

**CITY OF SEBASTOPOL CITY COUNCIL
AGENDA ITEM REPORT FOR MEETING OF: February 3, 2026**

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To: Honorable Mayor and City Councilmembers
From: Mary Gourley – Interim City Manager
 Kerrie McNally – Personnel Legal Counsel
 Deborah Muchmore – Human Resources Advisor
Subject: Approval of Contract/ Employment Agreement for Director of Public Works

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RECOMMENDATION:

Staff recommend the Sebastopol City Council approve the employment agreement for Director of Public Works between the City of Sebastopol and Oriana Hart and authorize the Interim City Manager to execute the agreement on behalf of the City Council.

EXECUTIVE SUMMARY:

The item is to request the City Council approval of the employment agreement between the City of Sebastopol and Oriana Hart for the position of Director of Public Works. If approved, Ms. Hart will begin her three-year term on February 17, 2026. The agreement outlines salary and benefits consistent with other director-level positions in the region and includes provisions for vacation, sick leave, administrative leave, and severance. Ms. Hart has over twenty years of municipal public works and engineering oversight experience, with a strong background in water resources, capital project management, and community-focused leadership. The costs associated with this agreement are within the approved budget for the position.

BACKGROUND:

The City initiated recruitment for the Director of Public Works on August 13, 2025, following the retirement of the former Director of Public Works/City Engineer. As part of this transition, the previously combined position was separated to allow the recruitment to focus on a Director of Public Works responsible for overseeing day-to-day operations. This separation also recognizes that City Engineer functions are highly specialized and draw from a significantly smaller pool of qualified applicants; accordingly, the City Engineer role is currently provided through a contracted service.

A total of nine individuals applied for the position, with seven meeting the minimum qualifications. Four candidates were interviewed on October 30, 2025, by a diverse panel. The top three candidates were invited back for a second and final interview on November 11, 2025.

On December 1, the Interim City Manager selected Oriana Hart to serve as the City of Sebastopol’s Director of Public Works, pending approval of an employment agreement. This position is full-time and “at will,” serving at the discretion of the City Manager.

ANALYSIS:

If the employment agreement is approved, Ms. Hart will begin serving as the Director of Public Works on February 23, 2026. The agreement is for a three-year term ending on February 22, 2029.

The terms and conditions of the proposed agreement are comparable to those of other Director positions in the County of Sonoma. In addition to the standard terms and conditions, the Agreement provides for the following salary and benefits:

- Annual base salary will be \$157,408.

- Annually, the cost of living adjustment equal to the CPI percentage change of the San Francisco Area reported in April, not to exceed three (3) percent, effective July of each fiscal year.
- City provision of the same health plans (medical, dental, and vision) that are provided to other City management employees and City payment of that portion of the employee and dependent rate or premium as is determined by the City for all management employees.
- Director will be eligible to accrue vacation hours in accordance with the rules, caps, and maximums described in the City's Personnel Rules. Initially that accrual will be 10 working hours per month. Director will accrue sick leave as laid out in the City's Personnel Rules which currently provide 120 hours per year or 10 hours a month (4.6154 hours a pay period).
- In fiscal year ("FY") 25-26, the Director will be granted 33 hours of Administrative Leave. Beginning in FY 26-27, the Director will be granted a total of 100 hours Administrative Leave with pay during each fiscal year (50 hours accrued on July 1st and 50 hours accrued on January 1st.)
- Termination without cause and severance. Termination of the Director's employment without cause may be effected by the City Manager giving thirty (30) days' prior written notice to the Director. Upon such termination, the Director shall be entitled to additional salary equal to that which would accrue during thirty (30) calendar days following the Director's termination date, plus the cash equivalent of all accumulated vacation as of the day of termination. The Director's acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of the Director against the City arising out of his employment.

Ms. Hart is an experienced public works and environmental engineer with over twenty years in municipal leadership. She holds a master's in engineering (CSU Fullerton) and a bachelor's in Earth Science/Geophysics (UC Santa Cruz). Most recently, she served as Water Resources & Conservation Manager for the City of Petaluma; prior roles include CIP & Administrative Manager for the City of Sonoma and Storm Water Coordinator for Sonoma County, with earlier project leadership at Dutra Dredging and technical work at USGS. Oriana is a Sebastopol resident, known for her hands-on leadership and commitment to community-focused infrastructure.

BUDGET COMMITTEE REVIEW:

Not Applicable

CITY COUNCIL GOALS/PRIORITIES; AND/OR GENERAL PLAN CONSISTENCY:

This agenda item represents the City Council goals/priorities as follows:

Goal 4. HIGH PERFORMANCE ORGANIZATION
 Restoring public trust
 Improve Public Communications

COMMUNITY OUTREACH:

This item has been noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date. The City has also used social media to promote and advertise the City Council Meeting Agenda Items.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipate receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

FISCAL IMPACT:

The costs associated with the employment agreement are fully funded within the Council-approved budget for the Director of Public Works position. Additionally, insurance premiums of 8.92% in Workers' Compensation (approximately \$14,041) and a 7.87% in General Liability (approximately \$12,388), totaling \$26,429—are also already included in the Public Works budget.

Department	Current	Estimated Work Comp 8.92%	Future Estimated General Liab 7.87%	Future Estimated W/C & Liability Total 16.79%
Public Works	157,408	14,041	12,388	26,429
Total	157,408	14,041	12,388	26,429

OPTIONS:

1. Approve the Employment Agreement as presented.
2. Approve the Employment Agreement, providing staff direction to effect changes.
3. Do not approve the Employment Agreement and direct staff to continue the recruitment process.

ATTACHMENTS:

Attachment 1: Employment Agreement
Resolution

APPROVALS:

Department Head Approval: Approval Date: 12/3/25

CEQA Determination (Planning): Approval Date: N/A

The proposed action is / is not exempt from the requirements of the California Environmental Quality Act (CEQA)

Administrative Services/Financial Approval: Approval Date: 1/5/26

Costs authorized in City Approved Budget: ☒ Yes ☐ No ☐ N/A

Account Code (f applicable) _____

City Attorney Approval: Approval Date: 1/21/26

City Manager Approval: Approval Date: 1/21/26

EMPLOYMENT AGREEMENT—DIRECTOR OF PUBLIC WORKS

CITY OF SEBASTOPOL

This Agreement (“Agreement”) is entered into on February 23, 2026, by and between the CITY OF SEBASTOPOL, a municipal corporation (“City”), and ORIANA HART (“Director” together with the City “the Parties”).

1. EMPLOYMENT.

City Manager, by its City Council, hereby employs Director to serve as Sebastopol’s Director of Public Works, which is an “at will” position excluded from the classified service. Director understands and agrees that she has no constitutionally protected property or other interest in her employment as the Sebastopol Director of Public Works. Director understands and agrees that she serves at the pleasure of the City Manager and may be terminated or asked to resign at any time, with or without cause.

2. TERM/TERMINATION/SEVERANCE.

A. The term of this Agreement shall begin on February 23, 2026, and shall remain in effect for three years unless terminated pursuant to this Agreement. The term of this Agreement may be extended thereafter by mutual written agreement.

B. Resignation. Director may terminate her employment by delivering to the City Manager a written resignation which will become effective sixty days (60) following delivery of the resignation unless waived by the City Manager. From the date upon which Director resigns until the actual date upon which the resignation becomes effective, Director shall continue to devote her full time, attention, and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner.

C. Mutual Agreement. The Parties may mutually agree to terminate the employment of Director. Upon agreement to terminate the employment of the Director and until the effective date of the termination of this Agreement, Director shall continue to devote her full time, attention, and effort to the duties anticipated hereunder and shall perform the same in a professional and competent manner.

D. Termination Without Cause & Severance. Termination of Director’s employment without cause may be affected by the City Manager giving thirty (30) days’ prior written notice to Director. Upon such termination, Director shall be entitled to additional salary equal to that which would accrue during thirty (30) calendar days following the Director’s termination date plus the cash equivalent of all accumulated vacation as of the day of termination. Director’s acceptance of said severance pay shall constitute a final settlement and satisfaction of all claims of Director against the City arising out of her employment.

E. Termination With Cause. The City Manager may terminate Director’s employment for cause at any time by giving notice of termination and an opportunity to respond to the allegations prior to termination. Cause includes, but is not limited to: unauthorized absence; conviction of a felony or

of any criminal act involving moral turpitude; hostile and discourteous treatment of employees; mismanagement of City funds; conduct which brings discredit to the City; disorderly conduct; incapacity due to mental or physical disability to the extent permitted by law; willful concealment or misrepresentation of material facts in applying for or securing employment; willful disregard of a lawful order from a duly constituted authority; willful disregard of a City policy and/or laws regarding the confidentiality of records; using, being in possession of, or being under the influence of or abuse of alcohol, narcotics, intoxicants, drugs, or hallucinatory agents during working hours or reporting to work under such conditions; negligence or willful damage to public property or waste or theft of public supplies or equipment; repeated refusal to comply with a proper directives of the City Manager; falsification of any records; making material dishonest work-related statement to other employees at work or committing perjury; willful carelessness or violation of safety rules and regulations which jeopardize the safety of others and/or which could result in bodily injury to others or damage to City property; and sexual or other unlawful harassment of or unlawful discrimination against another employee or applicant for employment, or volunteer or intern.

3. DUTIES.

The City employs Director to provide any and all work necessary to act as Director of Public Works as set forth in the Director of Public Works job classification specification attached and incorporated herein as Exhibit A, which may be amended by Council action from time to time. Director shall be a department head of the City and be responsible to the City Manager for the proper administration of all affairs and day-to-day activities of the staff and operations of the Public Works Department.

4. COMPENSATION.

During her term of employment, Director's base annual salary shall be \$157,408. This amount is subject to authorized and required deductions and withholdings and is paid on the City's regular paydays every two weeks. Director may be considered for an advancement along the salary range of the position based successful performance per the City's Personnel Rules Article V Section B. Effective July 1 of each year during the term of this Agreement, Director shall receive a cost of living adjustment equal to the CPI percentage change of the San Francisco-Oakland-Hayward, CA area reported in April, not to exceed three (3) percent. Director is an exempt employee under applicable wage and hour law and her base salary shall be constitute complete compensation for all hours worked.

The City shall also provide to Director a cellular telephone and laptop at City expense which shall remain the property of the City.

5. WORKING HOURS

Per the City's Personnel Rules Article VII Section B., all City offices must be open to the public from 7:00 a.m. to 12:00 p.m. and 12:30 p.m. to 5:30 p.m., Monday through Thursday. City Hall and Public Works are closed from 12:00 p.m. to 12:30 p.m. for lunch. The Director is an exempt employee and is expected to maintain availability during these hours and ensure adequate departmental coverage to the public to ensure operational continuity. The Director must be regularly present and always accessible during the City's designated office hours. Additionally,

the Director is also expected to be available outside of standard business hours as needed to address urgent matters, attend meetings, and support City operations.

6. BENEFITS

Director shall receive the following benefits:

CalPERS Retirement Plan Membership: CalPERS determines a member's retirement level.

Tier 1 – Classic Miscellaneous

- Formula: 2% at age 55
- Final Compensation: Based on a one-year average
- Employee Contribution: 7% of the normal cost

Tier 2 – PEPRA Miscellaneous

- Formula: 2% at age 62
- Final Compensation: Based on a three-year average
- Employee Contribution: 50% of the normal cost (as determined by CalPERS). FY 2025–26 Contribution Rate: 7.75%
- Health Insurance: City-paid Kaiser HMO with the option for Director to pay the difference and enroll in Anthem Blue Cross Health Plan instead. If Director provides proof of other health coverage and chooses not to enroll in health care through the City of Sebastopol, Director will be eligible for 20% of the plan Director qualifies for as an in-lieu payment.
- Dental and Vision Coverage: The City will provide dental and vision insurance for Director and her eligible dependents, without premium cost to Employee.
- Sick Leave: Director will accrue sick leave as laid out in the City's Personnel Rules which currently provide 120 hours per year or 10 hours a month (4.6154 hours a pay period).
- Vacation: Director will be eligible to accrue vacation hours in accordance with the City's Personnel Rules, initially the accrual will be 10 working hours per month. During the first three months of employment, Director will accrue vacation hours, however, Director may not access or use accrued vacation. Further, vacation accruals will not be reflected on Director's paystub during the first three months of employment.
- Administrative Leave: In fiscal year ("FY") 2025-26, Director will be granted 33 hours of Administrative Leave. Beginning in FY 2026-27 and each fiscal year thereafter, Director will be granted a total of 100 hours Administrative Leave with pay (50 hours accrued on July 1st and 50 hours accrued on January 1st). Director may use this time to take paid leave from work. In the first full pay period of June of each fiscal year, the City will pay out the balance in your Administrative Leave accrual bank or 40 hours, whichever is smaller. Any balance left in the bank will not carry over from year to year.
- Holidays. The City observes 15 holidays. A list of holidays can be found in the attached City Personnel Rules.
- Professional Development. The Council values professional development and it will be considered as the budget allows.

7. EVALUATION.

Director shall receive initial performance evaluations from the City Manager after completing six months and twelve months of employment. Thereafter, Director shall receive an

annual evaluation every 12 months. Copies of such performance evaluations shall be placed in the Director's personnel file. Performance evaluations must include objectives and goals for the coming evaluation period.

8. PROFESSIONAL MEETINGS.

Director is expected to represent the City at appropriate professional local and state meetings and conferences approved by the City Manager at no cost to Director.

9. REIMBURSEMENT OF EXPENSES.

Director shall comply with City's Purchasing Ordinance with respect to legitimate expenses incurred in the course and scope of Director's employment, and the City will pay for or reimburse as appropriate actual and necessary expenses incurred by Director while acting in the course and scope of their employment, in compliance with the City's policies, and as approved by the City Manager. Expenses regarding membership in professional organizations shall be permitted as an expense if budgeted and authorized in advance by the City Manager.

10. INDEMNIFICATION.

City agrees to indemnify, defend, and hold harmless Director against any and all claims and legal actions against Director pursuant to Government Code Section 825.

11. ENTIRE AGREEMENT.

The Parties agree that this Agreement contains all the agreements of the Parties and cannot be amended or modified except by written amendment or agreement.

12. NOTICES.

Any notices pursuant to this Agreement shall be sent by regular mail addressed as follows:

- A. City: Mary Gourley, 7120 Bodega Avenue, Sebastopol, CA 95472.
- B. Director: Oriana Hart, Address on File, Sebastopol, CA 95472

13. INTERPRETATION OF AGREEMENT AND FORUM.

This Agreement shall be construed and interpreted in accordance with the laws of California. In the event of any dispute arising from this Agreement, the forum for judicial review shall be the Superior Court, Sonoma County.

14. SEVERABILITY.

If any provision or portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder shall be deemed severable and shall not be affected and shall remain in full force and effect insofar as possible.

15. SURVIVAL.

Many sections of this Agreement are intended by their terms to survive termination of Director, including but not limited to sections regarding separation or termination of Director. Such sections shall survive termination of employment and termination of this Agreement.

16. AMENDMENTS.

This Agreement may be amended from time to time by mutual agreement of the Parties. Any amendments are to be negotiated, reduced to writing, and adopted by the City Council.

17. CONFLICT OF INTEREST.

Director shall not engage in any business or transaction or 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 independent judgment or action in the performance of official duties. Director shall also be subject to conflict-of-interest provisions of the Political Reform Act of 1974 and Government Code section 1090 as applicable to Director's employment.

18. EXECUTION.

In witness whereof, the parties have executed this Agreement as of the day and year first above written.

INTERIM CITY MANAGER

Mary Gourley

DIRECTOR OF PUBLIC WORKS

Oriana Hart

Approved as to form:

Alex Mog, City Attorney

RESOLUTION NUMBER: XXXX-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SEBASTOPOL AND ORIANA HART DIRECTOR OF PUBLIC WORKS ON BEHALF OF THE CITY COUNCIL.

WHEREAS, the City initiated recruitment for the Director of Public Works position on August 13, 2025. A total of nine individuals applied, and seven met the minimum qualifications. Four candidates were interviewed on October 30, 2025, by a diverse panel; and

WHEREAS, on December 1, the Interim City Manager selected Oriana Hart to serve as the City of Sebastopol's Public Works Director, pending approval of an employment agreement. This position is full-time and "at will," serving at the discretion of the City Manager; and

WHEREAS, Ms. Hart is an experienced public works and environmental engineer with over twenty years of experience in municipal leadership. She holds a master's in engineering (CSU Fullerton) and a bachelor's in Earth Science/Geophysics (UC Santa Cruz). Most recently, she served as Water Resources & Conservation Manager for the City of Petaluma; prior roles include CIP & Administrative Manager for the City of Sonoma and Storm Water Coordinator for Sonoma County, with earlier project leadership at Dutra Dredging and technical work at USGS. Oriana is a Sebastopol resident, known for her hands-on leadership and commitment to community-focused infrastructure; and

WHEREAS, the costs associated with the employment agreement are within the Council-approved budget for the Director of Public Works position.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol hereby authorizes the Interim City Manager to execute the employment agreement for Director of Public Works between the City of Sebastopol and Oriana Hart, and authorize the Interim City Manager to execute the agreement on behalf of the City Council.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the _____ day of _____ 2026

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED:

Jill McLewis, Mayor

ATTEST:

Mary Gourley, Interim City Manager/Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM:

Alex Mog, City Attorney