



Town Council
SPECIAL MEETING
Tuesday, June 7, 2022
Public Meeting Room / Eagle Town Hall
200 Broadway Eagle, CO

*This agenda and the meetings can be viewed at www.Townofeagle.org.
Times listed are approximate and are subject to change.*

TOWN COUNCIL MEETING ACCESS INFORMATION AND PUBLIC PARTICIPATION *This will be an in-person meeting.*

CALL TO ORDER - 3:30 PM

ROLL CALL

ADOPTION OF AGENDA *Opportunity for amendment or deletions to the agenda.*

BUSINESS ITEMS *Items and / or Public Hearings are listed under Business may be old or new and may require review or action by the council.*

1. Discussion and approval of Town Manager Employment Agreement.

ADJOURN

I hereby certify that the above Notice of Meeting was posted by me in the designated location at least 24 hours prior to said meeting.

Nikki Davis
Nikki Davis
Administrative Technician II

PUBLIC WIFI – Eagle Guest

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this 1st day of June, 2022 (the "Effective Date"), by and between the Town of Eagle, a Colorado home rule municipality with an address of P.O. Box 609, Eagle, Colorado 81631 (the "Town"), and Larry Pardee, an individual with an address of PO Box 9786, Jackson, WY ("Employee" or "Town Manager") (each a "Party" and collectively, the "Parties").

WHEREAS, the Town wishes to employ the services of Employee as Town Manager;

WHEREAS, the Town wishes to provide certain benefits, establish certain conditions of employment and set working conditions for Employee; and

WHEREAS, Employee wishes to accept employment as the Town Manager under the terms set forth in this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Employment.** Pursuant to the terms of this Agreement, the Town agrees to employ Employee as Town Manager, and Employee accepts such employment. As the Town Manager, Employee shall be responsible for the organization and efficient administration of all administrative departments of the Town, in accordance with applicable law and the job description attached hereto and incorporated herein by. The Town Manager shall be subject to the Town's personnel policies and procedures except to the extent they are inconsistent with this Agreement. During the term of this Agreement, Employee agrees to remain in the exclusive employ of the Town and neither to accept nor to become employed by any other employer. The term "employed" shall not be construed to include occasional teaching, writing, or consulting, as approved by the Town Council, performed on Employee's time off with prior written approval of the Town Council.

2. **Term.** This Agreement shall begin on the Effective Date and continue for an indefinite term; provided that Employee's first day of employment with the Town shall be between August 15th and October 14th of 2022 pending current notice requirement and availability of temporary housing, and further provided that 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 for any reason, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time, for any reason. Nothing contained in this Agreement shall be deemed or construed as creating any property or other right to a continuation of Employee's employment.

3. **Compensation.** For employment as Town Manager, Employee shall be compensated at an annual base salary of \$195,000, payable in installments at the same time as other management employees of the Town are paid. In addition, the Town Council may adjust the base salary and benefits as the Town Council determines appropriate, in the Town Council's sole

discretion. Employee shall be a full-time employee, and shall be considered an exempt employee for purposes of the Fair Labor Standards Act and shall not be entitled to overtime.

4. Residency. The Town Manager shall reside within twenty (20) miles of the corporate limits of the Town within six (6) months following their first day of employment, and shall continue such residency for the remainder of their employment, unless the Town Council waives the residency requirement for good cause shown.

5. Benefits. In addition to the Compensation set forth in Section 3, Employee shall receive the following benefits during employment as Town Manager:

a. *Insurance.* Health, life, vision and dental insurance shall be paid by the Town for Employee and Employee's dependents in the same manner as for all other full-time employees of the Town.

b. *Disability.* The Town shall pay for short-term and long-term disability benefits for Employee in the same manner as for all other full-time employees of the Town.

c. *Vacation, Holidays and Sick Leave.* Employee shall receive vacation accrual in the amount of 20 days annually. Employee shall receive the same sick leave and holidays as set forth in the Town's personnel policies for other employees of the Town.

d. *Retirement.* The Town Manager shall be eligible for the same retirement benefits as provided by the Town to other employees of the Town.

e. *Other Benefits.* Employee shall be eligible for and may receive medical leave, workers' compensation, employee home ownership program assistance, tuition reimbursement, and such other Town benefits as may be applicable in the same manner as for all other full-time employees of the Town.

f. *Personal Vehicle.* The Town Manager shall provide transportation by the Employee's own vehicle as necessary in the performance of duties. The Town Manager shall maintain all automobile liability insurance as required by the State of Colorado. The Town shall provide the Town Manager with an automobile allowance of \$850 per month for the use of Employee's own vehicle in the course of Town business.

g. *One-time Relocation Allowance.* Upon commencement of Town Manager's employment, the Town shall pay \$15,000, (the "Relocation Allowance"), in one lump sum as part of Employee's first paycheck, with any and all applicable taxes withheld, for use toward relocation expenses; provided, however, that Town Manager may use the Relocation Allowance for expenses in Employee's sole and absolute discretion. If Employee ceases employment for one of the reasons for which severance is disallowed within the first year, then the Employee shall repay all relocation expenses paid by the Town, in full, either by set off or in cash within thirty (30) days of the termination date, at the election of the Town. If Employee ceases employment for one of the reasons for which severance is disallowed after the first full year but before the second full

year, then the Town Manager shall repay half of all relocation expenses paid by the Town, in full, either by set off or in cash within thirty (30) days of the termination date, at the election of the Town.

h. *Mobile Device.* The Town shall purchase for Town Manager's use a cellular telephone or other wireless handheld device, as chosen by Town Manager, and shall pay all associated fees and charges in connection therewith. Town Manager shall reimburse Town on a monthly basis for all personal usage of said device. Town Manager shall surrender said device upon termination of duties and services for Town, unless other arrangements are made upon agreement of the parties.

i. *Reimbursement of General Expenses.* The Town recognizes that certain expenses of a non-personal and job-related nature will be incurred by the Town Manager, and hereby agrees to budget for and reimburse reasonable and documented general expenses.

6. Severance.

a. *Amount and Payment.* If Employee is terminated without cause, Employee shall receive an amount of Employee's then-current annual salary plus the insurance benefits set forth in Section 5.a (the "Severance Pay") as follows: (i) if such cessation of employment occurs within the first year in which Employee holds the position of Town Manager, Employee shall be entitled to receive three (3) months of Severance Pay; (ii) if such cessation of employment occurs during the second year of service, the Town Manager shall be entitled to receive five (5) months of Severance Pay; (iii) if such cessation of employment occurs in third year of service or thereafter, the Town Manager shall be entitled to receive six (6) months of Severance Pay.

b. Severance Pay shall be paid once as a lump sum amount and shall not be considered an extension of employment. Acceptance of Severance Pay by the Town Manager shall constitute a full release of any and all claims that Employee may have against the Town, the Town Council, its members, or the employees and agents of the Town arising from or connected with the Town Manager's employment or the termination of such employment.

c. *Termination for Cause.* If the Town Council terminates Employee's employment for cause, Employee shall not be entitled to Severance Pay. For purposes of this Agreement, "for cause" means any of the following: (i) if Employee is convicted of any criminal act involving personal gain to Employee; (ii) if Employee is convicted of a felony or any crime of moral turpitude; and (iii) if Employee fails to perform any material term of this Agreement or job description, or fails to meet performance goals, and such failure continues for 30 days after written notice from the Town Council specifying the failure. Termination of Employee's employment by the Town Council for any reason other than for cause as defined above, including without limitation non-appropriation of funds pursuant to Section 10.j, shall be deemed termination without cause and shall entitle Employee to receive Severance Pay.

d. *Resignation.* If Employee resigns from the position as Town Manager, Employee shall not be entitled to Severance Pay.

7. Performance Evaluations. The Town Council shall review and evaluate Employee's performance approximately six (6) months after employment and thereafter, in approximately June of each year. The evaluation shall be facilitated by a third-party human resource professional. An increase in pay, if any, would be applied following an annual review. During the first 90 days of employment, Employee and the Town Council shall work together to develop concrete, reasonable performance goals for the first year of employment, with concrete, reasonable timelines. Employee's achievement of those goals within those timelines shall be used to determine future salary modifications.

8. Professional Development. Subject to such amounts as may be budgeted, the Town, in its sole discretion, may fund the Town Manager's professional development by paying for professional development dues and subscriptions and by paying travel expenses for attendance at professional development functions, such as national or state conferences, seminars, and continuing education programs.

9. Indemnification. The Town shall defend, hold harmless and indemnify Employee against claims and causes of action that may arise in the performance of Employee's duties for the Town in accordance with the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended. Employee shall not, however, be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

10. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Eagle County, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first-class United States Mail to the party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other; provided that Employee's heirs shall be entitled to enforce this Agreement should Employee become legally incapacitated or deceased, as applicable and provided by law.

i. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (the "Act"), or otherwise available to the Town and its officers, attorneys or employees. In addition, while engaged in the performance of services under this Agreement and within the scope of the Town Manager's authority, Employee shall be entitled to assert immunity under the Act.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF EAGLE, COLORADO

Scott Turnipseed, Mayor

ATTEST:

Jenny Rakow, Town Clerk

EMPLOYEE

Larry Pardee
Employee Larry Pardee

STATE OF Wyoming)
) ss.
COUNTY OF Teton)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3rd
day of June, 2022, by Larry Pardee.

My commission expires:



Shellie M. Arellano
Notary Public

Exhibit A
JOB DESCRIPTION
see attached



Town of Eagle
Job Description/Role and Responsibilities
Town Manager

Position Title: Town Manager

Reports to: Town Council/ Town Mayor

Direct reports to this position: Finance Director, Community Development Director, Chief of Police, Public Works Director, Town Clerk-Court Supervisor, Human Resources Manager

Indirect reports to this position: All municipal staff

FLSA Status: Exempt

Pre-Hire Requirements: This position requires successful passing of a pre-hire drug test and criminal background and motor vehicle check.

Job Summary: The Town Manager is responsible for developing long-range plans for the Town of Eagle with guidance from the Town Council and assists in the achievement of common goals and objectives. Will carry out the policies adopted by the Town of Eagle Town Council. This role provides professional administration, management and supervision of municipal departments and staff.

Essential Functions:

1. Functions as the Chief Administrative Officer of the Town of Eagle
2. Prepares town Council meeting agendas and materials for bi-weekly meetings and special sessions, attends all meeting of the Town Council, and participates in an advisory capacity
3. Prepares a comprehensive annual operating budget and capital improvement plan
4. Provides written report on the finances and administrative activities at the end of each fiscal year
5. Ensures fiscal responsibility and modern accounting and financial reporting practices
6. Develops performance measurement systems for municipal services
7. Plans for short-term and long-term financing for capital projects
8. Makes recommendations for appointments and removal of relevant positions and membership on committees
9. Recruits, hires, supervises, and evaluates the town workforce, including key department managers
10. Provides oversight of personnel functions, policies and procedures, classification and compensation plans and benefits
11. Assures compliance with relevant federal laws and regulations, Colorado General Laws and municipal bylaws, ordinances, and regulations
12. Serves as the Chief Procurement Officer
13. Oversees and manages property and assets
14. Applies for and administers federal, state, and private grant funds
15. Acts as the liaison with state and federal government, local civic and business entities, and interested members of the public
16. Enforces all terms and conditions of any contract, including any public utility franchise, to which the Town is a part or party

17. Facilitates the flow and understanding of goals, ideas, and information between and among elected officials, employees, and citizens
18. Performs other duties as may be assigned by the Mayor or Town Council
19. Places high priority on quality customer service, and demonstrates continuous effort to improve operations
20. Encourages transparency and public engagement on town matters
21. May be asked by the Council to assist in managing the Town Council's direct reports; directing work to be done and providing feedback on performance as needed
22. Occasionally travels to off-site locations for work, errands, or training

Other Duties: Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Core Competencies:

- Financial aptitude
- Personal Effectiveness/Credibility
- Thoroughness, Detail Oriented
- Collaboration/Conflict Resolution Skills
- Communication Proficiency
- Flexibility
- Strong organizational skills
- Ability to work under pressure and adhere to deadlines
- Excellent customer service skills
- Professionalism
- Good judgement
- Leadership
- Motivator

Education, Training and Certifications:

- Master's Degree in Business or Public Administration preferred or the equivalent in relevant experience
- Minimum 7-10 years of commensurate experience in public administration or a field closely related to a multiservice business organization or municipal government including a minimum of 5 years managing an exempt level staff of 5-10 direct reports
- Valid Colorado Driver's License and clear motor vehicle record

Knowledge, Skill and Ability Requirements:

1. Demonstrated success with progressively responsible management experience
2. Previous success in developing organizational goals in alignment with the Council's strategic initiatives, demonstrated ability to reach those goals
3. Ability to assess potential risks and benefits of Council and staff decisions and effectively communicate these in making sound decisions for the Town.
4. Ability to effectively manage the budget and finance process and priorities
5. Demonstrated skills in leadership, communication, engaging and motivating staff, and working effectively with the public
6. Knowledge of Statutory Town local and state laws

7. Ability to use independent judgment and assume full responsibility for decisions and actions
8. Ability to oversee and motivate key department managers and staff
9. Skilled at implementing best practices for internal policies and procedures
10. Effective communication skills with Council, staff, and community
11. Operation of personal computers and related equipment and software including advanced-level word processing, spreadsheets, and database software and management
12. Fluent in English language, proper grammar, punctuation, and spelling in oral and written communication.

Physical Requirements: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to handle office tools and materials, lift, carry, or move up to 25 pounds, climb, balance, crawl, twist, stoop, kneel, bend, crouch, and reach.
- This job requires speaking, hearing, and the ability to distinguish objects in low and bright light using visual capacity including peripheral vision, depth perception, color vision, and far and near acuity to perform responsibilities of the position.
- The ability to sit in front of a computer for significant periods of time is required. The ability to operate a vehicle is required.

Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with a disability to perform the essential functions. While performing the duties of this job, the employee is primarily in an enclosed, moderately quiet office environment with regulated temperatures but will travel to local offsite meetings after normal work hours and may be required to visit worksites in inclement weather on unpaved or uneven terrain.

Position Type and Expected Hours of Work: This is a fulltime, benefits eligible position. Normal days and hours of work are Monday through Friday 8:00 a.m. to 5:00 p.m. Will attend Town Council (2nd and 4th Tuesday at 6 p.m.), and various committee meetings that occur during or after regular business hours.

Our Commitment to Diversity, Equity, and Inclusion: The Town of Eagle is an equal opportunity employer committed to diversity, equity, and inclusion in the workplace and the broader Eagle community. We strongly encourage and seek applications from women, people of color, including multilingual and multicultural individuals, as well as members of the lesbian, gay, bisexual, and transgender communities. Applicants shall not be discriminated against because of race, religion, sex, national origin, ethnicity, age, disability, political affiliation, sexual orientation, gender identity, color, marital status, or medical conditions. Reasonable accommodations will be made so that qualified disabled applicants may participate in the application process. Please advise in writing of special needs at the time of application.