

ORDINANCE NO. 2017-2

**APPOINTING TOWN MANAGER AND APPROVING TOWN MANAGER
CONTRACT**

WHEREAS, the Town has the position of the Town Manager, and the General Assembly desires to renew the Ophir Town Manager contract as revised 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 Town Manager, to commence effective as of January 17th, 2017 for a two year contract term. 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:

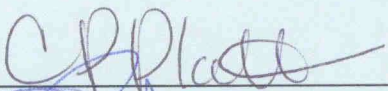
If any one or more sections or parts of this Ordinance is adjudged unenforceable or invalid by a court of competent jurisdiction, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, the intention being that the various provisions herein are severable.

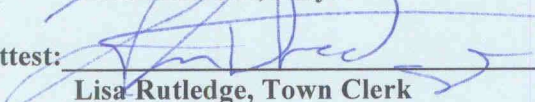
SECTION 5: EFFECTIVE DATE:

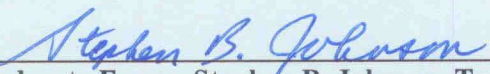
This Ordinance shall take effect immediately upon final adoption.

Introduced, Read and Approved on First Reading by the General Assembly on the 3rd day of January 2017.

Approved and Adopted on Second and Final Reading by the General Assembly of the Town of Ophir on the 17th day of January 2017.

By: 
Corinne Platt, Mayor

Attest: 
Lisa Rutledge, Town Clerk


Approved as to Form: Stephen B. Johnson, Town Attorney

**TOWN MANAGER EMPLOYMENT AGREEMENT
TOWN OF OPHIR**

This Town Manager Employment Agreement ("Agreement") is entered into as of January 17th, 2017, 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".

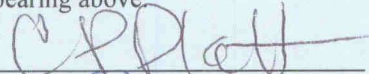
1. **Purpose of Agreement:** The General Assembly and Manager hereby agree to enter into this Agreement to retain Manager as an employee of the Town of Ophir for the position of **Town Manager**. Manager shall faithfully and diligently perform such duties as are set forth in the attached "Job Description" as adopted by the General Assembly.
2. **Term and Compensation:** The term of this Agreement shall commence on January 17th, 2017 and shall continue until January 15th 2019. In consideration of his performance as Town Manager, Manager shall be paid a total annual base salary in the amount of \$60,000 (Sixty 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. **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.
4. **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.
5. **Assignment:** The rights and obligations of the parties under this Agreement are not assignable without the written consent of both parties.
6. **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 854
Ophir, CO 81426

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

By: Corinne Platt, Mayor

Manager: 

By: Randy Barnes, Town Manager

Attest: 

By: Lisa Rutledge, Town Clerk