



City of Warrenton City Commission
Work Session Agenda
Friday, August 21, 2026 – 3:00 PM
City Hall, 225 S. Main, Warrenton, OR 97146

*****The meeting will be broadcast via Zoom at the following link*****

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

- 1. Call to Order**
- 2. Roll Call**
- 3. Business Items**
 - A. Consideration of City Manager Contract Fifth Amendment
- 4. Adjournment**

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Hanna Bentley, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

**CITY MANAGER
FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT (“Fifth Amendment”) made and entered into this ____ day of _____, 2026, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called “City” and Esther Moberg, hereinafter called “Manager.”

RECITALS:

WHEREAS, City employs Manager as its City Manager pursuant to the Employment Agreement entered into by and between City and Manager on August 5, 2022, and attached to this Fifth Amendment as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, City and Manager amended the Employment Agreement on April 25, 2023 (“First Amendment”), on November 14, 2023 (“Second Amendment”), on June 24, 2024 (“Third Amendment”), and on September 25, 2025 (“Fourth Amendment”) (collectively, the “Amendments”), which are attached to this Fifth Amendment as Exhibits 2, 3, 4, and 5, respectively, and are incorporated herein by this reference; and

WHEREAS, City and Manager desire to amend the Employment Agreement, as amended by the Amendments, as follows.

AGREEMENT

SECTION 1. AMENDED TERMS

The parties agree to amend Section 2.2 of the Employment Agreement, as amended by the Amendments, to read as follows:

“2.2 Length of Agreement. This Agreement shall be in effect September 19, 2022, and extend through August 30, 2027.”

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SECTION 2. UNAMENDED TERMS

All terms of the Employment Agreement, as amended by the Amendments, that are not specifically amended by this Fifth Amendment shall continue in full force and effect.

For the City:

Henry A. Balensifer III
Mayor, City of Warrenton

Esther Moberg
City Manager, City of Warrenton

Date: _____

Date: _____

**CITY MANAGER
FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT ("Fourth Amendment") made and entered into this 24 day of Sept., 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "City" and Esther Moberg, hereinafter called "Manager."

RECITALS:

WHEREAS, City employs Manager as its City Manager pursuant to the Employment Agreement entered into by and between City and Manager on August 5, 2022, and attached to this Fourth Amendment as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, City and Manager amended the Employment Agreement on April 25, 2023 ("First Amendment"), and on November 14, 2023, ("Second Amendment"), and on June 24, 2024, ("Third Amendment") which are attached to this Fourth Amendment as Exhibits 2, 3, and 4, respectively, and are incorporated herein by this reference; and

WHEREAS, City and Manager desire to amend the Third Amendment as follows.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Manager agree as follows:

SECTION 1. AMENDED TERMS

1.1 The parties agree to amend Section 4.1 of the Employment Agreement, as amended by the First, Second, and Third Amendments, as follows:

"Effective on and retroactive to July 1, 2024, the City agrees to pay the Manager an annual salary of one hundred and twenty-eight thousand dollars (\$128,000) payable on the same schedule as other employees of the City are paid. Manager shall be entitled to receive a Cost of Living Adjustment (COLA) to her salary in the same manner as and in the amount equal to the highest COLA granted to bargaining unit-represented City employees.

The City may increase, but not decrease, the Manager's compensation without the need to amend this Agreement. The Manager compensation may be adjusted based on merit in conjunction with an evaluation conduction pursuant to Section 5.

Upon receipt of Manager's Masters in Public Administration, Manager's annual salary shall be increased by five thousand dollars (\$5,000)."

SECTION 2. UNAMENDED TERMS

All terms of the Employment Agreement, as amended by the First, Second, and Third Amendments, that are not specifically amended by this Fourth Amendment shall continue in full force and effect.

For the City:



Henry A. Balensifer III
Mayor, City of Warrenton

Date: Sept. 24, 2024



Esther Moberg
City Manager, City of Warrenton

Date: 9/25/2024

**CITY MANAGER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into this August 5, 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "City" and Esther Moberg, hereinafter called "Manager."

WITNESSETH:

City desires to employ the services of Manager as City Manager of the City of Warrenton as provided by the Charter of the City of Warrenton and Esther Moberg desires to accept said employment as the City Manager for the City of Warrenton, Oregon.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Manager agree as follows:

SECTION 1. EMPLOYMENT, DUTIES AND AUTHORITY

Manager shall perform all duties required of the position of City Manager, including but not limited to, those duties and responsibilities outlined in the City Charter, in the job description attached hereto and incorporated in here as Exhibit A, and any other duties and responsibilities authorized or directed by City Commission. At the discretion of the Manager, any duties described above may be delegated to subordinate employees as appropriate. In performance of all duties and responsibilities, Manager shall abide by the policies, rules and directives of City Commission, shall inform City Commission before making any major decisions, and shall perform such duties and responsibilities in accordance with the Charter, ordinances of the City of Warrenton and laws of the State of Oregon and the United States. Manager shall abide by all the terms and conditions contained in the current Personnel Resolution of the City of Warrenton, as amended from time to time, or other personnel regulations. In the event of a conflict between the Personnel Resolution or the regulations of this Agreement, this Agreement shall control.

SECTION 2. TERM

2.1 At-Will Employment. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Commission to terminate the services of the Manager at any time, from her position with the City, subject only to the provisions set forth in this Agreement.

2.2 Length of Agreement. This Agreement shall be in effect September 19, 2022 and extend through August 30, 2024. By mutual written agreement this Agreement may be extended for an additional two (2) year term.

SECTION 3. TERMINATION AND SEVERANCE

3.1 Termination without Cause. This Agreement may be terminated by either the City or Manager for any reason whatsoever.

3.2 Termination for Cause. Manager's employment with the City may be terminated immediately in the sole discretion of the City (acting by and through its City Commission) upon the occurrence of any of the following events:

- a. Manager fails or refuses to comply with the written policies, standards, and regulations of the City that are now in existence or that may, from time to time be established;
- b. The City has reasonable cause to believe Manager has committed fraud, misappropriated City funds, goods or services to either her own or some other private third party's benefit and/or other act(s) of misconduct which the City Commission believes is/are detrimental to the City and/or its interests;
- c. The Manager fails to comply with the residency terms outlined below;
- d. The Manager is unable to perform her job functions.

3.3 Not For Cause Termination. In the event Manager is involuntarily terminated by the City before the expiration of this Agreement (albeit Manager is willing and able to perform her duties) for reasons other than those set out above in subsection 3.2, then in that event, Manager shall be entitled to (and City agrees to pay) a severance payment equal to the value of four (4) months' salary. After three (3) years of continuous service, the Manager shall be entitled to (and the City agrees to pay) a severance payment equal to the value of six (6) months of salary. Payment of the severance shall be made monthly, each payment being the value of one month's salary. The right to said payment shall cease if, during the period of the scheduled payments, Manager accepts employment with another employer. Manager has an affirmative obligation to notify the City upon acceptance of other employment. If the City does not renew the Agreement pursuant to subsection 2.2, the Agreement will be deemed expired, and no severance payment will be due.

3.4 Reduction in Salary. If the City reduces the salary or other financial benefits of Manager in greater percentage than an applicable across the board reduction for all City Department Heads, or if Manager resigns at the request of the City Commission (for reasons other than those set out in subsection 3.2), then Manager may deem this Agreement to be involuntarily terminated without cause and shall then be entitled to severance pay consistent with subsection 3.3 above.

3.5 Voluntary Resignation. If Manager voluntarily resigns her position with the City for any reason before expiration of this Agreement, then Manager shall give the City at least thirty (30) calendar days' written notice in advance, excluding accrued vacation, and Manager shall be available to serve during this period. The City Commission, however, shall have the discretion to decide whether Manager shall continue in his position during the notice period.

3.6 Accrued Leaves on Separation. Termination pursuant to subsection 3.3 or resignation pursuant to subsection 3.5 shall entitle Manager to a lump sum payment equivalent to all accrued and unused vacation within thirty (30) days of termination. If the City terminates Manager pursuant to subsection 3.2, Manager shall receive accrued and unused vacation.

SECTION 4. COMPENSATION

4.1 Compensation. The City agrees to pay the Manager an annual salary of one hundred twenty thousand dollars (\$120,000) payable on the same schedule as other employees of the City are paid. Manager shall be entitled to receive a Cost of Living Adjustment (COLA) to her salary in the same percentage amount and at the same time as may be given to City's Department Heads.

The City may increase, but not decrease, the Manager's compensation without the need to amend this Agreement. The Manager compensation may be adjusted based on merit in conjunction with an evaluation conduction pursuant to Section 5.

4.2 Expenses and Vehicle Allowance. City shall reimburse Manager for all actual and necessary expenses other than vehicle expenses, as provided in the budget and as necessary to perform assigned duties and responsibilities. Supporting vouchers and receipts shall be provided by Manager for such expenditures according to City procedures.

The City agrees to pay the Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, four hundred dollar (\$400) a month as a vehicle allowance to be used to purchase, lease, or own a vehicle and for related mileage expenses. If the Manager is required by her City employment to travel outside of Clatsop County on City business, the City shall reimburse her mileage at the IRS rate.

4.3 Cell Phone Allowance. The City agrees to either provide the Manager a cell phone or provide a cell phone allowance equal to that of other City employees and pursuant to City policy.

4.3 Professional Development and Organizations. The City encourages the Manager to attend the annual League of Oregon Cities (LOC) Conference, the spring and summer conferences for Oregon City/County Management Association (OCCMA), activities of the LOC, and conferences and meetings of state committees or commissions upon which the Manager serves as a member. City agrees to pay for attendance costs that may not be provided by OCCMA.

Attendance at out-of-state conferences and meetings, membership on state or national committees or commissions, and other official meetings or travel are reasonable for the professional advancement of the Manager. Such activities, however, requires prior approval by the City Commission. The City Commission, at its sole discretion, shall have the right to approve or disapprove such out-of-state membership or travel.

The City expressly authorizes membership of the Manager in ICMA, OCCMA, and shall pay Manager's membership fees to these organizations and any reasonable attendance costs at annual conferences and conventions associated with Manager's participation in ICMA, LOC, and OCCMA as approved in the City budget.

4.4 Warrenton Community Library fee. The City agrees to reimburse Employee for the annual out-of-city library card fee for the Warrenton Community Library each year.

SECTION 5. EVALUATION

The City Commission shall evaluate the Manager annually prior to or near the Commission's regularly scheduled meeting in February 2022, and each year thereafter. All evaluations shall be communicated to the Manager consistent with Oregon Public Meetings Law. Such an evaluation may include merit salary adjustments, if appropriate.

SECTION 6. BENEFITS

6.1 Health, Life, and Disability Insurance. The City agrees to provide health and life insurance for the Manager, spouse, and dependents under the same programs and policies as are provided for all other Department Heads.

6.2 Vacation. For the first three (3) years of employment Manager shall accrue vacation leave at a rate of eight (8) hours per month. Thereafter Manager, shall accrue vacation leave at the same rate as any other employee of her tenure.

6.3 Other Benefits. Except as expressly provided herein, Manager shall be entitled to all standard employee benefits as provided in the personnel policies of the City, or as may be otherwise agreed upon by both parties

SECTION 7. HOURS OF WORK AND OUTSIDE ACTIVITIES

The parties acknowledge that the performance of the duties of City Manager constitutes a full-time job. The City Manager does not have set hours of work as the City Manager is expected to be available at all times. However, it is also recognized that the Manager must devote a great deal of her time outside of normal office hours to the business of the City, and to that end the parties recognize that the Manager's schedule of work each day and week shall vary in accordance with the work required to be performed. Manager is an exempt professional from the overtime provisions of the federal Fair Labor Standards Act, and its counterpart in Oregon law.

SECTION 8. RESIDENCY REQUIREMENT

The Commission recognize the Manager currently lives locally and will not require the Manager to relocate within the City limits. However, the City does require the Manager to provide notice of her intent to relocate further away from the City prior to doing so. After receiving such notice, or if no notice is given, the City Commission may exercise its option to terminate the Agreement with cause and no severance compensation as set forth under subsection 3.3.

SECTION 9. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the City Charter, regulations and rules as they now exist, and hereafter may be amended, shall apply to the Manager as they would to other employees of the City, unless they conflict with the terms of this Agreement.

SECTION 10. GENERAL PROVISIONS

10.1 Professional Liability. The City agrees to defend, hold harmless and indemnify Manager from any and all demands, claims, suits, actions and legal proceedings brought against Manager in her individual capacity, or in her official capacity as agent and employee of the City, consistent with the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300).

10.2 Modification. Nothing shall restrict the ability of the City and Manager to amend or adjust the terms of this Agreement. However, no amendment or adjustment shall be valid unless in writing and signed by both the City and Manager. Manager reserves the right to discuss the terms of this Agreement with the City Commission as a whole in either closed Executive Session or open Regular Session in accordance with Oregon Public Meetings Law.

10.3 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

10.4 Rights and Duties. The rights and duties of the City and Manager shall survive the termination of this Agreement.

10.6 Integration. This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject

10.7 Bonding. City shall bear the full cost of any fidelity or other bonds required of Manager under any law or ordinance.

SECTION 11. NOTICES

Notices pursuant to this agreement shall be given by deposit into the custody of the United States Postal Service, by certified mail, postage paid and addressed as follows:

CITY:

ATTN: City Recorder
PO Box 250
Warrenton, OR 97146

AND

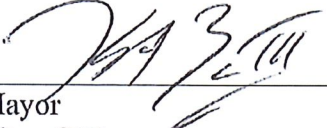
CITY ATTORNEY:
Beery Elsner & Hammond, LLP
Attn: Ashley Driscoll
1804 NE 45th Ave
Portland, OR 97213 AND

MANAGER:

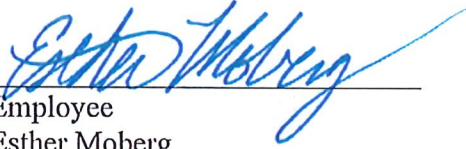
Esther Moberg
91012 Hwy 202
Astoria, OR 97103

Alternately, notices required pursuant to this agreement may be served personally in the same manner as is applicable to civil judicial practice. Notice shall be deemed to be given as of the date mailed or personally served.

IN WITNESS WHEREOF, the City of Warrenton has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Attorney and the Manager.



Mayor
City of Warrenton



Employee
Esther Moberg

ATTEST: 

APPROVED AS TO FORM:

Exhibit A

CITY OF WARRENTON CLASS SPECIFICATION

CITY MANAGER

DEFINITION

Under the general direction of the City Commission, directs and coordinates the activities of all City departments and implements policy as established by the City Commission.

DISTINGUISHING CHARACTERISTICS

The position of City Manager is established by City Charter and is the administrative head of the City.

EXAMPLES OF DUTIES

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties which are not listed below. Marginal duties (shown in *italics*) are those duties which are least likely to be essential functions for any single position in this class.

1. Meets with the City Commission in regular and special meetings, gives information and transmits special or regular reports covering the affairs and needs of the City and its varied issues of municipal operations; and advises Commission members in their deliberations on policy or legislative matters.
2. Meets with the public to provide information and assistance regarding City ordinances and policies; receives private citizen questions and complaints on a wide variety of issues and attempts to resolve problems to the satisfaction of all parties.
3. Directs staff in the administration of all ordinances and the provisions of all franchises, leases, contracts, permits, and privileges granted by the City.
4. Appoints and removes all City officers and employees except as otherwise provided by the City Charter; directly and through subordinate supervisors, directs and controls the work of City staff and City departments; assigns and transfers employees as necessary to obtain efficiency in City operations.
5. Administers the City personnel system including recruitment and selection, performance appraisals, collective bargaining, labor contract administration, grievance resolution and employee terminations.

City Manager
Job Description
Updated: 4/07

6. Supervises and participates in the preparation of the annual City budget as the Budget Officer; reviews and approves departmental budget requests for submission to the Commission as appropriate, submits the estimates of revenues and expenditures to the Budget Committee; prepares or directs the preparation of such special reports as the Budget Committee or City Commission may require.
7. Seeks out financial resources available to the City such as revenue sharing, economic development grants; supervises the preparation of special grant requests.
8. Meets with representatives of other cities, the county and other governmental agencies on varied problems involved in the coordination of City services and agreements with those of other governmental units; attends meetings of various bodies directly involved in the City's operation such as the Planning Commission and provides staff assistance where requested; corresponds with other governmental agencies, private groups, and individuals on varied aspects of City business.
9. Supervises the operation of all public utilities owned and operated by the City.
10. Serves as purchasing agent, approving purchase orders and payments.
11. Exercises general supervision over all City property.
12. Confers with City staff and others on varied operating and administrative problems, proposed and reviews departments plans, programs and procedures and suggests new innovations or methods to improve the standard of services rendered by the City.

QUALIFICATIONS FOR EMPLOYMENT

Knowledge and Ability

Knowledge of:

1. Municipal government organization, powers, functions and relationships with other governmental jurisdictions.
2. Principles and practices of public administration as applied to the management of diversified municipal government services.
3. Principles and practices of public budgeting, financial management, personnel management, and records management.

City Manager
Job Description
Updated: 4/07

4. Principles and methods used in employee-management negotiations, procurements, public works contract bidding and administration, and other aspects of municipal government operations.

Ability to:

1. Establish and maintain cooperative and harmonious working relationship with City legislative and administrative officials and employees, representatives of business and government organizations and the general public.
2. Develop and prepare effective and complete correspondence and administrative reports.
3. Make effective presentations to various groups.
4. Analyze complex problems and complete research in solving them.
5. Plan, assign, direct and review the work of others.
6. Analyze and implement municipal public service projects and programs.
7. Analyze public policy and present and apply finding.

Experience and Training

The knowledge, ability and skill listed above may be gained through various types of education, training and experience. A typical way to acquire the required knowledge, ability and skill is listed below.

Seven years of experience in municipal government management preferably as a city manager or assistant city manager. Graduation from a four-year college or university with major course work in public administration or related field.

PHYSICAL DEMANDS AND WORKING CONDITIONS

Deadlines and shifting priorities are frequently part of the daily routine. Interruptions are frequent from various City staff, telephone calls, and office visitors. Some travel by car is required to attend meetings and training sessions. Availability and transportation is required to attend meetings outside of normal business hours.

Physical demands include sitting for prolonged periods; occasional lifting of files, stacks of paper, reference and other materials; moving from place to place between and within the office, as well as in outdoor locations to inspect

development sites; some reaching for items above and below desk level. Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise.

Exhibit 2

CITY MANAGER EMPLOYMENT AGREEMENT ADDENDUM April 25, 2023

6.2 Vacation

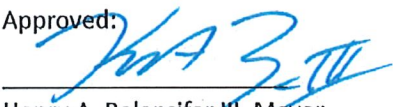
Per the updated Exempt Staff Addendum to Employee Handbook (effective date July 1, 2023):

City Manager's Holiday and Vacation Benefits shall match those of Exempt Staff, effective July 1, 2023. City Manager shall receive a total of 4 "personal holidays" per fiscal year. These personal holidays must be used within the fiscal year. They cannot be cashed out or carried over to the next fiscal year.

Paid Vacation Benefits will match those of Exempt Staff starting July 1, 2023 based on continuous completed months of employment, with accrual matching the same schedule as the addendum adopted April 25, 2023 and going into effect July 1, 2023.

Starting July 1, 2023, City Manager will earn 10 hours per month for every month worked and so forth, following Exempt Staff paid vacation benefits schedule.

Approved:


Henry A. Balensifer III, Mayor

Accepted:

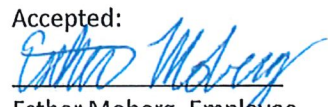

Esther Moberg, Employee

Exhibit 3

**SECOND AMENDMENT
CITY MANAGER
EMPLOYMENT AGREEMENT**

11.14.23

THIS AMENDMENT made and entered into this DATE by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "City" and Esther Moberg, hereinafter called "Manager."

WITNESSETH:

City and Manager agree to amend the Manager's Employment Agreement, executed on August 5, 2022, and amended via an addendum agreement on April 25, 2023. All terms not specifically addressed below remain in full force and effect.

AMENDMENT AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Manager agree as follows:

SECTION 6. BENEFITS

6.3 Education Incentive. City agrees to reimburse Manager for all qualifying expenses associated with her achieving an online Master's Degree in Public Administration through the University of West Georgia, not to exceed \$12,000. The following criteria applies:

- 6.3.1 Manager must achieve a B or higher in graded class, a passing grade in a pass-fail class, or the minimum passing grade as stipulated by the educator or testing agency. If a sufficient grade is not achieved no educational assistance reimbursement will be issued.
- 6.3.2. Upon submission of grades achieved of a B or higher for the designated term, the Manager will be reimbursed for both tuition and books at the end of the term.
- 6.3.3 Manager will not qualify for mileage reimbursement or use a City vehicle for attending class.
- 6.3.4 If Manager leaves employment from the City of Warrenton within one year of the last educational assistance payment, or within one year of completion of the last class, the amount of the payment will be considered only a loan. Accordingly, the employee will be required to repay up to 100 percent of the original educational assistance payment.

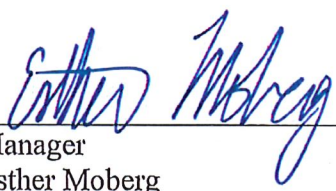
6.4 Other Benefits. Except as expressly provided herein, Manager shall be entitled to all standard employee benefits as provided in the personnel policies of the City, or as may be otherwise agreed upon by both parties

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IN WITNESS WHEREOF, the City of Warrenton has caused this agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Attorney and the Manager.



Mayor
City of Warrenton



Manager
Esther Moberg

ATTEST:



APPROVED AS TO FORM:

**CITY MANAGER
THIRD AMENDMENT TO EMPLOYMENT AGREEMENT**

THIS THIRD AMENDMENT TO EMPLOYMENT AGREEMENT ("Third Amendment") made and entered into this 24 day of June, 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "City" and Esther Moberg, hereinafter called "Manager."

RECITALS:

WHEREAS, City employs Manager as its City Manager pursuant to the Employment Agreement entered into by and between City and Manager on August 5, 2022 and attached to this Third Amendment as Exhibit 1 and incorporated herein by this reference; and

WHEREAS, City and Manager amended the Employment Agreement on April 25, 2023 ("First Amendment"), and on November 14, 2023 ("Second Amendment"), which are attached to this Third Amendment as Exhibits 2 and 3 and incorporated herein by this reference; and

WHEREAS, Pursuant to Section 2.2 of the Employment Agreement, the Employment Agreement may be extended for an additional two (2) year term by mutual written agreement of the parties; and

WHEREAS, City and Manager desire to extend the Employment Agreement as provided for in Section 2.2, as amended by the First and Second Amendments to the Employment Agreement, and as modified by the following terms.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants contained herein, City and Manager agree as follows:

SECTION 1. AMENDED TERMS

1.1 The parties agree to extend the term of the Employment Agreement, as amended by the First and Second Amendments, for an additional two years, pursuant to Section 2.2 of the Employment Agreement. The Employment Agreement shall be in effect, as amended, from September 1, 2024, to August 30, 2026.

1.2 The parties agree to amend Section 4.1 of the Employment Agreement, as amended by the First and Second Amendments, as follows:

"Effective July 1, 2024, the City agrees to pay the Manager an annual salary of

one hundred and twenty-five thousand dollars (\$125,000) payable on the same schedule as other employees of the City are paid. Manager shall be entitled to receive a Cost of Living Adjustment (COLA) to her salary in the same manner as and in the amount equal to the highest COLA granted to bargaining unit-represented City employees.

The City may increase, but not decrease, the Manager's compensation without the need to amend this Agreement. The Manager compensation may be adjusted based on merit in conjunction with an evaluation conduction pursuant to Section 5.

Upon receipt of Manager's Masters in Public Administration, Manager's annual salary shall be increased by five thousand dollars (\$5,000)."

1.3 The parties agree to amend Section 6.2 of the Employment Agreement, as amended by the First and Second Amendments, as follows:

"Manager shall also receive eight (8) 'personal holidays' per fiscal year. These personal holidays must be used within the fiscal year. They cannot be cashed out or carried over to the next fiscal year."

SECTION 2. UNAMENDED TERMS

All terms of the Employment Agreement, as amended by the First and Second Amendments, that are not specifically amended by this Third Amendment shall continue in full force and effect.

For the City:



Henry A. Balensifer III
Mayor, City of Warrenton

Date: 6/24/2024



Esther Moberg
City Manager, City of Warrenton

Date: 6/24/2024