

**First Amendment to the Employment Agreement
Between**

**Scott Butler
And
City of Mesa**

This First Amendment to the Employment Agreement (“First Amendment”) is entered into between the City of Mesa, an Arizona municipal corporation (“Employer”) and Scott Butler (“Employee”). Employer and Employee may be referred to individually as “Party” and collectively as “Parties.”

RECITALS

- A. Employer and Employee are parties to that certain Employment Agreement effective June 1, 2025 (the “Employment Agreement”).
- B. In 2025, the City of Mesa Human Resources Department conducted a benchmarking study of the salaries and benefits of city managers in Maricopa County cities most comparable to Mesa. The Mesa City Council considered the results of the benchmarking study and established Employee’s base salary in Section 1(a) of this First Amendment to both reflect Mesa’s size and operational complexities and to remain competitive with the salaries of city managers in similarly situated cities.
- C. The Parties, through this First Amendment, hereby desire to modify the Employment Agreement under the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing, and the promises and agreements set forth herein, the Parties agree as follows:

1. Base Salary:
 - a. Effective January 1, 2026, Employee will receive a base salary equal to the sum of the average of the salaries of the Chandler, Gilbert, Glendale, Phoenix, Scottsdale, and Tempe city managers as listed in the benchmarking study conducted by the City of Mesa Human Resources Department (the “Average Salary”) plus 3% of the Average Salary.
 - b. Effective January 1, 2027, and January 1 each year thereafter, Employee will receive an adjustment increase to his base salary in the same percentage previously authorized for eligible non-sworn City of Mesa employees for the subject fiscal year without needing to amend the Employment Agreement.

- c. Employee's base salary, including base salary adjustments, will be payable in the same manner as other City of Mesa employees' salaries.
- 2. Vacation Time: Effective January 1, 2026, the amount of vacation time Employee accrues per month, as set forth in the Employment Agreement, will increase such that Employee will accrue an additional six hours of vacation time per month.
- 3. Effect of First Amendment: This First Amendment amends the Employment Agreement with respect to all terms, provisions, and changes set forth in this First Amendment; specifically, Section IV(a) of the Employment Agreement is replaced in its entirety with the language in Section 1 of this First Amendment, and Section IV(d) of the Employment Agreement is modified to increase the hours of vacation time Employee accrues per month as set forth in Section 2 of this First Amendment and all other provisions of Section IV(d) of the Employment Agreement remain the same. Except as amended by this First Amendment, all terms, provisions, and conditions of the Employment Agreement not inconsistent with this First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed on or as of _____, 2025.

EMPLOYEE

Scott Butler
City Manager

EMPLOYER

Mark Freeman
Mayor

Approved as to form

Sarah Steadman
Assistant City Attorney