

CITY OF BELVEDERE
RESOLUTION NO. 2024-18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELVEDERE
AMENDING THE CONTRACT OF THE CITY MANAGER
AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT WITH
ROBERT ZADNIK ON BEHALF OF THE CITY**

WHEREAS, Robert Zadnik has served the City of Belvedere as its City Manager since June 17, 2022; and

WHEREAS, the City Council completed the City Manager's annual performance evaluation in May 2024; and

WHEREAS, pursuant to requirements of AB 1344, the Employment Agreement ("Agreement") for Robert Zadnik is hereby amended to reflect changes to his compensation (Section 4 of the Agreement) and the City's contributions to his deferred compensation account (Section 5 of the Agreement); and

WHEREAS, all other terms and conditions of the Agreement remain unchanged; and

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

1. Robert Zadnik will continue in the position of City Manager.
2. The Mayor is hereby authorized on behalf of the City to execute an amendment with Mr. Zadnik, a copy of which agreement is attached hereto as Exhibit A, delineating the changes in conditions of his employment as City Manager.

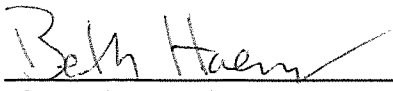
PASSED AND ADOPTED at a regular meeting of the City Council of the City Of Belvedere on June 10, 2024, by the following vote:

AYES: Cooper, Kemnitzer, Wilkinson, Mayor Mark
NOES: None
ABSENT: Lynch
ABSTAIN: None

APPROVED: _____


Peter Mark, Mayor

ATTEST: _____


Beth Haener, City Clerk

**FIRST AMENDMENT
TO THE EMPLOYMENT CONTRACT BETWEEN THE CITY OF BELVEDERE AND ROBERT
ZADNIK**

The Employment Agreement ("Agreement") dated June 17, 2022, by and between the City of Belvedere (hereinafter referred to as "City") and Robert Zadnik (hereinafter referred to as "Employee" or "Zadnik"), is hereby amended as set forth below. This Amendment is effective as of June 17, 2024. All other provisions of the Agreement shall remain the same except as set forth herein.

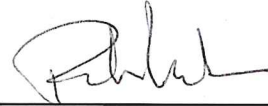
Sections 4 and 5 of the Agreement are amended to read as follows:

4. COMPENSATION. Effective June 17, 2024, Employee shall receive an annual base salary of \$225,000 (Two Hundred Twenty-five Thousand Dollars), or \$18,750 (Eighteen Thousand Seven Hundred and Fifty Dollars) per month, which shall be paid on the same pay warrant schedule as other salaried employees of the City are paid. In addition, on or after September 17, 2024, as delegated by the City Council by this Agreement, the Mayor may authorize the payment of a one-time performance bonus of up to \$5,000 to Employee based on the Mayor's further evaluation of Employee's performance after June 17, 2024; if authorized, the Mayor shall provide written approval of the performance bonus to the City's Director of Administrative Services. Employee shall be entitled to participate in all City benefit programs consistent with other management-level employees. The City will provide Employee life insurance of \$100,000 during his employment with the City. On the first anniversary of the Effective Date (June 17, 2025), Employee's annual base salary will be adjusted to \$238,500 (Two Hundred Thirty-eight Thousand Five Hundred Dollars) or \$19,875 (Nineteen Thousand Eight Hundred Seventy-Five Dollars) per month. On the first anniversary of the Effective Date, the City and Employee may also review and negotiate the car allowance, deferred compensation, vacation, and administrative leave provided under this Agreement. Thereafter, the Employee's salary and other benefits shall be reviewed by the City Council in conjunction with an annual performance evaluation and may be adjusted to such extent as the City Council may determine desirable and appropriate to do, and subject to the requirements of AB 1344 regarding contracts for public employees.

5. CAR ALLOWANCE/DEFERRED COMPENSATION. The City agrees to provide Employee a car allowance in the form of \$417 gross payment per month, subject to tax and withholding. Employee may choose to forego all or part of the car allowance, in which case he may elect to place said amount in a deferred compensation account. Effective June 17, 2024, the City agrees to provide the Employee an additional \$165 per month into the Employee's deferred compensation account, in addition to the amount the City contributes to the deferred compensation accounts held by other management-level employees.

CITY OF BELVEDERE

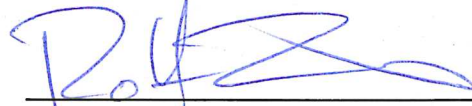
Dated: 6/10/2024



Peter Mark, Mayor

EMPLOYEE

Dated: 6/10/2024



Robert Zadnik, City Manager

ATTEST:



Beth Haener, City Clerk

APPROVED AS TO FORM:



Andrew Shen, City Attorney