

ORDINANCE NO. 2009-13

APPOINTING TOWN MANAGER AND APPROVING TOWN MANAGER
CONTRACT

WHEREAS, the Town has a vacancy in the position of the Town Manager, and the General Assembly desires to appoint a new Ophir Town Manager upon the terms and conditions set forth below.

NOW, THEREFORE, THE GENERAL ASSEMBLY OF THE TOWN OF OPHIR
HEREBY ORDAINS:

SECTION 1 APPROVAL OF APPOINTMENT.

The Town of Ophir, by and through its General Assembly, hereby approves the appointment of Randy Barnes as the new Town Manager, to commence effective as of January 19th, 2010, retroactive to January 1st, 2010. The Town Manager's Duties are set forth on the attached job description.

SECTION 2. EMPLOYMENT AGREEMENT.

The Employment Agreement with the Town Manager is hereby approved in the form attached hereto. The Town Mayor, Mayor Pro Tem, and Town Clerk and authorized to execute said agreement and to make additional non-substantive revisions to said agreement.

SECTION 3. PUBLICATION. After final adoption, public notice of passage shall be served in the manner proscribed by the Town Charter and consistent with the Town's regular notice practices.

SECTION 4. SEVERABILITY:

If any one or more sections or parts of this Ordinance is adjudged unenforceable or invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions herein are severable.

SECTION 5: EFFECTIVE DATE:

This Ordinance shall take effect immediately upon final adoption.

Introduced, Read and Approved on First Reading by the General Assembly on the 15th
day of DECEMBER, 2009.

Approved and Adopted on Second and Final Reading by the General Assembly of the Town
of Ophir on the 19th day of January, 2010.

By: [Signature]
Joe Lawton, Mayor

Attest: [Signature]
Rhonda Claridge, Town Clerk

[Signature]
Approved as to Form: Town Attorney

**TOWN MANAGER EMPLOYMENT AGREEMENT
TOWN OF OPHIR**

This Town Manager Employment Agreement ("Agreement") is entered into as of January 19th, 2010, between the Town of Ophir, Colorado, acting by its Town General Assembly, P.O. Box 683, Ophir, 81426, hereinafter referred to as "Town" and Randy Barnes, P.O. Box 854, Ophir, CO 81426, hereinafter referred to as "Manager" both of whom are collectively referred to as the "parties".

1. **Purpose of Agreement:** The General Assembly and Manager hereby agree to enter into this Agreement to retain Manager as an employee of the Town of Ophir for the position of **Town Manager**. Manager shall faithfully and diligently perform such duties as are set forth in the attached "Job Description" as adopted by the General Assembly.
2. **Term and Compensation:** The term of this Agreement shall commence on January 19th, 2010, retroactive to January 1st 2010, and shall continue until January 18th, 2011. In consideration of his performance as Town Manager, Manager shall be paid a total annual base salary in the amount of \$45,000.00 (Forty-five thousand dollars). Town Manager shall not be entitled to overtime pay, but may take compensatory time off when and if approved by the Mayor.
3. **Water Plant Compensation.** When necessary to carry out the essential functions of the Ophir Water Improvement Project, the Manager's salary in the General Fund shall be augmented, and such augmentation shall be paid or reimbursed by the Town's Capital Improvement Fund – Water Plant, for authorized time at a rate of \$22.50 per hour, in an amount not to exceed \$10,000.00 in the fiscal year 2010.
4. **Benefits and Educational/Licensure Allowances:** Subject to annual appropriation, the Town shall provide an annual Town Manager budget of \$2400.00 (Two thousand, four hundred dollars) for benefits. The budget for benefits may include IRA or other retirement contributions, life insurance, health benefits, and such other benefits as may be mutually deemed appropriate by Manager and the Town Treasurer. The Town shall also provide education expenses in the amount of \$1000.00 (One thousand dollars) which shall be spent on municipal conference or workshop fees, travel, lodging, per diem, or other education related expenses.
5. **Termination and Options:** Manager shall be considered an at-will employee. This Agreement may be terminated by Manager with (30) thirty days prior written notice. Such notice may be waived with the consent of the parties. This Agreement may be terminated at any time by the General Assembly, provided that in such case, Manager shall be entitled to accrued compensation or benefits, together with a severance payment equivalent to (60) sixty days of accrued compensation and benefits, unless there has been illegal action or breach of Manager's fiduciary responsibility as Manager, in which case no such severance shall be paid.
6. **Assignment:** The rights and obligations of the parties under this Agreement are not assignable without the written consent of both parties.
7. **Notices:** All notices required or permitted herein shall be in writing and shall be personally delivered or mailed by registered or certified U.S. Mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph.

If to the Town:

Mayor
P.O. Box 683
Ophir, CO 81426

If to Manager:

Randy Barnes
P.O. Box
Ophir, CO 81426

8. **Entire Agreement:** This Agreement and the Manager's Job Description attached, hereto, shall constitute the entire agreement between the parties.
9. **Approval:** Execution of the Agreement must first be approved by Ordinance of the Town of Ophir General Assembly.

IN WITNESS WHEREOF, the Town of Ophir, Colorado, has caused, this Agreement to be signed by its Mayor, attested by its Town Clerk, and impressed with its municipal seal, and Manager has signed his name to this Agreement, as of the day and year first appearing above.

Town: _____

Manager: Randy Barnes

Attest:

By: [Signature]
Joe Lawton, Mayor

By: Rhonda Claridge
Rhonda Claridge, Town Clerk

Ophir Town Manager
Job Description
12/15/2009

Duties

1. Promotes the compliance of Federal, State, County and Town statutes, regulations and ordinances. Coordinates with Mayor and staff in order to achieve the General Assembly's goals and objectives with maximized efficiency. Is responsible to the General Assembly for the administration of all departments of the Town of Ophir with exception of elected officials.
2. Supervises the administration and enforcement of all laws and ordinances of the Town of Ophir.
3. Delivers employee and contractor hours monthly to Town Treasurer or Finance Director in a manner expedient to payroll administration.
4. Ensures compliance with all Town's contractual obligations.
5. Advises committee/commission chairpersons.
6. Hosts an annual June forum regarding general town maintenance and improvement projects.
7. Subject to the requirements of statutes and ordinances, and in accordance with rules, regulations and direction of the General Assembly, purchases materials and authorizes expenditures of funds on behalf of the Town as approved by the Treasurer in accordance with adopted annual budget.
8. Issues administrative regulations and procedures applicable to areas and departments under his/her supervision, in the form of rules, which are not in conflict with the laws of the State of Colorado or Town of Ophir.
9. Provides public reception during scheduled office hours at the Town Hall, answers Ophir Town Hall telephone, and regularly checks Town Hall message machine. Follows through on all public requests accordingly and in a timely fashion. Receives all Town monies and delivers to Finance Director, with an appropriate paper trail.
10. Administers basic Building Department functions (e.g. recordkeeping, public response, inspection coordination).
11. Provides administrative support to all town staff and board members, as necessary.
12. Ensures management of town website and ensures information is current and accurate.
13. Administers dog-licensing program and keeps related records.
14. Oversee and implement construction and completion of Town of Ophir Water System Improvements; ensure compliance by Town and Contractor with applicable construction agreements and funding source (grant and loan) compliance.

Appointment and Removal Powers

The Town Manager shall be responsible for the appointment and removal of all employees or contractors not elected and as determined by the General Assembly.

Salaries/fees/contracts for employees and contractors are to be approved by the General Assembly.

Supervisory Powers

The Town Manager shall be responsible for the direct supervision of all employees and contractors not elected by the General Assembly.

Term of Office

The Town Manager shall serve at the pleasure of the General Assembly of the Town of Ophir. Base salary or hourly wage shall be determined by the General Assembly for a minimum of six months and a maximum of two years, unless otherwise set in a contract with the General Assembly.