RESOLUTION NO. 3888-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING A FIRST AMENDMENT TO THE TOWN MANAGER EMPLOYMENT AGREEMENT WITH JONATHAN DAVIS

WHEREAS, on August 15, 2022, the Town Council approved an Employment Agreement ("Employment Agreement") with Jonathan Davis for the position of Town Manager; and

WHEREAS, Section 5(C) and Section 9 of the Employment Agreement states that the Town Council may consider salary increases for Mr. Davis annually; and

WHEREAS, on September 25, 2023, the Town Council conducted Mr. Davis' performance evaluation and reported that "The Council highly values Town Manager Davis and unanimously concluded that he is doing a great job"; and

WHEREAS, pursuant to Section 5(C) and Section 9 of the Employment Agreement, and in recognition of the positive performance evaluation, the Town Council desires to provide Mr. Davis a salary increase of six percent (6%), bringing his annual base salary to Two Hundred Nineteen Thousand Eight Hundred Fifty-Three Dollars and Twelve Cents ($219,853.12); and

WHEREAS, the salary increase will be effective on the anniversary date of the Employment Agreement, August 15, 2023.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Windsor does hereby approve the attached First Amendment to the Town Manager Employment Agreement between the Town and Jonathan Davis for the position of Town Manager, substantially in the form attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Town Council does hereby authorize the Mayor to execute the First Amendment.

PASSED, APPROVED AND ADOPTED this 4th day of October 2023, by the following vote:

AYES:	**COUNCILMEMBERS FUDGE, POTTER, WALL, VICE MAYOR SALMON AND MAYOR REYNOZA**
NOES:	**NONE**
ABSTAIN:	**NONE**
ABSENT:	**NONE**

ROSA REYNOZA, MAYOR

ATTEST:

IRENE CAMACHO-WERBY, TOWN CLERK

Attachment:

- **Exhibit A** – First Amendment to the Town Manager Employment Agreement

FIRST AMENDMENT TO TOWN MANAGER EMPLOYMENT AGREEMENT

This First Amendment to Town Manager Employment Agreement ("Amendment") is between the TOWN OF WINDSOR ("Employer" or "Town"), acting for itself and on behalf of the Town of Windsor Water District and the Windsor Redevelopment Successor Agency, and Jonathan Davis ("Employee"), and is entered into as of October 4, 2023 ("Effective Date"). Employer and Employee are referred to collectively herein as the "Parties" and individually as a "Party."

RECITALS

WHEREAS, on August 15, 2022, the Town Council approved an Employment Agreement ("Employment Agreement") with Employee for the position of Town Manager; and

WHEREAS, Section 5(C) of the Employment Agreement states that Employer may consider salary increases for Employee annually; and

WHEREAS, on September 25, 2023, the Town Council conducted Employee's performance evaluation and reported that "The Council highly values Town Manager Davis and unanimously concluded that he is doing a great job;" and

WHEREAS, pursuant to Section 5(C) of the Employment Agreement, and in recognition of the positive performance evaluation, Employer desires to provide Employee a salary increase of six percent (6%); and

WHEREAS, the salary increase will be effective on the anniversary date of the Employment Agreement, August 15, 2023.

NOW, THEREFORE, the Town Council, as appointing authority power, and Jonathan Davis, in consideration of the mutual covenants herein contained and in accordance with the terms and conditions described in this Amendment, agree in writing as follows:

1. Section 5, "Salary," Subsection 5(A) of the Employment Agreement is amended to read as follows, reflecting a six percent (6%) salary increase:

> "A. Effective August 15, 2023, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Town Manager a base salary of Two Hundred Nineteen Thousand Eight Hundred Fifty-Three Dollars and Twelve Cents ($219,853.12) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding."

2. Except as amended by this Amendment, all terms and conditions of the Employment Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Amendment to be signed and executed on its behalf by its Mayor and duly attested by the Town Clerk. It has also been executed by the Employee.

Rosa Reyoza, Mayor
Town of Windsor

Jonathan Davis
Employee

Attest:

Irene Camacho-Werby, Town Clerk

10/18/2023
Date

Approved as to Form:

Jose M. Sanchez, Town Attorney

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