

**TOWN OF SILT
RESOLUTION NO. 11
SERIES 2024**

A RESOLUTION OF THE BOARD OF TRUSTEES APPOINTING JAMES MANN AS THE INTERIM TOWN ADMINISTRATOR OF THE TOWN OF SILT, COLORADO

WHEREAS, The Board of Trustees of the Town of Silt, Colorado, has the authority to appoint an Interim Town Administrator in accordance with the Home Rule Charter and Silt Municipal Code; and

WHEREAS, the Board of Trustees desires to appoint James Mann as the Interim Town Administrator pursuant to Section 3-1 of the Silt Town Charter and Section 2.04.060 of the Silt Municipal Code; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, that

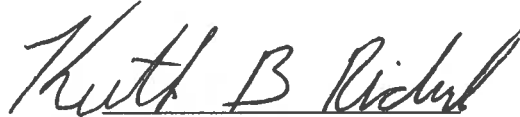
1. The above recitals are hereby incorporated as findings by the Town of Silt.

2. The Board of Trustees hereby appoints James Mann as the Interim Town Administrator to serve at the pleasure of the Board of Trustees with all the duties, authority and responsibilities set forth in the Town of Silt Home Rule Charter, Silt Municipal Code, Town of Silt Personnel Policies and Procedures Manual, in the Town of Silt's Job Description for the Town Administrator, and as requested by the Board of Trustees.

3. The Board of Trustees hereby approves the terms of the Interim Town Administrator Employment Agreement with James Mann in the form attached hereto as Exhibit A.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt on the 26th day of February 2024.

TOWN OF SILT



Mayor Keith B. Richel

ATTEST:


Town Clerk Sheila M. McIntyre, CMC



Employment Agreement—Interim Town Administrator Position

To: James Mann (“Employee”)

From: Town of Silt (the “Town”)

Date: February 26, 2024

We are pleased to offer you the position as Interim Town Administrator with the Town of Silt, Colorado. This Employment Agreement is made to you on behalf of the Town of Silt (the Town) for the position of Town of Silt **Interim Town Administrator**. This is an interim position, with a limited duration, and as such it is classified as a Part-Time Position in the Town’s Employee Handbook.

The purpose of this letter is to outline the services that you will provide as **Interim Town Administrator**, establish certain conditions of employment, set working conditions, a starting date, pay and benefits for the provision of these services.

So long as you complete your job duties under this agreement and the Town Administrator job description, you are free to pursue part time duties outside of this employment agreement.

Start/End Dates

Your start date with the Town is scheduled for **February 29, 2024**. Employee is an exempt employee without set hours of work, but is expected to be available at all times and to engage in those hours of work that are necessary to fulfill the obligations of the Interim Town Administrator’s position. It is anticipated that in most weeks, Employee will work 40 hours per week. In the beginning of your tenure, your place of work will be **at Silt Town Hall for a minimum of three (3) days per week**. You are welcome to discuss with the Board of Trustees an alternative arrangement once you and the Board feel comfortable with your knowledge of the Town and with each other.

The Interim Town Administrator shall report to and serve at the pleasure of the Board of Trustees. It is anticipated that this position will extend **for a period of three (3) to six (6) months, or until a permanent Town Administrator can be recruited and selected**. You and the Town are free to end this relationship at any time, **upon 30 days-notice**, and the Town will compensate you for all work completed and you must provide that work to the Town. Once a permanent Town Administrator is hired and on the job, either party may terminate this Agreement with 7 days’ notice.

Job Responsibilities

You are to be employed as the Town of Silt **Interim Town Administrator** to perform the functions and duties contained in the attached position description, “Town of Silt Job Description, Town Administrator”. The Interim Town Administrator serves as the chief administrative officer of the

Town and is directly responsible to the Board of Trustees for the efficient administration of all affairs of the Town placed in his charge.

This is an exempt position under the Fair Labor Standards Act and is not eligible for compensatory banked time (to be used later) or overtime pay. This position includes leading, managing and supervising all other Town of Silt employees. You will likely also be asked to perform other duties, functions and obligations from time to time. Your employment is governed by and subject to the Town of Silt Employee Manual. Your hours of work will generally be 8-5, Monday through Friday, but will be regulated by you generally given the nature of the work. You will be required to work at evening meetings to provide information and present material for the Town of Silt Board of Trustees and other such public hearings. Participation in these meetings should be in person, although may occasionally be remote, if necessary.

Performance Appraisal

Informal, verbal and formal written performance appraisals will be conducted periodically during the length of your tenure with the Town and as governed in the Employee Manual. You and the Board of Trustees will meet occasionally to discuss and adopt a performance plan of priorities, training and performance goals for the position. The responsibility for initiating these periodic meetings lies with you.

Compensation

You will be compensated with a bi-weekly salary of \$6,420, paid bi-weekly (an effective rate of \$80.25 per hour). You are not eligible for benefits paid to full-time employees, including vacation, although the Town understands that you have made prior vacation plans during certain periods and will accommodate this by arranging for unpaid time away. You are expected to track your time and report it to the Town Treasurer by the close of business on the first workday of the payday week via a standard Silt timesheet.

Housing

Employer shall provide Employee with employee housing in a Town-owned condominium during the term of this Agreement subject to the parties entering into a standard lease agreement. If Employee chooses to reside in the employee housing unit, the Town will pay for all utilities and wireless connection. Employee is responsible for all moving and cleaning costs. Housing is contingent upon continued employment with the Town.

Worker's Compensation Insurance

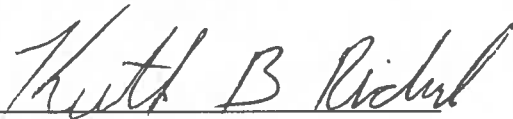
As an Employee with the Town of Silt you will be included in the Worker's Compensation Insurance policy.

Colorado Contract

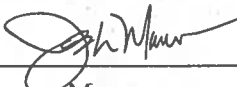
This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. Any dispute between the parties arising out of this Agreement shall be resolved by the filing of an action in Garfield County, the parties waiving their right to trial by jury and to appeal the determination of the trial judge other than for judicial misconduct. The prevailing party in such action shall be entitled to an award of all costs, fees and expenses, including attorneys' fees

Please call or write should you have any questions.

Welcome to the Town of Silt Team!


TOWN OF SILT, Mayor Keith B. Richel

Feb 28, '24
Date


James Mann



February 28, 2024
Date

Term Sheet—Interim Town Administrator—James Mann

By: Jeff Layman

Date: February 22, 2024

Silt Board of Trustees Offer

Job Title:	Interim Town Administrator
Compensation:	\$80.25 per hour; Free use of Town-owned condo; unpaid time off
Hours to Work:	40 hours per week; Exempt
Place of Work:	Not less than three days at Silt Town Hall, additional hours either at Town Hall or remote.
Period of Work:	Three to Six Months or until a permanent Town Administrator can be recruited and selected.
Termination:	Must give 30-days-notice
Job Responsibilities:	Pursuant to the Position Description for Town Administrator