




MEMO

TO: All Interested Parties
DATE: July 29, 2010
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: City Manager Compensation

In recent weeks, the subject of City Manager Compensation has become a significant issue. The actions in the City of Bell have brought into question the faith citizens have in the persons charged with managing their cities.

In the interest of full disclosure, the following are all documents related to my compensation with the City of Winters. They include my employment contract and two amendments which have been made over the nine (9) years of my employment.

The following is the most basic summary of my current compensation:

- **Salary:** Per Resolution 2008-34 my monthly salary is \$10,398 which amounts to \$124,776 per year. I receive no other salary compensation.
- **Benefits:** I am provided the same medical, dental and life insurance benefits as all employees which provides a monthly allowance of approximately \$1,100 to pay for premiums. Due to high premiums I pay additional amounts to cover my family.
- **Retirement:** The City participates in the Public Employees Retirement System under the 2%@55 formula. The City pays my 7% contribution and it does for all City employees.
- **Leave Benefits:** I receive 18 days vacation per year, 1 sick day per month and 96 hours per year in administrative leave which must be used by June 30 of each year.
- **Personal Development Leave:** The City allows the use of up to 80 hours of leave for humanitarian and community projects. This would include Rotary International Projects and community based initiatives.
- **Vehicle:** I am provided a City vehicle for business and personal use.
- **Longevity Bonus:** After 6 years of employment, I became eligible to receive ½ month pay each year.

The City regularly conducts a comparative salary analysis of area cities. Because the City has frozen pay increases and cost of living allowances, the last one done was in 2008. I have included the analysis for the City Manager position in this document as a comparison.

If you have any questions regarding this summary or the attached information, please do not hesitate to contact me at (530) 795-4910 Ext. 110.

TOTAL COMPENSATION ANALYSIS
FOR
CITY OF WINTERS
MANAGEMENT

CLASS TITLE: CITY MANAGER

AGENCY	TOP STEP	MEDICAL	DEF	LTD	LIFE	RETIREMENT	ER CONTRIBUTION	COMP	VACATION	PAID	GRAND
	SALARY	BENEFITS	COMP		INSURANCE	EE rate pai	ER contribution	TOTAL	LEAVE	HOLIDAYS	TOTAL
City of Auburn	won't disclose										
City of Davis	\$ 13,224.00	\$ 1,340.00	\$ 200.00	\$ 92.00	\$ 64.00	\$ 887.00	\$ 1,851.00	\$ 17,658.00	\$ 1,065.00	\$ 622.00	\$ 19,345.00
Cit of Dixon	\$ 12,514.00	\$ 1,080.00	-	\$ 91.00	\$ 22.00	\$ 876.00	\$ 1,352.00	\$ 15,935.00	\$ 740.00	\$ 558.00	\$ 17,233.00
City of Galt	\$ 11,600.00	\$ 980.00	-	\$ 81.00	\$ 55.00	\$ 812.00	\$ 1,221.00	\$ 14,749.00	\$ 702.00	\$ 603.00	\$ 16,054.00
City of Marysville	\$ 8,814.00	\$ 1,300.00	-	\$ 70.00	\$ 25.00	\$ 547.00	\$ 1,172.00	\$ 11,928.00	\$ 650.00	\$ 421.00	\$ 12,999.00
City of Placerville	\$ 11,473.00	\$ 986.00	-	\$ 68.00	\$ 11.00	\$ 761.00	\$ 1,497.00	\$ 14,796.00	\$ 673.00	\$ 512.00	\$ 15,981.00
City of Rocklin	\$ 17,196.00	\$ 973.00	\$ 300.00	\$ 100.00	\$ 42.00	\$ 1,204.00	\$ 3,267.00	\$ 23,082.00	\$ 1,371.00	\$ 755.00	\$ 25,208.00
City of Vacaville	\$ 18,016.00	\$ 1,012.00	\$ 300.00	\$ 120.00	\$ 55.00	\$ 1,582.00	\$ 2,939.00	\$ 24,024.00	\$ 1,208.00	\$ 983.00	\$ 26,215.00
City of Woodland	\$ 15,000.00	\$ 1,000.00	-	\$ 160.00	\$ 38.00	\$ 1,440.00	\$ 2,423.00	\$ 20,061.00	\$ 1,203.00	\$ 961.00	\$ 22,225.00
City of West Sac	\$ 16,120.00	\$ 1,000.00	-	\$ 160.00	\$ 38.00	\$ 1,440.00	\$ 2,423.00	\$ 21,181.00	\$ 1,203.00	\$ 961.00	\$ 23,345.00
Yolo County	\$ 15,985.00	\$ 1,014.00	-	\$ 90.00	\$ 53.00	\$ 1,052.00	\$ 2,106.00	\$ 20,300.00	\$ 930.00	\$ 841.00	\$ 22,071.00

Difference (Med) -39.12%

-34.39%

-36.20%

Mean (Ave)	\$ 13,994.20	\$ 1,068.50	\$ 80.00	\$ 103.20	\$ 40.30	\$ 1,060.10	\$ 2,025.10	\$ 18,371.40	\$ 974.50	\$ 721.70	\$ 20,067.60
Median	\$ 14,112.00	\$ 1,006.00	-	\$ 91.50	\$ 40.00	\$ 969.50	\$ 1,978.50	\$ 18,859.50	\$ 997.50	\$ 688.50	\$ 20,708.00
City of Winters	\$ 10,144.00	\$ 1,049.00	\$ 710.00	\$ 55.80	\$ 10.85	\$ 676.00	\$ 1,388.00	\$ 14,033.65	\$ 669.00	\$ 502.00	\$ 15,204.65

CITY MANAGER SERVICES CONTRACT

John W. Donlevy, Jr.

THIS CONTRACT is made and entered into this fourteenth day of August, 2001 by and between the City of Winters, California a municipal corporation, hereinafter referred to as "City", and John W. Donlevy, Jr.

WITNESSETH

Whereas, the City is a municipal corporation the operation of which involves securing the services of a qualified professional City Manager; and

Whereas, John W. Donlevy, Jr., hereinafter referred to as "Donlevy", possesses the professional skills required by City and is available to City; and

Whereas, it is the desire of the City Council of the City to retain the services of Donlevy as City Manager; and

Whereas, it is the desire of the City Council of City to provide certain benefits, establish certain criteria, conditions of employment and to set certain working conditions of Donlevy; and

Whereas, it is the desire of the City Council of City to: (1) provide inducement for Donlevy to be retained as CITY'S City Manager; (2) make possible full work productivity by assuring Donlevy's morale and peace of mind with respect to future security; and (3) provide an equitable means of terminating Donlevy's services; and

Whereas, the arrangement set forth in the contract represents an efficient and economical procedure to accomplish CITY's goal;

NOW THEREFORE, CITY AND Donlevy in consideration of mutual covenants and

agreements herein contained, agree as follows:

1. DUTIES. City hereby agrees to appoint Donlevy as City Manager of the City of Winters to perform the duties and functions specified in CITY's ordinances or required by the Government Code, and to perform other legally permissible duties and functions as the City Council shall from time to time assign.

2. TERM AND TERMINATION. This contract shall commence on September 10, 2001, and may be terminated by either party as provided in this contract. In the event of such termination, Donlevy shall be entitled to receive compensation as provided for in this contract.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Donlevy at any time, subject only to the provisions set forth in the Contract.

Nothing in this Contract shall prevent, limit or otherwise interfere with the right of Donlevy to resign at any time from his position with CITY, subject only to the provisions set forth in the Contract.

This Contract shall remain in effect until terminated by either party in the manner hereinafter provided.

This Contract is made for an indefinite term, and may be terminated by a majority vote of the Council at any time, for any reason whatsoever, or for no reason at all. Donlevy may terminate said Contract with a written notice. CITY shall provide Donlevy a written notice of termination of no less than Ninety (90) days. Donlevy shall provide CITY with a notice of no less than Thirty (30) days. In the event that the City terminates this Contract without the consent of Donlevy, CITY shall pay Donlevy a terminating cash payment equal to nine (9) times Donlevy's base monthly compensation at the time of his involuntary termination. City shall also pay for a continuation of Donlevy's health insurance plan and life insurance policy for the same period of time.

In the event of termination, CITY agrees to work with Donlevy on the wording of a mutually acceptable announcement regarding the termination.

In the event CITY, at any time during the term of this Contract, reduces Donlevy's compensation or any other financial benefit in a greater percentage than an applicable across the board reduction for other management personnel of CITY, or in the event CITY refuses, following written notice, to comply with any provisions benefiting Donlevy herein, or Donlevy terminates this Contract following a suggestion, whether formal or informal, by the City Council that he terminate this Contract, then, in that event, Donlevy may, at his option, be deemed "terminated" effective as of the date of such termination or reduction or such refusal to comply within the meaning and context of the herein termination provision.

If Donlevy is terminated because of conviction of any illegal activity involving personal gain to him or moral turpitude, then CITY shall have no obligation to pay the aggregate severance sum designated.

3. **DISABILITY.** If Donlevy is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued sick leave, or for twenty working days over a thirty day working period, the CITY shall have the option to terminate this agreement, subject to the severance pay requirements of Section 2. However, Donlevy shall be compensated for any accrued sick leave, vacation, holidays, compensatory time and other accrued benefits.

4. **COMPENSATION.** CITY agrees to pay Donlevy an annual compensation of \$92,000 for services rendered beginning September 10, 2001. Donlevy shall be given a performance evaluation and be eligible for a salary increase no later than six months following his start of employment. In addition, CITY agrees to increase Donlevy's annual compensation rate and/or other benefits in such amounts and to such extent as the City Council may determine is desirable to do on the basis of an annual compensation review on or about Donlevy's employment anniversary date of each year.

5. **PERFORMANCE EVALUATION.** The City Council shall review and evaluate the performance of Donlevy twice annually, once after the adoption of the annual operating budget, and again at mid-fiscal year. Said review and evaluation shall be in

accordance with specific criteria developed jointly by the City Council and Donlevy. Said criteria may be added to or deleted from as the City Council may from time to time determine after consultation with Donlevy. The Mayor shall provide Donlevy with a summary written statement of the findings of the City Council and provide an adequate opportunity for Donlevy to discuss his evaluation with the City Council.

Annually, the City Council and Donlevy shall define such goals and performance objectives which they determine necessary for the proper operation of the CITY, in the attainment of the City Council's policy objectives. The City Council shall further establish a relative priority among those various goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

6. **MOVING EXPENSES.** City shall reimburse Donlevy's out of pocket costs for his physical relocation, plus an allowance for travel expenses associated with the move to Winters at an amount not to exceed \$5,000.

7. **HOURS OF WORK.** It is recognized that Donlevy will devote a great deal of time outside the normal office hours to business of CITY and, to that end, he shall be allowed to take compensatory time off as he deems appropriate during normal office hours.

8. **AUTOMOBILE:** Donlevy shall be provided an automobile by City for his exclusive and unrestricted use. City shall be responsible for paying for liability, property damage and comprehensive liability insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile.

9. **SICK LEAVE, HOLIDAYS, VACATION, BEREAVEMENT LEAVE.**

Donlevy shall be entitled to observe holidays on the same basis as other CITY employees. In lieu of any sick leave, vacation, bereavement leave or other leave, Donlevy shall be entitled to Comprehensive Annual Leave amounting to twenty four (24) working days earned at the rate of 16 hours per month. Donlevy, at his option, may elect to accrue up to 60 days of leave. Donlevy, at his option, may convert any unused leave to cash, computed on the basis of the then applicable annual compensation. Donlevy shall begin employment with an

opening balance of twelve (12) days on the books.

10. **DISABILITY, HEALTH AND LIFE INSURANCE.** CITY agrees to provide a "cafeteria style" benefits plan with a monthly benefit amount equal to that provided to other management personnel for Donlevy and his dependents with health benefits to include medical, dental and vision, life insurance and non-industrial disability coverage.

11. **RETIREMENT/DEFERRED COMPENSATION.** CITY agrees to pay the retirement contributions for Donlevy in the Public Employee's Retirement System (PERS) the same as provided to other management employees. CITY also agrees to provide a deferred compensation program and contribute an amount equal to 5% of Donlevy's annual compensation to said plan on his behalf.

12. **OFFICIAL, PROFESSIONAL DEVELOPMENT AND GENERAL BUSINESS EXPENSES.** CITY agrees to budget and to pay for the professional dues and subscriptions of Donlevy necessary for his continuation and participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the CITY.

CITY agrees to budget and pay for the travel and subsistence expenses of Donlevy for professional and official travel, meetings and occasions adequate to continue the professional development of Donlevy to adequately pursue necessary official and other functions of CITY.

CITY agrees to budget and pay for general expenses such as business meals, telephone charges, parking charges, supplies and other similar categories of expense incurred by Donlevy in the performance of his duties.

13. **INDEMNIFICATION.** CITY shall defend, hold harmless and indemnify Donlevy 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 Donlevy's duties in accordance with the provisions of the California Government Code Section 825. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom.

14. BONDING. CITY shall bear the full cost of any fidelity or other bonds required under any law or ordinance.

15. AMENDMENT. No amendment, alteration, extension, or modification of the Contract shall be binding unless in writing and signed by both CITY and Donlevy.

DATED: 8-14-01

CITY OF WINTERS

BY Tom Mc Masters-Stone
MAYOR

DATED: 8-14-01

DONLEVY

BY [Signature]
John W. Donlevy, Jr.

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY MANAGER SERVICES CONTRACT AMENDMENT #1

John W. Donlevy, Jr.

THIS CONTRACT Amendment #1 is made and entered into this third day of September, 2002 by and between the City of Winters, California a municipal corporation, hereinafter referred to as "City" and John W. Donlevy, Jr. hereinafter referred to as "Donlevy."

Whereas, Donlevy has been employed by City since September 10, 2001 in the capacity of City Manager of the City of Winters; and

Whereas, City and Donlevy entered into a City Managers Services Contract to govern the employment relationship between the City and Donlevy;

Whereas, said agreement is open to periodic amendments to reflect changes in compensation and/or benefits as per the provisions of said Contract;

NOW, THEREFORE, CITY AND DONLEVY in consideration of mutual covenants and agreements herein contained, agree to the following amendments:

1. City agrees amend Donlevy's rate of compensation with a Cost of Living Increase in the amount of 4% (as provided to the City's Management Personnel);
2. City agrees to review Donlevy's performance and to increase Donlevy's annual compensation rate and/or other benefits in such amounts and to such extent as the City Council may determine to do in March, 2003.
3. SECTION 7 is amended to read as follows:
 - a. ADMINISTRATIVE LEAVE. Donlevy shall receive the same Administrative Leave Benefit as the other Management level personnel of the City.
4. SECTION 9 is amended to read as follows:

a. SICK LEAVE, HOLIDAYS, VACTION, BEREAVEMENT LEAVE. Donlevy shall be entitled to observe holidays, receive sick leave, bereavement leave and other leaves on the same basis as other CITY employees. Donlevy shall be entitled to vacation leave amounting to eighteen (18) working days earned at a rate of 12 hours per month. Donlevy, at his option, may elect to accrue up to 60 days of leave. Donlevy, at his option, may convert any unused leave to cash, computed on the basis of the then applicable annual compensation.

5. Section 11 is amended to read as follows:

a. RETIREMENT/DEFERRED COMPENSATION. City agrees to pay the retirement contributions for Donlevy in the Public Employee's Retirement System (PERS). City also agrees to provide a deferred compensation program and contribute an amount equal to 7% of Donlevy's annual compensation to said plan on his behalf.

This amendment entered this 1 day of ^{OCTOBER}~~September~~, 2002.
rgm

DATED: 10/1/02

CITY OF WINTERS

BY: Harold R. Anderson
MAYOR

DATED: 10/1/02

DONLEVY

BY: John W. Donlevy, Jr.
John W. Donlevy, Jr.

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

CITY MANAGER SERVICES CONTRACT AMENDMENT #2

John W. Donlevy, Jr.

THIS CONTRACT Amendment #2 is made and entered into this 13th day of December, 2005 by and between the City of Winters, California a municipal corporation, hereinafter referred to as "City" and John W. Donlevy, Jr. hereinafter referred to as "Donlevy."

Whereas, Donlevy has been employed by City since September 10, 2001 in the capacity of City Manager of the City of Winters; and

Whereas, City and Donlevy entered into a City Managers Services Contract to govern the employment relationship between the City and Donlevy;

Whereas, said agreement is open to periodic amendments to reflect changes in compensation and/or benefits as per the provisions of said Contract;

NOW, THEREFORE, CITY AND DONLEVY in consideration of mutual covenants and agreements herein contained, agree to the following amendments:

1. City agrees to amend Donlevy's monthly rate of compensation by 4.5% retroactive to July 1, 2005.
2. City has reviewed Donlevy's performance and agrees to increase Donlevy's monthly rate of compensation with a merit increase of 5% effective January 1, 2006. Beginning July 1, 2006 an annual COLA commensurate with other Department Heads.
3. City agrees to amend Section 2 of Donlevy's Employment Agreement to provide that in the event of involuntary separation from employment, extension of the salary and benefits from 9 to 12 months shall be paid to Donlevy.


4. SECTION 7 is amended to add a provision and read as follows:

- b. PERSONAL DEVELOPMENT LEAVE. Donlevy shall be eligible to receive up to 40 hours annually accruable to 80 hours.

This amendment entered this 13th day of December, 2005.

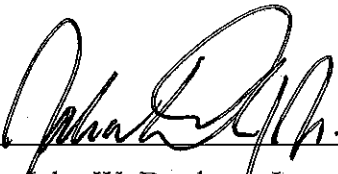
DATED: 12/13/05

CITY OF WINTERS

BY: 
Dan Martinez, MAYOR

DATED: 12-19-05

DONLEVY

BY: 
John W. Donlevy, Jr.

APPROVED AS TO FORM:


CITY ATTORNEY

CITY MANAGER SERVICES CONTRACT AMENDMENT #3

John W. Donlevy, Jr.

THIS CONTRACT Amendment #3 is made and entered into this 15th day of June, 2010 by and between the City of Winters, California a municipal corporation, hereinafter referred to as "City" and John W. Donlevy, Jr. hereinafter referred to as "Donlevy."

Whereas, Donlevy has been employed by City since September 10, 2001 in the capacity of City Manager of the City of Winters; and

Whereas, City and Donlevy entered into a City Managers Services Contract to govern the employment relationship between the City and Donlevy;

Whereas, the City is experiencing fiscal issues due to the national economic problems, raids on City revenues by the State of California, and declining City revenues, generally; and

Whereas, Donlevy and other members of the City's Management Team have agreed to suspend, for a two year period, certain retirement and administrative leave cash out benefits in order to maintain City services and retain jobs;

NOW, THEREFORE, CITY AND DONLEVY in consideration of mutual covenants and agreements herein contained, agree to the following amendments:

1. Section 10 is amended to read as follows:
 - a. **RETIREMENT/DEFERRED COMPENSATION.** City agrees to pay the retirement contributions for Donlevy in the Public Employee's Retirement System (PERS). City also agrees to provide a deferred compensation program and contribute an amount equal to 7% of Donlevy's annual compensation to said plan on his behalf.
 - b. Donlevy agrees that between July 1, 2010 and June 30, 2012, the 7% deferred compensation amount shall be donated back to the City's General Fund to support City services.

2. SECTION 7 is amended to read as follows:

- a. ADMINISTRATIVE LEAVE. Donlevy shall receive the same Administrative Leave Benefit as the other Management level personnel of the City.
- b. Donlevy agrees that between June 1, 2010 and June 30, 2012 to forego eligibility to cash-out un-used Administrative Leave benefits in order to reduce burdens on the City's General Fund.
- c. City agrees that Donlevy may accrue un-used Administrative Leave benefits for use up to June 30, 2012. Any remaining accrued Administrative Benefits on the books from this period will be terminated on July 1, 2012.

This amendment entered this 15th day of June, 2010.

DATED: 7/13/10

CITY OF WINTERS

BY: Michael Martin
Michael Martin, MAYOR

DATED: 7-13-2010

DONLEVY

BY: John W. Donlevy, Jr.
John W. Donlevy, Jr.

APPROVED AS TO FORM:

Sheila
CITY ATTORNEY

**RESOLUTION NO. 2008-34
SALARY RANGES
CITY OF WINTERS**

JULY 1, 2008 THROUGH JUNE 30, 2009

**CITY OF WINTERS
EXEMPT SALARY SCHEDULE
JULY 1, 2008 – JUNE 30, 2009
(2.5% INCREASE)**

Position	A	B	C	D	E
City Manager					10,398
Police Chief					9,596
Department Heads	6,855	7,198	7,558	7,936	8,333

**MID-MANAGEMENT SALARY SCHEDULE
JULY 1, 2008 – JUNE 30, 2009
(2.5% INCREASE)**

Position	A	B	C	D	E
Building Official	5,356	5,624	5,905	6,200	6,510
Grant Writer/Management Analyst	3,871	4,065	4,268	4,481	4,705

**WINTERS EMPLOYEES ASSOCIATION SALARY SCHEDULE
JULY 1, 2008 – JUNE 30, 2009
(2.5% INCREASE)**

Position	A	B	C	D	E
Accounting Technician	3,065	3,218	3,379	3,548	3,725
Admin. Asst./Recycling Coord.	3,192	3,352	3,520	3,696	3,881
Administrative Secretary	2,584	2,713	2,849	2,991	3,141
Community Services Officer	2,649	2,781	2,920	3,066	3,219
Maintenance Worker I	2,100	2,205	2,315	2,431	2,553
Maintenance Worker II	2,778	2,917	3,063	3,216	3,377
Maintenance Worker III (Senior)	3,376	3,545	3,722	3,908	4,103
Maintenance Worker IV (Field Sup)	4,106	4,311	4,527	4,753	4,991
Recreation Coordinator	2,271	2,385	2,504	2,629	2,760
Records Clerk II	2,493	2,618	2,749	2,886	3,030

Recreation Leader I	8.25 per hour
Recreation Leader II	8.75 per hour
Recreation Leader III	9.25 per hour
Recreation Leader IV	9.75 per hour
Director	13.25 per hour
Cashier	8.25 per hour
Lifeguard I	9.25 per hour
Lifeguard II	9.75 per hour
Lifeguard III	11.25 per hour
Lifeguard IV	11.75 per hour
Supervising Guard	14.25 per hour
Pool Manager	17.25 per hour
Community Center Attendant	7.75-16.00 per hour
Intern/ Management Project Staff	9.00-35.00 per hour
After School Instructional Aide	12.00-15.00 per hour
After School Site Coordinator	20.00-22.00 per hour
After School Coordinator /Teacher	33.00-38.00 per hour

POLICE DEPARTMENT
JULY 1, 2008 - JUNE 30, 2009
(2.5% INCREASE)

Position	A	B	C	D	E
Records & Info. Systems Sup.	4400	4620	4851	5094	5349
Police Officer	4179	4388	4607	4837	5079
Corporal	4379	4588	4807	5037	5279
Sergeant	4910	5156	5414	5685	5969

APPROVED, RATIFIED, AND ORDERED IMPLEMENTED by the Winters City Council on the 15th day of July, 2008.

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK