



EMPLOYMENT CONTRACT

THIS EMPLOYEMENT AGREEMENT is entered and made effective November 18, 2019, by and between the Town of Ridgway, Colorado, (Town) and Preston Neill, hereinafter called "Employee".

WHEREAS, it is the desire of the Town Council to hire Employee as the Town Manager, and Employee desires to fill such position with the Town; and

WHEREAS, Employee has the requisite education, training and experience in local government management to serve as Town Manager for the Town; and

WHEREAS, both parties seek to establish certain conditions and terms relative to the Employee's position as Town Manager.

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

1. Duties:

Town hereby agrees to retain Employee as full time Town Manager of Ridgway, to perform the functions and duties specified on the attached Exhibit A and as provided in Colorado State Statute, the Town's Charter, Official Code, ordinances and regulations and to perform such other duties as the Town Council may assign Employee from time to time.

2. Term:

A. The first day of employment will be January 6, 2020. Employee will be under a six (6) month probationary period commencing on the first day of work. At the conclusion of this period the Town Council may elect to not continue with this agreement and the employee will not be entitled to the severance detailed in Section 3.C. below.

B. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Town Council to terminate the services of Employee at any time pursuant to the Town Charter. Employee shall serve at the pleasure of the Town Council.

C. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Town.

3. Termination:



- A. Employee serves at the pleasure of the Town Council. This contract and/or employee's employment with the Town may be terminated at any time by action of the Town Council.
 - B. In the event Employee voluntarily resigns his position with the Town, then Employee shall give the Town sixty days notice in advance of resignation and will not receive severance pay.
 - C. In the event Employee's employment is terminated or resignation forced by action of the Town Council, the Town agrees to pay Employee severance pay equal to three months salary; provided, however, that in the event employee is terminated because of malfeasance, misconduct, inability to perform the work, or other circumstances justifying termination under the Town's Personnel Regulations, Town shall have no obligation to pay any severance pay.
4. Salary:
- Town Council will set Employee's salary, as it deems appropriate from time to time. Employee's salary shall be at the rate of \$ 103,000/year, effective upon the date of this contract stated hereinabove, until changed by Town Council. The salary will be subject to the cost of living adjustments as provided from time to time to other Town employees.
5. Hours of Work:
- A. Employee is expected to be in Ridgway, on duty, generally five days a week predominantly during regular office hours, a minimum of 40 hours a week, except that some flexibility will be allowed, if necessary to accommodate work for other parties which is authorized by Council, and in recognition that employee is expected to spend significant additional time outside of regular hours to attend Town Council and other meetings of the Town or related to Town business. Employee shall not be eligible for overtime pay, or compensatory time off, but is expected to perform the necessary work.
 - B. The parties recognize that employee may perform other work when authorized by the Town Council, including service on various boards and committees. As a result some flexibility in employee's schedule of work at Ridgway may be necessary. Employee shall consult with the Town



Council and the Mayor to establish actual schedules, as appropriate from time to time.

6. Automobile:

The Employee will provide his own automobile for use in Town business. Travel shall be reimbursable pursuant to Town travel regulations and policies.

7. Dues and Subscriptions:

Town agrees to give consideration to the budgeting and payment of dues and subscriptions of Employee necessary for participation in national, regional, state and local associations, necessary and desirable for his continued professional participation, growth, and advancement, and to maintain active communication with and through local organizations, and for the good of the Town.

Town agrees to consider budgeting and payment of Employee's expenses including registration fees, travel and subsistence costs to attend professional conferences and continuing education, such as City Manager meetings subject to budgetary constraints, and prior authorization.

8. Performance Review:

The Employee will receive a performance review at the conclusion of the probationary period from Town Council, and generally on an annual basis thereafter. It is the duty of the Employee to make arrangements with the Council for such a review.

9. Other Terms and Conditions of Employment:

- A. Employee will receive a \$500/month housing stipend with the stipulation that residency be within the Town of Ridgway. Residency can also be established within unincorporated Ouray County within one (1) year per the Town Charter, but no housing stipend will be granted to the Employee.
- B. Employee shall receive vacation time in accordance with Town Personnel Regulations.
- C. Except as otherwise provided herein, Employee shall be subject to Town Personnel Regulations, and entitled to all other benefits accorded full time employees, because he is a "full time employee" as that term is defined in



Town personnel regulations for the purpose of application with such regulations.

- D. The Parties understand and agree that Section 20 of Article X of the Colorado Constitution contains certain restrictions on multiple fiscal year financial obligations. Therefore, the financial obligations of the Employer, payable under the provisions of this Agreement, are expressly contingent upon the appropriation of funds on an annual basis.
- E. The text herein shall constitute the entire agreement between the Parties. Any amendments hereto shall be in writing and signed by both Parties. If any provision or any portion hereof is held unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement or portion thereof, shall be deemed severable, and shall not be effected, and shall remain in full force and effect.
- F. All provisions of the Town Charter, Town Ordinances, Town Code, and Personnel Regulations, except as otherwise modified herein, shall apply to the Employee. In accordance with such regulations, the Employee shall be reimbursed for authorized travel and other expenses incurred in Town business.
- G. Employee shall receive a one-time \$1000 relocation reimbursement, and will be paid once residency is confirmed per Section 9.A above.

10. General Provisions:

This Agreement shall terminate upon the death of the Employee or if the Employee is disabled and unable to perform the essential job duties of Town Manager.

This Agreement is governed by the laws of the State of Colorado, venue is proper in Ouray County.

TOWN OF RIDGWAY

EMPLOYEE

John Clark, Mayor



Exhibit A

The Town Manager shall oversee the administrative structure of the Town and serve as chief administrative officer. The Manager shall oversee budgetary managers and have active involvement in the annual budget and capital improvement planning process, and shall supervise procurement and administer policies related thereto.

The Town Manager shall oversee personnel matters and implement personnel policies consistent with Council policy and Town Charter. The Town Manager shall be responsible for hirings and terminations of all temporary employees. Hirings of all permanent employees shall be at the Manager's discretion but shall involve Council input; any terminations of permanent employees shall be subject to final Council action based upon input by the Manager, consistent with Town Personnel Regulations.

The Town Manager shall administer and implement Council policy, while advocating staff positions on policy decisions when appropriate. The Manager shall participate at Town Council meetings and assist in the setting of the agenda, and shall advise and inform the Council on various matters and actively participate at Council meetings.

The Manager shall have significant involvement in land use planning matters, assisting in formulation of land use policy and comprehensive plan elements pursuant to Council directive, participating in the Planning Commission meetings, advocating staff positions on land use submittals and assisting as necessary in the training and operation of the Town Planning Commission.

The Manager may recommend policy to the Council as may be deemed necessary for health, safety, and welfare of the community.