

**RESOLUTION R2026-XX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, APPROVING AN AMENDED AND RESTATED EMPLOYMENT AGREEMENT WITH CITY MANAGER STEVE POTTER THAT MAINTAINS HIS OVERALL COMPENSATION**

WHEREAS, on July 17, 2018, the City Council adopted resolution R2018-087, by which the Council approved the terms of employment for Steve Potter as the Interim City Manager, with a term of July 28, 2018, and ending on August 6, 2019; and

WHEREAS, on December 18, 2018, the City Council adopted R2018-145, appointing Steve Potter to serve as the City Manager, and setting his salary and compensation in accordance with the terms of the "Executive Compensation and Terms of Employment Summary" with two modifications relating to Retiree Medical Insurance Reimbursement and severance package requirements (as initially defined by R2017-177, and subsequently updated by R2020-009); and

WHEREAS, on April 21, 2020, the City Council adopted R2020-052 amending the employment agreement to modify the terms of his agreement to forgo his scheduled wage increase and decrease his base salary by 5% and suspend monthly auto and cell phone allowances through June 30, 2021 in light of the Fiscal Emergency facing the City of Napa due to the COVID-19 Pandemic; and

WHEREAS, those modifications did expire in June 2021 and there have been no other amendments to his employment agreement since that time; and

WHEREAS, City Manager Potter continues to receive regular Cost of Living Allowance increases provided to other executive employees as approved by Council through R2025-027; and

WHEREAS, following a successful performance evaluation, City Manager Potter requested that there be no modifications to his current salary and benefit compensation package; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

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

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct, and establish the factual basis for the City Council's adoption of this Resolution.

## **ATTACHMENT 1**

2. The City Council hereby approves the amended and restated employment agreement in Exhibit A with modifications to reflect a clean up of expired language with no additional changes to City Manager Potter's compensation.
3. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 20th day of January, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Tiffany Carranza  
City Clerk

Approved as to form:

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Christopher Diaz  
Interim City Attorney

**EXHIBIT A**

*City of Napa*

**CITY MANAGER AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This Amended and Restated Employment Agreement is made by and between the CITY OF NAPA (“the City”), a charter city, and STEVEN POTTER (“Potter”).

**RECITALS**

WHEREAS, the City desires to continue to employ the services of **Potter** as City Manager of the City of Napa, California; and

WHEREAS, the City and **Potter** previously agreed in writing to terms and conditions of **Potter’s** employment as City Manager under Resolution R2020-052 ; and

WHEREAS, **Potter** and the City now desire to agree in writing to the updated terms and conditions of **Potter’s** employment as City Manager;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**TERMS**

1. Appointment of City Manager:

The City initially appointed **Potter** to the position of Interim City Manager, in and for the City of Napa, California, on June 29, 2018. On December 4, 2018, the City Council unanimously approved the appointment of **Potter** to serve as City Manager and adopted the terms of that appointment by Resolution dated December 18, 2018. On April 21, 2020, the terms of **Potter’s** agreement were updated in response to the Financial Emergency caused by COVID-19. This agreement continues that appointment and sets forth the terms and conditions of **Potter’s** continued appointment.

2. Term of Agreement:

## ATTACHMENT 1

This Agreement is effective upon the date of adoption by the City Council and will continue until terminated pursuant to Paragraph 4, below.

3. Duties and Responsibilities:

- a. **Potter** is an at will employee who serves at the pleasure of the City Council.
- b. **Potter** shall exercise the duties and powers of the City Manager as set forth in the City Charter, and as directed by the City Council through ordinances, resolutions, and minute actions.
- c. **Potter** agrees to devote his full productive time, ability and attention to the City's business during the term of this Agreement. **Potter** shall not hold secondary employment and shall be employed exclusively by the City. However, the City recognizes that **Potter** may actively participate in community affairs and shall be permitted to volunteer reasonable time, energy and expertise, and from time-to-time, to serve and hold office in charitable, non-profit, public service, service club, religious and/or community area organizations. **Potter** shall keep the Mayor advised regarding such activities. Such activities shall not be in conflict with his responsibilities as City Manager and shall not create an undue appearance of conflict. As an exempt employee, **Potter** shall not receive overtime or extra compensation for work performed outside normal business hours.

4. Termination of Employment and Severance:

- a. Consistent with City Charter Sections 75 and 76, the City Manager position is an at-will position, and the City Manager serves at the pleasure of the City Council. Therefore, the City Council may at any time terminate the City Manager, with or without cause.
- b. If the City Council chooses to terminate the City Manager without cause, the City shall either:
  - i. provide 180 days prior written notice of termination, or
  - ii. pay the City Manager severance pay in the amount equal to base salary for 180 days.

## ATTACHMENT 1

- iii. Such severance is contingent upon **Potter** signing and delivering a general release of all claims against the City (including without limitation its former and current elected officials, employees, officers and agents). Such severance shall be payable on the eighth day after the form of release is fully executed.
- c. No severance will be available if the City Council terminates the City Manager with cause.
- d. **Potter** may terminate this Agreement, with or without cause at any time provided **Potter** has provided the City with thirty (30) days written notice prior to such termination.

### 5. Base Salary:

- a. **Potter** shall be paid an annual base salary of \$303,779.46, less all applicable federal, state and local withholding.

### 6. Benefits:

- a. The City shall compensate Mr. Potter in accordance with all other terms applicable to the City Manager as set forth in the “Executive Compensation and Terms of Employment Summary,” most recently updated pursuant to R2025-027 attached hereto as Exhibit “A,” with two modifications:
  - i. Termination of employment shall be subject to the terms of Paragraph 4, above.
  - ii. As described in Section 8.2 (Retiree Medical Insurance Reimbursement), upon **Potter’s** retirement, if he elects in writing not to receive the supplemental payment of retiree medical reimbursements set forth in R2017-177 section 8.1.5(a), the City will contribute the single party retiree monthly premium Kaiser health insurance rate, and the payment shall remain in effect for the life of the retiree only.

### 7. Indemnification:

## ATTACHMENT 1

The City shall defend, hold harmless and indemnify **Potter** against any lawsuit pursuant and subject to the provisions and limitations of California Government Code section 825, provided such lawsuit is against **Potter** for acts or omissions within the course and scope of his employment.

### 8. Notices:

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

a. The CITY: Mayor and City Council  
City of Napa  
955 School Street  
Napa, CA 94559

b. POTTER: Steven Potter, City Manager  
(Home address on record with Human Resources)

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice, postage prepaid, with the United States Postal Service.

### 9. Bonding:

The City shall bear the full cost of any fidelity or other bond required for the City Manager under any law or ordinance.

### 10. Professional Memberships, Meetings, Seminars:

It is understood and agreed that the City and **Potter** will mutually benefit from **Potter's** participation in certain professional activities relating to urban affairs. Therefore, subject to budgetary constraints, **Potter** may enroll, attend, and participate in conferences, courses, seminars, committee work, or other activities of organizations such as those listed above that benefit the City. **Potter** shall be subject to the City's rules, regulations and ordinances that apply to general Executive Managers concerning reasonable costs and expenses in connection with a particular event or activity authorized through the budgetary process.

### 11. Performance Evaluations:

The City Council shall review and evaluate the performance of **Potter** each year prior to the close of the fiscal year. **Potter** shall receive an annual performance review from the City

## ATTACHMENT 1

Council. The City Council shall determine, at its discretion, the form of the performance review; such as whether the review is oral, written, or both.

### 12. Miscellaneous:

- a. The text herein shall constitute the entire Agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties and specifically supersedes and replaces any and all terms of the prior employment agreement between the City and **Potter**.
- b. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- c. This Agreement shall be governed by the laws of the State of California.
- d. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.
- e. This Agreement may be executed in counterparts containing original signatures.

DATED: \_\_\_\_\_

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**Steven Potter, City Manager**

DATED: \_\_\_\_\_

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**Scott Sedgley, Mayor**

**ATTACHMENT 1**

APPROVED AS TO FORM:

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DATED: \_\_\_\_\_