



To: Mayor and Council
From: Jay Brunvand
Date: May 21, 2025
Agenda Item: Resolution 21 – Series 2025 Appointing the Minturn Town Manager

REQUEST:

Staff is requesting the Council to approve Resolution 21 – Series 2025 Appointing Rob Gutierrez as the Minturn Town Manager and approving his employment contract.

INTRODUCTION:

Over the past several months, the Town has solicited, interviewed, and authorized contract negotiations with Mr. Rob Gutierrez to serve as the Minturn Town Manager. This Resolution appoints Rob as the Manager and approves his employment contract.

ANALYSIS:

COMMUNITY INPUT:

N/A

BUDGET / STAFF IMPACT:

N/A

STRATEGIC PLAN ALIGNMENT:

In accordance with Strategy #1 to practice fair, transparent, and communicative local government.

RECOMMENDED ACTION OR PROPOSED MOTION:

Motion to approve Resolution 21 – 2025 Appointing Rob Gutierrez as the Minturn Town Manager and approving his employment contract as presented.

ATTACHMENTS:

Employment agreement

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 21 SERIES 2025**

**A RESOLUTION APPOINTING ROBERT
GUTIERREZ AS TOWN ADMINISTRATOR OF
THE TOWN OF MINTURN**

RECITALS

- A. The Town of Minturn, in the County of Eagle and State of Colorado (the "Town"), is a home-rule municipal corporation duly organized and existing under the laws of the State of Colorado and the Town Charter (the "Charter").
- B. Pursuant to Section 5.1 of the Charter and Section 2-3-10 of the Minturn Municipal Code (the "Code"), the Town Council has authority to select and appoint a Town Administrator to possess, have, and exercise the administrative and executive responsibilities designated by the Town Council.
- C. The Town Council has offered the vacant Town Administrator position to Robert Gutierrez ("Gutierrez") who has accepted the offer.
- D. The Town Council finds and determines that appointing Gutierrez as Town Administrator is in the best interests of the public health, safety, and welfare of the residents of the Town of Basalt.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Minturn, Colorado as follows:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Employment Agreement. The Town Council hereby appoints Robert Gutierrez as Town Administrator and approves the Employment Agreement enclosed as **Exhibit A**, authorizing the Mayor to execute the same.
- 3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.
- 4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ, APPROVED, ADOPTED AND RESOLVED this 5th day of May, 2025.

TOWN OF MINTURN

By: _____
Earle Bidez, Mayor

ATTEST:

Jay Brunvand, Town Clerk

AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the Town of Minturn, a Colorado home rule municipality (the "Town"), and Robert Gutierrez ("Gutierrez ") (each a "Party" and collectively "the Parties").

RECITALS:

A. The Town requires the services of a Town Administrator pursuant to Section 2-3-10 of the Minturn Municipal Code; and

B. Gutierrez has held himself out to the Town as having the requisite qualifications and experience to serve as Town Administrator; and

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

SECTION 1. SCOPE OF SERVICES

Gutierrez shall perform all duties, obligations and responsibilities of the Town Administrator specified by Colorado statutes, the Town of Minturn Home Rule Charter, the Municipal Code and as requested by Town Council. Gutierrez shall report directly to and serve at the pleasure of Town Council. Gutierrez shall exert his full-time professional skill, attention, knowledge and judgment in providing the foregoing services.

The work and services to be performed by Gutierrez hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations, including the Town Municipal Code and Charter and any other applicable laws, ordinances, or regulations of the Town of Minturn.

SECTION 2. TERM

The term of this Agreement shall be for three years commencing on June 9, 2025, subject to annual Appropriation of funds. This Agreement may be extended for an additional term by mutual agreement of the parties.

SECTION 3. COMPENSATION AND BENEFITS

- A. In consideration for the services specified herein by Gutierrez, Town agrees to pay Gutierrez for his services rendered at an annual rate of \$175,000 to be payable in accordance with Town policy. Town shall provide Gutierrez a car allowance of five hundred dollars (\$500.00) per month to be included in his monthly taxable compensation. The Town shall also provide Gutierrez with a cell phone and phone service plan for work-related needs. Gutierrez shall also be entitled to participate in those programs and receive those benefits offered by Town to its full-time exempt employees, as such benefits may be amended by the Town in its discretion. Such benefits shall include health insurance for

medical, dental, and vision coverage for Gutierrez and his family. Gutierrez will also be eligible to participate in an enhanced retirement benefit program, such as a 401(k)-retirement savings plan that the Town offers to its employees. The Town shall match such retirement benefits in an amount not to exceed four percent (4%) of Gutierrez's salary. In addition, the Town shall grant Gutierrez a license to occupy the premises located at 210 Eagle Street as set forth in Section 5 below.

- B. For calendar year 2025, Gutierrez shall accrue vacation in accordance with Town policy at the same rate as an employee having five to ten years of service. For calendar year 2026 and future years, Gutierrez shall accrue vacation in accordance with Town policy at the same rate as an employee having 11+ years of service, provided, however, that any vacation in excess of five consecutive business days shall be scheduled with the approval of the Town Council whose approval shall not be unreasonably withheld. Gutierrez shall be provided with an initial amount of 7 days of vacation time to begin his employment, which amount does not increase his annual accrual and Gutierrez will not accrue additional vacation time until after he reaches what would have normally been 7 days of vacation time accrual under Town policy. Thereafter, Gutierrez shall continue to accrue vacation in accordance with Town policy.

SECTION 4. **GOALS AND PERFORMANCE**

Town Council shall review and evaluate the performance of Gutierrez annually or as necessary.

Town Council and Gutierrez shall define goals and performance objectives which the parties determine necessary for the proper operation of the Town of Minturn, Colorado; said goals and objectives to be reduced to writing by Gutierrez and presented to the Council within a reasonable time after their establishment. The goals and performance objectives shall generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided.

SECTION 5. **HOUSING**

A. Gutierrez shall reside within the Town as a condition of employment during the term of this Agreement. As part of Gutierrez's compensation, the Town shall give Gutierrez a license to occupy Town-owned premises located at 210 Eagle Street (the "Premises"). Gutierrez shall relocate to the Premises on or before June 30, 2025.

B. Gutierrez shall pay all costs and expenses attributable to the housing (with the exception of internet, water and sewer) including ordinary maintenance and repair, electric/gas, and renter's insurance in reasonable amounts required by the Town.

C. Pets are permitted on the Premises. Gutierrez will be liable for any damage caused by pets.

D. Gutierrez's license to occupy the Premises is subject to termination at any time after the termination of this Agreement or the end of the term of this Agreement. In the event Gutierrez's license to occupy the Premises is terminated, Gutierrez shall have thirty (30) days to

vacate. Upon termination of this Agreement or vacation of the Premises, whichever occurs first, possession of the Premises shall be returned to the Town in a clean and orderly condition. All reasonable costs to restore the Premises to a clean and orderly condition shall be the responsibility of Gutierrez.

E. Gutierrez hereby authorizes the Town to deduct from Gutierrez's paycheck all amounts necessary to restore the Premises to a clean and orderly condition; to compensate the Town for any damage caused by Gutierrez or pets in the Premises, ordinary wear and tear excepted; and/or to cover unpaid costs and expenses described in paragraph A above.

F. The Town shall reimburse Gutierrez's actual moving expenses for relocating to the Town in an amount not to exceed \$10,000 based on receipts that Gutierrez shall provide.

SECTION 6. **OUTSIDE ACTIVITIES**

The employment provided for by this Agreement shall be Gutierrez's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, Gutierrez may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not conflict with his responsibilities under this Agreement or require extended periods of time away from the Town.

SECTION 7. **TERMINATION AND SEVERANCE PAY**

A. Nothing within this Agreement shall prevent, limit or otherwise interfere with the right of Town to terminate the employment of Gutierrez at any time during this Agreement. In the event Gutierrez is terminated for any reason, other than cause, the Town agrees to pay Gutierrez four months' salary, plus accrued and unused vacation time, as severance pay during the first year of this Agreement. Severance will increase by one month for each year of continuous service, up to a maximum of six months' salary, plus accrued and unused vacation time. Gutierrez will not be entitled to receive any severance if he is terminated for cause at any time. Any severance payment made under this Agreement shall be contingent on Gutierrez's execution of a full and complete waiving and release of claims or actions arising out of Gutierrez's employment, or termination thereof. "Cause" for purposes of this section shall mean:

1. Employee's gross negligence or willful malfeasance of his duties and responsibilities;
2. Employee's plea of guilty or no contest to or conviction of a felony or crime of moral turpitude, such as an act of fraud or crime of dishonesty;
3. Employee's commitment of any unethical, fraudulent or felonious act with respect to his duties to the Employer;
4. Employee's prolonged unexcused absence from employment (other than by reason of disability due to physical or mental illness).

B. In the event Gutierrez voluntarily resigns his position with Town, Gutierrez shall give Town a minimum of ninety (90) days' notice to the Mayor, in advance and in writing, unless the parties otherwise agree. Voluntary resignation by Gutierrez does not entitle him to severance pay.

C. Upon termination of this Agreement, Gutierrez shall deliver possession of the house located at 210 Eagle St. to the Town, within thirty (30) days from the date of termination.

SECTION 8. 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 Gutierrez for professional and official memberships of CCCMA and CML and the attendance of one conference for each organization per year to continue the professional development of Gutierrez and to pursue necessary official and other functions for the Town as may be determined and approved by the Town.

SECTION 9. 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. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

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

D. 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.

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

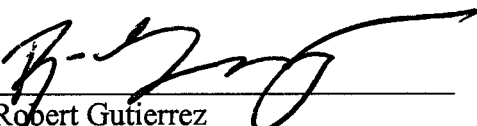
F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. 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, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

H. 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 Mayor as duly authorized by the Town Council and on behalf of the Town of Minturn, has signed and executed this Agreement and Gutierrez has signed and executed this Agreement, both in duplicate, the day and year first above written.

~ Signatures on next page ~



Robert Gutierrez

TOWN OF MINTURN

BY: _____
Earle Bidez, Mayor

ATTEST:

Town Clerk