

**TOWN OF MINTURN, COLORADO
RESOLUTION NO. 33 – SERIES 2023**

**A RESOLUTION TO AMEND AND RESTATE THE TOWN
MANAGER’S EMPLOYMENT AGREEMENT**

WHEREAS, the Town and Town Manager Michelle Metteer entered into an Employment Agreement on December 6, 2017 (“Employment Agreement”) and subsequently amended the same; and

WHEREAS, Metteer has served as Town Manager with distinction and received positive employment reviews; and

WHEREAS, the Town desires to enter into an amended and restated Employment Agreement consistent with the terms and conditions discussed below.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MINTURN, COLORADO:**

1. The Minturn Town Council approves the Amended and Restated Agreement for Employment attached as **Exhibit A** and authorizes the Mayor or his designee to sign on behalf of the Town of Minturn:

**INTRODUCED, READ, APPROVED, ADOPTED, AND RESOLVED THIS 6TH
DAY OF NOVEMBER, 2023**

EMPLOYER:
TOWN OF MINTURN,
COLORADO

By: _____
Mayor

ATTEST:

Town Clerk

AMENDED AND RESTATED AGREEMENT FOR EMPLOYMENT

THIS AGREEMENT is made and entered into this 6th day of December, 2023, by and between the Town of Minturn, a Colorado home rule municipality (the "Town"), and Michelle Metteer ("Metteer") (each a "Party" and collectively "the Parties").

WHEREAS, the Town and Metteer entered into an Employment Agreement on December 6, 2017 ("Employment Agreement") and subsequently amended; and

WHEREAS, Metteer has served as Town Manager with distinction and received positive employment reviews; and

WHEREAS, the Town desires to enter into an amended and restated Employment Agreement consistent with the terms and conditions discussed below.

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

SECTION 1. **SCOPE OF SERVICES**

1. **Scope of Services.**

Metteer 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. Metteer shall report directly to and serve at the pleasure of Town Council. Metteer shall exert her full-time professional skill, attention, knowledge and judgment in providing the foregoing services.

The work and services to be performed by Metteer 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.

2. **Term.**

Metteer shall serve as the Town Manager on an on-going basis subject to the provisions of Section 5.1 of the Town Charter.

3. **Compensation and Benefits.**

In consideration for the services specified herein by Metteer, Town agrees, starting on January 1, 2024, to pay Metteer for her services rendered at an annual rate of \$150,000 to be payable in accordance with Town policy. Town shall provide Metteer a car allowance of four hundred dollars (\$400.00) per month to be included in her monthly taxable compensation. Metteer 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. In addition, the Town shall grant Metteer a license to occupy the premises located at 210 Eagle Street as set forth in Section 5 below. Metteer's salary may be increased by Town Council during the annual budgeting process without effectuating a subsequent amendment of the Employment Agreement.

4. Performance Goals.

Town Council shall review and evaluate the performance of Metteer annually or at such times as determined by Council.

Town Council and Metteer shall define goals and performance objectives which the parties determine necessary for the proper operation of the Town of Minturn; said goals and objectives to be reduced to writing by Metteer 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.

5. Residence.

A. Metteer shall reside within 15 roadway miles (as calculated by a program such as google maps) of the Town as a condition of employment during the term of this Agreement. As part of Metteer's compensation, the Town shall offer Metteer a license to occupy the Town-owned premises located at 210 Eagle Street (the "Premises"). Metteer 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.

B. Up to two pets are permitted on the Premises. Metteer will be liable for any damage caused by pets.

C. Metteer's license to occupy the Premises is subject to termination forty-five days after the termination of Metteer's employment. 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 Metteer.

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

6. Outside Activity.

The employment provided for by this Agreement shall be Metteer's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, Metteer may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not interfere with nor involve a conflict of interest with her responsibilities under this Agreement.

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 Metteer at any time during this agreement. In the event Metteer is terminated for any reason, other than cause, Town agrees to pay Metteer six months' salary, plus accrued and unused vacation time, as severance pay. Any severance payment made under this agreement shall be contingent on Metteer's execution of a full and complete waiver and release of claims or actions arising out of Metteer's employment, or termination thereof. "Cause" for purposes of this section shall mean:

1. Employee's gross negligence or willful malfeasance of her 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 her 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 Metteer voluntarily resigns her position with Town, Metteer shall give Town a minimum of 60 days' notice to the Mayor, in advance and in writing, unless the parties otherwise agree. Voluntary resignation by Metteer does not entitle her to severance pay.

C. Upon termination of this Agreement, Metteer shall deliver possession of the house located at 210 Eagle St. to the Town, within 45 days from the date of termination.

8. Miscellaneous Provisions.

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 parties have executed this Second Amendment to Employment Agreement as of the date first above written.

EMPLOYER:
TOWN OF MINTURN,
COLORADO

EMPLOYEE:
MICHELLE METTEER

By: _____
Mayor

Michelle Metteer

ATTEST:

Town Clerk