

## EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this 24th day of February 2025, by and between the Town Board of Trustees of the Town of Grand Lake, State of Colorado, a Colorado municipal corporation (hereinafter “Town”), and Steve Kudron (hereinafter “Manager”), both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, the Town desires to employ the services of Steve Kudron as Town Manager of the Town of Grand Lake, Colorado; and

WHEREAS, it is the desire of the Town Board of Trustees to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Manager; and

WHEREAS, it is the desire of the Town Board of Trustees to:

1. Secure and retain the services of the Manager;
2. Provide inducement for him to remain in such employment;
3. Assure Manager’s morale and peace of mind with respect to future security;
4. Establish policy that will act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Manager; and,
5. Provide a just means for terminating Manager’s services at such time as he may be unable fully to discharge his duties or become disabled or when the Town may desire to otherwise terminate his employment; and

WHEREAS, Manager desires to accept employment as Town Manager of the Town;

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth in this Agreement, the parties hereto agree as follows:

### Section 1. – Duties.

Town hereby agrees to employ said Manager as Town Manager of said Town, and Manager agrees to perform the duties set forth in the attached job description and such other legally permissible and proper duties and functions as the Town Board of Trustees shall from time to time assign to Manager.

### Section 2. – Term.

- A. The term of this Agreement shall be for a period of two years commencing on February 24, 2025 and expiring on the February 23, 2027, subject to annual appropriation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Board of Trustees to terminate the services of Manager at any time during the term of this agreement, subject only to the provisions set forth in Section 3, Paragraphs A and B of this Agreement.
- B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from his position with the Town, subject only to the provision set forth in Section 3, Paragraph B, of this Agreement.
- C. Manager agrees to remain in the exclusive employ of the Town and neither to accept, nor to become employed by any other employer without Board approval until termination of

Manager, pursuant to Section 3. The term “employed” shall not be construed to include occasional teaching, writing, or consulting performed on Manager’s time off.

Section 3. – Termination and Severance Pay.

- A. In the event Manager is terminated during the term of this agreement for any reason, other than conduct that is fraudulent or dishonest, conviction of a felony or crime involving moral turpitude under federal or state law, or failure by the Manager in any material way to fulfill or comply with his obligations under this Agreement, the Town agrees to pay Manager severance pay as follows:
  - 1) In the event said termination occurs within six (6) months of the effective date of this Agreement the Town shall have no obligation to pay any severance.
  - 2) In the event said termination occurs more than six (6) months after the effective date of this Agreement, then the Town agrees to pay Manager three (3) months salary, plus accrued benefits, as severance pay. Payment shall be made as a lump sum. Upon the expiration of this agreement on February 23, 2027, no severance pay will be owed by the Town to the Manager.
- B. In the event Manager voluntarily resigns his position with the Town then Manager shall give the Town a minimum of 45 days written notice in advance, or such lesser amount of advance notice as the parties otherwise mutually agree. The Manager shall not be entitled to, nor shall he receive severance pay in the event of voluntary resignation.
- C. In addition to any and all forms of compensation mentioned above, at the time of expiration, termination or of resignation, the Manager is entitled to and shall receive:
  - 1) Pay for all accrued time in the current pay period.
  - 2) Pay for all accrued vacation time and floating holidays, per the Personnel Guidelines in effect at the time of termination or resignation, at the Manager’s then current rate of pay.

Section 4. – Salary.

- A. For the period beginning February 24, 2025, and ending February 23, 2026, Manager shall be paid a salary of \$168,000 for his services payable in installments at the same time as other employees of the Town are paid.
- B. In addition, for the period beginning February 24, 2026, and ending February 23, 2027, Town agrees to modify said base salary and/or other benefits of Manager in such amounts and to such an extent as the Town Board of Trustees may determine that it is desirable to do so on the basis of any annual salary review and performance evaluation of said Manager made at the same time as similar consideration is given other employees generally, and with due consideration for budgetary constraints.
- C. The parties recognize that this employment agreement is subject to annual appropriation and is therefore not a multiple fiscal year financial obligation of the Town subject to the limitations contained in Article X, Section 20(5)(b), Colorado Constitution.

Section 5. – Hours of Work.

- A. It is recognized that Manager must devote a great deal of time outside normal office hours to business of the Town, and to that end Manager will be allowed to use time off as he shall deem appropriate during said normal office hours. Time off taken in excess of one day shall only be taken with notice and advance approval of the Mayor.
- B. Manager shall not spend more than 10 hours per month in teaching, consulting, or other non-town connected business without the express prior approval of the Board of Trustees.

Section 6. – Dues and Subscriptions.

Subject to such amounts therefor as may be budgeted by the Town Board of Trustees, at its sole discretion, the Town agrees to pay the professional dues and subscriptions of Manager necessary for his continuation in regional, state and local association and organizations necessary and desirable for his continued professional participation, growth, and advancement, and for the good of the Town. Should the Manager be required by the Town Board of Trustees to join any civic organizations, the annual dues and affiliated expenses shall be paid at the Town's expense.

Section 7. – Professional Development.

Subject to such amounts therefor as may be budgeted by the Town Board of Trustees specifically for the Manager, in its sole discretion, the Town agrees to pay the travel and subsistence expenses of Manager for professional and official travel, meeting, and occasions adequate to continue the professional development of Manager and adequately pursue necessary official and other functions for the Town, including but not limited to regional, state, and local government groups and committees thereof which Manager serves as a member and are related to his/her employment position with the Town of Grand Lake.

Section 8. – General Expenses.

Subject to such amounts therefor as may be budgeted by the Town Board of Trustees, in its sole discretion, Town recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Manager, and hereby agrees to reimburse or pay said general expenses including but not limited to expenses for the benefit of the Town of Grand Lake or the furtherance of the Town's objectives or interests, not to exceed \$250 per month without prior approval of the Town Board.

Section 9. – Vacation.

The Manager shall accrue and shall have credited to his/her personal account, vacation at the same rate as all other Town of Grand Lake full-time employees, as outlined in the Town's Personnel Guidelines.

Section 10. - Compensatory Time.

The Manager is considered an exempt employee as defined in the FLSA and is not awarded any compensatory time for hours worked in excess of 40 per week with the exception as stipulated in Section 5 of this Agreement.

Section 11. – Miscellaneous Benefits.

- A. The Manager shall have access to a Town automobile for Town business as permitted in the Employee Handbook. Should a Town vehicle be unavailable or the Manager elects to not utilize the Town vehicle for Town business, the Manager shall be reimbursed for use of his personal vehicle for Town business at the rate of \$0.56 per mile. The Manager shall not have access to a Town vehicle for personal use.

- B. The Town agrees to provide Manager a cell phone at Town expense.

Section 12. – Other Terms and Conditions of Employment.

- A. The Town Board of Trustees shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement, the Ordinances of the Town, or any other law.
- B. All provisions of the Town Code, and regulations and rules of the Town relating to vacations and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Manager as they would to other employees of the Town, unless specifically superseded by the terms of this agreement.
- C. The Board of Trustees shall conduct an annual performance evaluation with the Manager. The evaluation shall be based on mutually agreed performance indicators and standards that reflect the specific job duties of the position. The purpose of the evaluation shall be:
1. To determine goals for the next twelve months;
  2. To review the performance of the Manager based on the previously agreed job indicators;
  3. To use as one basis for determining the compensation of the Manager for the succeeding year.

Section 13. – General Provisions.

- A. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Manager.
- B. This Agreement shall be binding upon the signing by both parties and shall take effect February 24, 2025.
- C. Except as expressly provided to the contrary in the agreement, the manager is subject to the personnel guidelines of the Town of Grand Lake.
- 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 shall be deemed severable, shall not be affected, and shall remain in full force and effect.

FOR THE MANAGER:  
BY:

FOR THE TOWN OF GRAND LAKE  
BY:

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Steve Kudron, Town Manager

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Christina Bergquist, Mayor