

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-141
Series of 2023

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A RESOLUTION APPROVING THE FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND HEATHER M. GEYER

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the Fifth Amendment to Employment Agreement between the City and Heather M. Geyer, attached hereto as Exhibit 1, and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this _____ day of _____, 2023.

SHANNON LUKEMAN-HIROMASA
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT (the "Fifth Amendment") is made and entered into this 23rd day of October 2023, retroactive in part to August 20, 2023, as described below, by and between the City Council of the City of Northglenn, State of Colorado, a municipal corporation (the "City"), and Heather M. Geyer (the "City Manager"), both of whom understand as follows:

RECITALS

A. The City and the City Manager entered into that Employment Agreement dated July 23, 2018 (the "Original Agreement"), by which the City employed the services of Heather M. Geyer as City Manager of the City of Northglenn, Colorado.

B. The City and the City Manager entered into that First Amendment to Employment Agreement dated July 22, 2019 (the "First Amendment").

C. The City and the City Manager entered into that Second Amendment to Employment Agreement dated November 9, 2020 (the "Second Amendment").

D. The City and the City Manager entered into that Third Amendment to Employment Agreement dated September 20, 2021 (the "Third Amendment").

E. The City and the City Manager entered into that Fourth Amendment to Employment Agreement dated January 9, 2023 (the "Fourth Amendment").

F. The City and the City Manager desire to further amend the Original Agreement as amended, as set forth hereinbelow.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. The first paragraph of Section 3 as amended by previous amendments is further amended to read as follows:

3. Compensation. Retroactive to August 20, 2023, the base salary to be paid to Heather M. Geyer for her services as City Manager shall be increased by two percent (2%) to the amount of Two Hundred Twelve Thousand, Two Hundred Fifteen Dollars and fourteen cents (\$212,215.14) annually, which shall be paid periodically in the same manner as other employees of the City are paid. Effective December 16, 2023, the base salary to be paid to Heather M. Geyer for her services as City Manager shall be increased by an additional two percent (2%) to the amount of Two Hundred Sixteen Thousand, Four Hundred Fifty-Nine Dollars and forty-four cents (\$216,459.44) annually, which shall be paid periodically in the same manner as other employees of the City are paid. Such salary may be increased by appropriate action of the City Council at any time. This agreement shall be automatically amended to reflect any salary adjustments that are provided or

required by the City's compensation policies. Consideration shall be given on an annual basis to increase compensation.

2. Entire Agreement. This Fifth Amendment, along with the Original Agreement, the First Amendment, the Second Amendment the Third Amendment, and the Fourth Amendment constitute the entire Agreement between the City and the City Manager. None of the provisions of this Agreement may be amended, modified or changed, except via an additional written Amendment.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same as of the date first above written.

**CITY COUNCIL OF THE CITY
OF NORTHGLENN**

By: _____
SHANNON LUKEMAN-HIROMASA
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

HEATHER M. GEYER