

**TOWN OF SILT
RESOLUTION NO. 24
SERIES 2024**

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

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

WHEREAS, The Town undertook a hiring process and interviewed several candidates; and

WHEREAS, The Town made a public announcement that Jim Mann was the finalist for the position of Town Administrator on May 7, 2024.

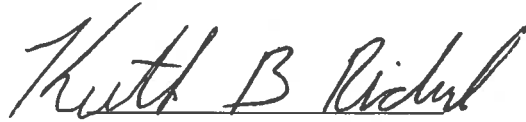
WHEREAS, the Board of Trustees desires to appoint James Mann as the Town Administrator pursuant to Section 3-1 of the Silt Town Charter and Section 2.04.060 of the Silt Municipal Code.

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 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 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 10th day of June 2024.

TOWN OF SILT



Mayor Keith B. Richel

ATTEST:



Town Clerk Sheila M. McIntyre, CMC



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into between the Town of Silt, Colorado (hereinafter "Employer" or the "Town"), and James A. Mann (hereinafter "Employee" or "Town Administrator") this 10th day of June, 2024.

RECITALS

A. Employer is a Colorado home rule municipality and desires to appoint Employee to serve as Town Administrator pursuant to Section 3-1 of the Town Charter (the "Charter") and Section 2.04.060 of the Town Municipal Code; and

B. Employee is qualified to serve as Town Administrator and desires to enter into this Agreement on the terms and conditions hereinafter set forth;

For and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION I EMPLOYMENT

A. Employer hereby agrees to employ Employee as Town Administrator and Employee hereby accepts and agrees to such employment, subject to the general supervision and pursuant to the orders, advice and direction of Employer.

B. Pursuant to Sections 2.04.050 and 2.04.060 of the Municipal Code, the 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. Direction to Town staff from the Board of Trustees shall be through the Town Administrator. The Town Administrator shall report to and serve at the pleasure of The Board of Trustees.

C. Employee shall perform all duties required of the Town Administrator by Section 3-1 of the Charter, Section 2.04.070 of the Municipal Code, the Town Personnel Policies and Procedures Handbook (the "Handbook"), and as requested by the Board of Trustees.

D. 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 Town Administrator's position. Employee may establish his own work schedule subject to reasonable direction by the Town. This includes establishing optional and occasional four-day, 40-hour workweeks, always in coordination with the Mayor and key members of Town staff. Employee agrees to devote all of his working time and efforts to the Town and remain in the exclusive employ of the Town; provided, however, that Employee may engage in

professional consultation so long as the activity does not interfere with Employee's duties and responsibilities to the Town and does not conflict with the Town's interests.

Employee agrees that the Town Administrator should be physically present and work in person with Town staff in Town Hall to effectively perform his job duties. Employee, therefore, must be physically present in Town Hall a minimum of three business days per week, on average, including during Board of Trustees meeting days, and for a reasonable number of Town events. Town events are not a substitute for being physically present in Town Hall an average of three business days per week. Employee may otherwise work remotely when permitted.

E. The initial term of this Agreement shall be from June 10, 2024 to May 31, 2027, subject to annual appropriation in the Town's normal budget process at the salary stated in Section II below. Employee's work performance shall be reviewed at least quarterly during the first year, and at least annually thereafter, on or before the anniversary date of this Agreement.

SECTION II SALARY AND BENEFITS

A. Compensation. Town agrees to pay Employee for his services rendered pursuant to this Agreement an annual base salary of \$150,000 per calendar year, payable in installments at the same time as other Town employees are paid. Compensation shall be reviewed annually as provided for in Section I.E above, including potential cost of living increases as part of the Town's budgeting process.

B. Benefits. Employer shall provide Employee with health, retirement, leave time, and other employment benefits offered to its full-time exempt employees as set forth in the Town's Handbook, as such Handbook may be amended from time to time by the Board of Trustees.

C. Vacation. During this Term of employment, Employee shall accrue vacation at the same rate as a ten+ year employee, accruing vacation time at 6.153 hours per pay period, or equal to 160 hours per year. Employee shall be provided with an initial amount of 120 hours of vacation time to begin his employment, which amount does not increase his annual accrual of 160 hours per year and Employee will not accrue additional vacation time until after he reaches what would have normally been 120 hours of vacation time accrual under Town policy. Thereafter, Employee shall continue to accrue vacation in accordance with the Handbook at a rate of 6.153 hours per pay period. Employee's vacation maximum accrual, or carryover limit, shall be 160 hours during this Term of employment and Employee shall forfeit any accrued vacation hours over 160.

D. Cell Phone. Employer shall provide Employee with a monthly cell phone allowance of \$40.00 per month.

E. Vehicle. Employer shall provide Employee with a vehicle allowance of \$300 per month. Employee shall maintain a personal auto policy that provides coverage in the event the vehicle is used for business purposes and covers personal liability, physical damage, medical

expenses, and uninsured/underinsured motorist protection. The auto insurance policy shall have minimum liability coverage of \$100,000 per person/\$300,000 per incident. The Town is not responsible for any physical damage to Employee's vehicle. Employee shall ensure the vehicle is regularly maintained and kept in a safe driving condition. Employee further agrees to comply with the safety rules set forth in Section VIII of the Handbook when operating his personal vehicle for Town business.

F. 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. Use of the Town-owned condominium has an imputed monthly value of \$1,200. If Employee does not wish to reside in the employee housing unit, Employee shall reside within five miles of Town limits and shall be responsible for all housing costs.

G. Reimbursement expenses. The Town shall reimburse, or may pay in advance, reasonable job-related expenses Employee incurs while performing Town Administrator duties as budgeted.

SECTION III TERMINATION AND SEVERANCE PAY

A. For the purpose of this provision, termination shall occur whenever the majority of the Board of Trustees votes to terminate Employee at a duly authorized Board of Trustees meeting.

B. If the Town at any time during the contract term reduces the salary or other financial benefits of Employee in a greater percentage than similar reductions being applied to a majority of other Town employees, or in the event that the Board of Trustees refuses to comply with other contract provisions materially benefitting Employee, or fails to appropriate Employee's salary, or proposes that Employee resign, Employee may, at Employee's option, be deemed to be terminated and following said termination, all severance pay provisions included herein shall apply.

C. In the event Employer terminates Employee without cause prior to the end of the contract term, and Employee is willing and able to satisfactorily perform the duties of Town Administrator at the time of termination, Employer shall pay Employee a sum equal to three (3) times the Employee's monthly gross salary ("Severance") during the first year of this Agreement. Severance will increase by one month for each year of continuous service, up to a maximum of five (5) times the Employees monthly gross salary.

D. At the end of the term of this Agreement, the Board of Trustees and Employee will determine whether to renew the Agreement. If the Agreement is not renewed, and Employee is willing and able to satisfactory perform the duties of Town Administrator at the time of nonrenewal, Employer shall pay Employee Severance in the amount set forth in paragraph C above; provided, however, that Employer is not obligated to pay Severance to Employee if the Agreement is not renewed "for cause" as defined in paragraph F below.

E. Any severance payment made under any provision of this Agreement shall be contingent on Employee's execution of a full and complete waiver and release of claims or actions arising out of Employee's employment, or termination thereof. No severance payments shall be made under this Agreement until after expiration of any statutory period of revocation to which Employee might be entitled.

F. If Employee is terminated for cause prior to the end of the contract term, Employer is not obligated to pay Severance. For purposes of this Agreement, the following shall constitute termination "for cause": (1) conviction associated with the commission of a crime of moral turpitude such as an act of fraud or a crime of dishonesty; (2) any felony conviction; (3) willful violation of Town policy; (4) gross negligence or willful malfeasance of Employee's duties and responsibilities required under this Agreement; or (5) Employee's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

G. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the Employee's power to resign at any time from this position. If Employee resigns or retires, Employer is not obligated to pay Severance. In the event Employee desires to resign from the Town Administrator position, Employee shall give the Town thirty (30) days written notice in advance, unless the Board of Trustees otherwise agrees.

SECTION IV PROFESSIONAL DEVELOPMENT

Subject to such amounts as may be budgeted and appropriated by the Town in its sole discretion, the Town agrees to pay the dues, registration fees, travel, and subsistence expenses of Employee for professional and official memberships, ICMA, CCCMA and CML conferences, and occasions adequate to continue the professional development of Employee and to pursue necessary official and other functions for the Town as may be determined and approved by the Town.

SECTION V ADDITIONAL PROVISIONS

A. The text herein shall constitute the entire Agreement between the parties and supersedes all prior agreements.

B. The Agreement is personal to each of the parties hereto and neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining written consent of the other party.

C. Any promises or covenants of the Town pursuant to this Agreement requiring the payment or disbursement of any money by the Town shall be subject to annual budgeting and appropriation.

D. 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, shall not be affected, and shall remain in full force and effect.


E. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

F. 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.

IN WITNESS WHEREOF, Employer has caused this Agreement to be signed by its duly authorized officer and its seal to be affixed hereto, and Employee has executed this Agreement at Silt, Colorado, effective the day and year first written above.

EMPLOYER:
TOWN OF SILT,
COLORADO

EMPLOYEE:



Keith B. Richel, Mayor



James A. Mann

ATTEST:



Sheila M. McIntyre, Town Clerk, CMC

