

**RESOLUTION OF THE TOWN COUNCIL OF BASALT, COLORADO, APPROVING
AN AMENDMENT TO EMPLOYMENT AGREEMENT WITH TOWN MANAGER**

**Town of Basalt
Resolution No. 26
Series of 2019**

RECITALS

- A. The Town of Basalt Home Rule Charter, Section 6.1, requires the Town Council to appoint a Town Manager.
- B. In 2017, the Town Council approved an Employment Agreement with Ryan Mahoney and appointed him as Town Manager. Town Council is satisfied with the prior and current service of the Town Manager, and wishes to extend the term of the Employment Agreement and make related amendments thereto, as set forth in the First Amendment to Employment Agreement (the "First Amendment"), enclosed as **Exhibit A**.
- C. The Town Council finds the First Amendment is just and reasonable.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of Town Council.
- 2. First Amendment. The Town Council hereby approves the First Amendment to Employment Agreement enclosed as **Exhibit A**.

READ AND ADOPTED on August 13, 2019, by a vote of 5 to 0.

TOWN OF BASALT, COLORADO

By: _____

Jacque R. Whitsitt, Mayor

ATTEST

By: _____

Pamela K. Schilling, Town Clerk

EXHIBIT A

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO EMPLOYMENT AGREEMENT is made this 23rd day of July, 2019, by and between the TOWN OF BASALT, COLORADO ("Employer" or "Town"), acting through its Town Council, and Ryan Mahoney ("Employee" or "Mahoney").

RECITALS

- A. The Town and Employee entered into an Employment Agreement dated June 26, 2017 (the "Agreement") for Employee to serve as Town Manager of the Town, pursuant to Section 6.1 of the Basalt Home Rule Charter and Section 2-61 of the Basalt Municipal Code.
- B. The Town and Employee wish to extend the term of the Agreement, and make other relevant amendments.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, Employer and Employee agree as follows:

1. Term. Section 4.A of the Agreement is hereby repealed and replaced as follows:

The term of this Agreement shall be for two years from August 13, 2019 to August 12, 2021, subject to annual appropriation in the Town's normal budget. Town Council shall review Employee's work performance and salary at least annually on or before the anniversary date of this Agreement, including whether to extend the term of the Agreement prior to the expiration date.

2. At-Will Employment. Section 5.A of the Agreement is amended with the **bold, underlined** language added and ~~strikethrough~~ language deleted.

The Employee shall be considered an Employee "at will" whereby his employment may be terminated at any time. **Pursuant to Section 6.1 of the Town Charter, the Town Manager shall serve at the pleasure of the Council and may be removed by the Council at any time with or without cause upon the affirmative vote of a supermajority of the Council.** ~~for any reason by majority vote of the Town Council with or without cause.~~

3. Termination Without Cause. The third paragraph of Section 5.D is amended with the **bold, underlined** language added and ~~strikethrough~~ language deleted.

In addition, where either of the preceding two paragraphs applies, Employee may at his option remain a tenant in the Town-owned housing unit located at **Elk Run**

~~Villas-Willits Town Center~~ as described in paragraph 6.D., until the end of the then current school year or for a period of six months, whichever is less. Employee shall pay rent and all utilities during this period on a monthly basis in the amount established by the Town's Community Housing Guidelines for the deed restricted unit or a comparable deed restricted unit.

4. Benefits. Section 6.B is amended to increase the number of vacation business days per year from 20 to 25 and to delete the second paragraph of Section 6.B.
5. Housing. Section 6.D is amended with the **bold, underlined** language added and ~~strikethrough~~ language deleted:

Employer shall provide the employee with housing by leasing to Employee for the term of this agreement a Town-owned ~~23~~ bedroom, ~~23~~ bath unit located at **the Elk Run Villas-Willits Town Center**. The lease shall be rent free and the Town shall pay all HOA dues. ~~The Town~~Employee shall be responsible for the payment of all utility bills, **except cable and internet**. ~~Prior to the availability of this unit for occupancy, Employer shall provide Employee with temporary housing, a two bedroom unit at 6101 Elk Run in Basalt. At the end of the first year of employment, t~~The employee may elect to terminate the lease and substitute therefore a \$2,000 per month housing allowance for the ~~term~~second-year of this **Agreement**

6. Moving Expenses. Section 6.E is hereby deleted.
7. Third Party Contracts. Section 8 is amended with the **bold, underlined** language added and ~~strikethrough~~ language deleted:

Employee shall only contract for construction, goods, services, and professional services in accordance with the Town's Home Rule Charter and subject to the Town's Procurement Code., ~~Employee shall not make any other contracts or commitments for or on behalf of Employer without first obtaining authorization from the Town Council. Any contract prepared or recommended by the Employee shall be subject to acceptance or approval by the Employer.~~

8. Performance Evaluations. Section 9 is amended with the **bold, underlined** language added and ~~strikethrough~~ language deleted:

~~NINE MONTH~~**ANNUAL** REVIEW. The Town Council shall review and evaluate Employee's performance **on at least an annual basis.** ~~approximately nine months from the commencement of employment. The Town Council shall conduct a second performance evaluation approximately twelve months after the first evaluation.~~ In addition, the Town Council may conduct other performance evaluations as they deem necessary in their discretion. The method of evaluation shall be determined by the Town Council taking into consideration the method recommended by Employee. The Town Council shall provide Employee with documentation identifying its issues of

concern. Like the evaluation of other Town employees, these evaluations are intended to provide the Employee with an opportunity to meet with the Town Council to discuss his job performance, areas of strength and weaknesses, and direction of improvement of performance. The Town Council may determine to approve or withhold salary adjustments or performance bonuses at the time of any review in its sole and unfettered discretion.

9. Notice Address. Section 15.A is hereby amended include Employee's Notice address as follows:

Ryan Mahoney
P.O. Box 2455
Basalt, CO 81621

10. All other terms of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be signed by its duly authorized officer, and the Employee has executed this Agreement, to be effective the day and year first written above.

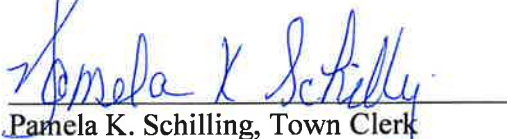
EMPLOYER:
TOWN OF BASALT, COLORADO

By: 
Jacque R. Whitsitt, Mayor

EMPLOYEE:
RYAN MAHONEY


Ryan Mahoney

ATTEST:


Pamela K. Schilling, Town Clerk