



REGULAR CITY COUNCIL MEETING AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
October 5, 2021
6:30 PM

Mayor: Leon Garcia
Vice Mayor: Mark Joseph
Councilmembers: Mariam Aboudamous, David Oro, Pierre Washington

Consistent with Government Code Section 54953 and the American Canyon City Council Resolution Declaring the Existence of a Local Emergency due to the COVID-19 Pandemic, City Council and other public meetings are currently being held only by Video/Teleconference to align with local and federal guidelines and social distancing recommendations for the containment of the coronavirus. Members of the public may participate by digitally accessing the meeting with the information below. Additionally, this meeting will be broadcast live to residents on Napa Valley TV at <http://www.cityofamericancanyon.org> and on YouTube at <https://www.youtube.com/user/CityofAmericanCanyon>.

You may submit public comments for any Agenda Item, Non-Agenda Item or make general public comments by one of the following methods:

Oral comments, during the meeting: A Zoom Webinar has been established for public participation during the meeting related to a specific agenda item, or matters not on the agenda. To give your public comment directly to the legislative body during the meeting, use the Register to Speak feature of [eComments](#) or connect via below Zoom link and follow the instructions or by calling 408-638-0968.

Zoom Meeting Link: [Click Here](#)

Webinar ID: 899 9650 9970 **Passcode:** 495068

Written comments, Via eComments: The eComments link is located on the Meetings & Agendas page of our website [here](#). Comments received before the 3:00 p.m. day-of-meeting cutoff time will be routed to all Councilmembers at that time. eComments will remain open throughout the meeting, and all comments received will be posted online and become part of the meeting record.

The above-identified measures exceed all legal requirements for participation in public comment, including those imposed by the Ralph M. Brown Act and Executive Order N-29-20 and N-33-20. For more information, please call the City Clerk at (707) 647-5337 or email cityclerk@cityofamericancanyon.org.

AGENDA MATERIALS: City Council agenda materials are published 72 hours prior to the meeting, and are available to the public via the City's website at www.cityofamericancanyon.org.

AMERICANS WITH DISABILITIES ACT: The City Council will provide materials in alternative formats to comply with the Americans with Disabilities Act. Please send a request to 4381 Broadway, Suite 201, American Canyon, CA 94503 or cityclerk@cityofamericancanyon.org. Include your name, address, phone number and brief description of the requested materials, as well as your preferred alternative format or auxiliary aid, at least three calendar days before the meeting.

PUBLIC ADDRESS – CLOSED SESSION 4:30 P.M.

The Mayor will call the meeting to order and conduct role call. Council will immediately convene into Closed Session after hearing any public comment on Closed Session items. At 6:30 p.m. the Council will reconvene into Open Session and then resume Closed Session at the end of the meeting to address outstanding items, if necessary.

4:30 P.M. CLOSED SESSION

- 1. Conference with Legal Counsel – Anticipate Litigation Pursuant to Government Code Section 54956.9 (d)(3) Three Matters.**

6:30 P.M. OPEN SESSION - REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION/CONFIRMATION OF REPORTABLE ACTION

CITY CLERKS ANNOUNCEMENT PURSUANT TO GOVT CODE 54952.3

When the City Council sits jointly, or serially as more than one board it is required that the amount of compensation received for each board be disclosed at the meeting. If there is a matter of consideration dealing with water outside the City limits but within the Water District Service Area, the Council will function as the former American Canyon County Water District. For sitting as the Council, a stipend of \$315 monthly is received, and as the Water Board, \$206.50 per meeting.

PROCLAMATIONS AND PRESENTATIONS

- 2. [Proclamation - Filipino American History Month](#)**
- 3. [Proclamation - Domestic Violence Awareness](#)**
- 4. [Proclamation - Code Enforcement Officer Appreciation Week](#)**

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

*This time is reserved for members of the public to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the City Council. Comments are limited to 3 minutes. Comments for items on the Agenda will be taken when the item is called. The City Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the City Council does not respond to public comment at this time. Speakers are asked to please speak clearly, and provide their name. Any handouts for distribution to the City Council must be emailed by 3:00 p.m. on meeting day. To comment via zoom during the meeting, use the [Register to Speak feature in eComments](#) or click the “raise your hand” button if joining by computer, or press *9 if joining by phone, when the item is called. To avoid confusion, hands raised outside of Public Comment periods will be lowered.*

AGENDA CHANGES

The Mayor and Council may change the order of the Agenda or request discussion of a Consent Item. A member of the Public may request discussion of a Consent Item by making that request during Public Comment.

CONSENT CALENDAR

5. **Interwest Consulting Group Contract**

Recommendation: Adopt a Resolution approving Amendment 14 to Agreement No. 2011-A105 with the Interwest Consulting Group to extend the contract for Building and Safety Services to the end of Fiscal Year 2021/22 and increase the total contract amount by \$265,000, not to exceed \$2,652,500.

6. **Napa Airport Corporate Center Development Agreement Annual Review**

Recommendation: Adopt a Resolution finding that Napa Airport Corporate Center I, LLC has demonstrated "Good Faith Efforts" to comply with the Napa Airport Corporate Center Development Agreement obligations during calendar year 2020/21.

7. **Continued Use of Remote Teleconference for Meetings**

Recommendation: Adopt a Resolution reaffirming that a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing continued use of remote teleconference meetings of legislative and advisory bodies of the City of American Canyon for the the period October 1, 2021 through November 1, 2021 pursuant to to Ralph M. Brown Act.

PUBLIC HEARINGS

There are no Public Hearing items.

BUSINESS

8. **CalPERS Contract Amendment**

Recommendation: Waive second reading, read by title only, and adopt Ordinance of the City Council of the City of American Canyon authorizing an amendment to the contracts between the City of American Canyon and the Board of Administration of the California Public Employees' Retirement System for the purposes of implementing cost sharing per the negotiated contracts for all Classic Local Miscellaneous members in the Teamsters Local 315-General Unit and the Teamsters Local 315-Mid-Management Unit, and members of the Unrepresented Compensation Program Unit.

9. **City Manager Employment Agreement**

Recommendation: Take the following actions:

- 1) Adopt a Resolution approving an Employment Agreement with Jason B. Holley for Employment as City Manager and
- 2) Adopt a Resolution approving the City of American Canyon Fiscal Year 2021/22 Salary Schedule.

Compliance with Government Code section 54953(c)(3): Prior to taking action on this item, which involves executive compensation, an oral summary of the recommended action is to

be stated in open session.

MANAGEMENT AND STAFF ORAL REPORTS

MAYOR/COUNCIL COMMENTS, COMMITTEE REPORTS, AND FUTURE AGENDA ITEMS

The Mayor and Council may comment on matters of public concern and announce matters of public interest; no collective council action will be taken.

Anticipated Future Council Items Of Note:

- **October 12 - Special Meeting** - Corporation Yard Eco Center
- **October 19** - Water Supply Update/Drought Emergency Stage 2; Draft Term Limits Ordinance Workshop; Napa Junction Elem. Capacity Fee Waiver
- **November 2** - Organic Waste Reduction Ordinance; Home2Suites "Offsite" Fee Credit Reimbursement; Oat Hill Fee Credit Reimbursement Agreement
- **November 9 - Special Meeting** - Commercial Developer Roundtable
- **November 16** - Climate Emergency Proclamation; Q1 Investment Report; Hampton Inn First Reading Zone Change and CUP; Gas Station Ordinance; National Citizen Survey; Cannabis Update
- **December 7** - Council Meeting Calendar for 2022; Measure T MOE Validation and Bi-Annual Report; Parks & Recreation Fee Policy and Fee Schedule FY 2020-2021 Auditors Report; 5-year CIP Update
- **December 21** - Appointments of new commissioners /oath of office; Review Council Assignments for 2021 and Vice-Mayor

10. [City Council Committee Report - Mayor Leon Garcia](#)

11. [City Council Committee Report - Vice Mayor Mark Joseph](#)

ADJOURNMENT

CERTIFICATION

I, Taresa Geilfuss, City Clerk for the City of American Canyon, do hereby declare that the foregoing Agenda of the City Council was posted in compliance with the Brown Act prior to the meeting date.

Taresa Geilfuss, City Clerk

CITY OF AMERICAN CANYON PROCLAMATION



October 2021 is Filipino American History Month

WHEREAS, Filipino Americans are one of the largest ethnic groups in the State of California and the City of American Canyon; and

WHEREAS, the earliest documented evidence of Filipinos in the United States dates to October 18, 1587, when Filipino mariners on Spanish sailing vessels landed in Morro Bay, California; and

WHEREAS, over the course of four-hundred and thirty-three years, Filipino Americans have contributed greatly to the freedom, prosperity and diverse culture of the United States; and

WHEREAS, in 2009, the month of October was first recognized as Filipino American History Month in California, to promote and reflect on Philippine history and culture; and

WHEREAS, the Filipino Americans of American Canyon, born in the Philippines and many other countries, who speak a multitude of languages, whose immigrant stories are as varied as the thousands of islands which make up the Philippines, are all Filipino by virtue of their shared ancestry; and

WHEREAS, American Canyon is a very diverse city with all religions, ethnicities, and languages represented and coexisting in a community that has a noteworthy history of embracing its diverse nature, including the active engagement of Filipino Americans in civic organizations and the appointment and election of Filipino Americans to various City commissions and to the City Council; and

WHEREAS, it is important to educate our youth, including the youth in our newest student wellness program, FLAGG – The Filipino Life and Generations Group, on the lasting and significant contributions of Filipino Americans in local government, business, the medical and legal professions, education, religion and everyday life.

NOW THEREFORE BE IT RESOLVED, that I, Leon Garcia, Mayor of the City of American Canyon, on behalf of the American Canyon City Council, do hereby proclaim October, 2021 as Filipino American History Month in the City of American Canyon, and encourage residents to learn more about the history and contributions of Filipino Americans.

Dated: October 5, 2021

Leon Garcia, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



Proclaiming The Month of October, 2021 in the City Of American Canyon As

Domestic Violence Awareness Month

WHEREAS, NEWS, Domestic Violence and Sexual Abuse Services is commemorating 40 years of service to survivors of domestic violence in Napa County, having opened the first confidential safe house on October 5th 1981 and began providing safety to those escaping abuse; and

WHEREAS, every year since 1989, the United States Congress has proclaimed October as Domestic Violence Awareness Month, renewing our Country's commitment to standing against DV and meeting the needs of survivors; and

WHEREAS, domestic violence is a public health concern that impacts the well-being and success of individual community members, as well as the community as a whole. Data from the U.S. Center of Disease Control's National Intimate Partner and Sexual Violence Survey (NIPSVS) show that nearly 1 in 4 women and 1 in 9 men in the U.S. report experiencing severe physical violence from an intimate partner in their lifetime while nearly half of U.S. adults have experienced psychological aggression such as humiliating or controlling behaviors from their partner. Domestic violence can cause severe physical and emotional distress for survivors who are more likely to become suicidal and lose economic opportunities from the abuse. Children who witness abuse are likely to experience abuse themselves and are often used to control other family members which can have lifelong impacts on their mental health. Aside from the obvious physical and emotional trauma inflicted, domestic violence contributes to over 10% of all intentional violent deaths (not including suicide) and costs America over 8 billion dollars a year.

WHEREAS, by observing October as Domestic Violence Awareness Month we show that our community is committed to supporting survivors and working toward the prevention of domestic violence among future generations; and

WHEREAS, in Fiscal Year 2019/20 NEWS provided services to over 1,500 of our Napa County community members, including 24 hour response, assistance with protective orders, safety and shelter, permanent housing, financial aid, support groups and children's services, for issues related to violence in the home; and

NOW, THEREFORE, I, Leon Garcia, Mayor, on behalf of the City Council of the City of American Canyon, do hereby proclaim October, 2021 as "**Domestic Violence Awareness Month**", and encourage all residents of American Canyon to honor domestic violence survivors and those who serve them during this month and throughout the year.

Dated: October 5, 2021

Leon Garcia, Mayor

CITY OF AMERICAN CANYON

PROCLAMATION



HONORING CODE ENFORCEMENT OFFICER APPRECIATION WEEK OCTOBER 2, 2021 – OCTOBER 8, 2021

WHEREAS, Code Enforcement Officers provide safety, health, and welfare to citizens in communities throughout the State of California by educating, and when necessary, enforcing local, state, and federal laws; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do to maintain and improve resident quality of life and business economic vitality; and

WHEREAS, Code Enforcement requires extensive knowledge in the fields of building, zoning, housing, animal control, environmental, health, and life safety; and

WHEREAS, Code Enforcement Officers possess expertise and training such as Code Enforcement certification, California Law Enforcement Telecommunications System certification, mediation, and conflict resolution; and

WHEREAS, Code Enforcement Officers have a highly visible role in the communities they serve and respect individual's lifestyle choices when explaining neighborhood preservation rules and regulations; and

WHEREAS, Code Enforcement Officers often work nights, and weekends; sometimes under dangerous conditions to keep American Canyon residents and businesses safe from hazards; and

WHEREAS, the State Legislature proclaims the second week of October is "*Code Enforcement Officer Appreciation Week*" in the State of California; and

NOW, THEREFORE, THEREFORE, BE IT RESOLVED, that the City Council of the City of American Canyon hereby recognizes and expresses its appreciation for the dedication and service of our Code Enforcement Officers.

Dated: November 5, 2021

Leon Garcia, Mayor



TITLE

Interwest Consulting Group Contract

RECOMMENDATION

Adopt a Resolution approving Amendment 14 to Agreement No. 2011-A105 with the Interwest Consulting Group to extend the contract for Building and Safety Services to the end of Fiscal Year 2021/22 and increase the total contract amount by \$265,000, not to exceed \$2,652,500.

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

Since 2011, Interwest Consulting Group provides contract Building and Safety Services that includes a part-time Building Official, Plan Check services, and on-call Building Inspection Services. The contract is funded from 45% of the building permit fees plus an hourly charge for Inspection Services.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Interwest services cost and associated revenues were contemplated in the 2021/22 Fiscal Year budget.

ENVIRONMENTAL REVIEW

N/A

ATTACHMENTS:

- [1. Resolution - Interwest Consulting Group 14th Amendment](#)
- [2. Exhibit A 14th Amendment - Interwest Consulting Group](#)

ATTACHMENT 1

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING AMENDMENT 14 TO AGREEMENT 2011-A105 WITH THE INTERWEST CONSULTING GROUP INCREASING THE TOTAL CONTRACT AMOUNT BY \$625,000 TO AN AMOUNT NOT TO EXCEED \$2,652,500 FOR BUILDING AND SAFETY INSPECTION, BUILDING OFFICIAL, AND PLAN CHECK SERVICES.

WHEREAS, the City has a longstanding practice of providing Building & Safety Services through a combination of in-house and contract staff; and

WHEREAS, because of the volatility of development, contracting specialized Building and Safety staff helps the City remain flexible with resources in response to market conditions and demands; and

WHEREAS, City lacks the qualified personnel to provide the specified work product; and

WHEREAS, consistent with the "A/B/C Test" stipulated by the *Dynamex Operations West Inc. v. Superior Court* (Case No. S222732), the Interwest Consulting Group is an independent contractor free from the control and direction of the City in connection with the performance of the work, who performs work that is outside the usual course of the City's business and is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the City.

WHEREAS, the Interwest Consulting Group contract cost is fixed at 45% of the building permit and plan check fee revenue which ensures the services are provided at no net cost to the General Fund and provides part-time Building Inspection services for an hourly charge that is offset with salary savings from a vacant Building Official position; and

WHEREAS, the 2021/22 Fiscal Year budget allocates \$338,300 for contract costs with anticipated revenues of \$500,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby determines that the Interwest Consulting Group is free from the control and direction of the City in connection with the performance of the work, both under the contract for the performance of such work and in fact.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby determines that the Interwest Consulting Group performs work that is outside the usual course of the City's business.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American Canyon hereby determines that the Interwest Consulting Group is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed for the City.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of American hereby approves Amendment 14 to Agreement 2011-A105 with the Interwest Consulting Group increasing the total contract amount by \$625,000 to an amount not to exceed \$2,652,500 for building and safety

inspection, building official, and plan check services and extends the contract term to June 30, 2022 as incorporated by reference as Exhibit A to this Resolution.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of October, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Exhibit A – 14th Amendment to Agreement 2011-A105

EXHIBIT A

CITY OF AMERICAN CANYON AGREEMENT NO. _____

**AMENDMENT #14 TO AGREEMENT NO. 2011-A105 TO THE CITY OF AMERICAN CANYON
STANDARD AGREEMENT FOR BUILDING AND SAFETY, BUILDING OFFICIAL AND PLAN
CHECK SERVICES WITH INTERWEST CONSULTING GROUP**

RECITALS

1. The City of American Canyon (“CITY”) and Interwest Consulting Group (“CONSULTANT”) have entered into an Agreement dated November 2, 2011, with a First Amendment on January 15, 2013, a Second Amendment on May 22, 2014, a Third Amendment on December 19, 2014, a Fourth Amendment on July 7, 2015, a Fifth Amendment on March 17, 2016, a Sixth Amendment on November 15, 2016, a Seventh Amendment on April 4, 2017, an Eighth Amendment on October 5, 2017, a Ninth Amendment on January 8, 2018, a Tenth Amendment on March 6, 2018, an Eleventh Amendment on June 5, 2018, a Twelfth Amendment on June 18, 2019, and a Thirteenth Amendment on March 3, 2020.
2. The Agreement provides for amendments to perform specific tasks under a specific scope of services that may arise during the term of the agreement.

NOW, THEREFORE, CITY and CONSULTANT agree as follows:

1.00 SERVICES AND COMPENSATION

CONSULTANT agrees to provide services as listed in Attachment “A” to increase the contract amount for additional services in the amount of \$265,000 not to exceed \$2,652,500.

2.00 TIME OF PERFORMANCE

The services covered by this Amendment shall be performed or provided by June 30, 2022.

3.00 REMAINING PROVISIONS

All other terms of the November 2, 2011 Agreement remain in full force and effect.

Executed on _____, 2021, at American Canyon, California.

CITY:

CONSULTANT/CONTRACTOR:

By: _____
Jason B. Holley
City Manager

By: _____
Name
Title



TITLE

Napa Airport Corporate Center Development Agreement Annual Review

RECOMMENDATION

Adopt a Resolution finding that Napa Airport Corporate Center I, LLC has demonstrated “Good Faith Efforts” to comply with the Napa Airport Corporate Center Development Agreement obligations during calendar year 2020/21.

CONTACT

Brent Cooper, AICP, Community Development Director

BACKGROUND & ANALYSIS

On August 4, 2020, the Council approved the Napa Airport Corporate Center Development Agreement (DA) with Napa Airport Corporate Center I, LLC, (Ordinance No. 2020-03 and Agreement 2020-08). The DA provides the owner with a 5-year vested right to develop the Napa Airport Corporate Center “Project Approvals.” The Development Agreement became effective on September 23, 2020 and remains effective until September 23, 2025.

The Project Approvals include:

- 1) A Tentative Subdivision Map (City Council Resolution No. 2018-86) for subdivision of the Property into five lots, including public road rights-of-way;
- 2) Conditional Use Permits for Buildings A and B on Lots 1 and 2 (City Council Resolution No. 2018-87);
- 3) Conditional Use Permit, Design Permit, and Minor Modification for Building E on Lot 4 (City Council Resolution No. 2018-88); and
- 4) Conditional Use Permit, Design Permit, and Minor Modification for Building G on Lot 5 (City Council Resolution No. 2018-89).

A Minor Modification to the Conditional Use Permits/Design Permits for Building E on Lot 4 (PL20-0016) and Building G on Lot 5 (PL20-0017) was administratively-approved on July 10, 2020. The Minor Modifications effected the following changes:

- Increased the preserved wetlands area on Lot 4 and Lot 5;
- Reduced the square footage and building site coverage of Building E and Building G;
- Adjusted parking and loading consistent with the revised buildings; and

- Reduced overall development on the Property from approximately 261,541 square feet to approximately 193,741 square feet.

These approvals (the “Project Approvals”) allow development of the Property with up to 193,741 square feet of industrial uses (warehouse, distribution, and/or E-commerce with accessory retail/office uses), and allowed the relaxation of certain lot size, front yard setbacks, and side yard landscaping requirements. (Lot 3 will be developed with a pre-annexation County-approved, 90,799 square foot warehouse and is not part of the Project Approvals).

The City conditioned the Project approval on the Owner's agreement to provide public infrastructure and other benefits to the City.

Annual review of Development Agreements is required by State law and Chapter 19.47 of the American Canyon Municipal Code. This annual report represents the 2020/21 Calendar Year monitoring report.

The burden of demonstrating good faith compliance is dependent on the Owner. On August 5, 2021, the Owner transmitted a letter to the City explaining the Project’s entitlement status and progress made in substantial compliance with the Development Agreement’s terms. A copy of this letter is included as Attachment 1.

Development Agreement Public Benefits

Section 3.3 of the Development Agreement describes substantial public benefits the City will receive from the Napa Logistics Park Phase 2 Project. The table below identifies each public benefit and its status.

Table 1 - Status of Development Agreement Public Benefits

DA Section	Public Benefit	Status
3.3(a)	Owner will provide to the City: (1) the Irrevocable Offers of Dedication for the right-of-way necessary to accommodate the planned widening of South Kelly Road and the planned improvements to the intersection of South Kelly Road with both Devlin Road and SR 29 as shown on the final approved plans for these improvements; and, (2) the offers for public utility and public access easements, within thirty (30) days of receiving a notice from the City that approval of the final plans for the construction of the improvements associated with the particular requested right-of way and easement has been obtained from Caltrans, the City, and all other necessary governmental agencies and that construction of the improvements will proceed within sixty (60) days of the date of the notice.	Owner has not yet received notice from the City to provide Irrevocable Offers of Dedication for right-of-way and public utility and public access easements.

3.3(b)	Pursuant to Section 2.10 of the Development Agreement, Owner has agreed to pay applicable City fees at the rates in existence at the time of the applicable application submittal or permit issuance as required by the terms of such fees. Owner paid applicable fees for the grading permit described above, and will continue to pay applicable fees for future submittals and approvals.	The Owner has not yet submitted applications for any permits. Therefore, there is no requirement to pay fees to the City at this time.
3.3(c)	The Project will provide additional substantial financial benefits to the City through increased taxes, sales, jobs, business license fees, and other sources. These financial benefits will accrue once the project is constructed and operational.	Financial benefits to the City will accrue when the project develops, consistent with the timeframes provided by the 5-year Development Agreement.

General Plan Consistency

The Development Agreement was found to be consistent with the General Plan upon its adoption. As described in this report and the proposed Resolution, the Development Agreement COAs demonstrate continued consistency of the Project with the City’s General Plan.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Economic Development and Vitality: "Attract and expand diverse business and employment opportunities."

FISCAL IMPACT

The fiscal impacts of the Projects were addressed as part of the Conditional Use Permit and Development Agreement.

ENVIRONMENTAL REVIEW

The annual Development Agreement monitoring report is categorically exempt from California Environmental Quality Act (CEQA) in accordance with Government Code 15321 – Enforcement Actions by Regulatory Agencies (Class 21). Class 21 applies as an exemption because the annual Development Agreement monitoring report is intended to serve as a tool to enforce the Napa Airport Corporate Center Development Agreement.

ATTACHMENTS:

- 1. [NACC DA Annual Report Resolution](#)
- 2. [NACC DA Annual Report 2020-21](#)

ATTACHMENT 1

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA, FINDING THAT NAPA AIRPORT CORPORATE CENTER, I, LLC HAS DEMONSTRATED “GOOD FAITH EFFORTS” TO COMPLY WITH THE NAPA AIRPORT CORPORATE CENTER DEVELOPMENT AGREEMENT OBLIGATIONS DURING CALENDAR YEAR 2020/21

WHEREAS, pursuant to Section 65300 of the State Planning and Zoning Law, the City of American Canyon has adopted a General Plan to provide comprehensive long-range planning and a blueprint of the city’s future form, including land use and circulation maps that specify the roadway network and the distribution of types and intensities of land; and

WHEREAS, on August 4, 2020, the City Council City approved the Napa Airport Corporate Center Development Agreement between the City of American Canyon and the “Owner”, Napa Airport Corporate Center, I, LLC (Ordinance No. 2020-03 and Agreement 2020-08); and

WHEREAS, the Napa Airport Corporate Center Development Agreement provides the Owner with a 5-year vested right to develop the Napa Airport Corporate Center “Project Approvals” consisting of the following:

- 1) A Tentative Subdivision Map (City Council Resolution No. 2018-86) for subdivision of the Property into five lots, including public road rights-of-way;
- 2) Conditional Use Permits for Buildings A and B on Lots 1 and 2 (City Council Resolution No. 2018-87);
- 3) Conditional Use Permit, Design Permit, and Minor Modification for Building E on Lot 4 (City Council Resolution No. 2018-88); and
- 4) Conditional Use Permit, Design Permit, and Minor Modification for Building G on Lot 5 (City Council Resolution No. 2018-89); and

WHEREAS, a Minor Modification to the Conditional Use Permits/Design Permits for Building E on Lot 4 (PL20-0016) and Building G on Lot 5 (PL20-0017) was administratively-approved on July 10, 2020; and

WHEREAS, the Minor Modifications effected the following changes:

- Increased the preserved wetlands area on Lot 4 and Lot 5;
- Reduced the square footage and building site coverage of Building E and Building G;
- Adjusted parking and loading consistent with the revised buildings;
- Reduced overall development on the Property from approximately 261,541 square feet to approximately 193,741 square feet; and

WHEREAS, the City conditioned the approval of the Project on the Owner’s agreement to provide public infrastructure and other benefits to the City; and

WHEREAS, the Development Agreement contributes to achieving the City Council’s strategies to provide diverse employment opportunities, enhance the City’s sewer and recycled water facilities in the industrial area, and provide resources to improve the City’s transportation network; and

WHEREAS, an annual review of the Napa Airport Corporate Center Development Agreement is required by Government Code section 65865.1 and American Canyon Municipal Code section 19.47.100; and

WHEREAS, during the 2020/21 Calendar period, the Development Agreement was reviewed to ensure compliance to the terms and provisions of the Agreement; and

WHEREAS, the burden of demonstrating good faith compliance with the Development Agreement is on the Owner; and

WHEREAS, Owner has submitted a communication, attached as Exhibit A, detailing the status of Owner’s compliance, to date, with the Development Agreement and the status of remaining obligations and necessary conditions precedent, which have been reviewed by City Staff as set forth in the Staff Report accompanying this Resolution; and

WHEREAS, the annual Development Agreement monitoring report is categorically exempt from California Environmental Quality Act (CEQA) in accordance with Government Code 15321 – Enforcement Actions by Regulatory Agencies (Class 21). Class 21 applies as an exemption because the annual Development Agreement monitoring report is intended to serve as a tool to enforce the Napa Airport Corporate Center Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby has concludes its review of the Napa Airport Corporate Center Development Agreement and finds that the Owner has, to date, demonstrated “Good Faith” efforts toward meeting its Development Agreement obligations for the 2020/21 Calendar Year.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of October, 2021, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Leon Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Exhibit A:
Napa Airport Corporate Center, I, LLC Annual Report 08.05.21



Thursday, August 5, 2021

City of American Canyon
4381 Broadway Suite 201
American Canyon, CA 94503
Attn: Mr. Jason Holley, City Manager

Re: Annual Report for Development Agreement (the "Development Agreement") by and between the City of American Canyon and Napa Airport Corporate Center, I, LLC

Dear Mr. Holley,

The undersigned is the Owner of the Napa Airport Corporate Center I (the "Project"), which is subject of the above-described Development Agreement. Owner submits this letter to the City as the Annual Report required by Section 4.1 of the Development Agreement, and to demonstrate good faith compliance with the terms of the Development Agreement (Gov't Code § 65865.1).

Development Agreement Section 3.1: Project Summary

On July 31, 2018, the Owner obtained approval from the City for: 1) a Tentative Subdivision Map for subdivision of the Property into five lots, including public road rights-of-way; 2) Conditional Use Permits approving a Conditional Use Permit for Buildings A and B on Lots 1 and 2); 3) Conditional Use Permit and Design Permit for Building E on Lot 4; 4) Conditional Use Permit and Design Permit for Building G on Lot 5. These approvals allowed development of the Property with up to 261,541 square feet of industrial uses (warehouse, distribution, and/or E-commerce with accessory retail/office uses), and allowed the relaxation of certain lot size, front yard setbacks, and side yard landscaping requirements. The City conditioned the approval of the Project on the Owner's agreement to provide public infrastructure and other benefits to the City.

On July 10, 2020, the Owner obtained approvals from the City for modifications of the Conditional Use Permit/Design Permit for Building E on Lot 4 and Building G on Lot 5, which increased the area of preserved wetlands on Lot 4 and Lot 5, reduced the square footage and building site coverage of Building E and Building G, adjusted parking and loading consistent with the revised buildings and reduced overall development on the Property from approximately 261,541 square feet to approximately 193,741 square feet.

The Owner consented to the inclusion of the Property in the Green Island Road Community Facilities District.

Development Agreement Section 3.2 and Section 3.5: Vested Rights and Subsequent Approvals

In addition to the vested rights described in Section 3.2 of the Development Agreement, Owner has obtained one Subsequent Approval from the City: A grading permit to allow for the export of stockpiled soil at the site (permit #DV21-0006, dated 7/13/21). This grading is not in preparation for the development of the site. Owner has not requested any other Subsequent Approvals from the City.

Since the Development Agreement was completed in August of 2020, Owner has continued to work with its wetlands consultant and design team to obtain all requisite approvals and permits, related to the on-site wetlands, from the United States Army Corps of Engineers and the San Francisco Bay Regional Water Quality Control Board. These approvals are expected by the first quarter of 2022.

As a condition of the approvals for the on-site wetlands, Owner will be required to construct wetlands mitigation at the neighboring Napa Logistics Wetland Preserve. In preparation for that construction, Owner executed an

Endowment Funding Agreement with DWF IV NLP II, LLC (Napa Logistics) and Golden State Land Conservancy, and also provided 100% of its required funding for that endowment, totaling \$200,890.06, in June of 2021.

Development Agreement Section 3.3: Public Benefits

The Project has and will continue to provide substantial public benefits to the City as described in Section 3.3 of the Development Agreement. The following sets forth the status of each required public benefit:

- a) Owner will provide to the City: (1) the Irrevocable Offers of Dedication for the right-of-way necessary to accommodate the planned widening of South Kelly Road and the planned improvements to the intersection of South Kelly Road with both Devlin Road and SR 29 as shown on the final approved plans for these improvements; and, (2) the offers for public utility and public access easements, within thirty (30) days of receiving a notice from the City that approval of the final plans for the construction of the improvements associated with the particular requested right-of way and easement has been obtained from Caltrans, the City, and all other necessary governmental agencies and that construction of the improvements will proceed within sixty (60) days of the date of the notice.
- b) Pursuant to Section 2.10 of the Development Agreement, Owner has agreed to pay applicable City fees at the rates in existence at the time of the applicable application submittal or permit issuance as required by the terms of such fees. Owner paid applicable fees for the grading permit described above, and will continue to pay applicable fees for future submittals and approvals.
- c) The Project will provide additional substantial financial benefits to the City through increased taxes, sales, jobs, business license fees, and other sources. These financial benefits will accrue once the project is constructed and operational.

Development Agreement Section 3.4: Timing

As described above, Owner expects to receive the wetlands approvals and permits by the first quarter of 2022. These approvals will allow Owner to proceed with the development of the Project. Owner intends to commence the construction permitting process in 2022 following issuance of the wetlands approvals, and to develop the project in a single phase. However, as recognized by Section 3.4 of the Development Agreement, market conditions and demand, interest rates and competition, among other factors, will impact any decision by Owner with respect to timing and completion of construction.

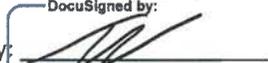
Owner looks forward to continuing to proceed with the development of the Project as contemplated and permitted by the Project Approvals.

Sincerely,

NAPA AIRPORT CORPORATE CENTER 1, LLC, a Delaware limited liability company

By: Napa Airport Corporate Centre PG, LLC,
a California limited liability company
Its: Managing Member

By: PDC SACRAMENTO, LLC
a Delaware limited liability company
Its Managing Member

By: 
Name: Timothy Schaedler
Its: Local Partner



TITLE

Continued Use of Remote Teleconference for Meetings

RECOMMENDATION

Adopt a Resolution reaffirming that a local emergency exists, re-ratifying the Proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing continued use of remote teleconference meetings of legislative and advisory bodies of the City of American Canyon for the the period October 1, 2021 through November 1, 2021 pursuant to to Ralph M. Brown Act.

CONTACT

William D. Ross, City Attorney

BACKGROUND & ANALYSIS

Because of the COVID-19 Pandemic, the City Council, as well as the City Planning Commission and Board of Directors of the American Canyon Fire Protection District, have been conducting meetings via Zoom teleconference, as allowed by Executive Order N-29-20. However, the Executive Order expired on September 30, 2021.

Assembly Bill 361, which was approved at by the Governor on September 16, 2021, allows local agencies such as the City to continue to meet by Zoom or other teleconferencing methods, provided that certain conditions are met.

The effect of Executive Order N-29-20 was to suspend certain provisions of the Ralph M. Brown Open Meeting Act (Government Code Section 54950 et seq.), which only allowed remote teleconference participation by City Council Members through a posting process at each teleconferenced member's location, with agenda provisions indicating that each teleconferenced location be accessible to the public.

The enclosed Resolution would comply with the provisions of AB 361 and allow continued Zoom meetings of the City Council until full in-person meetings are resumed.

The ability to continue to meet by Zoom, even in conjunction with Open Meetings, can be accomplished by the City Council provided that monthly resolutions are agenized and enacted with provisions referencing appropriate confirmation of declared emergencies are described.

Stated plainly, the City Council will have to enact a “361 Resolution” at least every 30 days to allow the Zoom teleconferencing procedure to continue.

Changes to the initial Agenda page of the City Council will also be made beginning October 2021, as the means for the public to participate via continued Zoom teleconference will have to be described consistent with the AB 361 procedures rather than the now-expired Executive Order N-29-20.

It is recognized that the 2nd Council Meeting in October (Scheduled for October 19th) is intended to be an in-person meeting with complimentary teleconferenced procedures for members of the public.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

FISCAL IMPACT

None.

ENVIRONMENTAL REVIEW

N/A - Adoption of the Resolution is not a project as defined by the California Environmental Quality Act

ATTACHMENTS:

- [1. Resolution - Implementing AB 361](#)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE CITY OF AMERICAN CANYON CITY COUNCIL REAFFIRMING THAT A LOCAL EMERGENCY EXISTS, RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING CONTINUED USE OF REMOTE TELECONFERENCED MEETINGS OF LEGISLATIVE AND ADVISORY BODIES OF THE CITY OF AMERICAN CANYON FOR THE PERIOD OCTOBER 1, 2021 THROUGH NOVEMBER 1, 2021 PURSUANT TO THE RALPH M. BROWN ACT

WHEREAS, the City of American Canyon (“City”) is committed to preserving and nurturing public access and participation in meetings of the American Canyon City Council (“City Council”), Council committees, Planning Commission, and all other advisory, elected and appointed committees and commissions (“City Decision Making Bodies”); and,

WHEREAS, all meetings of the City’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business; and,

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

WHEREAS, a required condition for such teleconference meetings is that a state of emergency be declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and,

WHEREAS, that proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the City’s boundaries, caused by natural, technological, or human-caused disasters; and,

WHEREAS, that proclamation also requires that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and,

WHEREAS, emergency conditions exist in the City, specifically, a State of Emergency has been proclaimed by Governor Newsom on March 4, 2020, proclaiming a State of Emergency to exist in California as a result of the threat of COVID-19; and,

WHEREAS, during the COVID-19 pandemic, the City Council has conducted remote, teleconferenced meetings consistent with the Governor’s Executive Orders promoting social distancing;

WHEREAS, consistent with AB 361, as a condition of extending the use of the provisions found in section 54953(e), the City Council must reconsider the circumstances of the state of emergency that exists in the City, and the City Council has done so; and,

WHEREAS, in response to COVID-19, the Governor of the State of California issued a Proclamation of a State of Emergency in response to COVID-19 on March 4, 2020, and issued Executive Order N-25-20 on March 12, 2020 proclaiming temporary amendments to State law and regulations related thereto; and

WHEREAS, on March 16, 2020 the City’s Director of Emergency Services issued a Proclamation of a Local Emergency by the City of American Canyon Director of Emergency Services and Acknowledgement of a State Proclamation Declaring of a State of Emergency and Acknowledgement of a Federal Proclamation Declaring of a National Emergency (P2020-001) (the “Proclamation”); and

WHEREAS, on March 17, 2020, the American Canyon City Council ratified the Proclamation. The City Council took actions to extend the Proclamation on May 5, June 16, August 4, and October 6, 2020.

WHEREAS, due to the continuing pandemic and the surging Delta Variant of COVID-19, meetings in person continues to present imminent risk to health and safety of attendees; and,

WHEREAS, the City Council hereby finds that the coronavirus causing the State of Emergency proclaimed by Governor Newsom on March 4, 2020, and, the Delta Variant of COVID-19 surging in Napa County, has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of services, personnel, equipment, and facilities of the City, and desires to re-affirm that a local emergency persists and re-ratify the Proclamation of State of Emergency by the Governor of the State of California; and,

WHEREAS, as a consequence of the local emergency, the City Council does hereby find that City Decision Making Bodies shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and,

WHEREAS, the City is providing teleconference access via a conference phone-line number to the meetings to ensure public access.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Affirmation that Local Emergency Exists. The City Council hereby proclaims that a local emergency continues to exist throughout the City, and the surging Delta Variant of COVID-19 would present an imminent risk to meeting in person.

Section 3. Re-Ratifies of Governor’s Proclamation of a State of Emergency. The City Council hereby re-ratifies the Governor’s Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. City Decision Making Bodies and City Staff are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public teleconferenced meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of November 4, 2021 or such time the City Council adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which City Decision Making Bodies may continue to conduct teleconferenced meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the American Canyon City Council held on the 5th day of October 2021, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geillfuss, City Clerk

William D. Ross, City Attorney



TITLE

CalPERS Contract Amendment

RECOMMENDATION

Waive second reading, read by title only, and adopt Ordinance of the City Council of the City of American Canyon authorizing an amendment to the contracts between the City of American Canyon and the Board of Administration of the California Public Employees' Retirement System for the purposes of implementing cost sharing per the negotiated contracts for all Classic Local Miscellaneous members in the Teamsters Local 315-General Unit and the Teamsters Local 315-Mid-Management Unit, and members of the Unrepresented Compensation Program Unit.

CONTACT

Assistant City Manager Maria Ojeda
Human Resources Officer II Scott Corey

BACKGROUND & ANALYSIS

On June 15, 2021 the City Council initiated the process of amending its California Public Employees' Retirement System (CalPERS) contract by approving resolutions authorizing the City Manager to sign side letter agreements with each bargaining group and the unrepresented employees to increase the retirement cost-share amount as agreed upon.

The Unrepresented Compensation Plan and the Memorandums of Understanding (MOUs) between the City and its General Unit and Mid-Management Unit employees provide for cost-sharing of the Employer Share of Classic Miscellaneous employee retirement costs. The employee cost-share percentage is capped at 5%. Since the MOUs became effective in 2016, the City has revised its CalPERS contract annually to increase the amount of the employee cost-share consistent with the MOU provisions. In Fiscal Year 2020/2021, the cost-share was 4.855%. In Fiscal Year 2021/2022, it is due to increase by 0.145% to reach the maximum of 5%.

On September 7, 2021, the City Council authorized the Mayor to sign the *Resolution of Intention to Approve an Amendment to the Contract between the Board of Administration California Public Employees' Retirement System and the City Council City of American Canyon*, and introduced an ordinance authorizing an amendment to the contracts between the City of American Canyon and

the Board of Administration of the California Public Employees' Retirement System (CalPERS) to amend this cost-sharing formula.

This action is consistent with the terms and conditions for all Classic Miscellaneous CalPERS members under the Unrepresented Compensation Plan and the General Unit and Mid-Management Unit MOUs.

To implement the CalPERS contract amendment, the City Council must adopt the Ordinance introduced in September.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Cost for employee retirement benefits were included in the Fiscal Year 2021-22 budget.

ENVIRONMENTAL REVIEW

15378(b) - The action is not a "Project" subject to the California Environmental Quality Act ("CEQA") because it does not qualify as a "Project" under Public Resources Code Sections 21065 and 21080 and in Section 15378(b) of Title 14 of the California Code of Regulations.

ATTACHMENTS:

- [1. Ordinance - CalPERS Contract Amendment - Cost Sharing](#)
- [2. Exhibit A - Amendment to Contract](#)

ORDINANCE NO. 2021-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM THAT WILL IMPLEMENT COST SHARING PER THE NEGOTIATED CONTRACTS FOR ALL CLASSIC LOCAL MISCELLANEOUS MEMBERS IN THE TEAMSTERS LOCAL 315- GENERAL UNIT AND TEAMSTERS LOCAL 315- MID-MANAGEMENT UNIT, AND MEMBERS OF THE UNREPRESENTED COMPENSATION PROGRAM UNIT

WHEREAS, an amendment to the contract between the City Council of the City of American Canyon and the Board of Administration is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part thereof as if set out in full; and

WHEREAS, the such amendment to the contracts between the City of American Canyon and the Board of Administration of the California Public Employees' Retirement System is made for the purposes of implementing cost sharing per the negotiated contracts for all Classic Local Miscellaneous members in the Teamsters Local 315-General Unit and the Teamsters Local 315-Mid-Management Unit, and members of the Unrepresented Compensation Program Unit; and

WHEREAS, this ordinance shall take effect 30 days after the date of its adoption, and prior to the expiration of 15 days from the passage thereof, shall be published once in a newspaper of general circulation, published and circulated in the City of American Canyon and thenceforth and thereafter the same shall be in full force and effect.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON DOES HERE ORDAIN AS FOLLOWS:

1. The Mayor of the City of American Canyon is hereby authorized, empowered, and directed to execute said amendment for and on behalf of the City Council of the City of American Canyon.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 7th day of September 2021, and is hereby adopted at a regular meeting of the City Council of the City of American Canyon, State of California, held on the 5th day of October 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:

William D. Ross, City Attorney



EXHIBIT

California
Public Employees' Retirement System



AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of American Canyon



The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective September 16, 1992, and witnessed August 21, 1992, and as amended effective January 2, 1993, June 19, 1993, January 1, 1999, March 18, 2001, November 20, 2004, June 18, 2005, December 17, 2010, July 15, 2017, June 30, 2018, June 29, 2019 and June 27, 2020 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 13 are hereby stricken from said contract as executed effective June 27, 2020, and hereby replaced by the following paragraphs numbered 1 through 13 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members and age 62 for new local miscellaneous members.
 - 2. Public Agency shall participate in the Public Employees' Retirement System from and after September 16, 1992 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.

3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **SAFETY EMPLOYEES.**
6. This contract shall be a continuation of the contract of the American Canyon County Water District, hereinafter referred to as "Former Agency". The accumulated contributions, assets and liability for prior and current service under the Former Agency's contract shall be merged pursuant to Section 20508 of the Government Code. Such merger occurred January 1, 1992.

- a. All benefits provided under this contract shall apply to all past service for former employees of the American Canyon County Water District.
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member shall be determined in accordance with Section 21354 of said Retirement Law (2% at age 55 Full).
8. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Full).
9. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21024 (Military Service Credit as Public Service).
 - b. Section 20965 (Credit for Unused Sick Leave).
 - c. Section 20042 (One-Year Final Compensation) for classic members only.
 - d. Section 21574.5 (Indexed Level of 1959 Survivor Benefits).
 - e. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - f. Section 21118 (Partial Service Retirement).
 - g. Section 20516 (Employees Sharing Additional Cost):

From and after July 15, 2017 and until June 30, 2018, 1.210% for classic local miscellaneous members in the Teamsters Local 315-General Unit, Teamsters Local 315-Mid Management Unit and Unrepresented Compensation Program Group.

From and after June 30, 2018 and until June 29, 2019, 1.813% for classic local miscellaneous members in the Teamsters Local 315-General Unit, Teamsters Local 315-Mid Management Unit and Unrepresented Compensation Program Group.

From and after June 29, 2019 and until June 27, 2020, 3.399% for classic local miscellaneous members in the Teamsters Local 315-General Unit, Teamsters Local 315-Mid Management Unit and Unrepresented Compensation Program Group.

From and after June 27, 2020 and until the effective date of this amendment to contract, 4.855% for classic local miscellaneous members in the Teamsters Local 315-General Unit, Teamsters Local 315-Mid Management Unit and Unrepresented Compensation Program Group.

From and after the effective date of this amendment to contract, 5% for classic local miscellaneous members in the Teamsters Local 315-General Unit, Teamsters Local 315-Mid Management Unit and Unrepresented Compensation Program Group.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

10. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members of said Retirement System.
11. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21574.5 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
12. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

13. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF AMERICAN CANYON

BY _____
ANDY NGUYEN, ASSISTANT DIVISION CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



TITLE

City Manager Employment Agreement

RECOMMENDATION

Take the following actions:

- 1) Adopt a Resolution approving an Employment Agreement with Jason B. Holley for Employment as City Manager and
- 2) Adopt a Resolution approving the City of American Canyon Fiscal Year 2021/22 Salary Schedule.

Compliance with Government Code section 54953(c)(3): Prior to taking action on this item, which involves executive compensation, an oral summary of the recommended action is to be stated in open session.

CONTACT

Jason Holley, City Manager
Scott Corey, Human Resources Officer

BACKGROUND & ANALYSIS

Employment Agreement

Jason B. Holley has served as City Manager since March of 2018 having served prior stints as Interim City Manager and as the City's Public Works Director since December 2, 2013 (Resolution 2018-31). The terms of Mr. Holley's engagement are governed by that certain Employment Agreement (Agreement No. 2018-51), which expires in December, 2021. Both parties desire for Mr. Holley to continue as City Manager and agree to the new terms shown in the new Employment Agreement shown in Attachment 1, Exhibit A.

Salary Schedule

The City Council approves all employee salaries, classification title and changes thereof. The City's employee retirement provider, California Public Employees Retirement System (CalPERS) requires pay rates for employees (including the City Manager) be established pursuant to "publicly available" salary schedule that includes certain information, such as position title and pay range.

This updated salary schedule revises the City Manager pay rate from \$215,000 to \$230,000 effective July 1, 2021. Staff recommends approving the salary schedule (Attachment 2, Exhibit A) in

conjunction with its approval of the Employment Agreement in order to satisfy CalPERS requirements.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Recommended Actions will have no fiscal impact because the City's FY 21/22 Budget already includes the cost of City staff at the salaries identified in the FY 21/22 Salary Schedule.

ENVIRONMENTAL REVIEW

Not Applicable

ATTACHMENTS:

1. [Resolution - Employment Agreement](#)
2. [Exhibit A - Employment Agreement](#)
3. [Resolution - Salary Schedule](#)
4. [Exhibit A - Salary Schedule](#)

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON APPROVING AN EMPLOYMENT AGREEMENT WITH JASON B. HOLLEY FOR EMPLOYMENT AS CITY MANAGER.

WHEREAS, Jason B. Holley has served since April 8, 2018 as City Manager; and,

WHEREAS, prior to serving as the City Manager, Mr. Holley served as Interim City Manager and as the City's Public Works Director since in December 2, 2013; and,

WHEREAS, Mr. Holley and the City Council wish to enter into an Employment Agreement to confirm the terms and conditions of Mr. Holley's continued employment as City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve the Employment Agreement with Jason B. Holley for Employment as City Manager attached as Exhibit "A".

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of October, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

**AGREEMENT
BETWEEN THE
CITY OF AMERICAN CANYON
AND JASON B. HOLLEY
FOR EMPLOYMENT AS CITY MANAGER**

This Agreement is entered into and effective as of July 1, 2021 (“Effective Date”) by and between the City of American Canyon, California, a municipal corporation and general law city (the “City”), Jason B. Holley, an individual (the “City Manager”). The City and the City Manager are sometimes individually referred to as a “Party” and collectively as “Parties” in this Agreement.

RECITALS

WHEREAS, the City requires the services of a City Manager; and,

WHEREAS, the City Manager has the necessary education, executive ability and qualifications to serve as the City’s City Manager; and,

WHEREAS, the City Council of the City (the “City Council”) desires to employ the City Manager to serve as the City Manager of City; and,

WHEREAS, in consideration of these Recitals and the performance by the Parties of the promises, covenants, and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. EMPLOYMENT OF THE CITY MANAGER.

The City, consistent with the provisions of City Municipal Code Chapter 2.08 (“Chapter 2.08”)¹, appoints and employs the City Manager as its City Manager, and the City Manager hereby accepts such employment.

2. OBLIGATIONS OF THE PARTIES.

A. City Manager Obligations.

(1) Duties and Authority.

The City Manager shall be the administrative head of the City under the direction and control of the City Council except as provided in Chapter 2.08 and this Agreement.

- (a) The City Manager shall have those powers and perform all of the duties of the City Manager as set forth in Municipal Code Section 2.08.060 and City policies and procedures approved by the City Council, as may be provided from time to time.

¹ All Chapter or Section references are to the Municipal Code unless otherwise noted.

- (b) The City Manager shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies and direct the work of all appointive City officers and departments except those that report directly to the City Council, the City Attorney, or the Board of Directors of the American Canyon Fire Protection District, a subsidiary special district of the City (*e.g.*, the District Fire Chief).
- (2) Hours of Work.
- (a) The City Manager is an exempt employee, but is expected to engage in those hours of work that are necessary to fulfill the obligations of the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times, unless utilizing the leave benefits described in Section 3.B.(1).
 - (b) It is recognized that the City Manager must devote a great deal of time to the business of the City and to that end, the City Manager's schedule of work each day and/or week shall vary in accordance with the work required to be performed. The City Manager shall spend sufficient hours to perform the City Manager's duties; however, the City Manager has discretion over the City Manager's work schedule and work location. Moreover, the City Manager has discretion as to the utilization of leave benefits described in Section 3.B.(1).
 - (c) Subject to Section 2.A.(2)(d), the City Manager shall not undertake any forms of employment outside of his regular duties as City Manager, and shall not undertake teaching, consulting, speaking, or other non-City connected business for which compensation is paid unless specifically authorized by the City Council.
 - (d) Notwithstanding the foregoing, the City Manager is the President of a consulting firm (J.B. Holley and Associates), and the Parties agree that the City Manager may, at his sole discretion, continue any existing activities and/or initiate new activities associated with J.B. Holley and Associates provided that the City Manager's undertaking of such activities would not conflict with his regular duties as City Manager pursuant to the relevant provisions of AB 1234.
- (3) Disability or inability to perform. In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than six months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive all severance benefits provided in Agreement Section 5.C.

- (4) The City Manager shall periodically hold “team building” retreats with key Departmental personnel, the timing of which shall be in the City Manager’s discretion.

B. City Obligations.

- (1) The City shall provide the City Manager with the compensation and benefits, as set forth in Agreement Section 3.
- (2) The City shall provide the City Manager with an office, staff, office equipment, supplies, automobile allowance, and all other facilities and services adequate for the performance of the City Manager’s duties, including but not limited to computer, laptop computer, high-speed internet access, cellular phone allowance, pager, electronic calendar, fax, copy machine and similar devices in an office at City Hall and/or the City Manager’s home office so that the City Manager is equipped to effectively communicate with the City Council and City Staff and perform the City Manager’s duties.
- (3) The City shall pay for or provide the City Manager reimbursement for all actual business expenses consistent with Government Code section 53234 *et seq.*, also known as “AB 1234,” City Resolution No. 2005-27 and Government Code Section 12950.1, training concerning sexual harassment and prevention of abusive conduct in the workplace. The City shall provide the City Manager a City credit card to charge legally authorized and necessary City business expenses.
- (4) The City agrees to pay the professional dues or membership dues and subscriptions on behalf of the City Manager, including the International City Manager’s Association (“ICMA”) and the California City Management Foundation (“CCMF”), and attend ICMA and CCMF annual meetings at City expense.
- (5) The City agrees to pay the travel and subsistence expenses of the City Manager to pursue official and other functions for the City, and meetings and occasions to continue the professional development of the City Manager, including, but not limited to, national, regional, state, and local conferences and/or governmental groups and committees upon which the City Manager serves as a member subject to annual review by the City Council.
- (6) The City also agrees to pay for the travel and subsistence expenses of the City Manager for short courses, institutes and seminars that are necessary for the performance of City Manager duties as set forth in Municipal Code Section 2.08.060.

C. City Council Obligations.

- (1) The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.

- (2) The City Council recognizes that to meet the challenges facing the City they must exercise decisive policy leadership. As one step in carrying out this leadership responsibility, the City Council commits to spending time each year outside of regular City Council meetings to work with the City Manager and staff on creating and revisiting the City's strategic plan, for setting goals and priorities for the City government, and to work on issues that may be inhibiting the maximal achievement of City goals. Likewise, each member of the City Council will make sufficient time available to the City Manager to provide an opportunity to be briefed on City issues.

D. Mutual Obligations.

- (1) Initial Goal Setting

On or about January 2022 and each January thereafter, the Parties shall meet in order to establish shared goals, performance objectives, expectations, priorities, working relationships, and professional development as they mutually determine are necessary for the proper operation of the City and for the attainment of the City Council's policy objectives.

- (2) Performance Evaluation.

- (a) The City Council shall evaluate the City Manager's performance on a periodic basis as described below. The City Manager's "Performance Evaluation" shall be reasonably based upon specific criteria agreed to in advance by the Parties. Such criteria may be modified from time to time as agreed to by the Parties.
- (b) During the Term of the Agreement, the City Manager shall provide "status updates" to the City Council on a quarterly basis; however, the purpose the status updates shall limited to the review of progress on key initiatives and progress and expressly not to be considered "performance evaluations" as defined herein.
- (c) The City Council shall conduct a City Manager Performance Evaluation at least once each year on or around December 31.
- (d) The Parties agree more frequent or periodic performance evaluations may occur if agreed upon by the Parties as the result of a prior Performance Evaluation.
- (e) The Parties agree an outside facilitator paid for by City may be used to assist them in conducting the City Manager's Performance Evaluation

- (3) ICMA Code of Ethics.

The Parties acknowledge that the City Manager is a member of the International City Management Association (ICMA) and desire that the City Manager be subject to and comply with the most recent ICMA Code of Ethics, which shall be incorporated as part of this Agreement. A copy of the current

ICMA Code of Ethics is attached as Exhibit A. Neither the City Council nor any of its members will give the City Manager any order, direction, or request that would require the City Manager to violate the ICMA Code of Ethics.

3. COMPENSATION.

The City agrees to provide the following compensation to the City Manager:

A. Compensation and Required Employer Costs.

(1) Base Salary.

- (a) Beginning Fiscal Year 2021/22 the base salary for the position of City Manager shall be \$230,000 as set forth in the City's most current Salary Schedule.
- (b) Beginning Fiscal Year 2022/23, the base salary for the position of City Manager shall be \$245,000. Notwithstanding the foregoing, this salary amount in Fiscal Year 22/23 is contingent upon satisfactory performance set by the City Council pursuant to Section 2.D of the Agreement.
- (c) Beginning Fiscal Year 2023/24, base salary shall be subject to automatic cost of living adjustments of between 2% and 4% on July 1 of each year, as determined by the prior 12-months Consumer Price Index for the San Francisco Bay Area Region
- (d) The City Manager shall be paid at the same intervals and in the same manner as other regular City employees.
- (e) The City shall not at any time during the term of this Agreement reduce the base salary, compensation or other financial benefits of the City Manager, unless as part of a general City management salary reduction, and then in no greater percentage than the average reduction of all City department heads.

(2) Performance Increase.

To provide an incentive for the City Manager to produce results above and beyond the expected fulfillment of the City Manager's regular duties, the City agrees to consider providing a financial incentive for extraordinary performance. Annually, and at the Council's sole discretion, the City Manager may be eligible for a "performance increase" equal up to 3% of the City Manager's Base Salary. Any such incentive would be considered a one-time bonus and not a portion of the City Manager's salary and thus, is not pensionable. The performance increase may be based, in part, on the accomplishment of specific goals set by the City Council pursuant to Section 2.D of the Agreement.

(3) Required City Costs. The following costs, to the extent they are applicable, shall be borne by the City:

- (a) Unemployment Compensation.
- (b) The “Employer’s Share” of Public Employees Retirement System (PERS). The City contracts with the California PERS for retirement benefits.
- (c) The cost of any fidelity or other bonds required by law for the City Manager.
- (d) The cost to defend and indemnify the City Manager as provided in Agreement Section 6.E.
- (e) Workers Compensation.

B. Basic Benefits.

- (1) Vacation/Management/Sick Leave.

Subject to the following, City Manager’s vacation time and sick leave shall be administered the same as all at-will management employees as outlined in the Unrepresented Compensation Program. Notwithstanding the foregoing, the City Manager shall not accrue Management Leave during the Term of the Agreement. Moreover, City Manager in his sole discretion, shall be allowed, to “cash out” accrued leave balances twice (2) each fiscal year, the amount of which each time shall be the maximum amount allowed under the Program.

- (2) Holidays.

The City Manager shall receive the same paid holidays as outlined in the Unrepresented Compensation Program.

- (3) Automobile Allowance.

The City Manager shall be provided a monthly automobile allowance of \$400 in lieu of making a vehicle available for the City Manager’s own personal use.

- (4) Benefits that Accrue to Other Employees.

The City Manager shall be entitled to all compensation benefits, rights, and privileges accorded to at-will management except as otherwise provided in this Agreement. If there is any conflict between this Agreement and any resolution fixing compensation and benefits for at-will management employees or other unrepresented employees, this Agreement shall control. See Exhibit B - Unrepresented Compensation Program.

- (5) Cell Phone Allowance

The City Manager shall receive a monthly technology allowance in the amount of \$180 in lieu of making a cell phone available for the City Manager’s own personal use.

4. SECURITY.

A. Pensions.

- (1) California Public Employees Retirement System (CalPERS) as required by state law.
 - (a) City Manager shall contribute to PERS (i.e. "Employee Share") 7% of total "CalPERS eligible" compensation and any sharing of "additional costs" of the "Employer Share" as defined in Government Code Section 20516 and required by the City's contract, including the latest amendments thereof, with CalPERS.
 - (b) City shall contribute the "Employer's Share" of CalPERS costs for benefits consistent with other non-safety management employees as outlined in the Unrepresented Compensation Program, currently the 2% at 55/single highest year retirement plan.
- (2) Deferred Compensation. The City Manager shall be eligible to participate in the 401(A) matching plan and the other optional Deferred Compensation plans available to the at-will management group as outlined in the Unrepresented Compensation Program. However, the City shall contribute annually an amount equal to the IRS Contribution Limit into the City Manager's deferred compensation plan.

B. Insurance.

- (1) Insurance Benefits
 - (a) Medical Insurance- The City Manager shall receive the same medical insurance contributions as the at-will management group.
 - (b) Retiree Medical Insurance- The City Manager shall receive the same retiree medical insurance contributions as the at-will management group.
- (2) Cafeteria Plan and other Benefits

The City Manager shall receive the same cafeteria plan contribution and access to all benefit plan options available to the at-will management group.

5. SEPARATION.

A. Resignation.

The City Manager may resign at any time and agrees to give the City at least 60 days advance written notice of the effective date of the City Manager's resignation, unless the Parties to this agreement mutually agree to other notice.

B. Non-Renewal of Employment Agreement, Termination & Removal.

- (1) Manager is an at-will employee serving at the pleasure of the City Council, as provided in Government Code Section 36506.
- (2) The City Council may remove the City Manager at any time, with or without cause provided such decision is consistent with the provisions of this Section and applicable law. Removal shall only occur after an effectuated Notice of Termination or Notice of Non-Renewal is provided to the City Manager in writing consistent with the provisions of Municipal Code Section 2.08.100. Any such Notice of Termination or Notice of Non-Renewal shall only be effectuated at a duly noticed regular meeting of the City Council.
- (3) No single member of the City Council may request, nor shall the City Council act to direct that the City Manager resign, take a reduction in salary or other financial benefit of the City Manager (including a general City Management salary reduction), take a material reduction in the powers and authority of the City Manager, or suggest an elimination of the City Manager's position.
- (4) Other than for misconduct in office, the City Manager shall not be removed during the 90-day period preceding or following any City election for membership on the City Council.
- (5) The City Manager shall not be removed with less than nine (9) months' remaining in the original Term of the Agreement, or any subsequent extension of the Term thereof except for "cause" as provided in Section 5.D of the Agreement.
- (6) Given the at-will nature of the position of City Manager, an important element of the Employment Agreement pertains to termination. It is in both the City's interest and that of the City Manager that any separation of the City Manager is done in a businesslike manner.

C. Separation without Cause and Severance Pay.

- (1) In the event the City Manager is terminated by the City Council during such time that the City Manager is willing and able to perform the City Manager's duties under this Agreement, then the City agrees to pay the City Manager a lump sum cash payment ("severance pay") equal to nine (9) months' base salary then in effect as provided in Agreement Section 3.A.(1).
- (2) In addition, the City shall extend to the City Manager the right to continue health insurance as may be required by and pursuant to the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA). The City agrees to pay the City Manager's COBRA coverage for the same number of months for which the City Manager is entitled to a lump sum cash payment under Section 3.C.(1) above, or until Employee either secures full-time employment or obtains other health insurance, whichever of these three events first occurs. The City Manager shall notify the City within five working days of securing new full-time employment or insurance.

- (3) In the event the City refuses, following written notice of noncompliance, to comply with any provision in this Employment Agreement benefiting the City Manager, including but not limited to the provisions of Section 5.B.3, then, the City Manager may, at his sole discretion, be deemed to be “terminated” as of the date of such refusal to comply or suggestion to resign, and the severance pay provision of Section 5.C.(1) and COBRA pay provisions of Section 5.C.(2) shall be actuated.

D. Separation for Cause.

- (1) The City Manager may be terminated “for cause” which shall mean only one or more of the following:
 - (a) Conviction of a felony or a misdemeanor involving moral turpitude.
 - (b) Continued abuse of non-prescription or prescription drugs, alcohol or controlled substances that affect the performance of the City Manager's duties.
 - (c) Willful misconduct as defined and implemented by the provisions of Municipal Code Sections 2.08.150 and 2.08.160.
- (2) In the event the City terminates the City Manager for “cause”, then the City may terminate this Agreement immediately, and the City Manager shall be entitled to only the compensation accrued up to the date of termination, payments required by Agreement Section 5.C.2, and such other termination benefits and payments as may be required by law. The City Manager shall not be entitled to any severance benefits provided by Agreement Section 5.C.1.
- (3) In the event the City terminates the City Manager for cause, the City, the Mayor and/or the City Council members and the City Manager agree that neither Party shall make any written or oral statements to members of the public or the press concerning the City Manager’s termination except in the form of a joint press release which is mutually agreeable to both Parties. The joint press release shall not contain any text or information that would be disparaging to either Party. Provided, however, that either Party may verbally repeat the substance of any such press release in response to inquiries by members of the press or public.

E. Payment for Unused Leave Balances.

- (1) Regardless of whether for cause, without cause, resignation or termination, on separation from City employment, the City Manager shall be compensated for all unused accrued leave allowances provided in Agreement Section 3.B.(1), except for sick leave. The City Manager may apply the sick leave time to service credit for retirement purposes if permitted by PERS.
- (2) In the event the City Manager dies while employed by the City under this Agreement, the City Manager’s beneficiaries or those entitled to the City

Manager's estate, shall be entitled to the City Manager's earned salary, and any in-lieu payments for accrued benefits, including compensation for the value of all accrued leave balances.

6. GENERAL PROVISIONS.

A. Term and Notice of Non-Renewal.

The initial Term of this Agreement shall be from the Effective Date until December 31, 2026. Subject to City's right to terminate City Manager's employment at any time as provided for in this Agreement, the initial Term shall automatically be extended for one additional twelve (12) month period on March 30, 2026, and for an additional twelve (12) month period at each March 30th thereafter unless City issues the City Manager a Notice of Non-Renewal pursuant to Section 5.B.(2) of this Agreement. If the City issues the City Manager a Notice of Non-Renewal at least nine (9) months prior to expiration of the original Term or any subsequent extension of the Term thereof, then the City Manager shall not be eligible to receive "severance pay" pursuant to Section 5.C. of this Agreement.

B. Provisions that Survive Termination.

Many sections of this Agreement are intended by their terms to survive the City Manager's termination of employment with the City, including but not limited to Sections 4, 5, and 6.E. These sections, and the others so intended, shall survive termination of employment and termination of this Agreement.

C. Amendments.

This Agreement may be amended at any time by mutual written agreement of the City and the City Manager.

D. Conflict of Interest.

- (1) The City Manager shall not engage in any business or transaction or shall not have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.
- (2) The City Manager shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.
- (3) The City Manager is solely responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

E. Indemnification.

- (1) As provided by the California Torts Claims Act (Government Code Section 810 et seq.) and the indemnity provisions of this Agreement, whichever shall provide the greatest protection to the City Manager, and the City, jointly and severally, shall defend and indemnify the City Manager against and for all losses sustained by the City Manager in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment.
- (2) The City shall defend, save harmless and indemnify the City Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the City Manager's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- (3) If the City Manager is sued for damages arising out of the performance of the City Manager's duties, the City shall provide defense counsel for the City Manager in such suit and indemnify the City Manager from any judgment rendered against the City Manager. Such indemnity shall not extend to any judgment for damages arising from acts associated with grounds for termination with cause as provided for under Agreement Section 5.D. Separation.

This indemnification shall extend beyond termination of employment and the otherwise expiration of this Agreement to provide protection for any such acts undertaken or committed in the City Manager's capacity as City Manager, regardless of whether the notice of filing of a lawsuit occurs during or following employment with the City. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies that the City Manager may have under the law.

- (4) The City and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the City Manager, while acting within the scope of the City Manager's duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the City or any party affiliated with or otherwise claiming under or through it, regardless of any prior, concurrent, or subsequent active or passive negligence by the City Manager.
- (5) In the event that the City Manager shall serve as the chief executive of other City-related legal entities as provided in Agreement Section 2.A.(1)(a), then each provision of this Agreement Section 5.E. shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the City Manager and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City-related legal entity, and shall indemnify and hold the City Manager harmless against any failure or refusal by City-related legal entity to perform its obligations under this Section 6.E.

- (6) Notwithstanding the foregoing, and consistent with Sections 53243 through 53243.3 of the Government Code, City Manager shall be required, if convicted of a crime involving an abuse of his office or position, to fully reimburse the City for: (1) any paid leave salary offered by the City to the City Manager; (2) any funds provided for the legal criminal defense of the City Manager; (3) any cash settlement related to the termination that City Manager may receive; and (4) any other payments received by City Manager from City that in any way relate to the foregoing.

F. Severability.

If any clause, sentence, part, section, or portion of this Agreement is found by a court of competent jurisdiction to be illegal or unenforceable, such clause, sentence, part, section, or portion so found shall be regarded as though it were not part of this Agreement and the remaining parts of this Agreement shall be fully binding and enforceable by the Parties hereto.

G. Jurisdiction and Venue.

This Contract shall be construed in accordance with the laws of the State of California, and the Parties agree that venue for legal action concerning any aspect of the Agreement in State Court shall be maintained in Napa County Superior Court and for an action in Federal Court shall be in the United States District Court for the Northern District of California.

H. Entire Agreement.

This Contract represents the entire agreement of the Parties, which has been jointly drafted by the Parties, and no representations have been made or relied upon except as set forth in this Agreement which may be amended or modified only by a written, fully executed agreement of the Parties. Any prior agreement relating to employment between the Parties is of no further force and effect, except that the City will remain bound by its indemnification obligations as stated therein.

I. Notice.

Any notice, amendments, or additions to this Agreement, including change of address of either party during the Term of this Agreement, which the City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail or hand-delivered to the respective Parties as follows:

- (1) If to the City:

City Clerk
4381 Broadway Street, Suite 201
American Canyon, CA 94503
Fax: (707) 643-2355

- (2) If to the City Manager:

Current address on file with the City Clerk

J. Allowance of Attorney Fees Associated with Preparation of Agreement.

The City shall pay up to a maximum of \$4,000.00 for the City Manager's attorney fees associated with the preparation of this Agreement.

[Remainder of Page Intentionally Left Blank]

7. EXECUTION.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Agreement Effective Date.

CITY MANAGER

APPROVED AS TO FORM:

By: _____
Jason B. Holley

By: _____
R. Craig Scott, Esq.

Date: _____

Date: _____

CITY OF AMERICAN CANYON

By: _____
Leon Garcia, Mayor

Date: _____

ATTEST:
Taresa Geilfuss, City Clerk

APPROVED AS TO FORM:
William D. Ross, City Attorney

By: _____

By: _____

Date: _____

Date: _____

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON
APPROVING THE FISCAL YEAR 2021-2022 SALARY SCHEDULE**

WHEREAS, California Code of Regulations (CCR) section 570.5 sets the requirements for a Publicly Available Pay Schedule; and,

WHEREAS, this Regulation requires that each Pay Schedule include position title for every employee position, pay rate for each position, and time base for each position; and,

WHEREAS, there is a need to confirm the Fiscal Year 2017/18 Salary Schedule to reflect the following changes:

- Revising the City Manager's salary from \$215,000 to \$230,000 effective, July 1, 2021.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve the Fiscal Year 2021/2022 Salary Schedule effective July 1, 2021, attached as Exhibit "A".

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 5th day of October 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Leon Garcia, Mayor

ATTEST:

Taresa Geilfuss, City Clerk

William D. Ross, City Attorney

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
4301	Accountant	Hourly	37.77	39.66	41.64	43.72	45.91
		Biweekly	3,022	3,173	3,331	3,498	3,673
		Monthly	6,547	6,874	7,218	7,578	7,958
		Annually	78,562	82,493	86,611	90,938	95,493
4402	Accounting Assistant I	Hourly	23.38	24.55	25.78	27.07	28.42
		Biweekly	1,870	1,964	2,062	2,166	2,274
		Monthly	4,053	4,255	4,469	4,692	4,926
		Annually	48,630	51,064	53,622	56,306	59,114
4403	Accounting Assistant II	Hourly	25.71	27.00	28.35	29.77	31.26
		Biweekly	2,057	2,160	2,268	2,382	2,501
		Monthly	4,456	4,680	4,914	5,160	5,418
		Annually	53,477	56,160	58,968	61,922	65,021
4404	Accounting Assistant III	Hourly	28.30	29.72	31.21	32.77	34.41
		Biweekly	2,264	2,378	2,497	2,622	2,753
		Monthly	4,905	5,152	5,410	5,680	5,964
		Annually	58,864	61,818	64,917	68,162	71,573
4405-3405	Accounting Technician (General & Confidential)	Hourly	31.12	32.68	34.31	36.03	37.83
		Biweekly	2,490	2,614	2,745	2,882	3,026
		Monthly	5,394	5,665	5,947	6,245	6,557
		Annually	64,730	67,974	71,365	74,942	78,686
4707	Administrative Clerk I	Hourly	21.10	22.16	23.27	24.43	25.65
		Biweekly	1,688	1,773	1,862	1,954	2,052
		Monthly	3,657	3,841	4,034	4,235	4,446
		Annually	43,888	46,093	48,402	50,814	53,352
4708	Administrative Clerk II	Hourly	23.20	24.36	25.58	26.86	28.20
		Biweekly	1,856	1,949	2,046	2,149	2,256
		Monthly	4,021	4,222	4,434	4,656	4,888
		Annually	48,256	50,669	53,206	55,869	58,656
4709	Administrative Clerk III	Hourly	25.53	26.81	28.15	29.56	31.04
		Biweekly	2,042	2,145	2,252	2,365	2,483
		Monthly	4,425	4,647	4,879	5,124	5,380
		Annually	53,102	55,765	58,552	61,485	64,563
1005	Administrative Services Director At-will Manager in Band M2	Hourly	Minimum 56.65		Control Pt. 70.81		Maximum 84.97
		Biweekly	4,532		5,665		6,798
		Monthly	9,819		12,274		14,728
		Annually	117,832		147,285		176,738

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
4706	Administrative Technician	Hourly	30.82	32.36	33.98	35.68	37.46
		Biweekly	2,466	2,589	2,718	2,854	2,997
		Monthly	5,342	5,609	5,890	6,185	6,493
		Annually	64,106	67,309	70,678	74,214	77,917
4210	Aquatics Supervisor	Hourly	32.40	34.02	35.72	37.51	39.39
		Biweekly	2,592	2,722	2,858	3,001	3,151
		Monthly	5,616	5,897	6,192	6,502	6,828
		Annually	67,392	70,762	74,298	78,021	81,931
1009	Assistant City Manager	Hourly					96.30
		Biweekly					7,704
		Monthly					16,692
		Annually					200,304
4312	Assistant Planner	Hourly	37.66	39.54	41.52	43.60	45.78
		Biweekly	3,013	3,163	3,322	3,488	3,662
		Monthly	6,528	6,854	7,197	7,557	7,935
		Annually	78,333	82,243	86,362	90,688	95,222
4314	Associate Planner	Hourly	41.40	43.47	45.64	47.92	50.32
		Biweekly	3,312	3,478	3,651	3,834	4,026
		Monthly	7,176	7,535	7,911	8,306	8,722
		Annually	86,112	90,418	94,931	99,674	104,666
4415	Building Inspector I	Hourly	35.06	36.81	38.65	40.58	42.61
		Biweekly	2,805	2,945	3,092	3,246	3,409
		Monthly	6,077	6,380	6,699	7,034	7,386
		Annually	72,925	76,565	80,392	84,406	88,629
4416	Building Inspector II	Hourly	38.58	40.51	42.54	44.67	46.90
		Biweekly	3,086	3,241	3,403	3,574	3,752
		Monthly	6,687	7,022	7,374	7,743	8,129
		Annually	80,246	84,261	88,483	92,914	97,552
4917	Building Maintenance Worker	Hourly	30.48	32.00	33.60	35.28	37.04
		Biweekly	2,438	2,560	2,688	2,822	2,963
		Monthly	5,283	5,547	5,824	6,115	6,420
		Annually	63,398	66,560	69,888	73,382	77,043
5601	Bus Driver (Part-time)	Hourly	18.57	19.49	20.47	21.49	22.56
4318	Capital Projects Coordinator	Hourly	43.87	46.06	48.36	50.78	53.32
		Biweekly	3,510	3,685	3,869	4,062	4,266
		Monthly	7,604	7,984	8,382	8,802	9,242
		Annually	91,250	95,805	100,589	105,622	110,906

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
5602	Cashier (Seasonal)	Hourly	14.00	14.70	15.44	16.21	17.02
2201	Chief Building Official	Hourly	53.91	56.61	59.44	62.41	65.53
		Biweekly	4,313	4,529	4,755	4,993	5,242
		Monthly	9,344	9,812	10,303	10,818	11,359
		Annually	112,133	117,749	123,635	129,813	136,302
6305	City Clerk	Hourly	47.61	49.99	52.49	55.11	57.87
		Biweekly	3,809	3,999	4,199	4,409	4,630
		Monthly	8,252	8,665	9,098	9,552	10,031
		Annually	99,029	103,979	109,179	114,629	120,370
	City Council	Monthly					315
1001	City Manager	Hourly					110.58
		Biweekly					8,846
		Monthly					19,167
		Annually					230,000
4422	Civil Engineering Technician Class will be obsolete once there are no incumbents No more hires in this class after 9-2010	Hourly	39.79	41.78	43.87	46.06	48.36
		Biweekly	3,183	3,342	3,510	3,685	3,869
		Monthly	6,897	7,242	7,604	7,984	8,382
		Annually	82,763	86,902	91,250	95,805	100,589
4419	Code Enforcement Officer	Hourly	32.87	34.51	36.24	38.05	39.95
		Biweekly	2,630	2,761	2,899	3,044	3,196
		Monthly	5,698	5,982	6,282	6,595	6,925
		Annually	68,370	71,781	75,379	79,144	83,096
1006	Community Development Director At-will Manager in Band M1	Hourly	64.04		80.05		96.06
		Biweekly	5,123		6,404		7,685
		Monthly	11,100		13,875		16,650
		Annually	133,203		166,504		199,805
5403	Construction Management Aide At Will/ Temporary/ Seasonal	Hourly	29.73	31.22	32.78	34.42	36.14
3104	Deputy City Clerk	Hourly	40.83	42.87	45.01	47.26	49.62
		Biweekly	3,266	3,430	3,601	3,781	3,970
		Monthly	7,077	7,431	7,802	8,192	8,601
		Annually	84,926	89,170	93,621	98,301	103,210

Exhibit A

2021/2022 Salary Schedule effective July 10, 2021
--

		A	B	C	D	E	
		Minimum		Control Pt.		Maximum	
1008	Deputy Public Works Director At-will Manager in Band M2	Hourly	56.65		70.81	84.97	
		Biweekly	4,532		5,665	6,798	
		Monthly	9,819		12,274	14,728	
		Annually	117,832		147,285	176,738	
2309	Development Services Engineer	Hourly	49.63	52.11	54.72	57.46	60.33
		Biweekly	3,970	4,169	4,378	4,597	4,826
		Monthly	8,603	9,032	9,485	9,960	10,457
		Annually	103,230	108,389	113,818	119,517	125,486
4323	Engineer I	Hourly	37.11	38.97	40.92	42.97	45.12
		Biweekly	2,969	3,118	3,274	3,438	3,610
		Monthly	6,432	6,755	7,093	7,448	7,821
		Annually	77,189	81,058	85,114	89,378	93,850
4311	Engineer II	Hourly	43.87	46.06	48.36	50.78	53.32
		Biweekly	3,510	3,685	3,869	4,062	4,266
		Monthly	7,604	7,984	8,382	8,802	9,242
		Annually	91,250	95,805	100,589	105,622	110,906
4313	Engineer III	Hourly	48.26	50.67	53.20	55.86	58.65
		Biweekly	3,861	4,054	4,256	4,469	4,692
		Monthly	8,365	8,783	9,221	9,682	10,166
		Annually	100,381	105,394	110,656	116,189	121,992
4441	Engineering Technician	Hourly	33.71	35.40	37.17	39.03	40.98
		Biweekly	2,697	2,832	2,974	3,122	3,278
		Monthly	5,843	6,136	6,443	6,765	7,103
		Annually	70,117	73,632	77,314	81,182	85,238
2200	Environmental Services Manager	Hourly	55.52	58.30	61.22	64.28	67.49
		Biweekly	4,442	4,664	4,898	5,142	5,399
		Monthly	9,624	10,105	10,612	11,142	11,698
		Annually	115,482	121,264	127,338	133,702	140,379
4438	Environmental Specialist I	Hourly	31.05	32.60	34.23	35.94	37.74
		Biweekly	2,484	2,608	2,738	2,875	3,019
		Monthly	5,382	5,651	5,933	6,230	6,542
		Annually	64,584	67,808	71,198	74,755	78,499
4425	Enviromental Specialist II	Hourly	34.05	35.75	37.54	39.42	41.39
		Biweekly	2,724	2,860	3,003	3,154	3,311
		Monthly	5,902	6,197	6,507	6,833	7,174
		Annually	70,824	74,360	78,083	81,994	86,091

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
4439	Environmental Specialist III	Hourly	37.06	38.91	40.86	42.90	45.05
		Biweekly	2,965	3,113	3,269	3,432	3,604
		Monthly	6,424	6,744	7,082	7,436	7,809
		Annually	77,085	80,933	84,989	89,232	93,704
3105	Executive Assistant to the City Manager	Hourly	31.70	33.29	34.95	36.70	38.54
		Biweekly	2,536	2,663	2,796	2,936	3,083
		Monthly	5,495	5,770	6,058	6,361	6,680
		Annually	65,936	69,243	72,696	76,336	80,163
1004	Finance Director At-will Manager in Band M2		Minimum		Control Pt.		Maximum
		Hourly	56.65		70.81		84.97
		Biweekly	4,532		5,665		6,798
		Monthly	9,819		12,274		14,728
6208	Finance Manager	Hourly	49.73	52.22	54.83	57.57	60.45
		Biweekly	3,978	4,178	4,386	4,606	4,836
		Monthly	8,620	9,052	9,504	9,979	10,478
		Annually	103,438	108,618	114,046	119,746	125,736
3102	Fire Executive Assistant/ Office Administrator	Hourly	34.22	35.93	37.73	39.62	41.60
		Biweekly	2,738	2,874	3,018	3,170	3,328
		Monthly	5,932	6,228	6,540	6,868	7,211
		Annually	71,178	74,734	78,478	82,410	86,528
3101	Human Resources Assistant	Hourly	31.12	32.68	34.31	36.03	37.83
		Biweekly	2,490	2,614	2,745	2,882	3,026
		Monthly	5,394	5,665	5,947	6,245	6,557
		Annually	64,730	67,974	71,365	74,942	78,686
6307	Human Resources Officer I	Hourly	32.72	34.36	36.08	37.88	39.77
		Biweekly	2,618	2,749	2,886	3,030	3,182
		Monthly	5,672	5,956	6,254	6,566	6,894
		Annually	68,058	71,469	75,046	78,790	82,722
6308	Human Resources Officer II	Hourly	41.76	43.85	46.04	48.34	50.76
		Biweekly	3,341	3,508	3,683	3,867	4,061
		Monthly	7,238	7,601	7,980	8,379	8,798
		Annually	86,861	91,208	95,763	100,547	105,581
2302	Information Systems Officer	Hourly	43.32	45.49	47.76	50.15	52.66
		Biweekly	3,466	3,639	3,821	4,012	4,213
		Monthly	7,509	7,885	8,278	8,693	9,128
		Annually	90,106	94,619	99,341	104,312	109,533

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
4324	Lab Analyst	Hourly	40.72	42.76	44.90	47.15	49.51
		Biweekly	3,258	3,421	3,592	3,772	3,961
		Monthly	7,058	7,412	7,783	8,173	8,582
		Annually	84,698	88,941	93,392	98,072	102,981
5607	Lifeguard (Temp)	Hourly	14.70	15.44	16.21	17.02	17.87
5605	Lifeguard (WSI) (Temp)	Hourly	15.07	15.82	16.61	17.44	18.31
1010	Maintenance and Utilities Director At-will Manager in Band M1		Minimum		Control Pt.		Maximum
		Hourly	64.04		80.05		96.06
		Biweekly	5,123		6,404		7,685
		Monthly	11,100		13,875		16,650
Annually	133,203		166,504		199,805		
2210	Maintenance Supervisor	Hourly	38.55	40.48	42.50	44.63	46.86
		Biweekly	3,084	3,238	3,400	3,570	3,749
		Monthly	6,682	7,017	7,367	7,736	8,122
		Annually	80,184	84,198	88,400	92,830	97,469
4927	Maintenance Worker I	Hourly	25.20	26.46	27.78	29.17	30.63
		Biweekly	2,016	2,117	2,222	2,334	2,450
		Monthly	4,368	4,586	4,815	5,056	5,309
		Annually	52,416	55,037	57,782	60,674	63,710
4928	Maintenance Worker II	Hourly	27.69	29.07	30.52	32.05	33.65
		Biweekly	2,215	2,326	2,442	2,564	2,692
		Monthly	4,800	5,039	5,290	5,555	5,833
		Annually	57,595	60,466	63,482	66,664	69,992
4929	Maintenance Worker III	Hourly	30.48	32.00	33.60	35.28	37.04
		Biweekly	2,438	2,560	2,688	2,822	2,963
		Monthly	5,283	5,547	5,824	6,115	6,420
		Annually	63,398	66,560	69,888	73,382	77,043
5609	Management Aide (At Will /Temp)	Hourly	Minimum		Maximum		
			34.00			150.00	
6303	Management Analyst I	Hourly	41.40	43.47	45.64	47.92	50.32
		Biweekly	3,312	3,478	3,651	3,834	4,026
		Monthly	7,176	7,535	7,911	8,306	8,722
		Annually	86,112	90,418	94,931	99,674	104,666
6304	Management Analyst II	Hourly	47.61	49.99	52.49	55.11	57.87
		Biweekly	3,809	3,999	4,199	4,409	4,630
		Monthly	8,252	8,665	9,098	9,552	10,031
		Annually	99,029	103,979	109,179	114,629	120,370

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
4831	Mechanic	Hourly	33.63	35.31	37.08	38.93	40.88
		Biweekly	2,690	2,825	2,966	3,114	3,270
		Monthly	5,829	6,120	6,427	6,748	7,086
		Annually	69,950	73,445	77,126	80,974	85,030
5101	Office Assistant (Seasonal)	Hourly	16.80	17.64	18.52	19.45	20.42
4442	Parks and Open Space Project Coordinator	Hourly	30.47	31.99	33.59	35.27	37.03
		Biweekly	2,438	2,559	2,687	2,822	2,962
		Monthly	5,282	5,545	5,822	6,114	6,419
		Annually	63,378	66,539	69,867	73,362	77,022
1003	Parks and Recreation Director At-will Manager in Band M2		Minimum		Control Pt.		Maximum
		Hourly	56.65		70.81		84.97
		Biweekly	4,532		5,665		6,798
		Monthly	9,819		12,274		14,728
Annually	117,832		147,285		176,738		
4440	Permit Technician	Hourly	30.30	31.82	33.41	35.08	36.83
		Biweekly	2,424	2,546	2,673	2,806	2,946
		Monthly	5,252	5,516	5,791	6,081	6,384
		Annually	63,024	66,186	69,493	72,966	76,606
4833	Plant Maintenance Mechanic I	Hourly	30.42	31.94	33.54	35.22	36.98
		Biweekly	2,434	2,555	2,683	2,818	2,958
		Monthly	5,273	5,536	5,814	6,105	6,410
		Annually	63,274	66,435	69,763	73,258	76,918
4832	Plant Maintenance Mechanic II	Hourly	36.95	38.80	40.74	42.78	44.92
		Biweekly	2,956	3,104	3,259	3,422	3,594
		Monthly	6,405	6,725	7,062	7,415	7,786
		Annually	76,856	80,704	84,739	88,982	93,434
5402	Plant Operator Apprentice (Temp)	Hourly					30.59
4435	Plant Operator I	Hourly	33.65	35.33	37.10	38.96	40.91
		Biweekly	2,692	2,827	2,968	3,116	3,272
		Monthly	5,833	6,125	6,431	6,753	7,091
		Annually	69,992	73,492	77,167	81,025	85,076
4436	Plant Operator II	Hourly	37.00	38.85	40.79	42.83	44.97
		Biweekly	2,960	3,108	3,263	3,426	3,598
		Monthly	6,413	6,734	7,070	7,424	7,795
		Annually	76,960	80,808	84,843	89,086	93,538

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

		A	B	C	D	E	
4437	Plant Operator III	Hourly	40.72	42.76	44.90	47.15	49.51
		Biweekly	3,258	3,421	3,592	3,772	3,961
		Monthly	7,058	7,412	7,783	8,173	8,582
		Annually	84,698	88,941	93,392	98,072	102,981
4732	Police Technician	Hourly	27.01	28.36	29.78	31.27	32.83
		Biweekly	2,161	2,269	2,382	2,501	2,626
		Monthly	4,682	4,916	5,162	5,420	5,691
		Annually	56,181	58,990	61,940	65,037	68,289
5603	Program Coord. (Seasonal)	Hourly	21.14	22.20	23.31	24.48	25.70
1007	Public Works Director At-will Manager in Band M1	Hourly	Minimum		Control Pt.		Maximum
		Biweekly	64.04		80.05		96.06
		Monthly	5,123		6,404		7,685
		Annually	11,100		13,875		16,650
2204	Public Works Superintendent	Hourly	133,203		166,504		199,805
		Biweekly	53.91	56.61	59.44	62.41	65.53
		Monthly	4,313	4,529	4,755	4,993	5,242
		Annually	9,344	9,812	10,303	10,818	11,359
4608	Recreation Coordinator	Annually	112,133	117,749	123,635	129,813	136,302
		Hourly	29.00	30.45	31.97	33.57	35.25
		Biweekly	2,320	2,436	2,558	2,686	2,820
		Monthly	5,027	5,278	5,542	5,819	6,110
5604	Recreation Leader (Seasonal)	Annually	60,320	63,336	66,498	69,826	73,320
		Hourly	14.00	14.70	15.44	16.21	17.02
		Biweekly	3,138	3,294	3,459	3,632	3,814
		Monthly	6,798	7,138	7,495	7,869	8,263
2212	Recreation Manager	Annually	81,578	85,654	89,939	94,432	99,154
		Hourly	39.22	41.18	43.24	45.40	47.67
		Biweekly	3,138	3,294	3,459	3,632	3,814
		Monthly	6,798	7,138	7,495	7,869	8,263
4233	Recreation Supervisor	Annually	81,578	85,654	89,939	94,432	99,154
		Hourly	32.40	34.02	35.72	37.51	39.39
		Biweekly	2,592	2,722	2,858	3,001	3,151
		Monthly	5,616	5,897	6,192	6,502	6,828
4634	Senior Bus Driver	Annually	67,392	70,762	74,298	78,021	81,931
		Hourly	25.62	26.90	28.25	29.66	31.14
		Biweekly	2,050	2,152	2,260	2,373	2,491
		Monthly	4,441	4,663	4,897	5,141	5,398
		Annually	53,290	55,952	58,760	61,693	64,771

Exhibit A

**2021/2022 Salary
Schedule effective
July 10, 2021**

			A	B	C	D	E
2205	Senior Civil Engineer	Hourly	55.52	58.30	61.22	64.28	67.49
		Biweekly	4,442	4,664	4,898	5,142	5,399
		Monthly	9,624	10,105	10,612	11,142	11,698
		Annually	115,482	121,264	127,338	133,702	140,379
5608	Senior Lifeguard (WSI) (Temp)	Hourly	16.91	17.76	18.65	19.58	20.56
4930	Senior Maintenance Worker	Hourly	33.52	35.20	36.96	38.81	40.75
		Biweekly	2,682	2,816	2,957	3,105	3,260
		Monthly	5,810	6,101	6,406	6,727	7,063
		Annually	69,722	73,216	76,877	80,725	84,760
2209	Senior Planner	Hourly	47.61	49.99	52.49	55.11	57.87
		Biweekly	3,809	3,999	4,199	4,409	4,630
		Monthly	8,252	8,665	9,098	9,552	10,031
		Annually	99,029	103,979	109,179	114,629	120,370
5610	Senior Recreation Leader (Seasonal)	Hourly	16.10	16.91	17.76	18.65	19.58
5606	Service Worker (Seasonal)	Hourly	18.20	19.11	20.07	21.07	22.12
5401	Student Intern (Temp)	Hourly	14.00	14.70	15.44	16.21	17.02
4420	Sustainability Coordinator	Hourly	31.05	32.60	34.23	35.94	37.74
		Biweekly	2,484	2,608	2,738	2,875	3,019
		Monthly	5,382	5,651	5,933	6,230	6,542
		Annually	64,584	67,808	71,198	74,755	78,499
2211	Wastewater Operations Manager	Hourly	55.52	58.30	61.22	64.28	67.49
		Biweekly	4,442	4,664	4,898	5,142	5,399
		Monthly	9,624	10,105	10,612	11,142	11,698
		Annually	115,482	121,264	127,338	133,702	140,379
2207	Water Systems Manager	Hourly	53.91	56.61	59.44	62.41	65.53
		Biweekly	4,313	4,529	4,755	4,993	5,242
		Monthly	9,344	9,812	10,303	10,818	11,359
		Annually	112,133	117,749	123,635	129,813	136,302

Fiscal Year 21/22 Modifications

1. Contract Adjustment- 3.8% pay increase for all permanent employees (excludes City Manager and Temporary employees) effective pay period starting 7/10/2021
2. 2% pay increase for City Manager effective 7/1/2021
3. Update hourly pay rate for Plant Operator Apprentice consistent with Resolution 2007-92
4. Adjust City Manager's compensation effective July 1 per contract approved Oct. 5, 2021

2021/2022 Salary Schedule effective July 10, 2021				
A	B	C	D	E

Fiscal Year 20/21 Modifications

1. Contract Adjustment- 2% pay increase for all permanent employees (excludes City Manager and Temporary employees) effective pay period that includes 7/1/2020
2. 2% pay increase for City Manager effective 7/1/2020
3. Add Maintenance and Utilities Director classification and set salary range to Pay Band M1 effective pay period that includes 7/1/2020
4. Update minimum wage rate and new rate for the following positions: Lifeguard, WSI Lifeguard, Office Assistant, Program Coordinator, Recreation Leader , Cashier, Service Worker, Senior Lifeguard, Student Intern and Senior Recreation Leader effective pay period that includes 1/1/2021.

Fiscal Year 19/20 Modifications

1. 2% pay increase for City Manager effective 7/1/19
2. Contract Adjustment- 4%pay increase for all permanent employees (excludes City Manager, Assistant City Manager and Temporary employees) effective 7/1/19
3. Update minimum wage rate and new rate for the following positions: Lifeguard, WSI Lifeguard, Office Assistant, Program Coordinator Recreation , Cashier, Service Worker, Senior Lifeguard, and Senior Recreation Leader effective 1/1/2020

Fiscal Year 18/19 Modifications

1. 2% pay increase for City Manager effective 7/1/18
2. Contract Adjustment- 3%pay increase for all permanent employees (excludes Temporary employees and City Manager) effective 7/14/18
3. Interim City Manager and Interim Public Works Director pay rates removed from schedule effective 7/1/18. *Note: Interim Department
4. 8% pay increase for Deputy City Clerk 7/1/18
5. Reclassify Management Analyst II (Assistant to the City Manager) and create Assistant City Manager and set new salary effective 12/18/2018
6. Reclassify Human Resources Assistant and create Human Resources Officer I/II and set new salary effective 12/18/2018
7. Update minimum wage rate and new rate for the following positions: Lifeguard, WSI Lifeguard, Office Assistant, Program Coordinator Recreation , Cashier, Service Worker, Senior Lifeguard, , and Senior Recreation Leader effective 1/15/19
8. Move Deputy Public Works Director from Band 2 to Band 3 effective 1/29/2019
9. Retitle Administrative Assistant to Administrative Technician and set new salary range effective 1/29/2019.
10. Retitle Administrative Assistant (Confidential) to Executive Assistant to the City Manager and set new salary range effective 1/29/2019.
11. Retitle Civil Engineer I/II/III to Engineer I/II/III effective 1/29/2019.
12. Add Recreation Supervisor classification and set salary range effective 1/29/2019.
13. Salary adjustment for Deputy City Clerk effective 4/16/2019
14. Correct Lifeguard hourly rate effective 4/16/2019

Fiscal Year 17/18 Modifications

1. Contract Adjustment- 3% increase for all permanent employees (excludes Temporary employees and the City Manager) and added Finance Director to Pay Band M2 effective 7/1/17
2. New Position Parks and Open Space Project Coordinator and set new salary effective 9/5/17
3. Increased maximum salary for Management Aide - approved and effective 10/10/17
4. Set salary of \$189,389 for Interim City Manager effective 10/17/17
5. Set salary range for Interim Public Works Director effective 10/24/17
6. Set new salary ranges for the following positions: Lifeguard, WSI Lifeguard, Office Assistant, Program Coordinator, Recreation Leader, Cashier, Service Worker, Senior Lifeguard, Student Intern, and Senior Recreation Leader effective 2/10/18.
7. Set salary of \$198,598.40 for City Manager effective March 20, 2018.
8. New Position Construction Management Aide and set new hourly salaryrange effective 5/15/18

2021/2022 Salary Schedule effective July 10, 2021				
A	B	C	D	E

Fiscal Year 16/17 Modifications

1. New Position Sustainability Coordinator and set new salary effective 10/19/16
2. Salary changes for Finance Manager, Chief Building Official, Development Services Engineer, Public Works Superintendent, Recreation Manager, Water Systems Manager, Environmental Services Manager, Wastewater Operations Manager, Plant Maintenance Mechanic/II, Plant Operator I/II/III, Recreation Coordinator, Aquatics Supervisor, Code Enforcement Officer, Permit Technician (effective 2/11/17)
3. Contract Adjustment- 3% increase for all permanent employees (excludes Temporary employees and the City Manager) effective first
4. City Manager Contract Amendment #3 approved, increased salary to \$204,835 effective 4/8/17
5. Replace Lab Chemist classification with Lab Analyst and set payrate effective 05/16/17

Fiscal Year 15/16 Modifications

1. Contract Adjustment- .5% increase for all permanent employees (excludes Temporary employees and the City Manager) effective first full pay period after 07-01-15
2. New Position and Pay Band M3 established for Deputy Public Works Director- Utilities (effective 11/3/15)
3. City Clerk Pay Band changed to M4 (effective 11/3/15)
4. Salary change for Recreation Leader, Cashier, Lifeguard, WSI/Lifeguard, and Sr. Lifeguard (effective 1/1/16)
5. Contract Adjustment- .5% increase for all permanent employees (excludes Temporary employees and the City Manager) effective first full pay period after 01-01-2016
6. Retitle Plant Operations Manager to Wastewater Operations Manager and set new salary range effective 1/23/16
7. Retitle Water Quality/ Lab Manager to Environmental Services Manager and set new salary range effective 1/23/16
8. Eliminate the Wastewater Systems Manager position effective 1/23/16
9. New Position Fire Executive Assistant/ Office Administrator and set new salary effective 3/12/16
10. City Clerk moved from Management Band 4 to Confidential Unrepresented and pay rate changed (effective 3/15/16)

Fiscal Year 14/15 Modifications

1. Contract Adjustment- .5% increase for all permanent employees (excludes temporary employees) effective 07-01-14
2. New Position- Senior Recreation Leader (effective 10-11-14)
3. Salary Change- Office Assistant (effective 10-11-14)
4. Position Added to Pay Scale- Management Aide (effective April 22, 2015)
5. Salary Change- City Manager-Contract Amendment #2 (effective May 2, 2015)

Fiscal Year 13/14 Modifications

1. New Position- Administrative Services Director (effective 2-05-13)
2. New Position- Management Analyst I (effective 2-05-13)
3. New Position- Management Analyst II (effective 2-05-13)
4. Removed Position- Finance Director (effective 7-01-13)
5. Removed Position- Human Resources Director (effective 7-01-13)
6. Title and Salary Change- Recreation Supervisor to Recreation Manager (effective 11-05-13)
7. New Position- Development Services Manager (effective 11-05-13)
8. Salary Adjustment to Classification- Deputy City Clerk (effective 11-05-13)
9. Salary Adjustment- Recreation Leader, Program Coordinator (effective 11-19-13)



City Council Committee Report

Meeting Date: October 5, 2021 Submitted By: Leon Garcia, Mayor

Committee & City Related Reports:

ABAG Exec Board: September 16; The Board received a presentation

Plan Bay Area 2050: Implementation Plan Partnerships and Final Steps to Adoption Presentation of summary of major findings from the Partnership Phase of the Plan Bay Area 2050 Implementation Plan as well as final steps, prior to a joint meeting of the Metropolitan Transportation Commission and ABAG Executive Board on October 21, 2021 to consider adoption of Final Plan Bay Area 2050.

Presentation on the 2022-2026 Update to the Estuary Blueprint or Comprehensive Conservation and Management Plan for the San Francisco Estuary.

Napa Valley Transportation Authority: Imola Park & Ride Groundbreaking: September 20; The Imola Park & Ride project will make improvements to the parking lot at SR 29 and Imola Ave. The project includes construction of in-line passenger loading and alighting facilities on the on/off ramps of SR 29. The project will also construct bicycle and pedestrian infrastructure. These needed improvements will significantly reduce running times for the Vine Transit's regional and express bus routes by allowing buses to remain on the highway to load and alight passengers.

Cal Cities: September 23-24-25; Annual conference; The voting delegates voted to support two resolutions that call on the Stat Legislature to take action on the following:

- 1) Provide fair and equitable distribution of the Bradley Burns 1% local sales tax from in-state online purchases, based on data where products are shipped to and that takes to consideration the impacts that fulfillment centers have on host cities but also provides fair share to California cities that do not have a fulfillment center within their jurisdiction
- 2) Provide adequate regulatory authority and funding to assist cities to deal with railroad right-of-way areas impacted by illegal dumping, graffiti, and homeless encampments.

Attended workshops on:
Drought and Waters Supply Update,
Innovation During Fiscal Uncertainty and Environmental Sustainability,
Building Asian Pacific Islander Solidarity and Safe Communities,
State and Local Roles in Building and Measuring Fiscal Resilience,
Zero-Emission Vehicle Outlook (electric & hydrogen power),
Climate Change and Wildfire Mitigation Collaboration and Cooperation,
Building an Online Community: Local Government Outreach
Drought: Can We Conserve Our Way Out?

Community Events:

Community Action Napa Valley: September 28; Food Distribution at Holy Family Parish

Community Health Initiative, Vaccine Outreach Collaborative: Vaccine Clinic planning for logistics and date at Holy Family Parish.



CITY COUNCIL COMMITTEE REPORT

Meeting Date: **October 5, 2021**

Submitted By: **Mark Joseph, Council member**

Committee Name: **League Conference**

Attended two days of the Conference (I had a Climate Action Committee meeting on Friday, but it was canceled). It was a lot of fun, and we had some good sessions. Take-aways for me included a “Politics and Pizza” program to encourage young people to get involved civically; the best quote of the conference— “*Council and Managers need a high degree of tolerance for ambiguity*”—and Hydrogen may be the next big thing in renewable fuels. Good opportunity to network with our Napa Valley colleagues.

Committee Name: **NVUSD 2x2 meeting**

Jason, Pierre and I met with our counterparts with Napa Valley Unified School District. They provided us with an overview of the capital improvements needed for our school sites (except new Napa Junction, of course!). The biggest cost is for Donaldson Elementary, since it is now the oldest school in town; far less for ACHS. Overall, NVUSD could spend up to \$70million on our schools, a relatively small percentage compared to the rest of the District (aka, Napa City) at over \$400 million.

Committee Name: **Drive and Bike Electric at Napa Valley College**

Attended this hands-on event in the parking lot. Got a chance to talk to some of the event organizers and learned a lot about electric vehicles. Good chance to look over several different types of EV’s, from Teslas to the Ford Mach-E. Best take-away is that an EV battery is several times bigger than your home battery, so it might be a good backup source during the winter months.

Committee Name: **Community Events and Activities**

Really enjoyed getting back to ***Evening at the Ruins***. The food is getting better and it was great to see/visit with people we haven’t seen for a year or two! Was interviewed by a writer for an ***article in the Napa Valley Register on Climate Change*** (specifically, the latest IPCC report). Helped with the ***Kiwanis’ annual Installation Dinner***, a potluck affair at the outgoing President’s home—probably nicer than if we had been to a restaurant. And finished up the annual membership renewals. Lastly, did my political stuff by attending the ***Napa Dem’s monthly meeting*** on Women’s Rights and attended the ***Napa County Democratic Central Committee*** meeting.