

CITY MANAGER EMPLOYMENT AGREEMENT

This City Manager Employment Agreement (“Agreement”) is entered into this 4th day of January, 2022 by and between the CITY OF GREELEY, COLORADO, a Colorado home rule municipality (“City”) and Raymond C. Lee III, (“Employee”). City and Employee are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, the City desires to employ the services of Employee as City Manager of the City as provided by Article IV of the Charter of the City of Greeley, Colorado (“City Charter); and

WHEREAS, it is the desire of the Greeley City Council (the “Council”) to provide certain compensation and benefits to Employee, establish the terms and conditions of Employee’s employment with the City, and, to the extent permitted by law, define the working relationship between the Council and Employee; and

WHEREAS, Employee desires to accept employment with the City as City Manager in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and Employee agree as follows:

I. DUTIES

The City hereby agrees to employ Employee as City Manager to perform the functions and duties specified in Article IV of the City Charter and to perform such other legally permissible and proper functions as provided in other provision of the City Charter, the City Code, and State law, and as the City Council may assign to Employee from time to time. Employee acknowledges and agrees that as City Manager he is an at-will City employee and is classified as an exempt employee under the Fair Labor Standards Act.

II. TERM

A. Employee shall commence employment with the City pursuant to this Agreement effective January 4, 2022 (“Effective Date”), and shall continue in that position pursuant to Section 4-1 of the City Charter for an indefinite term.

B. Nothing herein shall prevent, limit or otherwise interfere with the right of the Council to terminate Employee’s employment pursuant to this Agreement as provided for in the City Charter. Further, nothing herein shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his employment as City Manager, provided, however, that Employee gives the City no less than thirty (30) days prior written notice of his intent to resign.

III. COMPENSATION AND BENEFITS

A. Salary. The City shall pay Employee an annual base salary of Two Hundred Sixty Thousand Seven Hundred Forty Dollars (\$260,740.00) commencing on the Effective Date, which shall be payable in periodic installments at the same time as other City employees are paid and subject to customary and mandatory deductions required by law and any deductions authorized by Employee. Any subsequent modifications of Employee's salary shall be accomplished by Council ordinance and shall be incorporated into this Agreement by this reference without the necessity of further modification or amendment of this Agreement.

B. Paid Time Off. Employee shall accrue paid time off at the rate of 12.31 hours per pay period (i.e. 8 weeks per calendar year) and shall accumulate, hold, and utilize paid time off as if Employee has tenure with the City of twenty-one years or more in accordance with City paid time off policies as described in the City's employee handbook.

C. Executive Leave. Employee shall receive forty hours of executive leave each calendar year. Executive leave shall be used in full day (8 hour) increments, and executive leave that is not used by the end of each calendar year shall not carry over to the following calendar year.

D. Disability, Health, and Life Insurance. The City will offer and provide Employee and his qualified dependents the same insurance benefit package and plans provided to all full-time employees of the City, which benefit packages and plans currently include, without limitation, group life, accidental death and dismemberment insurance, long-term and short-term disability insurance, health and dependent care flexible spending accounts, dental insurance, vision insurance, and major medical insurance.

E. Medical and other Leave. Employee shall be entitled to receive those medical leave benefits provided to all full-time employees of the City.

F. Retirement. The City shall contribute ten percent (10%) of Employee's annual base salary to the City's 401(k) retirement savings plan. The City's contributions shall be contributed in installments corresponding with Employee's usual pay schedule and shall be calculated based upon on the amount of Employee's salary paid each pay period. As of the Effective Date, the City's contributions shall be fully vested on behalf of Employee.

G. Car Allowance. The City shall pay Employee a car allowance in the amount of Six Hundred Dollars (\$600.00) per month to be used to purchase, lease, or own, operate and maintain a car.

H. Relocation. The City shall, according to City procurement procedures, contract with and pay a moving company the actual expenses of moving Employee and his family to their first permanent residence within the boundaries of the City up to an amount not more than Six Thousand Dollars (\$6,000.00). Such expenses shall include the actual cost of packing, moving, storage, unpacking, and insurance. Employee shall submit no more than one invoice for relocation expenses, and shall provide documentation as requested by the City's Finance Director.

I. Temporary Housing. City shall pay Employee for his actual expenses for temporary housing for himself and his family within the boundaries of the City; provided, however, that such temporary housing expenses shall not be paid for temporary housing more than sixty (60) days after the Effective Date and shall not exceed four thousand dollars (\$4,000.00). Employee shall submit no more than two requests for reimbursement of his temporary housing expenses, and shall provide proper documentation as requested by the City's Finance Director.

J. Consideration shall be given on an annual basis to increase Employee's salary and other benefits.

IV. GENERAL EXPENSES AND PROFESSIONAL DEVELOPMENT

A. General Expenses. To the extent that the City's Finance Director is authorized by applicable administrative procedures and policies of the City, the Finance Director is authorized to pay directly or reimburse Employee for non-personal and generally job-related expenses upon receipt of proper documentation submitted not more often than monthly.

B. Professional Development. The City agrees to budget for and to pay for professional dues and subscriptions for the benefit of Employee necessary for continuation and full participation in International City Managers Association (ICMA), National Forum Black Public Administrators (NFBPA), and Colorado Municipal League (CML), which are necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the City. Further, the City agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions necessary and desirable for Employee's professional development and to pursue necessary official functions for the City, including, but not limited to, the ICMA Annual Conference, Colorado Municipal League Annual Conference, and such other groups and committees in which Employee serves as a member.

C. Community Activities. The City recognizes the desirability of Employee participating in service and charitable organizations in the community and in the event Employee becomes a member of any such services or charitable organizations, the City will pay all reasonable expenses and fees related to such membership to the extent such expenses and fees are budgeted for and appropriated.

V. TERMINATION AND SEVERANCE

A. Pursuant to Article IV of the City Charter, Employee shall be considered an at-will employee under this Agreement and, therefore, the Council may remove Employee from his position as City Manager at any time with or without cause.

B. In the event that Employee is removed from his position as City Manager by the Council for "cause," Employee shall only be entitled to such accrued compensation and benefits as are required to be paid or provided to him under this Agreement. As used in this Section V, the word for "cause" shall mean: (1) conviction of a felony or a crime of moral turpitude; (2) dishonesty towards, fraud upon, or deliberate injury or attempted injury to the City; or (3) uncured breach by Employee of a term or condition of this Agreement.

C. In the event that Employee voluntarily resigns from his employment with the City under this Agreement, Employee shall not be entitled to receive any further compensation, including, without limitation, severance pay, from the City accruing after the effective date of his resignation. Employee shall, however, be entitled to receive from the City all compensation and benefits that have accrued under this Agreement up to the effective date of his resignation. In the event Employee voluntarily resigns from his position as City Manager, Employee shall provide no less than thirty (30) days' notice to the City.

D. For the purposes of this Section V, termination shall occur if any of the following events occur:

1. The City, the electors of the City, the Colorado State Legislature or the Colorado Courts amend or abolish any provision of the City Charter, City Code, or state law pertaining to the duties, powers, role, authority, and responsibilities of the Employee's position as City Manager in such a manner that substantially changes the form of the City's government;

2. If the City materially reduces Employee's base salary, compensation, or any other benefit, unless such reduction is applied in a proportionally equal manner to all City employees;

3. If Employee resigns following an offer to accept resignation, whether formal or informal, by the City as representative of the majority of the governing body.

E. In the event that Employee is removed from his position as City Manager by the Council for any reason other than for "cause" as defined in Section V.B. above, or if a termination event occurs as defined in Section V.D. above, the City shall provide a severance payment equal to:

1. In the event Employee is removed from his position as provided in this Section V.E. in the first year of the Term of this Agreement, the City shall pay Employee one hundred percent (100%) of his annual base salary;

2. In the event Employee is removed from his position as provided in this Section V.E. in the second year of the Term of this Agreement, the City shall pay Employee eighty percent (80%) of his annual base salary;

3. In the event Employee is removed from his position as provided in this Section V.E. in the third year of the Term of this Agreement, the City shall pay Employee sixty percent (60%) of his annual base salary;

4. In the event Employee is removed from his position as provided in this Section V.E. in the fourth year of the Term of this Agreement, or any time thereafter, the City shall pay Employee fifty percent (50%) of his annual base salary.

The severance payment payable to Employee shall be paid in a lump sum unless otherwise agreed to by the City and Employee. The payment to be made is intended to compensate Employee for release of all legal and equitable claims of Employee, and shall be paid only in the event Employee executes a release of such claims in a form acceptable to the City.

F. In the event Employee voluntarily resigns from his position as City Manager under this Agreement or is removed from his position by the Council with or without cause, Employee shall retain all rights and benefits that may have accrued to him under any of the benefit, pension, or deferred compensation plans provided to him under this Agreement and that he is entitled to retain in accordance with the provisions of such plans and applicable law as any City employee who has resigned or been terminated from employment with the City would be entitled to retain.

VI. PERFORMANCE EVALUATION

City Council shall, together with a third party agreeable to the Council and Employee, review the performance of the Employee no later than March 1 of each year in accordance with the performance review process for all City employees. The review shall focus on Employee's performance of the duties and responsibilities assigned to the City Manager position by the City Charter, City Code, and this Agreement, as well as the achievement of any goals or performance objectives established by the City Council in consultation with Employee. The review process shall, at a minimum, include the opportunity for the Parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation in a closed or open meeting of the City Council at the option of Employee; and (3) present a written summary of the evaluation results. The final written evaluation shall be completed and delivered to Employee within thirty (30) days of the evaluation meeting.

City Council agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as City Council may determine that it is desirable to do so on the basis of (1) merit following an annual performance evaluation made at the same time as similar consideration is given other employees general; and (2) an annual analysis of salaries and compensation for similar positions within Colorado and nationally, conducted by the Human Resources Department or a third party consultant, to ensure the Employee's salary and benefits remain market competitive.

VII. HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside normal office hours on business for the City. As City manager, Employee is subject to call at any time, is required to attend night meetings, and is required to participate in various activities that benefit the City, often working long hours and at times that are not considered normal working hours. The Council expects Employee to manage his schedule and working hours using good professional judgment in establishing an appropriate work schedule.

VIII. RESIDENCY REQUIREMENT

Pursuant to the City Charter, Employee agrees to reside within the boundaries of the City at all times during his employment pursuant to this Agreement. If Employee resides outside the boundaries of the City at the time this Agreement is executed, Employee shall relocate within the boundaries of the City by the first day of his/her employment as City Manager.

IX. OUTSIDE ACTIVITIES

The employment provided by this Agreement shall be Employee's sole employment. Recognizing that certain outside consulting, teaching, or speaking opportunities provide indirect benefits to the City and the community, Employee may accept, with the Mayor's and Council's approval, limited consulting, teaching, and speaking opportunities where such opportunities shall not constitute interference with, nor a conflict of interest with, Employee's responsibilities under this Agreement. Employee shall submit all requests for outside consulting, teaching or speaking opportunities in writing to the Council.

X. INDEMNIFICATION

To the Extent the City is required and authorized to do so under the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 *et seq.*) and other applicable law, the City shall indemnify and defend Employee for all civil claims brought against Employee which arise out of an alleged act or omission by Employee occurring during the performance of this Agreement, within the scope of his employment as City Manager, and provided that such act or omission is not willful or wanton.

XI. BONDING

City shall bear the full cost of any fidelity or other bond required of Employee under any law or ordinance and which is within the scope of his employment as City Manager.

XII. APPLICABILITY OF PERSONNEL POLICIES

A. Employee hereby acknowledged receipt of the City's current personnel rules and regulations, as now found in the City's Employee Handbook and available on the City of Greeley Intranet ("Personnel Policies"). Employee agrees to be bound by and adhere to the provision of the City's current Personnel Policies that apply to exempt management employees of the City, as they may be amended, modified, supplemented, or rescinded in the future.

B. In the event that any of the provisions of the Personnel Policies are inconsistent with or conflict with the terms of this Agreement, the terms of this Agreement shall be controlling.

XIII. ANNUAL APPROPRIATION

All financial obligations of the City under this Agreement shall be subject to the Council's annual appropriation of the funds necessary to satisfy such obligations.

XIV. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given on the date of service if serviced personally, or three (3) days after mailing if mailed by certified first class mail, postage prepaid, return receipt requested, and addressed as follows:

If to the City: City of Greeley
Attn: Mayor
1000 10th Street
Greeley, CO 80631

If to Employee: Raymond C. Lee III
1415 60th Ave.
Greeley, CO 80634

XV. GENERAL PROVISIONS

A. Integration. This Agreement sets forth the entire understanding between the City and Employee relating to the employment of Employee by the City. Any prior discussions or representations by or between the Parties are merged into and rendered null and void by this Agreement. Although the City's Personnel Policies applicable to Employee, as provided in Section XII above, may be amended, modified, supplemented, or rescinded at any time, the terms of this Agreement may only be modified by a writing signed by the Parties.

B. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado and any judicial action brought by either Party to enforce the terms and conditions of this Agreement and/or to recover damages for a breach of this Agreement, shall be brought in the state courts located in Weld County, Colorado.

C. Assignment. This agreement is personal to the City and to Employee and may not be assigned or delegated by either Party without the prior written consent of the other Party.

D. No Waiver. All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently. No failure of either Party to enforce any term of this Agreement shall be deemed a waiver of future enforcement of that or any other term.

E. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions of this Agreement.

F. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, personal representatives, successors, and assigns.

G. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same agreement. Facsimile and electronic signatures shall constitute original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

THE CITY OF GREELEY, COLORADO

By: _____
John Gates, Mayor

Attest:

Approved as to form:

Anissa Hollingshead, City Clerk

Douglas R. Marek, City Attorney

EMPLOYEE

Raymond C. Lee III