**RESOLUTION NO. 4049-25**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING A THIRD 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) of the Employment Agreement states that the Town Council may consider salary increases for Mr. Davis annually; and

**WHEREAS,** on October 4, 2023, the Town Council approved a First Amendment to the Employment Agreement reflecting a salary increase after a positive performance evaluation; and

**WHEREAS,** on November 20, 2024, the Council approved a Second Amendment to the Employment Agreement reflecting a salary increase after another annual performance evaluation; and

**WHEREAS,** on September 17, 2025, the Town Council conducted Mr. Davis's annual performance evaluation and concluded that "Mr. Davis has continued to do a great job." The Council considered many accomplishments Mr. Davis and the Town Staff performed over the last year; and

**WHEREAS,** although the Employment Agreement does allow the Council to consider merit-based salary increases as part of the annual performance review, Mr. Davis only requested the same cost of living adjustments ("COLA") that all other Windsor employees received. The Council recently approved agreements with all employee bargaining groups, which provided employees with a 6% COLA on July 1, 2025, a 3.5% COLA effective July 1,2026, and a 3.5% COLA effective July 1, 2027; and

**WHEREAS,** the attached Third Amendment to the Employment Agreement increases the Town Manager's salary by providing the same COLAs that all Town Employees received. The Third Amendment would continue the past practice of the Town Council of providing the Town Manager with similar COLAs as all other Town employees; and

**WHEREAS,** the Third Amendment will increase the Town Manager's compensation from $247,428.24 to $262,273.93 to reflect a 6% COLA effective July 1, 2025. The Town Manager would receive a COLA of 3.5% effective July 1, 2026, for a new salary of $271,453.52, and a COLA of 3.5% effective July 1, 2027, for a new salary of $280,954.39. These increases reflect the same cost of living increases that all other Town employees will be receiving.

**NOW, THEREFORE BE IT RESOLVED** that the Town Council of the Town of Windsor does hereby approve the attached Third 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 Third Amendment.

**PASSED, APPROVED AND ADOPTED this 1st day of October 2025, by the following vote:**

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

**ROSA REYNOZA, MAYOR**

**ATTEST:**

**IRENE CAMACHO-WERBY, TOWN CLERK**

**Attachment:**

- **Exhibit A** – Third Amendment to Windsor Town Manager Employment Agreement

# THIRD AMENDMENT TO
# TOWN MANAGER
# EMPLOYMENT AGREEMENT

This Third Amendment to Town Manager Employment Agreement ("Third 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 1, 2025 ("Effective Date"). Employer and Employee are referred to collectively herein as the "Parties" and individually as a "Party."

## RECITALS

**WHEREAS**, Employer and Employee entered into an Employment Agreement ("Employment Agreement") to have Employee serve as Town Manager effective August 15, 2022; and

**WHEREAS**, Section 5 authorizes the Employer to consider salary increases for Employee annually; and

**WHEREAS**, on October 4, 2023, the Town Council approved a First Amendment to the Employment Agreement reflecting a salary increase after a positive performance evaluation; and

**WHEREAS**, on November 20, 2024, the Council approved a Second Amendment to the Employment Agreement reflecting a salary increase after another annual performance evaluation; and

**WHEREAS,** on September 17, 2025, the Town Council conducted Employee's annual performance evaluation and concluded that "Mr. Davis has continued to do a great job." The Council considered many accomplishments Mr. Davis and the Town Staff performed over the last year; and

**WHEREAS**, although the Employment Agreement does allow the Council to consider merit-based salary increases as part of the annual performance review, Employee only requested the same cost of living adjustments ("COLA") that all other Windsor employees received at this time. The Council recently approved agreements with all employee bargaining groups, which provided employees with a six percent (6%) COLA on July 1, 2025, a three and one-half percent (3.5%) COLA effective July 1, 2026, and a three and one-half percent (3.5%) COLA effective July 1, 2027; and

**WHEREAS**, pursuant to Section 5(C) of the Employment Agreement, and in recognition of the positive performance evaluation, this Third Amendment increases Employee's salary by providing the same COLA of six prevent (6%) effective July 1, 2025, a three and one-half percent (3.5%) COLA effective July 1, 2026, and a three and one-half percent (3.5%) COLA effective July 1, 2027; and.

**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 Third Amendment, agree in writing as follows:

1. Section 5, "Salary," of the Employment Agreement is amended to read as follows:

   "A. Effective July 1, 2025, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Town Manager a base salary of Two Hundred Sixty-Two Thousand Two Hundred Seventy-Three Dollars and Ninety-Three ($262,273.93) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding. This reflects a six percent (6%) cost-of-living adjustment similar to what all Town employees received.

   B. Effective July 1, 2026, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Town Manager a base salary of Two Hundred Seventy-One Thousand Four Hundred Fifty-Three Dollars and Fifty-Two Cents ($271,453.52) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding. This reflects a three and one-half percent (3.5%) cost-of-living adjustment similar to what all Town employees will receive.

   C. Effective July 1, 2027, Employer agrees to pay Employee for his services rendered pursuant to this Agreement as Town Manager a base salary of Two Hundred Eighty Thousand Nine Hundred Fifty-Four Dollars and Thirty-Nine Cents ($280,954.39) per annum, payable in bi-weekly installments at the same time as other employees of the Town are paid and subject to customary withholding. This reflects a three and one-half percent (3.5%) cost-of-living adjustment similar to what all Town employees will receive.

   D. In addition to the compensation increases in Sections 5(B) and 5(C), the Town Council shall evaluate Employee's performance at least annually and may consider increasing Employee's salary pursuant to Section 9 of this Agreement. Any increases in Employee's salary, other than the increases in Sections 5(B) and 5(C), must be approved by a resolution of the Town Council."

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

**IN WITNESS WHEREOF**, Employer has caused this Third 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 Employee.

Rosa Reynoza, Mayor
Town of Windsor

Jonathan Davis
Employee

Attest:

Irene Camacho-Werby, Town Clerk

Approved as to Form:

Jose M. Sanchez, Town Attorney