tawright2531@icloud.com>
Sent: Wednesday, April 2, 2025 10:13 AM
To: Tony Wright



Sent from my iPhone



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

Meeting Date: May 7, 2025

Title: Consideration of a Letter of Opposition to California Senate Bill 79 (SB 79 - Wiener)

Contact Information: Kary Hauck, Interim City Manager

Background:**BACKGROUND:**

At the request of The League of California Cities and Councilmember Woten, the City Council is being asked to consider opposition to Senate Bill 79 (SB 79), introduced by Senator Scott Wiener. This bill represents a significant expansion of state control over local housing and land use planning, further eroding the traditional authority of cities to manage development within their jurisdictions.

DISCUSSION:

Senate Bill 79 seeks to grant unlimited land use authority to transit agencies on properties they own or on which they hold permanent easements, regardless of how far those properties are from an actual transit stop. Under this bill, transit agencies-not local governments-would determine critical development aspects such as building height, density, design, and permitted uses, without regard to local zoning ordinances, general plans, or even the state's own mandated local housing elements.

This proposed legislation would:

- Strip cities and counties of the ability to regulate land use on affected properties.
- Override local General Plans that have been carefully developed to balance community needs, growth, and quality of life.
- Disregard the extensive public process required for local Housing Element certifications.
- Apply broadly to both residential and commercial developments, not just transit-oriented projects.

For cities like Live Oak, which is bisected by a major railroad and no longer maintains an active train depot, this bill would grant unelected transit agencies unprecedented control over land far removed from any functional transit service. This blanket authority ignores the distinct needs, infrastructure capacities, and planning goals of smaller and rural communities.

SB 79 is another troubling example of Sacramento's overreach into local land use authority, proposed by policymakers who have not visited Live Oak and do not understand the unique realities of our community. Local elected officials-not outside agencies-are best positioned to make land use decisions that affect our neighborhoods, economy, and environment.

Fiscal Impacts:

None at this time.

Recommendation:

Consider authorizing the Mayor to sign and submit a letter of opposition to California Senate Bill 79 (Wiener).

Attachments:

[SB79 Letter of Opposition](#)



May 7, 2025

The Honorable Senator Scott Wiener
California State Senate
1021 O St, Suite 8620
Sacramento, CA 95814

RE: SB 79 (Wiener) Transit-oriented Development Notice of Opposition

Dear Senator Wiener,

The City of Live Oak writes to express our strong opposition to your SB 79 (Wiener), which would disregard state-certified housing elements and bestow land use authority to transit agencies without any requirement that developers build housing, let alone affordable housing. SB 79 doubles down on the recent trend of the state overriding its own mandated local housing elements. This latest overreaching effort forces cities to approve transit-oriented development projects near specified transit stops — up to seven stories high and a density of 120 homes per acre — without regard to the community's needs, environmental review, or public input.

The City of Live Oak strongly opposes SB 79, as it strips local control from our housing planning decisions and disregards the unique needs of our community. Live Oak, a small city once served by an active train depot and now dissected by a major railroad, deserves better than one-size-fits-all legislation proposed by policymakers who have never set foot in our town and are clearly out of touch with rural realities.

Most alarmingly, SB 79 defies cities' general plans and provides transit agencies unlimited land use authority on property they own or have a permanent easement, regardless of the distance from a transit stop. Transit agencies would have the power to determine all aspects of the development including height, density, and design, without any regard to local zoning or planning.

This broad new authority applies to both residential and commercial development. Transit agencies could develop 100% commercial projects — even at transit stops — and not provide a single new home, while simultaneously making the argument that more housing must be constructed around transit stops.

City of Live Oak appreciates and respects your desire to pursue a housing production proposal. However, as currently drafted, SB 79 will not spur much-needed housing construction in a manner that supports local flexibility, decision-making, and community input. State-driven ministerial or by-right housing approval processes fail to recognize the extensive public engagement associated with developing and adopting zoning ordinances and housing elements.



California will never produce the number of homes needed with an increasingly state-driven, by-right housing approval process. What we really need is a sustainable state investment that matches the scale of this decades-in-the-making crisis. For these reasons, the City of Live Oak strongly opposes SB 79.

Sincerely,

Jeramy Chapdelaine, Mayor
City of Live Oak

cc. Senator Niello
Assemblyman Gallagher
League of California Cities, cityletters@cacities.org



City of Live Oak Report to City Council

Meeting Date: May 7, 2025

Title: Approval of Agreement with PlaceWorks to Complete the City's 6th Cycle Housing Element Update

Contact Information: Kary Hauck, Interim City Manager

Background: BACKGROUND:

The State of California mandates that all cities update their Housing Elements every eight years to ensure local compliance with housing laws and to maintain eligibility for various state grants and funding. The City of Live Oak is currently working to complete its 6th Cycle Housing Element, which should have been completed in 2021.

Initially, the City contracted with Raney and Associates to lead this effort. However, due to performance challenges and extended delays-despite repeated requests for status updates-Raney and Associates formally withdrew from the project in early April. Their inability to meet state expectations placed the City at risk of falling out of compliance with HCD requirements.

Following Raney's resignation, the City began seeking proposals from new consultants to complete Live Oak's Housing Element. In response to the situation and recognizing our progress, HCD has granted the City a brief extension to complete the next step in submitting an updated Housing Element.

DISCUSSION:

To meet this critical deadline and ensure the Housing Element satisfies state law, staff sought proposals from three organizations with backgrounds in completing Housing Elements. PlaceWorks, a highly respected consulting firm with a strong track record in developing certified Housing Elements throughout California, was the only company to provide a proposal.

PlaceWorks has proposed a clear, actionable, and thorough scope of work to guide the City through completion of the 6th Cycle Housing Element by the end of this year. Their plan includes meeting with staff, reviewing the draft housing element, making revisions to address HCD comments, preparing a

draft and final housing element, preparing text revisions for the City's Zoning code to assist with implementation, participation in public hearings, CEQA Compliance, and delivering a final document that is ready for adoption and certification.

Given their expertise, responsiveness, and demonstrated experience with successful Housing Element certifications, staff are confident that PlaceWorks is the right firm to complete this important work on time.

ALTERNATIVES:

1. Do not approve the contract and direct staff to seek alternative consulting firms (not recommended due to urgent timeline).
2. Approve the contract with modifications.

CONCLUSION:

To maintain the City's good standing with HCD and remain eligible for housing-related funding opportunities, staff strongly recommends proceeding with PlaceWorks to complete the City's Housing Element. Their approach and qualifications provide the best opportunity for successful certification within the accelerated timeline established by the state.

Fiscal Impacts:

The contract cost for PlaceWorks' services shall not exceed \$57,000, which will be paid using existing planning or housing-related funds.

Recommendation:

Staff recommends the City Council authorize the Interim City Manager to enter into an agreement with PlaceWorks to complete the City of Live Oak's 6th Cycle Housing Element Update for submittal and certification by the California Department of Housing and Community Development (HCD). The total cost of the contract shall not exceed \$57,000.

Attachments:

[PlaceWorks Live Oaks Housing Element Proposal](#)
[Professional Services Agreement - PlaceWorks](#)



April 18, 2025

Kary Hauck, Interim City Manager
City of Live Oak

Subject: Live Oak Housing Element Update Assistance

Dear Kary:

Please accept the attached submittal as PlaceWorks' proposal to revise the Housing Element for the City of Live Oak (City) to bring the document into compliance with the State Department of Housing and Community Development (HCD).

PlaceWorks is a 100 percent employee-owned planning, design, and environmental consulting firm, with approximately 140 employees in six offices. Serving both public- and private-sector clients throughout the state, PlaceWorks provides comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS) services. Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

PlaceWorks offers the best housing staff to complete these updates. As Principal, I will oversee the update effort. I lead the housing team and command a thorough understanding of the technical requirements of housing elements. Cynthia Walsh, Senior Associate, will be your day-to-day contact as Project Manager. Our housing team has considerable experience working with HCD, having completed over 150 certified housing elements.

Please do not hesitate to contact me if you need more information. The PlaceWorks team looks forward to working with you on this interesting and challenging project.

We look forward to your response.

Respectfully submitted,

PLACEWORKS

Jennifer Gastelum
Principal
916.245.7500 ext. 2733
jgastelum@placeworks.com

1. EXECUTIVE SUMMARY

Proposal Overview

PlaceWorks understands that the City requests assistance in finishing its 6th Cycle Housing Element to obtain certification by HCD, in accordance with state laws, regulations, and statutes since the last Housing Element adoption. Furthermore, PlaceWorks is aware that the City has been contacted by HCD regarding an accelerated timeline to complete the Housing Element update and we can work with the City to develop a schedule to get the Housing Element adopted and work with HCD to receive compliance.

The following summary and subsequent proposal outline PlaceWorks' approach for assisting the City in the Housing Element update process.

Scope of Work

Our proposal aligns with the City's goal, addressing the key changes necessary for Housing Element certification by HCD. The scope of work includes:

1. **Project Initiation:** Conduct a virtual kick-off meeting to establish staff communication protocols, finalize project scope, and discuss project schedule.
2. **Review of Draft Housing Element:** Evaluate the existing Draft Housing Element against HCD requirements, identify deficiencies, and recommend revisions.
3. **Revisions to Address HCD Comments:** Modify the Housing Element to meet compliance requirements of all statutory components.
4. **Draft and Final Housing Element:** Develop and submit a draft for City review and public comment before final HCD submittal.
5. **Adoption Hearings:** Provide support at Planning Commission and City Council hearings.
6. **CEQA Compliance:** Prepare the necessary CEQA documents to accompany the Housing Element.
7. **Project Management:** Ensure seamless coordination with City staff throughout the process.



2. WORK SCOPE AND SCHEDULE

This section describes the scope of services to be completed by PlaceWorks for the Live Oaks Housing Element Update. To facilitate your review of this proposal, we have prepared a concise scope that emphasizes key components of our approach to this project.

We are flexible regarding the proposed scope of work and will work with you to make modifications to the scope if necessary when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project.

A summary of the proposed work program is presented in Table 1.

Table 1 Work Program Summary	
Task 1: Project Start-up Meetings	
1.1 Internal Kick-off with Staff	1.2 Meeting with HCD
Task 2: Review Draft Housing Element	
Task 3: Revisions to Address HCD Comments	
3.1 Revisions to address HCD's Comment Letter	3.3 Sites Inventory
3.2 Assessment of Fair Housing (AB 686)	
Task 4: Draft and Final Housing Element	
4.1 Prepare HCD Submittal Draft 2	4.3 Final Housing Element and Adoption
4.2 Submit to HCD	4.4 Addressing Public Comment
Task 5: Adoption Hearing	
Task 6: CEQA Compliance	
6.1 Addendum/Exemption	6.2 SB 18 Consultation
Task 7: Project Management and Coordination	

Task 1. Project Start-up Meetings

1.1 Internal Kick-off with Staff

PlaceWorks proposes a kick-off meeting (virtual or in person) to exchange information and initiate work. During this meeting we will determine staff communication protocol, review and finalize the scope of work, and discuss the proposed schedule.

1.2 Meeting with HCD

PlaceWorks will initiate contact with the HCD reviewer assigned to the Housing Element review to seek additional information and guidance on responding to the comments in the City's November 22, 2024, findings letter.

Work Scope and Schedule

Deliverable(s):

- » Meeting to kick off the project
- » Meeting with HCD to discuss the November 22, 2024, findings letter.

Task 2. Review Draft Housing Element

PlaceWorks will complete a full review of the Revised Draft Housing Element to identify any missing data and/or deficiencies with the current draft. PlaceWorks will rely on the HCD review checklist as well as our internal Housing Element checklist to ensure all required data is incorporated.

Deliverable(s):

- » Revised Draft flagged with review comments and feedback

Task 3. Revisions to Address HCD Comments

PlaceWorks will revise the Revised Draft Housing Element to address HCD’s comment letter. PlaceWorks proposes a virtual meeting to walk through the matrix together to address any missing information. PlaceWorks will address the requirements of California Government Code Section 65580 – 65589.11.

In addition, Program 1 calls out planned rezones as a part of the 6th Cycle Housing Element. PlaceWorks will review the Housing Element and work with City staff to determine whether rezones are needed to accommodate a portion of the 6th Cycle RHNA. This proposal assumes that rezones will be required to accommodate the City’s RHNA.

Specifically, PlaceWorks will revise the Housing Element, as follows:

HCD Finding	PlaceWorks Proposed Edits
<u>Identified Sites and Affirmatively Furthering Fair Housing (AFFH):</u> The element now concludes that planned projects and identified sites will not be concentrated in any areas of the City. However, the element should still address the location of sites by income group and the number of units, magnitude of the impact on existing patterns of socio-economic characteristics, any isolation of the sites for all income groups and then, if necessary, re-assess whether the identified sites improve or exacerbate fair housing issues. HCD will provide sample analyses for similar rural areas under separate cover.	PlaceWorks will: 1. Identify all sites, including rezone sites, to establish a list of sites to meet the RHNA. 2. Create a map identifying the location of sites. Sites will be categorized by income group and number of units. 3. Assess the location of sites relative to AFFH factors listed in the finding. 4. Determine whether identified sites improve or exacerbate fair housing issues.
<u>Local Data and Knowledge and Other Relevant Factors:</u> The element generally was not revised to address this requirement. This requirement is particularly important given the smaller population of the City and census tracts extending well beyond the City limits where state and federal data can be influenced by demographic information beyond the City limits. For these and other reasons, the analysis of fair housing should particularly utilize local data and knowledge and other relevant factors to better understand any local patterns or	PlaceWorks will: 1. Revise the Housing Element to incorporate additional discussion of local data and knowledge, including research into past surveys, assessments, plans, etc. 2. Extract meaningful local patterns and differences.

differences or lack of differences from neighborhood to neighborhood. Local data and knowledge and other relevant factors should be used across all of the fair housing analysis components (e.g., segregation and integration, disparities in access to opportunity and disproportionate housing needs). Examples of local data and knowledge include information from City officials (e.g., planners, code enforcement, civil engineers, local legislators), past surveys and assessments, infrastructure investments to inform capital improvement plans, data used for applications for funding, service providers, developers, school representatives, regional planners, service districts and other sources. Examples of other relevant factors include land use, zoning, development patterns, state and federal investment, physical or social barriers and access to schools (e.g., safe routes to school), community amenities, facilities and programs. HCD will send an analysis guide to assist the City with this analysis.	
Programs: As noted above, the element must include a complete assessment of fair housing. Based on the outcomes of that analysis, the City may need to add or revise programs. Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, milestones, geographic targeting and metrics or numerical targets and, as appropriate, address housing mobility enhancement (housing choices and affordability across geographies), new housing choices and affordability in relatively higher opportunity or income areas, place-based strategies for community revitalization, and displacement protection. For example, the element should add or modify programs and commit to additional place-based strategies for community revitalization, and actions to address displacement risk. HCD will send examples of program from similar rural areas under separate cover.	PlaceWorks will: 1. After all revisions have been made, conduct an analysis of the AFFH section to determine whether additional program actions are necessary. 2. If necessary, add or modify programs to address any identified AFFH issues

2. Sites Analysis and Programs

HCD Finding	PlaceWorks Proposed Edits
Candidate Sites for Rezoning: The element now indicates several sites will be considered for rezoning to the R-4 zoning district. However, the element should also list the sites and analyze the suitability and availability of these sites for development in the planning period. For example, the element should list the sites by parcel number, size, existing use, existing and planned zone district and general plan designation, realistic capacity and the number of units by income category. Also, for	PlaceWorks will: 1. Review parcels in the City suitable for residential development to meet the RHNA at all income categories, particularly the lower income RHNA. 2. List the identified sites in accordance with HCD Site Inventory requirements.

Work Scope and Schedule

example, the element should analyze any environmental or other known conditions that preclude development, the size of the sites, if necessary, zoning at appropriate densities to accommodate housing for lower-income households and, if non-vacant, the extent existing uses impede additional development. Please see HCD's prior reviews for additional information on the analysis of suitability and availability of identified sites.	3. Determine whether existing conditions would preclude residential development for identified sites.
Realistic Capacity: The element generally was not revised to address this requirement regarding non-residential zones. As noted in the prior review, the element appears to assume residential development on sites with zoning that allows 100 percent nonresidential uses. If so, the element must account for the likelihood of nonresidential uses. The analysis should be based on factors such as development trends, performance standards or other relevant factors. For example, the element could analyze all development activity in these nonresidential zones, how often residential development occurs and adjust residential capacity calculations, policies, and programs accordingly.	PlaceWorks will: 1. Review previous realistic capacity assumptions. 2. Revise realistic capacity assumptions based on factors listed in the HCD findings letter. This could include additional research into surrounding jurisdictions. 3. If necessary, add or modify program actions to support realistic capacity assumptions.
Accessory Dwelling Units (ADUs): The element generally was not revised to address this requirement. The element continues to assume 90 ADUs will be permitted during the planning period based on four ADUs permitted since 2019 or approximately one ADU per year. This trend is far less than the over 10 ADUs per year assumed toward the regional housing need allocation (RHNA). To address this requirement, the element should either provide supporting information for this assumption, rescale assumptions closer to recent trends (e.g., one to two ADUs per year) or not utilize ADUs toward the RHNA. Please see HCD's prior reviews for additional information.	PlaceWorks will: 1. Review the existing ADU assumptions. 2. Review recent ADU production. 3. Revise ADU production, as necessary, to align with recent trends. 4. If necessary, add or modify programs to support ADU assumptions.
Zoning for a Variety of Housing Types (Transitional and Supportive Housing): Transitional and supportive housing shall be permitted as a residential use in all zones allowing residential uses and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. The element notes transitional and supportive housing is permitted in some zones, but these uses must be permitted in all zones allowing residential uses. For example, transitional housing appears to be excluded from the R-1 and R-2 zones and supportive housing appears to be excluded from the C-MU and C-MU (D) zones. The element must demonstrate compliance with this requirement or add or modify a program to amend zoning.	PlaceWorks will: 1. Review the Housing Element and Zoning Code to verify where transitional and supportive housing uses are allowed. 2. Revise programs, if necessary, to align with State law.
Electronic Sites Inventory: Please note, pursuant to Government Code section 65583.3, subdivision (b), the	PlaceWorks will revise the Electronic Sites Inventory upon HCD approval of sites.

City must utilize standards, forms, and definitions adopted by HCD when preparing the sites inventory. Please see HCD's housing element webpage at https://www.hcd.ca.gov/planning-and-community-development/housing-elements for a copy of the form and instructions. The City can reach out to HCD at sitesinventory@hcd.ca.gov for technical assistance. Please note, upon adoption of the housing element, the City must submit an electronic version of the sites inventory with its adopted housing element to sitesinventory@hcd.ca.gov.	
Program 1 (Rezoning to Accommodate the RHNA): While the Program commits to rezone five acres to R-4, it should also commit to increasing allowable densities in the R-4 district or on sites to be rezoned (e.g., 25 units per acre) and meet all requirements pursuant to Government Code section 65582.2, subdivisions (h) and (i). Examples of these requirements include permitting housing development with 20 percent affordability to lower-income households without discretionary action and minimum densities.	PlaceWorks will revise Program 1 to align with all requirements of Government Code section 65583.2, subdivisions (h) and (i).
Program 29 (Zoning for a Variety of Housing Types): The Program should commit to amend the definition of emergency shelters consistent with new state law pursuant to Government Code section 65583, subdivision (a)(4).	PlaceWorks will revise Program 29 to amend the definition of emergency shelters.
Accessory Dwelling Units: As noted on page 3-6, the element should add or modify programs to commit to amend the City's ADU ordinance to comply with updates to state law. For example, a program could commit to amend the ordinance within six months upon review by HCD of the current ordinance.	PlaceWorks will add or modify programs commensurate with the reliance on ADUs to meet the RHNA.
Program 2 (Assist in Development of Housing): The Program should commit to discrete timing (e.g., at least every other year and ongoing) for proactive outreach and assistance to non-profit service providers and developers.	PlaceWorks will revise Program 2 to add discrete timing for proactive outreach and assistance.
Public participation in the development, adoption and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City must continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly available while considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's	PlaceWorks will make versions of the Housing Element available and accessible for posting on the City's website. However, any additional public outreach will be the City's responsibility.

Work Scope and Schedule

housing element at least seven days before submitting to HCD.	
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Electronic Housing Element Site Inventory Form. Pursuant to SB 6 (Chapter 667, Statutes of 2019), for a Housing Element adopted on or after January 1, 2021, an electronic copy of the final inventory of the land inventory parcels using HCD-approved Excel spreadsheets must be prepared and submitted to HCD with the Adopted Housing Element.

Deliverable(s):

- » Revised Draft Housing Element in a strike-through and underlined format and submit the final electronic sites inventory to HCD.

Task 4. Draft and Final Housing Element

4.1 Prepare HCD Submittal Draft #4

PlaceWorks will provide City staff with a revised Draft Housing Element for review and comment. PlaceWorks requests that we receive one set of consolidated comments on the revised Draft. Following the City's review of the revised Draft, PlaceWorks will incorporate City comments on the Draft Housing Element and create a HCD Submittal Draft #4 for release to the public.

In compliance with AB 215 requirements, the City will need to post the draft revision (HCD Submittal Draft 2) on the City website and email a link to all individuals and organizations that previously requested notices relating to the City's Housing Element. This will need to be done at least seven days before submitting the draft revision to HCD.

Deliverable(s):

- » Revised Draft Housing Element in a strike-through and underlined format for City review and comment.
- » One electronic copy (in MS Word and PDF) of the HCD Submittal Draft 2 to be posted on the City's website for 7 days.

4.2 Submit to HCD

After the seven-day review period, PlaceWorks will submit the revised Draft to HCD for a second review, which is a 60-day review. We will rely on the previously created matrix in Task 2 and identify the page numbers where each comment is addressed. This will be submitted to HCD along with the revised Draft.

Because of our strong working relationships with HCD reviewers, PlaceWorks staff is very familiar with HCD's processes. During the 60-day review, we will contact HCD early in the review process to begin communication regarding HCD's initial review and feedback. We will work with HCD during this 60-day review period to address any additional questions and/or comments they may have.

This scope of work assumes one additional round of review. City staff submitted the draft to HCD for the initial 90-day review, and PlaceWorks assumes one subsequent review will take 60 days.

Deliverable(s):

- » One submittal to HCD, including cover letter and of the Housing Element with highlighted changes and additions (and printed copies).

- » Emails and memorandums to address HCD questions and comments, as needed.
- » Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a tracked-changes format for review and approval by City staff.

4.3 Final Housing Element and Adoption

Once the City receives conditional approval from HCD on the Housing Element, PlaceWorks will prepare a final Housing Element for adoption. Once adopted, PlaceWorks will submit the final Housing Element to HCD for a 60-day certification review.

Deliverable(s):

- » Electronic copies (in MS Word and PDF) of the final draft to the City and to HCD with a cover letter for their 60-day review. One (1) clean version and one (1) showing all changes made.
- » Two (2) hard copies submitted to HCD (one (1) clean version and one (1) showing all changes made).

4.4 Addressing Public Comment

During each release of the document PlaceWorks will also review public comments and incorporate revisions into the Housing Element as necessary. The budget assumes no more than 4 hours of PlaceWorks time to review and respond to public comments. The budget does not assume formal responses to the commenter.

Deliverable(s):

- » Six (6) hours to review and respond to public comments.

Task 5. Housing Element Program 1 Implementation

PlaceWorks will prepare text revisions for the City's Zoning Code to assist with the implementation of Program 1. These text revisions are necessary in order for the Housing Element to be found in statutory compliance. PlaceWorks will send this text to HCD for review and feedback prior to the City taking it for adoption. *The City will be responsible for any required property owner noticing. Noticing requirements have changed and the PC now requires a 20-day notice, the CC remains at a 10-day notice period.*

Task Deliverable:

- Draft Zoning Code text revisions to implement Program 1.

Task 6. Adoption Hearings

PlaceWorks assumes participation at two (2) public hearings: one (1) public hearing before the Planning Commission and one (1) public hearing before the City Council. PlaceWorks will prepare and present a PowerPoint presentation and will respond to questions at each of the public hearings.

Deliverable(s):

- » Attendance at two (2) public hearings
- » PowerPoint presentations

Task 7. CEQA Compliance

The appropriate level of environmental analysis will depend on the extent of land use and policy change proposed in the Housing Element. It may be possible for the City to approve the update using an Addendum to the previously prepared General Plan EIR. It may also be possible to prepare a Notice of Exemption. One option (either Addendum or Exemption) shall be selected in consultation with the City during the project.

7.1 Addendum

As one option for addressing the environmental review requirement for the Housing Element, PlaceWorks can draft an addendum to the City's General Plan EIR. The addendum will be prepared pursuant to CEQA Guidelines Section 15164. Depending on existing land use designation changes, we will discuss significant new impacts to determine if this is an option. The use of an addendum significantly shortens the time period for consideration of the project.

PlaceWorks will provide an administrative draft addendum following a format discussed during the kick-off meeting. Our default format for an addendum follows the findings in CEQA Guidelines Section 15162. All impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft will be provided for City review. The final draft of the addendum will be used to support the CEQA determination during the hearing(s) for the proposed project.

Task 7.1 Deliverables:

- » Administrative Draft Addendum, Final Addendum, Assistance with Resolution and Staff Report Language.

7.2 Exemption

A second option for the environmental review of the Housing Element is to find the Housing Element update exempt from CEQA. Because the changes to the Housing Element are limited to procedural changes and updates to policies necessary to meet state requirements, there are no direct or indirect physical changes to the environment. The California Environmental Quality Act allows an agency to adopt an exemption for projects when it can be seen with certainty that there is no physical change to the environment. In this instance, the changes to the Housing Element are minor, and all future construction is subject to the existing regulations, ordinances, and laws that affect all construction.

Because there is no change to the environment, the commonsense exemption would apply. Section 15061(3) of the CEQA Guidelines states "The activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA." In this context, the local jurisdiction would determine that the proposed Housing Element is a project as defined by CEQA, but that there is no possibility that the project would result in a significant effect on the environment and therefore qualifies for the commonsense exemption. PlaceWorks would provide a short memorandum to accompany the exemption explaining the changes proposed in the Housing Element and why there would be no impact. The memorandum and the exemption would accompany the staff report at the adoption hearings for the project. One administrative draft and one final draft of the document will be prepared.

Task 7.2 Deliverables:

- » Prepare a short memorandum to accompany the Exemption for the staff report, one Administrative Draft document, Final Draft document
- » Approved documents will be submitted to the State Clearinghouse, Governor’s Office of Planning and Research (OPR) and Live Oak City Clerk.

7.3 SB 18 Consultation

Though an exemption does not trigger the AB 52 requirement for tribal consultation, all general plan amendments must comply with Senate Bill (SB) 18. PlaceWorks will complete the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (on local letterhead) to each of the tribes on the NAHC list, inquiring whether they want to consult. Following the consultation conference call, PlaceWorks will provide the written outcome of the process and a record for the project. Completion of the SB 18 process is needed prior to acting on the project.

Deliverables:

- » Draft letter to NAHC
- » Draft letters to identified tribes
- » Facilitation, attendance, and documentation of requested consultations
- » Written results of consultation

Task 8. Project Management and Coordination

PlaceWorks will communicate with City staff via phone and email throughout the project. PlaceWorks will also provide and maintain an Internet-based folder for all project materials accessible to the City and consultants.

Deliverable(s):

- » Monthly check-ins with staff
- » Internet-based folder for all project materials

Schedule

The City will need to submit a revised 4th draft Housing Element to HCD for a 60-day review followed by a 60-day adoption review by HCD. PlaceWorks will utilize the first meeting with HCD to determine a realistic time frame for addressing HCDs comments, adopting the Housing Element, and submitting for a compliance review.

Table 2: Schedule	
Task	Timeframe
Project kick off with City staff	May 5
PlaceWorks to begin work on revisions to the Housing Element	May 5 –June 30
Meeting with HCD to review comment letter and schedule	By May 23
City to review revisions	July 1–11
Prepare HCD Submittal Draft 2	July 14–18
Release revisions to the public for 7 days (per AB 215)	July 29–July 28
Submit to HCD (60-day review period)*	July 29 – September 29
City to receive letter from HCD	September 29
Adoption hearings	October/November 2025
Submit Housing Element for HCD compliance review	November 2025

Note: This schedule assumes one additional round of review with HCD. Based on our experience for the 6th cycle housing element updates, it is taking 2 to 4 review periods. If an additional round of review is needed, PlaceWorks will work with staff to determine the next steps and potential budget augment.

Cost

As shown in Table 3, the estimated cost to complete the scope of work described in this proposal is \$55,784 or \$53,534 depending on the level of CEQA required. Our standard fee schedule is included in Table 4. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

Table 3 Cost Estimate

Task		Cost
Task 1	Project Start Up Meetings	
1.1	Internal Kick off with Staff	\$1,930
1.2	Meeting with HCD	\$905
<i>Subtotal</i>		<i>\$2,835</i>
Task 2	Review Draft Housing Element	
2.1	Review Draft Housing Element	\$2,170
<i>Subtotal</i>		<i>\$2,170</i>
Task 3	Revisions to Address HCD Comments	
3.1	Revisions to address HCD's Comment Letter	\$16,500
<i>Subtotal</i>		<i>\$16,500</i>
Task 4	Draft and Final Housing Element	
4.1	Prepare HCD Submittal Draft 4	\$4,190
4.2	Submit to HCD	\$6,110
4.3	Final Housing Element and Adoption	\$3,500
4.4	Addressing Public Comment	\$1,810
<i>Subtotal</i>		<i>\$15,610</i>
Task 5	Housing Element Program 1 Implementation	
5.1	Prepare Rezone Text Amendments	\$3,050
<i>Subtotal</i>		<i>\$2,495</i>
Task 6	Adoption Hearings	
6.1	Adoption Hearings	\$2,755
<i>Subtotal</i>		<i>\$2,755</i>
Task 7	CEQA Compliance	
7.1	Addendum (Option 1)	\$6,435
7.2	Exemption (Option 2)	\$4,185
7.3	SB 18 Consultation	\$1,505
<i>Subtotal</i>		<i>\$7,940 or \$5,690 or</i>
Task 7	Project Management and Coordination	
7.1	Project Management and Coordination	\$4,520
<i>Subtotal</i>		<i>\$4,520</i>
<i>Reimbursable Expenses</i>		<i>\$500</i>
Grand Total		\$55,784 or \$53,534*

*Budget is dependent on the level of CEQA needed.

Assumptions

This scope of work and cost estimate assume that:

- Our cost estimate includes the meetings shown above. Additional meetings would be billed on a time-and-materials basis.
- All products will be submitted to the City in electronic (PDF) and Microsoft Word format.
- City staff will be responsible for meeting logistics, including schedule coordination, document production, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

Table 4 PlaceWorks 2025 Bill Rates

Staff Level	Hourly Bill Rate
Principal	\$210–\$345
Associate Principal	\$195–\$285
Senior Associate II	\$170–\$270
Senior Associate I	\$160–\$235
Associate II	\$135–\$200
Associate I	\$125–\$185
Project Planner	\$105–\$175
Planner	\$90–\$155
Graphics Specialist	\$90–\$165
Administrator	\$135–\$245
Clerical/Word Processing/Technical Editor	\$45–\$170
Intern	\$80–\$125

Subconsultants are billed at cost plus 10%. Mileage reimbursement rate is the standard IRS-approved rate. Possible Yearly Increase of 5% on bill rates.

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2. QUALIFICATIONS AND PERSONNEL

This chapter provides an overview of PlaceWorks' qualifications as well as the experience of key personnel that will be assigned to the project.

Key Staff

Jennifer Gastelum, Principal, Principal-in-Charge



Jennifer will serve as Principal-in-Charge and will ensure that all products are produced on-time, on-budget, and meet the highest standards of quality. Additionally, she will be available to facilitate public workshops and critical meetings throughout the process. Jennifer has over 20 years of experience specializing in various housing programs and public outreach for municipalities across California, Nevada, and Washington. As a recognized leader in the field, she has managed updates to over 100 housing elements since 2008. Her experience also includes preparing HUD consolidated plans, action plans, analyses of impediments to fair housing choice, housing condition surveys, and housing market studies. Jennifer has significant experience overseeing grant management of State and federal programs, such as the Community Development Block Grant (CDBG) program, CalHOME, and HOME. She is also experienced in federal labor standard compliance review and monitoring. Jennifer is committed to continuing education and training, and she has considerable experience leading project management and business development training. Other project experience includes specific plans, general plans, environmental impact reports, and initial studies/negative declarations.

Cynthia Walsh, Senior Associate, Project Manager



Cynthia will serve as the Project Manager and will be responsible for the day-to-day management of the project, as well as for maintaining regular contact with City staff, facilitating workshops, and attending all project meetings. Cynthia has almost 20 years of experience working on long-range planning documents, specializing in policy writing for Housing Element updates, Housing Element annual reports, and Housing Element implementation. She prepared Housing Elements during the 4th through 7th cycles and has worked closely with staff at HCD to achieve certification for her clients. She also has experience with comprehensive zoning code and General Plan updates. Cynthia has experience with the preparation of analyses of impediments to fair housing choice documents, consolidated plans, and action plans. She is experienced with state and federal grant programs, and she is well versed in federal (Davis-Bacon) and state labor standards compliance.

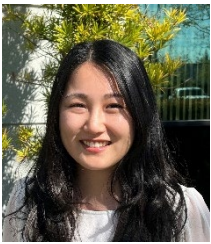
Jose Ayala, Associate

Qualifications and Personnel



Jose has over five years of experience working on Housing Element updates, including policy writing for Housing Element updates in addition to reviewing Housing Elements for consistency with State Housing Element law. Jose contributes to analyzing data and updating Housing Elements for various jurisdictions throughout California. Jose also has experience with other state housing laws, including Accessory Dwelling Unit law, the Housing Accountability Act, and experience in providing technical assistance tools.

Hazel Choi, Project Planner



Hazel has experience in comprehensive and long-range planning, with a specific focus on policy development for Housing Element updates. Hazel has expertise in developing Regional Transportation Plans, Community Needs Assessments, Corridor Plans, Evacuation Plans, and Active Transportation Plans for different local jurisdictions. Hazel has also dedicated her efforts to preparing grant applications and facilitating those programs managed at the State and federal levels. Hazel has actively participated in numerous community outreach and surveys, as well as prepared a range of visual

materials that enhance the community's understanding of various projects. She is also proficient in Adobe applications, such as Photoshop, Illustrator, and InDesign.

Mark Teague, AICP, Managing Principal, CEQA Lead



Mark will serve as CEQA lead on the project. In over 35 years of public- and private-sector experience, Mark has worked throughout California in agencies large and small and is considered an innovative problem solver. His projects include planned communities, shopping center EIRs, general plan and zoning code updates, impact fees, and public outreach for projects highly scrutinized by the public. His experience as a planning director, staff liaison, and ability to see the whole of the project, ensures that every document meets the need of the client. He has served as on-call extension of

staff for numerous cities throughout northern and southern California including Anderson, Mount Shasta, Wildomar and Eastvale. Mark is also an excellent public speaker and regularly presents at the League of California Cities Planning Commissioner's Academy on topics such as design guidelines, CEQA compliance, and how to read an EIR. He also teaches planning to staff with a focus on how new legal decisions affect daily activity. With a great deal of experience in smaller communities, Mark has experience using available resources to meet the clients needs.

Rob Mazur, Associate Principal, Director of GIS, GIS Lead



Rob will serve as GIS lead on the project. Rob has extensive experience creating maps and datasets for a range of planning projects. He specializes in all facets of geodatabase development, data management, web GIS, and spatial and tabular analyses for improved decision-making, information retrieval, and cartography. His experience in a wide variety of planning projects, coupled with his expertise in GIS and field data collection, make him a key asset to any team. Rob excels at quantitative and spatial analysis, including buildout calculations, walkability, community health

modeling, cartography, and land use scenario modeling. He works directly with clients and staff to develop

effective, efficient, and informative GIS processes. Rob is well versed in advanced and current planning practices in both the public and private sector, and has an excellent understanding of the relationship between data management and its importance in achieving service delivery standards for the work of community development and public works departments. Rob has brought his GIS skills to a number of general plan updates throughout California, and has managed a variety of mapping projects in Los Angeles County, the Bay Area, and beyond.

Housing Services

PlaceWorks has provided housing services since 1988. We have prepared housing elements, analyses of impediments to fair housing, strategic plans, pro formas, housing demand studies, and video productions. Our staff have prepared over 150 housing elements. PlaceWorks has also received numerous awards from the state chapter and local sections of the American Planning Association.

Few firms can offer our breadth of services or the resume of awards that demonstrate our project innovation and quality. Whether the focus is on revitalizing corridors with housing, incorporating an economic perspective into land use decisions, or supporting community health, we integrate this expertise into our housing plans.

Our housing philosophy is rooted in the belief that the housing we reside in and the neighborhoods where we live are fundamental to our communities and the quality of life offered to residents and the workforce. Successful communities are those that can embrace the value of housing and neighborhoods and can develop innovative programs to support housing. As we work with cities to plan for housing, we are guided by the following three principles.

1. Housing Strengthens Neighborhoods: Quality affordable housing and the neighborhoods where we live are critical to personal and family well-being. Quality housing provides a safe living environment for people of all ages. Strong neighborhoods with the appropriate mix of amenities are also essential to quality of life. In crafting our housing plans, we look for innovative ways to incorporate housing and amenities in a way that strengthens neighborhoods.

2. Housing Creates Jobs and Economic Prosperity: Housing brings tremendous economic value to a community—it creates jobs, improves property values, and brings tax revenue into a city or county. A home is also the most valuable asset many Americans will own. We understand the economic value of housing, both to the resident and the community. Working with the development community, we also understand the economics behind housing and what it takes for investments to be made.

3. Housing Addresses Lifestyle Needs: Housing products continue to evolve to meet lifestyle needs in our cities and counties, and our housing plans should be responsive to these industry changes. Our work with the development industry allows us to bring the latest in housing products to our housing work. Whether it is intergenerational housing concepts, mixed-use, transit-oriented housing, or affordable housing, our housing plans reflect the latest in product innovation.

Project Experience

PlaceWorks staff bring decades of work supporting local agencies with HCD compliance. We have extensive experience working with HCD—completing over 150 certified housing elements since 2008, the vast majority of which were certified after a single round of review during the 5th cycle. We have recently

Qualifications and Personnel

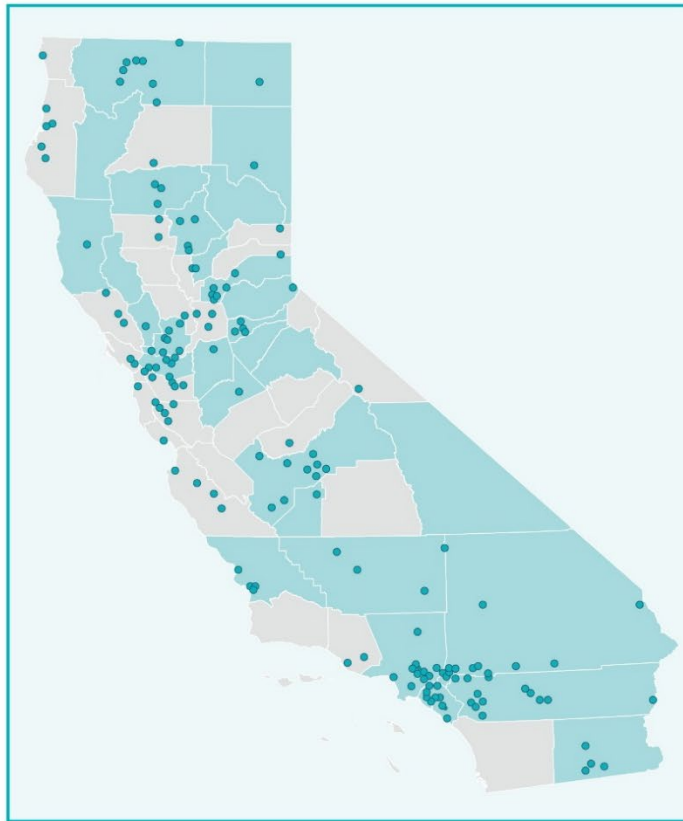
completed 46 housing element updates during the 6th cycle. We also have considerable expertise with preparing inclusionary housing ordinances, analyses of impediments to fair housing choice, consolidated plans, annual action plans, housing condition, and income surveys, as well as acting as an extension to local staff to help with Housing Element implementation and Annual Housing Element report submittal to HCD.

Housing Elements: PlaceWorks understands that each community has unique housing conditions and challenges and understands the complex regulatory requirements that accompany the housing element certification process. We use our experience and knowledge to work with local governments to gain an understanding of each community's unique housing needs and strategies to produce a user-friendly housing element. We have extensive experience with preparing housing elements for small to large cities and counties, as well as for urban and rural communities (see Figure 2).

Experience with HCD: PlaceWorks maintains strong and effective working relationships with HCD reviewers. Over the course of assisting cities and counties with their housing elements, we have worked closely with staff at HCD. We strive to understand updates to State law and HCD goals and serve as a liaison between HCD staff and the communities we work with. Reaching a consensus with HCD is a negotiation process, and we are committed to representing the City's best interests in that process. By maintaining close contact with HCD and representing the needs of our clients, we have never failed to obtain certification of any of the housing elements we have prepared. Our proximity to HCD's office in Sacramento makes it easy for us to meet with HCD staff as needed.

Figure 2 Housing Element Experience

Housing Element Experience



Cities

- Alameda
- Albany
- Anderson
- Arcata
- Arroyo Grande
- Auburn
- Bakersfield
- Barstow
- Benicia
- Biggs
- Blythe
- California City
- Calimesa
- Capitola
- Chico
- Chino
- Clayton
- Cloverdale
- Clovis
- Coachella
- Coalinga
- Colfax
- Compton
- Concord
- Corning
- Crescent City
- Cupertino
- Daly City
- Dana Point
- Davis
- Dixon
- Dorris
- Dublin
- Dunsmuir
- Eastvale
- El Monte
- Elk Grove
- Emeryville
- Etna
- Fairfield
- Firebaugh
- Fortuna
- Fountain Valley
- Greenfield
- Gridley
- Grover Beach
- Hanford
- Highland
- Holtville
- Hughson
- Huron
- Imperial
- Industry
- Ione
- Jackson
- Kerman
- Kingsburg
- La Habra
- La Quinta
- Laguna Woods
- Lake Elsinore
- Lincoln
- Livermore
- Lodi
- Los Altos
- Loyalton
- Madera
- Marysville
- Menifee
- Menlo Park
- Milpitas
- Montague
- Moorpark
- Morro Bay
- Ontario
- Orinda
- Orland
- Oxnard
- Palm Springs
- Palmdale
- Pasadena
- Perris
- Pismo Beach
- Pittsburg
- Pleasanton
- Plymouth
- Pomona
- Rancho Cordova
- Rancho Cucamonga
- Rancho Mirage
- Red Bluff
- Reedley
- Ridgecrest
- Rio Dell
- Rio Vista
- Riverside
- Rocklin
- Roseville
- San Bernardino
- San Dimas
- San Marino
- San Ramon
- Sanger
- Santa Ana
- Santa Cruz
- Santa Monica
- Santa Rosa
- Seaside
- Selma
- Soledad
- South Lake Tahoe
- Stanton
- Suisun City
- Sutter Creek
- Tehama
- Temecula
- Tustin
- Twentynine Palms
- Upland
- Vacaville
- Vallejo
- Wasco
- Weed
- West Sacramento
- Westminster
- Whittier
- Wildomar
- Willits
- Willows
- Yorba Linda
- Yreka
- Yuba City
- Yucaipa

Counties

- Amador
- Butte
- Calaveras
- Contra Costa
- El Dorado
- Fresno
- Imperial
- Inyo
- Kern
- Kings
- Lake
- Lassen
- Los Angeles
- Mendocino
- Modoc
- Napa
- Orange
- Placer
- Riverside
- San Bernardino
- San Joaquin
- San Luis Obispo
- Siskiyou
- Solano
- Stanislaus
- Tehama
- Trinity
- Tuolumne
- Yuba

Towns

- Town of Corte Madera
- Town of Fairfax
- Town of Fort Jones
- Town of Loomis
- Town of Los Gatos
- Town of Mammoth Lakes
- Town of Paradise
- Town of Truckee
- Town of Windsor
- Town of Yountville
- Town of Yucca Valley

SB2 & LEAP Housing Element Technical Assistance

- City of Alturas
- City of Calexico
- City of Blue Lake
- City of Gonzales
- City of King City
- City of Montebello
- City of Needles
- City of Soledad
- City of Susanville
- City of Trinidad
- City of Westmorland
- County of Plumas
- Town of Fort Jones



3. REFERENCES

This chapter describes examples of PlaceWorks' experience providing housing services for local agencies throughout California.

BUTTE COUNTY HOUSING ELEMENT UPDATE

Reference

Dan Breedon, AICP, Planning Division Manager, Butte County | 530.552.2538 | DBreedon@buttecounty.net

PlaceWorks prepared the County's 5th and 6th cycle housing element updates, which included an evaluation of existing housing programs; a housing needs analysis; identification of housing resources and opportunities; housing constraints analysis update; an assessment of fair housing; and housing goals, policies, programs, and quantified objectives updates. The 6th cycle sites inventory update was unique due to loss of over 7,000 units in the 2018 Camp Fire and 2020 North

Complex Fire. Because of this unit loss, HCD allocated the county a base RHNA as well as a rebuild RHNA. PlaceWorks completed a sites capacity analysis that identified appropriate sites to meet both allocations. PlaceWorks worked closely with HCD during the review process and was able to achieve compliance with just one round of review. PlaceWorks also completed an SB 244 analysis, which identified disadvantaged communities in the unincorporated areas of the county. The analysis identified deficiencies with water and wastewater systems, stormwater infrastructure, and fire protection and recommended policies and fundings to assist these deficiencies.

RED BLUFF HOUSING ELEMENT

Reference

Tom Westbrook, City Manager, City of Red Bluff | 530.527.2605 ext. 3061 | twestbrook@cityofredbluff.org

PlaceWorks assisted the City of Red Bluff with its 7th cycle housing element update. In addition to updating all the required sections of the housing element, PlaceWorks completed the city's first assessment of fair housing in compliance with AB 686. PlaceWorks coordinated with the city directly to perform community engagement with residents,

stakeholders, and other interested parties and assisted staff with presentations to the city's planning commission and council. PlaceWorks coordinated directly with the HCD reviewers to obtain compliance after one round of review. PlaceWorks prepared an environmental addendum to meet California Environmental Quality Act (CEQA) Guidelines.

GONZALES HOUSING ELEMENT ASSISTANCE AND IMPLEMENTATION

Reference

Taven M. Kinison Brown, Community Development Director, City of Gonzales | 831.675.5000 | TKinisonBrown@ci.gonzales.ca.us

PlaceWorks was recently hired to assist the city with finishing their 6th cycle housing element update. The city needed assistance responding to a comment letter they received from HCD on their 6th cycle draft housing element. This included updating the fair housing assessment, updating the needs assessment, elaborating on the review of previous; rewriting the sites inventory to demonstrate that the city

can meet the RHNA with the use of a newly drafted overlay zone, and updating programs to ensure the city



will comply with state law. PlaceWorks worked closely with HCD during the additional 60-day review period and was able to gain conditional compliance with one additional round of review. We are currently assisting the city with finalizing the required rezones before submitting to HCD for a compliance review.

Additionally, PlaceWorks is assisting the city with housing element implementation. This includes rezoning of several properties to meet the RHNA, developing an affordable housing overly, and completing zoning text amendments to comply with state law. Zoning amendments include updates to the density bonus ordinance; adding low barrier navigation centers, transition and supportive housing, employee housing, and residential care facilities; updating the definition of family; and ensuring compliance with state ADU law.

PlaceWorks prepared a commonsense exemption for this work effort.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 7, 2025 by and between the City of Live Oak (“City”) and Placeworks (“Consultant”).

RECITALS

- A. The City Manager holds the authority under the Live Oak Municipal Code to execute this professional services agreement at this dollar amount for work related to updating and securing approval from HCD for the City of Live Oak’s Housing Element.
- B. The Consultant is specially trained, experienced and competent to provide the professional services required by this Agreement.
- C. The Consultant possesses the skill, experience, ability, background, license, certification, as required by law, and knowledge to provide the professional services described in this Agreement in accordance with the terms and conditions described herein.
- D. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. **Scope of Services.** The Consultant shall furnish the following services in a professional manner: Consultant shall perform the services described in 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 eight months or until terminated as set forth in Section 5 (Termination) of this Agreement.
- 3. **Compensation- Professional Services:** Compensation to be paid to Consultant is in accordance with Exhibit “A”, which is attached hereto and incorporated herein by reference and not to exceed \$57,000, billed monthly, over the term of the agreement. Upon the mutual consent of both parties, the agreement can be extended on a monthly basis and at the billing rates then effect at the conclusion of the agreement. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant’s services, even if such defects were known to the City at the time of payment. **Method of Payment.** Consultant shall submit 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. The invoices will be paid at the billings rates noted in the attached Exhibit "A", pages 13-14. 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.

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

8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, CDs or other electronic form which are prepared or caused to be prepared by Consultant under this Agreement (“Documents and Data”). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.
9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant unless and until such documents become a matter of public record. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs relating to project for which Consultant’s services are rendered, or any publicity pertaining to the Consultant’s services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.
10. Consultant’s Books and Records
- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating

to charges for services, expenditures, and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Clerk, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 9955 Live Oak Blvd., Live Oak, California when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance

of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2)).

- 13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All services provided by Consultant under this Agreement, shall be by Placeworks, and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
- 14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
- 15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
- 16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, to the extent resulting from Consultant's negligence, recklessness or willful misconduct, except for any such claim arising from the sole negligence, active

negligence, reckless or willful misconduct of the City, its officers, agents, employees, or volunteers.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally 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: Kary Hauck, Interim City Manager

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

If to Consultant: **Placeworks**
 101 Parkshore Dr., Suite 200
 Folsom, CA 95630
 Attn: Jennifer Gastelum

Email: jgastelum@placeworks.com
 Phone: 916-245-7500 ext. 2733

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

INTERWEST CONSULTING GROUP, INC

By: _____
Kary Hauck, Interim City Manager

By: _____
Title: _____

Tax ID No.: _____

Attachments: Exhibit A – Services Proposal (includes schedule of fees)
Exhibit B – Insurance Requirements

Exhibit “A”

Placeworks Proposal Attached
Dated April 18, 2025

Exhibit “B”

Insurance Requirements

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

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

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

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

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

not be canceled by either party, except after thirty (30) day's prior written notice has been provided to the City.

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

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

Acceptability of Insurers

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

Verification of Coverage

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

Waiver of Subrogation

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

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



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

Meeting Date: May 7, 2025

Title: Discussion and Possible Authorization of Staff to Prepare and Issue Requests for Proposals (RFP) for Acquisition of all Assets of the City of Live Oak Water System

Contact Information: Kary Hauck, Interim City Manager

Background:**BACKGROUND:**

The City of Live Oak currently owns and operates its own water distribution system and wastewater treatment facility. Over the past several years, increasing operational costs, deferred infrastructure maintenance, and lack of rate adjustments have placed a significant financial burden on the City, specifically utilizing revenue from the general fund to bail out the water enterprise fund. The current utility rate structure, last increased over 19 years ago, is no longer sufficient to cover the rising costs of operation, regulatory compliance, and needed system upgrades.

As a result, the City has been exploring long-term sustainability options for both its water and sewer services. One potential pathway is to consider divesting utility operations to a qualified private utility company, which may have greater capacity to invest in capital improvements, regulatory compliance, and customer service enhancements.

DISCUSSION:

Issuing an RFP would allow the City to formally evaluate proposals from private entities interested in operating, managing, and potentially acquiring the City's water and sewer systems. The purpose of this process would be to gather detailed information regarding:

- Financial terms and acquisition potential
- Short- and long-term infrastructure investment plans
- Rate structures and customer service models
- Environmental and regulatory compliance capabilities
- Transition planning and workforce implications

This exploratory process would not obligate the City to enter into an agreement but would provide critical information for future decision-making and provide the City Council with options.

Key considerations include:

- Long-term cost savings and risk reduction
- Potential for capital investment and infrastructure modernization
- Loss of direct local control over utility operations
- Public response and transparency in decision-making

Should the Council wish to proceed, staff will develop and issue an RFP in accordance with the City's procurement policies, and return with a summary of qualified proposals for Council consideration.

Fiscal Impacts:

There is no direct fiscal impact associated with issuing the RFP; however, staff time and legal review will be required to manage the process.

Recommendation:

Direction on whether to issue an RFP to explore the potential for a private utility provider to assume full operation and management of the City of Live Oak's water and sewer systems, fully divesting the City from these services.



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

Meeting Date: May 7, 2025

Title: Public Employee Recruitment: City Manager, Pursuant to California Government Code Section 54957(b)



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

Meeting Date:

May 7, 2025

Title:

Conference with Labor Negotiators Pursuant to California Government Code
Section 54957.6:

Agency Designated Representative: Kary Hauck, Interim City Manager

Employee Organization: Confidential and Unrepresented Employees