



LIVE OAK CITY COUNCIL

REGULAR MEETING AGENDA DECEMBER 4, 2024 6:00 PM

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

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

RICK CRABTREE,
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/86705602359>
 - **Join by Phone:**
1-669-900-6833 or 1-833-548-0282 (Toll Free)
Webinar ID: 867 0560 2359

- **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/86705602359>
 - *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: 867 0560 2359
 - **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**

- A. Proclamation in Recognition of Cyle Johnson, Ashley Martin, and Cayleigh Johnson

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 November 20, 2024, City Council Regular Meeting minutes.
(Clarissa Menchaca, City Clerk)
2. Change Effective Date of Resolution and Employment Agreement with Richard Crabtree
Recommendation: Approve the revised resolution and employment agreement.
(Rick Crabtree, Interim City Manager)

DISCUSSION ITEMS

3. Memo to Council Regarding the End of Year Holiday Work Schedule
Recommendation: 1) Adopt the proposed 2024 Holiday Work Schedule; 2) Approve City Hall closure December 21, 2024, to January 1, 2025.
(Rick Crabtree, 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****ADJOURNMENT**



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

Meeting Date: December 4, 2024

Title: Proclamation in Recognition of Cyle Johnson, Ashley Martin, and Cayleigh Johnson

Attachments:

[Proclamation](#)



Proclamation

In Recognition of Cyle Johnson, Ashley Martin, and Cayleigh Johnson

WHEREAS, the City Council wishes to give a special recognition to Cyle Johnson, his wife Ashley Martin, and their 6-year-old daughter Cayleigh Johnson for their selfless acts of life saving heroism and service to the community of Live Oak; and

WHEREAS, on November 25, 2024, Cayleigh Johnson was playing out front and witnessed Live Oak resident Robbie Carpenter's roll over crash into an irrigation canal on Larkin Road and Paseo Road. Robbie's vehicle landed upside down and left her head submerged in the water. Cayleigh ran into the house to tell her parents about the crash, and both Cyle and Ashley ran outside to assist; and

WHEREAS, Cyle and Ashley located Robbie, who's head was underwater and unresponsive in the driver seat, belted in. Cyle reached in the vehicle and unlocked the door and forced the door open; and

WHEREAS, an unknown passerby stopped to assist and provided a knife to cut the seat belt. They were able to pull Robbie to safety and stayed with her until responding EMS personnel arrived. Robbie was transported to Adventist Health and Rideout with minor injuries.

WHEREAS, had it not been for their heroic actions, this would have been a much different outcome. We applaud the life-saving actions demonstrated by this family.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Live Oak, California does hereby extend this proclamation to Cyle Johnson, his wife Ashley Martin, and their 6-year-old daughter Cayleigh Johnson for their selfless acts of live saving heroism.

Dated this 4th day of December, 2024.

Ashley Hernandez, Mayor

Nancy Santana, Vice Mayor

Lakhvir Ghag, Council Member

Jeramy Chapdelaine, Council Member

Bob Woten, Council Member



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

Meeting Date: December 4, 2024

Title: City Council Meeting Minutes

Contact Information: Clarissa Menchaca, City Clerk

Recommendation: Approve the November 20, 2024, City Council Regular Meeting minutes.

Attachments:

[Minutes](#)



LIVE OAK CITY COUNCIL

MINUTES
NOVEMBER 20, 2024
6:00 PM

MEMBERS OF THE COUNCIL

ASHLEY HERNANDEZ, MAYOR
NANCY SANTANA, VICE MAYOR
JERAMY CHAPDELAINE, COUNCILMEMBER
LAKHVIR GHAG, COUNCILMEMBER
BOB WOTEN, COUNCILMEMBER

RICK CRABTREE,
INTERIM CITY MANAGER

NICOLE ROSSER,
CITY ATTORNEY

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9955 LIVE OAK BOULEVARD
LIVE OAK, CALIFORNIA 95953

CALL TO ORDER

Meeting called to order by Mayor Hernandez at Live Oak City Council Chambers, 9955 Live Oak Boulevard, Live Oak, CA at 6:03 pm.

ROLL CALL

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

PLEDGE OF ALLEGIANCE AND INVOCATION

Councilmember Ghag led the Pledge of Allegiance. Mayor Hernandez delivered the invocation.

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

Item A – Proclamation Honoring November 2024 as Sikh Awareness and Appreciation Month – This item was added to the agenda under Presentations and Recognitions.

PRESENTATIONS AND RECOGNITIONS

A. Proclamation Honoring November 2024 as Sikh Awareness and Appreciation Month – Mayor Hernandez presented the proclamation.

PUBLIC COMMENT

The following members of the public addressed the Council: J.R. Thiara and Cruz Mora.

CONSENT ITEMS

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

MOTION: APPROVE THE CONSENT AGENDA, WITH THE EXCEPTION OF ITEM 3 WHICH WAS PULLED FOR FURTHER DISCUSSION.
(MOTION: GHAG; SECOND: CHAPDELAINE)

VOTE: MOTION PASSED UNANIMOUSLY

1. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: November 6, 2024, City Council Regular Meeting minutes approved.
2. City Council Meeting Minutes
Clarissa Menchaca, City Clerk
Council action: November 6, 2024, City Council Special Meeting minutes approved.
3. Notification of Detection of PFAS (PFHxS) Above Notification Level in Well 2A
Jeff Nelson, Interim Public Works Director

This item was removed from the Consent Agenda for further discussion at the request of Councilmember Ghag.

BUSINESS ITEMS

4. Write-off of Past Due Water and Sewer Accounts Collections
James Ramsey, Finance Director

James Ramsey, Finance Director, provided a report for the Council.

Public Comment was opened and closed without any speakers.

MOTION: ADOPT RESOLUTION.
(MOTION: GHAG; SECOND: HERNANDEZ)

VOTE: MOTION PASSED UNANIMOUSLY

Reference Resolution No. 29-2024.

DISCUSSION ITEMS

5. Discussion Regarding Possible Expansion of the City Limits
Rick Crabtree, Interim City Manager

Rick Crabtree, Interim City Manager, provided a report for the Council.

The following member of the public addressed the Council: J.R. Thiara.

Council action: Directed staff to perform further research and bring back recommendations.

ITEMS REMOVED FROM THE CONSENT AGENDA FOR COUNCIL CONSIDERATION AND ACTION

3. Notification of Detection of PFAS (PFHxS) Above Notification Level in Well 2A
Jeff Nelson, Interim Public Works Director

Jeff Nelson, Interim Public Works Director, addressed questions from the Council.

The following members of the public addressed the Council: J.R. Thiara and Cruz Mora.

Council action: Information only, no action required.

UPDATES AND ANNOUNCEMENTS FROM -THE CITY ATTORNEY AND CITY MANAGER

Rick Crabtree, Interim City Manager, discussed the option of holding a special meeting for the swearing-in of the newly elected council members or performing the swearing-in at the December 18th regular meeting.

COUNCILMEMBER COMMENTS

Councilmember Ghag suggested the Interim City Manager meet with Dale Carlson to discuss city issues and concerns. Councilmember Ghag addressed city departments ensuring there is coverage during business hours.

Vice Mayor Santana requested the meeting be closed in memory of her son-in-law's mother, Margie Villegas, and Doctor Tony Kelly.

Mayor Hernandez concurred with the suggestion of the Interim City Manager meeting with Dale Carlson. Mayor Hernandez touched on the new gym coming to town as well as some of the interior and exterior improvements other businesses have made.

ADJOURNMENT

Mayor Hernandez adjourned the meeting at 7:35 pm in memory of Margie Villegas and Doctor Tony Kelly.

Ashley Hernandez, Mayor

ATTEST:

Clarissa Menchaca, City Clerk



City of Live Oak Report to City Council

Meeting Date: December 4, 2024

Title: Change Effective Date of Resolution and Employment Agreement with Richard Crabtree

Contact Information: Rick Crabtree, Interim City Manager

Background: At the November 6, 2024, City Council Meeting Richard Crabtree's employment agreement was approved with a date error indicating that the effective date was November 8, 2024; in fact Mr. Crabtree's starting date was November 7, 2024 as he shadowed Mark Scott for training and orientation. This inconsistency has prevented him from being compensated for work done on November 7, 2024.

The revised proposed employment agreement and resolution are identical to the agreement and resolution previously approved by the City Council except that the effective date has been changed to November 7, 2024. This change would allow Mr. Crabtree to be compensated for work done on November 7, 2024.

Recommendation: Approve the revised resolution and employment agreement.

Attachments:

[Approved Agreement](#)

[Proposed Revised Agreement](#)

[Approved Resolution](#)

[Proposed Revised Resolution](#)

**CITY OF LIVE OAK
AGREEMENT FOR EMPLOYMENT OF INTERIM CITY MANAGER**

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into effective November 8, 2024 (the "Effective Date"), and is by and between the CITY OF LIVE OAK (the "City") and RICHARD CRABTREE (the "Employee").

RECITALS

A. The City desires to obtain the service of Employee as Interim City Manager for the City of Live Oak.

B. The Employee desires to be employed in that position.

C. Employee represents he is a retired annuitant of CalPERS within the meaning of Government Code § 21221 (h) and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). Employee represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during City's 2024-2025 fiscal year, and he therefore acknowledges he is restricted to working no more than a total of 960 hours for the City, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during City's 2024-2025 fiscal year. Employee represents that he has not received unemployment compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement. Employee further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

D. City has determined it is necessary to hire Employee, a retired annuitant, because the position of Interim City Manager requires special skills, and Employee, by virtue of his significant experience as City Manager, has those special skills.

NOW, THEREFORE, City and Employee in consideration of the mutual covenants and agreements herein contained, agree as follows:

**SECTION 1
INCORPORATION OF RECITALS**

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated herein.

SECTION 2 APPOINTMENT OF INTERIM CITY MANAGER

The City Council of the City hereby appoints Employee to the position of Interim City Manager, in and for the City of Live Oak, California.

SECTION 3 TERM OF AGREEMENT

This Agreement will become effective November 8, 2024 and shall continue in force until terminated pursuant to the conditions specified in Section 6 of this Agreement. This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager employed by City; or (ii) upon termination of the Agreement by City or Employee as provided in Section 6 (Termination) of this Agreement.

SECTION 4 AT-WILL EMPLOYMENT

Employee is an "at-will" Employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause. This provision may not be altered, except by a written instrument executed by Employee and formally adopted by the City Council, which specifically references this Agreement and section.

SECTION 5 DUTIES OF EMPLOYEE

a. Employee agrees to perform any and all duties outlined in the City's Municipal Code as may be from time to time amended, and such other permissible and proper duties and functions as the City Council may from time to time assign.

b. Included within Employee's duties shall be to assist the City Council for the recruitment of a permanent City Manager. In light of the provisions of Government Code Section 1090 et. seq., Employee recognizes and agrees it would be a conflict of interest to seek appointment to the position of permanent City Manager and Employee agrees not to seek or accept the permanent position of the City's City Manager.

c. Employee shall devote forty (40) hours per week to perform his duties as Interim City Manager. The Employee and City agree that Employee shall be working at the City of Live Oak, each weekday during normal business hours. However, the Employee and City are flexible in allocation of these hours given that Employee may work some hours outside of regular business hours including, without limitation, attendance at regular and special Council Meetings, and other meetings and events as may be necessary by the Interim City Manager. Toward that end, Employee shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular City business hours and for the performance of his duties and of City business. However, in no event shall Employee be required to work more than 959 hours per fiscal year for City, with the further limitation that Employee shall not exceed the 959 hours per fiscal year combined with time previously spent at another jurisdiction. The position of Interim City Manager shall be deemed an exempt position under California wage and hour law.

d. To assist Employee in performance of his duties City shall provide Employee a City cell phone and laptop computer and shall also pay for a service provider for internet access to such laptop computer. Employee shall return the cell phone and laptop computer to City upon termination of this Agreement.

SECTION 6 TERMINATION OF EMPLOYMENT AND SEVERANCE

a. **BY CITY.** The City may terminate this Agreement at any time with or without cause for any reason upon providing written notice to Employee of such termination without cause. The City Council may also terminate this Agreement in the event of termination with cause. The City's only obligation in the event of termination will be payment to Employee of all compensation then due and owing up to and including the effective date of termination.

b. In addition to termination of Employee without cause, the Employee may be terminated for "cause". The determination of whether there is "cause" for termination may include but shall not be limited to the following:

1. Violation of administrative policies and procedures;
2. Failure to properly perform assigned duties;
3. Theft of City property;
4. Insubordination;
5. Conviction of a felony, or conviction of a misdemeanor relating to Employee's fitness to perform assigned duties;
6. Unauthorized absence from employment;

7. Failure to maintain satisfactory working relationships with other employees or the public;
8. Reporting for work, or being at work, under the influence of or in possession of alcohol or non-prescribed controlled substances;
9. Improper use of City funds;
10. Unauthorized use of City property;
11. An act of moral turpitude or dishonesty; and
12. Other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the City.

c. **BY EMPLOYEE.** The Employee may terminate this Agreement at any time for any reason and make every effort to provide thirty (30) days written notice to City of such termination. The City Council shall have the option in its discretion, to make Employee's termination effective at any time prior to the end of such period, provided City pays Employee all compensation for the hours he has worked prior to the date of termination.

SECTION 7 COMPENSATION/BENEFITS

a. **RATE OF PAY AND COMPLIANCE WITH CALPERS REQUIREMENTS.** It is the intent of the parties to compensate Employee only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay of \$108.00 per hour shall be paid for his services rendered as Interim City Manager. Payment shall be made to Employee on the same schedule as other City employees, subject to all applicable withholdings and deductions as may be required by law or government regulations. Employee will submit time reports to substantiate his hours worked.

b. **RECORDATION AND REPORTING OF HOURS WORKED.** Employee will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS.

c. **BENEFITS.** No Benefits. Pursuant to Government Code § 21221 (h) and related CalPERS regulations and policy statements, Employee shall not receive from City any benefits City commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

d. **VACATION AND LEAVE.** No leave. Employee and City agree that Employee in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time *off*, vacation, sick leave

(except sick leave which may be required by law), administrative leave, paid holidays or similar leave benefits.

SECTION 8 NOTICES

a. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

i. THE CITY

CITY OF LIVE OAK
Live Oak City Hall
9955 Live Oak Blvd.
Live Oak, CA 95953
Attn: City Clerk

cc: RICH, FUIDGE, BORDSEN & GALYEAN, INC.
1129 D Street
Marysville, CA 95901
Attn: Nicole D. Rosser, City Attorney

ii. EMPLOYEE

RICHARD CRABTREE
31 Purple Robe Court
Chico, CA 95973

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Civil Judicial Process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service. Either party may change the address for notices pursuant to this Agreement by providing written notice to the other party as stated above.

SECTION 9 GENERAL PROVISIONS

- a. The text herein shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs at law and personal representative of Employee.

c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

d. Pursuant to California Government Code section 53243.2, regardless of the term of this contract, if the contract is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving the abuse of her position.

e. **INDEMNIFICATION**. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*] City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Manager.

f. **BONDING**. City shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

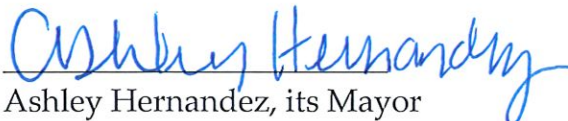
IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth below.

Date: 11/6/2024


Richard Crabtree, Employee

Date: 11/6/2024

CITY OF LIVE OAK

By: 
Ashley Hernandez, its Mayor

Attest:


Clarissa Menchaca, City Clerk

CITY OF LIVE OAK
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b. Included within Employee’s duties shall be to assist the City Council for the recruitment of a permanent City Manager. In light of the provisions of Government Code Section 1090 et. seq., Employee recognizes and agrees it would be a conflict of interest to seek appointment to the position of permanent City Manager and Employee agrees not to seek or accept the permanent position of the City’s City Manager.

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2. Failure to properly perform assigned duties;
3. Theft of City property;
4. Insubordination;
5. Conviction of a felony, or conviction of a misdemeanor relating to Employee's fitness to perform assigned duties;
6. Unauthorized absence from employment;

7. Failure to maintain satisfactory working relationships with other employees or the public;
8. Reporting for work, or being at work, under the influence of or in possession of alcohol or non-prescribed controlled substances;
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c. BENEFITS. No Benefits. Pursuant to Government Code § 21221 (h) and related CalPERS regulations and policy statements, Employee shall not receive from City any benefits City commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

d. VACATION AND LEAVE. No leave. Employee and City agree that Employee in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time *off*, vacation, sick leave

(except sick leave which may be required by law), administrative leave, paid holidays or similar leave benefits.

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CITY OF LIVE OAK
Live Oak City Hall
9955 Live Oak Blvd.
Live Oak, CA 95953
Attn: City Clerk

cc: RICH, FUIDGE, BORDSEN & GALYEAN, INC.
1129 D Street
Marysville, CA 95901
Attn: Nicole D. Rosser, City Attorney

ii. EMPLOYEE

RICHARD CRABTREE
31 Purple Robe Court
Chico, CA 95973

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Civil Judicial Process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service. Either party may change the address for notices pursuant to this Agreement by providing written notice to the other party as stated above.

SECTION 9 GENERAL PROVISIONS

- a. The text herein shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs at law and personal representative of Employee.

c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

d. Pursuant to California Government Code section 53243.2, regardless of the term of this contract, if the contract is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving the abuse of her position.

e. INDEMNIFICATION. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*] City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Manager.

f. BONDING. City shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth below.

Date: _____

Richard Crabtree, Employee

Date: _____

CITY OF LIVE OAK

By: _____
Ashley Hernandez, its Mayor

Attest:

Clarissa Menchaca, City Clerk

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK, CALIFORNIA, APPOINTING RICHARD CRABTREE AS INTERIM CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT

WHEREAS, the City of Live Oak is in the process of actively recruiting a qualified, permanent City Manager; and

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Live Oak City Council desires to appoint Richard Crabtree as an interim appointment retired annuitant to the vacant position of City Manager for the City of Live Oak under Government Code Section 21221(h), effective November 8, 2024 to allow sufficient time to recruit and hire a permanent City Manager; and

WHEREAS, Richard Crabtree has over 30 years of municipal government experience, which includes serving as a city manager in another local city; and

WHEREAS, Government Code Section 7522.6(f) requires that post-retirement employment commence no earlier than 180 days after the retirement date, and Richard Crabtree satisfies this requirement, in that he has been retired from public service since 2022; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the regular replacement for the vacant position of City Manager for the City of Live Oak commences his or her employment or, if earlier, the date that this appointment is terminated by the City of Live Oak or Richard Crabtree; and

WHEREAS, the compensation of Richard Crabtree shall not be less than the minimum nor exceed the maximum published pay schedule for the vacant position of City Manager, divided by 173.333 to equal the hourly rate. Richard Crabtree has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, the entire employment agreement between Richard Crabtree and the City of Live Oak has been reviewed by this body and is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Live Oak, as follows:

SECTION 1. The City Council has considered the full record before it, which may include but is not limited to such things as the agenda staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby appoints Richard Crabtree as interim City Manager effective November 8, pursuant to the authority provided under Government Code Section 21221(h) and 7522.56,

during the recruitment, selection and employment of a regular City Manager, to provide the critically-needed, specialized skills necessary to run the City of Live Oak.

SECTION 3. The employment agreement with Richard Crabtree, a copy of which is incorporated herein as Exhibit "A", is approved by the City Council, effective November 8, 2024.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Live Oak, California on 4th day of November, 2024, by the following vote:

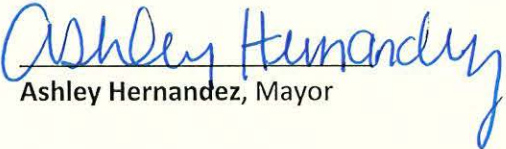
AYES: Councilmembers Woten, Chapdelaine, Ghag, and Mayor Hernandez

NOES: None

ABSENT: Vice Mayor Santana

ABSTAIN: None

APPROVED:


Ashley Hernandez, Mayor

ATTEST:


Clarissa Menchaca, City Clerk

APPROVED AS TO FORM:


Nicole Rosser, City Attorney

CITY OF LIVE OAK
AGREEMENT FOR EMPLOYMENT OF INTERIM CITY MANAGER

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into effective November 8, 2024 (the "Effective Date"), and is by and between the CITY OF LIVE OAK (the "City") and RICHARD CRABTREE (the "Employee").

RECITALS

A. The City desires to obtain the service of Employee as Interim City Manager for the City of Live Oak.

B. The Employee desires to be employed in that position.

C. Employee represents he is a retired annuitant of CalPERS within the meaning of Government Code § 21221 (h) and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). Employee represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during City's 2024-2025 fiscal year, and he therefore acknowledges he is restricted to working no more than a total of 960 hours for the City, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") during City's 2024-2025 fiscal year. Employee represents that he has not received unemployment compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement. Employee further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement.

D. City has determined it is necessary to hire Employee, a retired annuitant, because the position of Interim City Manager requires special skills, and Employee, by virtue of his significant experience as City Manager, has those special skills.

NOW, THEREFORE, City and Employee in consideration of the mutual covenants and agreements herein contained, agree as follows:

SECTION 1
INCORPORATION OF RECITALS

The foregoing recitals are not merely recitals but are contractual in nature and are incorporated herein.

SECTION 2
APPOINTMENT OF INTERIM CITY MANAGER

The City Council of the City hereby appoints Employee to the position of Interim City Manager, in and for the City of Live Oak, California.

SECTION 3
TERM OF AGREEMENT

This Agreement will become effective November 8, 2024 and shall continue in force until terminated pursuant to the conditions specified in Section 6 of this Agreement. This Agreement shall expire as of the first of the following to occur: (i) upon the employment commencement date of a permanent City Manager employed by City; or (ii) upon termination of the Agreement by City or Employee as provided in Section 6 (Termination) of this Agreement.

SECTION 4
AT-WILL EMPLOYMENT

Employee is an "at-will" Employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Employee's employment at any time, with or without cause. This provision may not be altered, except by a written instrument executed by Employee and formally adopted by the City Council, which specifically references this Agreement and section.

SECTION 5
DUTIES OF EMPLOYEE

a. Employee agrees to perform any and all duties outlined in the City's Municipal Code as may be from time to time amended, and such other permissible and proper duties and functions as the City Council may from time to time assign.

b. Included within Employee's duties shall be to assist the City Council for the recruitment of a permanent City Manager. In light of the provisions of Government Code Section 1090 et. seq., Employee recognizes and agrees it would be a conflict of interest to seek appointment to the position of permanent City Manager and Employee agrees not to seek or accept the permanent position of the City's City Manager.

c. Employee shall devote forty (40) hours per week to perform his duties as Interim City Manager. The Employee and City agree that Employee shall be working at the City of Live Oak, each weekday during normal business hours. However, the Employee and City are flexible in allocation of these hours given that Employee may work some hours outside of regular business hours including, without limitation, attendance at regular and special Council Meetings, and other meetings and events as may be necessary by the Interim City Manager. Toward that end, Employee shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, City staff, and members of the community during regular City business hours and for the performance of his duties and of City business. However, in no event shall Employee be required to work more than 959 hours per fiscal year for City, with the further limitation that Employee shall not exceed the 959 hours per fiscal year combined with time previously spent at another jurisdiction. The position of Interim City Manager shall be deemed an exempt position under California wage and hour law.

d. To assist Employee in performance of his duties City shall provide Employee a City cell phone and laptop computer and shall also pay for a service provider for internet access to such laptop computer. Employee shall return the cell phone and laptop computer to City upon termination of this Agreement.

SECTION 6 TERMINATION OF EMPLOYMENT AND SEVERANCE

a. **BY CITY.** The City may terminate this Agreement at any time with or without cause for any reason upon providing written notice to Employee of such termination without cause. The City Council may also terminate this Agreement in the event of termination with cause. The City's only obligation in the event of termination will be payment to Employee of all compensation then due and owing up to and including the effective date of termination.

b. In addition to termination of Employee without cause, the Employee may be terminated for "cause". The determination of whether there is "cause" for termination may include but shall not be limited to the following:

1. Violation of administrative policies and procedures;
2. Failure to properly perform assigned duties;
3. Theft of City property;
4. Insubordination;
5. Conviction of a felony, or conviction of a misdemeanor relating to Employee's fitness to perform assigned duties;
6. Unauthorized absence from employment;

7. Failure to maintain satisfactory working relationships with other employees or the public;
8. Reporting for work, or being at work, under the influence of or in possession of alcohol or non-prescribed controlled substances;
9. Improper use of City funds;
10. Unauthorized use of City property;
11. An act of moral turpitude or dishonesty; and
12. Other failure of good behavior either during or outside of employment such that Employee's conduct causes discredit to the City.

c. **BY EMPLOYEE.** The Employee may terminate this Agreement at any time for any reason and make every effort to provide thirty (30) days written notice to City of such termination. The City Council shall have the option in its discretion, to make Employee's termination effective at any time prior to the end of such period, provided City pays Employee all compensation for the hours he has worked prior to the date of termination.

SECTION 7 COMPENSATION/BENEFITS

a. **RATE OF PAY AND COMPLIANCE WITH CALPERS REQUIREMENTS.** It is the intent of the parties to compensate Employee only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations and policy statements. The Rate of Pay of \$108.00 per hour shall be paid for his services rendered as Interim City Manager. Payment shall be made to Employee on the same schedule as other City employees, subject to all applicable withholdings and deductions as may be required by law or government regulations. Employee will submit time reports to substantiate his hours worked.

b. **RECORDATION AND REPORTING OF HOURS WORKED.** Employee will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS.

c. **BENEFITS.** No Benefits. Pursuant to Government Code § 21221 (h) and related CalPERS regulations and policy statements, Employee shall not receive from City any benefits City commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

d. **VACATION AND LEAVE.** No leave. Employee and City agree that Employee in accordance with Government Code Section 21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave

(except sick leave which may be required by law), administrative leave, paid holidays or similar leave benefits.

SECTION 8 NOTICES

a. Notices pursuant to this Agreement shall be in writing given by deposit in the custody of the United States Postal Service, first class postage prepaid, addressed as follows:

i. THE CITY

CITY OF LIVE OAK
Live Oak City Hall
9955 Live Oak Blvd.
Live Oak, CA 95953
Attn: City Clerk

cc: RICH, FUIDGE, BORDSEN & GALYEAN, INC.
1129 D Street
Marysville, CA 95901
Attn: Nicole D. Rosser, City Attorney

ii. EMPLOYEE

RICHARD CRABTREE
31 Purple Robe Court
Chico, CA 95973

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to Civil Judicial Process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service. Either party may change the address for notices pursuant to this Agreement by providing written notice to the other party as stated above.

SECTION 9 GENERAL PROVISIONS

- a. The text herein shall constitute the entire agreement between the parties.
- b. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, heirs at law and personal representative of Employee.

c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

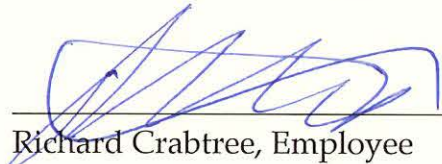
d. Pursuant to California Government Code section 53243.2, regardless of the term of this contract, if the contract is terminated, any cash settlement related to the termination that Employee may receive from City shall be fully reimbursed to City if Employee is convicted of a crime involving the abuse of her position.

e. **INDEMNIFICATION**. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code Section 810 *et seq.*] City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during Employee's tenure as Interim City Manager.

f. **BONDING**. City shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

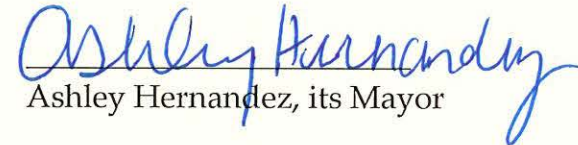
IN WITNESS WHEREOF the parties have executed this Agreement on the date set forth below.

Date: 11/6/2024


Richard Crabtree, Employee

Date: 11/6/2024

CITY OF LIVE OAK

By: 
Ashley Hernandez, its Mayor

Attest:


Clarissa Menchaca, City Clerk

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVE OAK, CALIFORNIA, APPOINTING RICHARD CRABTREE AS INTERIM CITY MANAGER AND APPROVING AN EMPLOYMENT AGREEMENT

WHEREAS, the City of Live Oak is in the process of actively recruiting a qualified, permanent City Manager; and

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a retired annuitant to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Live Oak City Council desires to appoint Richard Crabtree as an interim appointment retired annuitant to the vacant position of City Manager for the City of Live Oak under Government Code Section 21221(h), effective November 7, 2024 to allow sufficient time to recruit and hire a permanent City Manager; and

WHEREAS, Richard Crabtree has over 30 years of municipal government experience, which includes serving as a city manager in another local city; and

WHEREAS, Government Code Section 7522.6(f) requires that post-retirement employment commence no earlier than 180 days after the retirement date, and Richard Crabtree satisfies this requirement, in that he has been retired from public service since 2022; and

WHEREAS, this Section 21221(h) appointment shall only be made once and therefore will end on the date immediately preceding the date on which the regular replacement for the vacant position of City Manager for the City of Live Oak commences his or her employment or, if earlier, the date that this appointment is terminated by the City of Live Oak or Richard Crabtree; and

WHEREAS, the compensation of Richard Crabtree shall not be less than the minimum nor exceed the maximum published pay schedule for the vacant position of City Manager, divided by 173.333 to equal the hourly rate. Richard Crabtree has not and will not receive any other benefit, incentive compensation in lieu of benefits or any other form of compensation in addition to this hourly pay rate; and

WHEREAS, the entire employment agreement between Richard Crabtree and the City of Live Oak has been reviewed by this body and is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Live Oak, as follows:

SECTION 1. The City Council has considered the full record before it, which may include but is not limited to such things as the agenda staff report, testimony by staff and the public, and other materials and evidence submitted or provided to it. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby appoints Richard Crabtree as interim City Manager effective November 7, pursuant to the authority provided under Government Code Section 21221(h) and 7522.56,

during the recruitment, selection and employment of a regular City Manager, to provide the critically-needed, specialized skills necessary to run the City of Live Oak.

SECTION 3. The employment agreement with Richard Crabtree, a copy of which is incorporated herein as Exhibit "A", is approved by the City Council, effective November 7, 2024.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Live Oak, California on 4th day of December, 2024, by the following vote:

AYES:

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

Ashley Hernandez, Mayor

ATTEST:

Clarissa Menchaca, City Clerk

APPROVED AS TO FORM:

Nicole Rosser, City Attorney



City of Live Oak Report to City Council

Meeting Date:	December 4, 2024
Title:	Memo to Council Regarding End of Year Holiday Work Schedule
Contact Information:	Rick Crabtree, Interim City Manager
Location:	City Hall
Background:	Live Oak City employees have traditionally been able to take most or all of the holiday period from Christmas Eve through New Years off work. Employees utilize a combination of regular off days (e.g., Saturday and Sunday), already earned paid time off (PTO), along with some established City holidays. Attached is a memo setting forth the suggested schedule for the coming holiday period. Most City employees are expected to participate by taking the days off. Accordingly, it will be necessary to close City Hall during the relevant time period.
Fiscal Impacts:	There is no expansion of the number paid holidays as a consequence of this proposal.
Recommendation:	1) Adopt the proposed 2024 Holiday Work Schedule; and 2) Approve City Hall closure December 21, 2024, to January 1, 2025.
Attachments:	

[Memo](#)

From: [Rick Crabtree](#)
To: [Clarissa Menchaca](#)
Subject: 2024 End of Year Holiday Schedule
Date: Friday, November 22, 2024 3:37:18 PM
Attachments: [image001.png](#)

TO: All City Employees and City Council Members: below is a list of days off that occur between December 20th and January 2nd this year. An employee who wishes may take that entire period off through the use of a combination of City holidays and accrued personal time. This is consistent with the relevant portions of the Union MOU. (Section 6.2.) **It is likely that City Hall will be closed during this period.**

This is a tentative schedule for that time:

12/20 - Last day of work

12/23 - Personal time

12/24 - Paid holiday

12/25 - Paid holiday

12/26 - Personal time

12/27 - Personal time

12/30 - Personal time

12/31 - Paid holiday

01/01 - Paid holiday

01/02 - Return to work

For personal time you can use: Floater, Vacation, Comp., or Unpaid. City Hall will be closed to the public but if managers approve it, staff has the option to work.



