EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this 7th day of July 2026 by and between the City of Dixon, a municipal corporation ("City"), and Melissa Eads, an individual ("Employee"). City and Employee may individually be referred to herein as "Party" or collectively as "Parties". There are no other parties to this Agreement.

RECITALS

A. Employee has served as Assistant City Manager since December 2025 and has previously served as the city manager for other California municipalities. Through such service, Employee has acquired substantial executive, administrative, and municipal management experience and expertise.

B. The City Council has evaluated Employee's executive and administrative qualifications and ability to serve as City Manager and desires to appoint Employee to the position of City Manager pursuant to the terms and conditions of this Agreement.

C. Employee desires to accept appointment as the City's City Manager and to undertake the duties and responsibilities of that position pursuant to the terms and conditions set forth in this Agreement.

D. The Parties agree that this Agreement shall be the sole agreement between the Parties regarding the employment of Employee as City Manager;

E. The Parties desire to enter into this Agreement pursuant to the authority granted by Section 2.09 of City of Dixon Municipal Code and subject to the provisions of California Government Code ("Government Code") section 53260 et seq.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above ("Recitals") are incorporated herein by this reference and made a part of this Agreement. In the event of any inconsistencies between the Recitals and Sections 1 through 10 of this Agreement, Sections 1 through 10 will prevail.

Section 2. Effective Date. Once executed by both City and Employee and approved by the City Council, this Agreement shall become effective on July 26, 2026 ("Effective Date"), at which time Employee shall commence the performance of her duties as the City Manager.

Section 3. Appointment of City Manager, Duties and Term.

3.1. Appointment. Pursuant to Section 2.09.010 of the Municipal Code, the City Council hereby appoints Employee to the position of City Manager for the City. Employee shall serve at the direction of the City Council and shall perform the functions, duties, and responsibilities of the office of City Manager. Employee's initial duties are set forth in the Job Description attached hereto as **Exhibit A** and in Municipal Code Section 2.09.040. Employee acknowledges that such duties and responsibilities may be modified from time to time by the City Council as necessary to meet the City's operational needs; provided, however, that no such modification shall alter or affect any provision of this Agreement. Employee shall further perform all duties and functions prescribed by the laws of the State of California, the Municipal Code, and the ordinances and resolutions of the City, as well as such additional duties and responsibilities as may be assigned by the City Council from time to time. Employee accepts such appointment subject to the terms and conditions of this Agreement.

3.2. No Secondary Employment. Employee agrees to devote her productive time, abilities, and attention to the full accomplishment of her duties and the City's business needs. Accordingly, Employee shall not hold secondary employment or engage in activities which conflict with or present the appearance of or possibility of conflicting with the City's legitimate business interests. As such, Employee agrees she will notify the City Council in writing if she wishes to accept secondary employment, with sufficient advance notice to allow the Council enough time to determine whether there is an appearance of, or an actual conflict with, the satisfactory performance of Employee's duties and/or the best interest of the City. Should the City Council make such a determination, Employee agrees to forego the secondary employment. Notwithstanding the foregoing, Employee shall have the right to volunteer for such nonprofit organizations as she may see fit, provided that such volunteer services shall not interfere with her duties on behalf of the City.

3.3. Exempt Employee. The operating hours of the City's administrative offices are currently 8:30 a.m. to 5:30 p.m., Monday through Thursday, and alternating Fridays, subject to change. However, it is recognized by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act of 1938 (29 U.S.C. § 201 et seq.). Employee acknowledges she does not have set hours of work and is expected to be reasonably available at all times and work such hours as may be necessary to accomplish her duties. Employee shall not receive overtime or extra compensation for hours worked outside of the City's general business hours which are necessary to fulfill the duties of the City Manager position, unless otherwise provided in this Agreement.

3.4. Schedule. The City Manager's daily and weekly work schedule shall vary in accordance with the work required to be performed. The City Manager position includes frequent attendance at evening meetings, including Council meetings, and frequent irregular hours, as necessary, to meet deadlines and achieve objectives. The City Council recognizes the City Manager must devote a great deal of her time outside normal office hours to business of the City and, to that end, Employee will be allowed to take compensatory time off as she shall deem appropriate during said normal office hours. Employee agrees to be reachable by telephone for consultation and advice when she is not physically present during work hours.

3.5. Term. The term of this Agreement shall be five (5) years from the Effective Date (the "Term"). Not later than six (6) months prior to the expiration of the Term, the City Council may provide written notice to Employee of its election not to extend the Term. If no such notice is given, the Term shall automatically extend for an additional two (2) years.

Section 4. At-Will Employment. Employee is an at-will employee serving at the pleasure of the City Council, as provided in Government Code Section 36506 and Municipal Code section 2.09.01. Accordingly, the City Council may terminate Employee's employment and this Agreement at any time, with or without cause, and with or without notice in accordance with Municipal Code Section 2.09.020. Unless otherwise provided in this Agreement, Employee shall be subject to and bound by all City policies, rules, and regulations now in effect and applicable to Employee's position, as well as any such policies, rules, and regulations as may hereafter be adopted and communicated to Employee. Employee agrees to observe and comply with the same. No City policy, rule, or regulation shall alter, modify, or revoke Employee's at-will status or any other provision of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall be construed to confer upon Employee any right to, or property interest, in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate employment, except as expressly provided in Section 6 [Termination] of this Agreement.

Section 5. Compensation and Benefits.

5.1. Base Salary. The City agrees to pay Employee an initial base salary of Two Hundred Ninety Thousand Dollars ($290,000.00) (the "Base Salary"), payable in installments in accordance with the City's regular payroll practices.

Effective the first full pay period following the one-year anniversary of the Effective Date, and annually thereafter, Employee's Base Salary shall be adjusted based on the percentage increase, if any, in the All Urban Consumers Price Index for the San Francisco-Oakland-Hayward Area (the "CPI") most recently published immediately prior to the applicable anniversary date; provided, however, that in no event shall any such adjustment be less than three percent (3%), even if the CPI reflects a lesser increase or no increase, nor greater than five percent (5%), even if the CPI exceeds five percent (5%).

In the fourth year of this Agreement, the City shall conduct a salary survey, which shall be completed not less than forty-five (45) days prior to July 26, 2030. Following completion of such survey, if Employee's Base Salary is less than ninety-five percent (95%) of the median base salary for comparable City Manager positions in the established comparator agencies, Employee's Base Salary shall be automatically adjusted to an amount equal to ninety-five percent (95%) of such median. If Employee's Base Salary at the time the survey is completed is equal to or greater than ninety-five percent (95%) of such median, no adjustment shall be made.

Any annual CPI-based adjustment shall become effective on the first full pay period following July 26 of the applicable year. In 2030, any adjustment resulting from the salary survey described above, together with the annual CPI-based adjustment for that year, shall become effective on the first full pay period following July 26, 2030.

The annual CPI-based adjustment set forth above, together with any adjustment that may result from the fourth-year salary survey process, shall constitute the exclusive mechanism for any adjustments to Employee's Base Salary during the Term, except as otherwise expressly provided in this Agreement or in the applicable provisions of the Compensation Plan for Confidential Senior Management Classifications.

5.2. Pro-Rata Decrease. Employee acknowledges that the Base Salary may be subject to pro-rata decrease based on the City Council's adoption of an unpaid Mandatory Furlough Program adopted as a budgetary measure.

5.3 Reopener. Employee acknowledges that in the event City's monetary reserves fall below fifteen percent (15%) before the expiration of the Term of this Agreement, the City may, in its discretion, elect to reopen this Agreement for negotiations.

5.4. Review and Evaluation. The City Council may review and evaluate Employee's performance of her duties as City Manager on an annual basis and may provide Employee with a written performance evaluation. The annual review and evaluation may be conducted in December of each year, or at such other time as the City Council determines in its discretion.

5.5. Benefits. During the Term of this Agreement, Employee shall be entitled to receive the benefits provided in the City's "Compensation Plan for Confidential Senior Management Classifications" (the "Compensation Plan"), attached hereto as **Exhibit B** and incorporated herein by reference, as may be amended from time to time. Except as otherwise expressly provided in Sections 5.5 through 5.15 of this Agreement, the Compensation Plan shall govern all benefits of employment. To the extent Sections 5.5 through 5.15 provide for benefits that differ from or are in lieu of those set forth in the Compensation Plan, the provisions of this Agreement shall control. All benefits not specifically addressed in Sections 5.5 through 5.15 shall be governed by the Compensation Plan.

5.6 Retirement Savings. Employee shall be eligible to participate in the City's deferred compensation in accordance with City policy and applicable law. The City shall contribute an amount equal to the Employee's contribution, up to a maximum of ten percent (10%) of Employee's base salary.

5.7. Retirement Benefits. The City agrees to contribute to Employee's retirement benefits into the State of California Public Employees Retirement System ("PERS"), as set forth in the Compensation Plan.

5.8. Vacation. Employee shall accrue twenty-five (25) days (two hundred (200) hours) of annual vacation leave. Upon separation of employment, Employee shall be paid for all unused accrued vacation leave at Employee's then-current Base Salary rate.

5.9. Management Leave. In recognition of the additional hours required in the performance of Employee's duties, Employee shall be granted one hundred twenty (120) hours of Management Leave on July 1 of each year. Such leave shall be used in the same manner as vacation leave. Management Leave granted pursuant to this Section must be used by June 30 of each fiscal year, and any unused Administrative Leave shall automatically expire.

During the Term of this Agreement, Employee may cash out or elect to defer into a Deferred Compensation Plan accrued and unused Management Leave each fiscal year, in accordance with the Senior Management Compensation Plan, attached hereto as **Exhibit B**. For purposes of this Section, the City's fiscal year shall run from July 1 through June 30.

5.10. Medical Benefits. The City shall continue to contribute eighty-five percent (85%) of the premium cost for Employee's Kaiser (Region 1) health plan through December 2027. Beginning January 2028, Employee shall transition to the health benefits provided under the City's Compensation Plan for Confidential Senior Management Classifications, as in effect at that time.

5.11. Cell Phone. Employee shall receive a monthly stipend in the amount of Ninety-Five Dollars ($95.00) to use towards the cost of, and in lieu of, a City-provided cell phone for use at work. This stipend will be governed by the City of Dixon Mobile Phone Stipend Policy.

5.12. City Vehicle. The City shall provide Employee with access to a City-owned or City-leased vehicle for use in the performance of Employee's duties, including authorization for a take-home vehicle. Employee shall comply with the City of Dixon City Vehicle Operating Procedure, as may be amended from time to time.

In the event a City-owned or City-leased vehicle is not available at the commencement of Employee's employment or at any time thereafter, the City shall provide Employee with a monthly automobile allowance of Four Hundred Dollars ($400.00) in lieu of a City vehicle. The automobile allowance shall continue only until such time as a City-owned or City-leased vehicle becomes available and is assigned to Employee, at which time the automobile allowance shall automatically cease.

5.13. Home Loan Assistance. In accordance with applicable law, the City shall provide Employee with home loan assistance in an amount up to Three Hundred Thousand Dollars ($300,000.00), on such terms as approved by the City Council and set forth in a separate written agreement. Such assistance shall be subject to repayment obligations and other conditions established by the City and the applicable loan agreement. Upon Employee's separation from City employment for any reason, any outstanding balance shall be payable in accordance with the terms of the applicable loan agreement.

5.14. Life Insurance. The City shall use good faith efforts to obtain and maintain a term life insurance policy on the life of Employee in an amount equal to Employee's annual Base Salary. If the City is unable to immediately secure such coverage, the City shall continue to use good faith efforts to obtain such coverage as soon as practicable. Should the cost of such coverage become prohibitive, or should such coverage become unavailable on commercially reasonable terms, the City Council may, in its discretion, discontinue the coverage.

5.15. Professional Development. The City shall pay or reimburse Employee for reasonable costs associated with maintaining professional memberships and participation in professional associations directly related to Employee's duties as City Manager, including, without limitation, the League of California Cities and other similar municipal management or local government organizations. The City shall also pay or reimburse Employee for reasonable costs associated with attendance at conferences, training programs, seminars, and other professional development activities related to Employee's duties, subject to applicable City policy and budgetary limitations.

Section 6. Termination of Employment and Severance.

6.1. Voluntary Resignation. Employee shall provide the City with at least sixty (60) days' written notice of resignation, unless otherwise agreed by the Parties in writing. In the case of retirement from public service with the City, Employee shall provide at least three (3) months' written notice, and the effective retirement date shall be mutually agreed upon by the Parties. During any notice period, this Agreement shall remain in full force and effect. Upon the effective date of resignation or retirement, the City shall pay Employee all salary and benefits earned through such date. Any voluntary resignation or retirement shall result in forfeiture of severance benefits under Section 6.2(a) of this Agreement

6.2. Termination by City Council. In accordance with Section 2.09.020 of the Municipal Code, the City Council may terminate this Agreement and remove Employee from the position of City Manager at any time, with or without cause. If Employee's termination is based on charges of misconduct that may stigmatize Employee's reputation, impair her ability to obtain future employment, or otherwise damage her standing in the community, Employee may, within five (5) business days of receipt of notice of termination, submit a written request for a "name-clearing" hearing (as described *in Lubey v. City and County of San Francisco* (1979) 98 Cal.App.3d 340 and its progeny) before the City Council, conducted solely to provide Employee an opportunity to respond to the allegations and to clear or correct the record. The purpose of the hearing shall be limited to allowing Employee to address the allegations and for the City Council to receive and consider such response, and it shall not constitute a review of the merits of the termination decision. If Employee does not timely request a name-clearing hearing, the City may treat the allegations set forth in the notice of termination as final for purposes of its administrative record.

In the event the City terminates Employee's employment and this Agreement, Employee shall be entitled to continue medical and dental coverage at Employee's sole expense, in accordance with the federal Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA").

6.2(a). Termination Without Good Cause. If Employee's employment and this Agreement are terminated without Good Cause, as defined in Section 6.2(b) below, during such time that Employee is willing and able to perform her duties, Employee shall no longer be entitled to accrue or receive any wages or benefits afforded to her by City after the date of termination; however, City shall pay Employee a lump sum equal to twelve (12) months of Employee's then current base salary ("Severance Pay") and to continue payment of medical insurance premiums for twelve (12) months of the federally mandated COBRA period. Employee will be allowed to continue medical coverage at his own expense for the remainder of the COBRA period. Receipt of severance pay and continued payment of medical insurance premiums will be contingent on Employee signing a waiver of any claims, known or unknown, against Employer, the City Council, and Employer's officials and employees, as set forth below.

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For purposes of this Section 6.2(a), a resignation by Employee at the request of the City, or in lieu of termination without Good Cause, shall be deemed a termination without Good Cause and shall entitle Employee to the severance benefits provided in this Section, subject to the terms and conditions set forth herein.

Any severance pay under this Agreement shall be contingent upon Employee's execution of a waiver and release of all claims in a form satisfactory to the City and shall be subject to the limitations of Government Code Section 53260, including that the maximum severance pay available to Employee shall not exceed the lesser of twelve (12) months of Base Salary or the number of months remaining in the Term of this Agreement. In addition, any cash settlement related to termination of this Agreement shall be fully reimbursed to the City if Employee is convicted of a crime involving an abuse of office or position during the course of City employment, pursuant to Government Code Section 53243.2. Severance pay shall be paid in the same manner as other City employees unless otherwise agreed by the Parties. In no event shall Employee be entitled to severance pay in excess of twelve (12) months of Base Salary.

Upon Employee's request, and to the extent permitted by the applicable deferred compensation plan and applicable law, the City shall make a contribution to Employee's deferred compensation account in an amount equal to the value of any severance pay, calculated at the rate ordinarily applied to regular compensation. Any such contribution shall be subject to the terms, limitations, and eligibility requirements of the applicable deferred compensation plan.

6.2(b). Termination For Good Cause. The City may, at any time, immediately terminate this Agreement for Good Cause, as defined below. If Employee is terminated for Good Cause, the City shall not be required to pay any Severance under this Agreement, and the City shall have no obligation to Employee beyond those benefits accrued and owing as of Employee's last day of employment and those the City is obligated to provide under federal or state law.

"Good Cause" for purposes of this Agreement, means a fair and honest cause or reason for termination. These reasons include, but are not limited to:

1. Conviction of a felony;
2. Disclosing confidential information of the City;
3. Gross carelessness or misconduct;
4. Unjustifiable and willful neglect of the duties described in this Agreement;
5. Mismanagement;
6. Non-performance of duties;
7. Any conduct which violates the City's Personnel Rules and for which a City employee may be terminated;
8. Repeated and protracted unexcused absences from the City Manager's office and duties;
9. Willful destruction or misuse of City property;
10. Conduct that in any way has a direct, substantial, and adverse effect on the City's reputation;
11. Willful violation of federal, state, or City discrimination laws;
12. Continued substance abuse which adversely affects performance of Employee's duties or reporting to work under the influence of alcohol or any drug (whether or not employee has a valid prescription) which impairs, or has the potential to impair, Employee in the performance of her duties;
13. Refusal to take or subscribe any oath or affirmation which is required by law;
14. Permanent disability of Employee, or Employee becoming otherwise unable to perform the duties of City Manager, by reason of sickness,

accident, illness, injury, mental incapacity, or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Family Rights Act or where the same occurs for (4) working days over a sixty (60) working day period.

15. Dishonesty;

16. Engaging in other employment or activities which conflict with, or present the appearance or possibility of conflicting with, the City's legitimate business interests; or

17. Continuous or repeated failure or refusal to perform Employee's duties to the standards set by the City Council.

18. Failure to comply with any of Employee's obligations as set forth in this Agreement.

Notwithstanding any provision in this Agreement to the contrary, the City Council may suspend Employee with full pay and benefits at any time during the Term of this Agreement.

Section 7. Indemnification. Subject to, in accordance with, and to the extent permitted by the California Government Claims Act (Government Code Section 810 et seq.), City will indemnify, defend, and hold Employee harmless from and against any action, demand, suit, monetary judgment, or other legal or administrative proceeding, and any liability, injury, loss, or other damages, arising out of any act or omission occurring in the performance of Employee's duties as City Manager, except that this provision shall not apply with respect to any intentional tort or crime committed by Employee, or any actions outside the course and scope of her employment as City Manager. City shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to ensure fulfillment of this hold harmless and indemnification clause. City may compromise and settle any such claim or suit and pay the amount of any resulting settlement or judgment; provided, however, that the City's duty to defend and indemnify shall be contingent upon Employee's good faith cooperation with such defense. In the event City provides funds for legal criminal defense pursuant to this Section, Employee shall reimburse City for such legal criminal defense funds if Employee is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243 through 53243.

Section 8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

Section 9. Acknowledgment. Employee acknowledges that she has been afforded the opportunity to consult with counsel regarding this Agreement, that he has read and understands this Agreement, that she is fully aware of its legal effect, and that she has entered into it freely and voluntarily and based on her own judgment and not on any representations or promises other than those contained in this Agreement.

Section 10. Notices. Any notice or communication required hereunder between City and Employee must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS, or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days' written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:	City of Dixon ATTN: City Clerk 600 East A Street Dixon, California 95620
And copy to:	White Brenner LLP ATTN: Douglas L. White 1608 T Street Sacramento, CA 95811 doug@whitebrennerllp.com
If to Employee:	City of Dixon ATTN: Melissa Eads 600 East A Street Dixon, CA 95620 w/ cc: home address or email address on file

Section 11. General Provisions.

11.1. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by a writing signed by the City and Employee.

11.2. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all other prior or contemporaneous oral or written understandings and agreements of the

Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement.

11.3. Severability of Agreement. If a court or an arbitrator of competent jurisdiction holds any section of this Agreement to be illegal, unenforceable, or invalid for any reason, the validity and enforceability of the remaining sections of this Agreement shall not be affected.

11.4. Authority. All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

11.5. Headings. The headings in this Agreement are included for convenience only and neither affect the construction or interpretation of any section in this Agreement nor affect any of the rights or obligations of the Parties to this Agreement.

11.6. Necessary Acts and Further Assurances. The Parties shall, at their own cost and expense, execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

11.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California.

11.8. Waiver. No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

11.9. Counterparts. This Agreement may be executed in counterparts and all so executed shall constitute an agreement which shall be binding upon the Parties hereto, notwithstanding that the signatures of all Parties and Parties' designated representatives do not appear on the same page.

11.10. Venue. Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Solano.

11.11. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret sections of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement has been entered into by and between EMPLOYEE and CITY as of the Effective Date set forth above.

CITY:
City of Dixon, a municipal corporation of the State of California

By:______________________________
Steve Bird, Mayor

Date Signed: 7/17/2026

EMPLOYEE:

By:______________________________
Melissa Eads, an individual

Date Signed: 7/15/26

By:______________________, City Clerk

Date Signed: July 16, 2026

Approved as to Form and Content:

By:______________________________
Douglas L. White, City Attorney

RESOLUTION NO. 26-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIXON APPROVING AN EMPLOYMENT AGREEMENT WITH MELISSA EADS FOR THE POSITION OF CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, City Manager Jim Lindley has announced his retirement effective July 31, 2026; and

WHEREAS, the City Council desires to ensure a seamless leadership transition and continuity of operations for the City of Dixon; and

WHEREAS, the City Council directed the City Attorney to negotiate the terms of an Employment Agreement with Assistant City Manager Melissa Eads for appointment as City Manager; and

WHEREAS, Ms. Eads possesses more than twenty years of local government experience, including service as City Administrator for the Cities of Sonora and Angels Camp and as Executive Director of the Calaveras Council of Governments; and

WHEREAS, since joining the City of Dixon as Assistant City Manager, Ms. Eads has worked closely with the City Manager and City Council to support the implementation of Council priorities, coordinate strategic initiatives, and address organizational and community needs; and

WHEREAS, the City Council finds that Ms. Eads' executive leadership experience, fiscal management expertise, and familiarity with the City's operations and strategic priorities make her well qualified to serve as City Manager.

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

1. The City Council hereby approves the Employment Agreement between the City of Dixon and Melissa Eads for the position of City Manager, attached hereto as Exhibit A and incorporated herein by this reference.
2. The Mayor is authorized to execute the Employment Agreement on behalf of the City.

BE IT FURTHER RESOLVED, that the City of Dixon Fiscal Year Budget 2026-27 is amended by ($216,843)

Account	Name	Current Budget	Adjustment	New Budget
100-11200-511000-00000	Salaries/Wages	818,726	37,510	856,236
100-11200-511700-00000	Auto Allowance	12,000	(6,600)	5,400
100-11200-512100-00000	Medicare	12,999	30	13,029
100-11200-512200-00000	Retirement	78,982	1,918	80,900
100-11200-512600-00000	Worker's Comp Insurance	2,066	37	2,103
100-11400-511000-00000	Salaries/Wages	1,352,914	(191,408)	1,161,506
100-11400-512100-00000	Medicare	22,455	(3,129)	19,326
100-11400-512200-00000	Retirement	116,056	(28,365)	87,691
100-11400-512300-00000	Disability Insurance	4,977	(477)	4,500
100-11400-512400-00000	Health Insurance	189,726	(24,230)	165,496
100-11400-512420-00000	Dental Insurance	13,706	(1,367)	12,339
100-11400-512430-00000	Vision Insurance	2,706	(262)	2,444
100-11400-512600-00000	Worker's Comp Insurance	3,714	(500)	3,214
		Net General Fund Impact	(216,843)	

PASSED AND ADOPTED AS A RESOLUTION AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DIXON ON JULY 7, 2026.

AYES: Bogue, Ernest, Bird
NOES: None
ABSTAIN: None
ABSENT: Hendershot, Johnson

ATTEST:

Kristin M. Janisch

Kristin M. Janisch
Elected City Clerk

Steven C. Bird
Mayor

26-143

RESOLUTION NO. ____________

DATE: JUL 0 7 2026