

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 7
SERIES OF 2022**

**A RESOLUTION APPOINTING LAURIE SIMONSON AS CITY ADMINISTRATOR
FOR THE CITY OF LEADVILLE AND APPROVING AN EMPLOYMENT AGREEMENT**

WHEREAS, C.R.S. § 31-4-107 authorizes the City Council to appoint a city administrator; and

WHEREAS, City Council desires to appoint Laurie Simonson to serve as Leadville's city administrator; and

WHEREAS, Ms. Simonson desires to accept the position of city administrator pursuant to the terms and conditions set forth in the employment agreement attached to this Resolution ("Employment Agreement").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville, Colorado, as follows:

Section 1. The City Council hereby:

- (a) appoints Laurie Simonson as the City Administrator for the City of Leadville;
- (b) approves the Employment Agreement with Ms. Simonson in substantially the form attached hereto as **Exhibit 1**;
- (c) authorizes the City Attorney, in consultation with the Mayor, to make any changes as may be needed to the Employment Agreement to correct any non-material errors or language that do not increase the obligations of the City or to comply with Council's motion of approval; and
- (d) authorizes the Mayor to execute the employment agreement on behalf of the City.

Section 2. This Resolution shall be effective upon its adoption.

ADOPTED this 1st day of February 2022 by a vote of 7 in favor, 0 against, 0 abstaining, and 0 absent.

CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

ATTEST:



Deputy City Clerk

EXHIBIT 1
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

(see attached agreement)

**CITY OF LEADVILLE, COLORADO
CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

This Agreement (the “Agreement”) is made and entered into by and between the City of Leadville, a statutory municipality of the State of Colorado (the “City”) and Laurie Simonson (“Ms. Simonson” or “Administrator”). The City and the Administrator may be collectively referred to herein as the “Parties” or individually as “Party.”

RECITALS

WHEREAS, in accordance with C.R.S. § 31-4-107, the City Council desires to employ Ms. Simonson as an at-will employee and the Administrator of the City based upon the terms and conditions set forth in this Agreement; and

WHEREAS, Ms. Simonson desires to accept employment as the Administrator based upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Administrator shall have the powers and duties of the City Administrator set forth in the Municipal Code, as amended from time to time, as provided herein, and as further directed by the City Council; and

WHEREAS, for all purposes related to this Agreement, the Administrator’s primary point of contact with the City Council shall be the Mayor of Leadville.

NOW, THEREFORE, in consideration of the payments, promises, and other good and valuable consideration provided for in this Agreement, the Parties agree as follows:

Section 1. Conditional Employment Offer.

This Agreement shall constitute an employment offer. The Administrator must successfully complete a background investigation prior to commencing employment. The cost of such investigation shall be borne by the City. Without limiting the at-will nature of the employment relationship contemplated hereby, the City retains and reserves the right to terminate this Agreement and rescind Ms. Simonson’s employment without any further liability or obligation to Ms. Simonson based on the results of such investigation.

Unless specifically altered herein, the Personnel Rules and Regulations of the City as may be in effect and amended from time to time, shall govern this employment relationship.

Section 2. Duties.

- A. **Duties generally.** Subject to Section 1 of this Agreement, the City hereby agrees to employ Ms. Simonson as the City Administrator, such employment to commence on February 14, 2022 (“Effective Date”). Ms. Simonson shall perform the functions and duties outlined in **Exhibit A**, along with such other duties and functions as set forth in the Leadville

Municipal Code, as amended from time to time, and as the City Council shall from time to time assign. The Administrator shall report to and serve at the pleasure of the City Council.

- B. Full-time. The Administrator position shall be a full-time exempt position that shall require a minimum average of forty hours of work per week. It is recognized that the Administrator must devote a great deal of time outside the normal office hours on business for the City, and thus, the Administrator shall be allowed to establish an appropriate work schedule subject to the approval of City Council. The Administrator may engage in such non-compensated activities as teaching, writing, and professional consultation, so long as such activity does not conflict with the interests of the City. The City Council shall resolve any questions regarding actual or potential conflicts of interest under this provision. The provisions of this paragraph are subject to the terms and conditions of the Offer Letter.
- C. Offer Letter. The terms and conditions set forth in the offer letter signed by the Mayor and addressed to Ms. Simonson, dated December 20, 2021 (“Offer Letter”), are incorporated herein by this reference.
- D. No other employment. Ms. Simonson shall not accept employment while employed as Administrator unless approved by the Mayor in writing, which approval may be reasonably withheld.
- E. Staffing. The City Council represents that the policy of the City is to maintain staffing levels at budgeted amounts, which may vary from year to year or within a year.
- F. Budget. Ms. Simonson acknowledges that the City Council adopts a budget and makes appropriations for the operations of the City, including staffing, for each calendar year, and further acknowledges and agrees that the duties described in the Leadville Municipal Code, this Agreement, and in **Exhibit A** shall be performed within the adopted budget and appropriated amounts.

Section 3. Term and Termination.

- A. Effective date. This Agreement shall become effective on February 14, 2022 (the “**Effective Date**”) or such earlier date as the Parties agree, irrespective of the date upon which either Party executes it. Unless earlier terminated as provided herein, this Agreement shall thereafter remain in effect until terminated by either Party.
- B. Employment at-will. The employment described in this Agreement is at will. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement at any time, with or without cause to do so. Likewise, nothing in this Agreement shall prevent, limit, or otherwise interfere with Ms. Simonson’s right to terminate this Agreement at any time, with or without cause to do so.
- C. Limit on compensation. Upon termination of this Agreement by either Party, the City shall pay Ms. Simonson the compensation provided for in Section 4 of this Agreement through the date of termination. Ms. Simonson shall not be entitled to additional compensation in

any form except that severance pay as outlined in Section 5 of this Agreement may be payable under the terms and conditions set forth therein if Ms. Simonson's employment is terminated without Cause and within the timeframes as defined in Section 5.

- D. Notice of intent to terminate Agreement. Ms. Simonson agrees that she will provide the City not less than sixty (60) days advance notice of her intention to terminate this Agreement, unless the Parties agree otherwise in writing. Should Ms. Simonson terminate this Agreement, she will reasonably and timely cooperate in the transition of her duties to other City personnel.
- E. City option to immediately terminate duties. Should the City exercise its right to terminate this Agreement, it may, in its discretion, require that Ms. Simonson cease her duties immediately.

Section 4. Salary, Performance and Compensation Reviews: Benefits.

- A. Salary. Ms. Simonson shall be paid an initial gross annual salary of Ninety-Five Thousand Dollars (\$95,000.00.) This amount shall be reduced by all mandatory tax and other payroll withholding amounts, as well as by all properly directed voluntary payroll withholding amounts.
- B. Performance and compensation reviews.
 - 1. The City Council shall schedule and conduct an initial goal setting and strategic planning meeting with the Administrator within thirty (30) days of the Effective Date and a follow-up strategic planning meeting with the Administrator within sixty (60) days after the initial strategic planning meeting.
 - 2. Within six months of the Effective Date of this Agreement, the Mayor shall schedule and complete a performance review for Ms. Simonson ("Initial Performance Review"). If Ms. Simonson's performance is satisfactory according to Mayor's determination at the Initial Performance Review, Ms. Simonson's initial gross annual salary shall be increased by Five Thousand Dollars (\$5,000.00).
 - 3. Following the Initial Performance Review, Ms. Simonson's performance for purposes of determining salary adjustments, if any, shall be reviewed annually commencing in December 2022. Annual salary adjustments, if any, shall be effective on January 1 following each December performance and compensation review in order to ensure that the Administrator's salary tracks with the City's budget year (January 1 – December 31).
- C. Relocation reimbursement. Ms. Simonson shall be entitled to up to Two Thousand Dollars (\$2,000.00) in relocation expenses, subject to the Administrator's relocation to the City of Leadville and the Administrator's submission of receipts for such expenses to the City's Finance Director. Reimbursement of relocation expenses may be used for relocating the Administrator's household, and similar expenses related to relocation to the City of

Leadville during the term of this Agreement. Reimbursement by the City shall be paid only upon the Administrator's timely submission of receipts.

- D. Holidays. Ms. Simonson shall be immediately entitled to paid holidays recognized by the City's Personnel Rules and Regulations.
- E. Paid time off. Ms. Simonson shall be immediately entitled to paid time off accrual and use at the four-year rate afforded to full-time employees of the City, as set forth in the City's Personnel Rules and Regulations.
- F. Retirement benefits. Ms. Simonson shall be eligible to participate in all retirement benefit plans made available to full-time employees of the City.
- G. ICMA and CCCMA membership. The City will pay the costs of International City/County Management Association (ICMA) and Colorado City & County Management Association (CCCMA) memberships for Ms. Simonson commencing in 2022. The City will also pay the costs of any other professional memberships that are mutually agreed upon by the Administrator and Mayor, subject to annual appropriation.
- H. ICMA and CCCMA conference attendance. The City shall pay dues and expenses of attending the annual ICMA and CCCMA conferences on behalf of Ms. Simonson. Nothing in this provision shall prevent the City Council from decreasing the amount budgeted for such purposes provided that such decrease is deemed necessary and in the best interests of the City as a result of the financial position of the City at the time.
- I. Reimbursable expenses. The City shall reimburse, or may pay in advance, the reasonable job-related expenses Ms. Simonson incurs while performing her role as Administrator and as budgeted by the City. Nothing in this Section 4.I. shall prevent the City Council from decreasing the amount budgeted for such purposes.
- J. Cell phone. The City shall provide Ms. Simonson with a City cell phone for her use in completing her duties as Administrator. The City will pay the cost of the cell phone and cell phone plan, including unlimited data.
- K. Other benefits. Ms. Simonson shall be eligible to receive and/or participate in all benefit plans made available to full-time employees of the City including without limitation health, dental, vision and life insurance as are provided from time to time to other City employees. Ms. Simonson shall be entitled to enroll and participate in such plans immediately upon the Effective Date of this Agreement to the extent such plans do not require a waiting period and allow immediate enrollment. Except as otherwise stated in the governing documents for a particular benefit program, all benefits programs are subject to modification or termination by the City from time to time, without notice, at the sole discretion of the City.

Section 5. Severance Pay.

- A. **Severance pay only in limited circumstances.** In the event Ms. Simonson's employment is terminated by the City during the term of this Agreement for other than "Cause" as defined in Section 5, during such time that Ms. Simonson is willing and able to perform the duties of City Administrator, the City agrees to pay Ms. Simonson severance pay as provided herein. Notwithstanding anything to the contrary, the severance pay described in this Section 5 is available only after Ms. Simonson has been employed by the City as the Administrator for at least one (1) year. No severance pay shall be paid by the City under this Agreement if this Agreement is terminated, for any reason, on or before February 14, 2023.
- B. **Definition of "Cause".** For purposes of this Section 5, "Cause," for termination includes:
- (1) violating any material term of this Agreement;
 - (2) failing to perform the job duties stated in this Agreement and in **Exhibit A**, attached hereto and incorporated herein;
 - (3) conviction of (or pleading guilty or nolo contendere to)
 - a. any misdemeanor involving moral turpitude or fraudulent conduct, or
 - b. any felony;
 - (4) theft from the City; or
 - (5) material misuse of any assets of the City.
- C. **Notice required in limited circumstances.** If the City asserts that the actions of Ms. Simonson meet the requirements of subparagraph (1) or (2) of the definition of "Cause" set forth in Section 5.B. above, "Cause" shall not be present unless: (i) the City has given Ms. Simonson written notice specifying in reasonable detail the event or circumstances constituting Cause; and (ii) Ms. Simonson has failed to commence with a cure for such event or circumstances within five (5) calendar days from the date the written notice was provided by the City to Ms. Simonson.
- D. **No severance pay if termination for Cause or resignation, death, disability.** If Ms. Simonson's employment is terminated by the City for Cause, or if Ms. Simonson resigns, becomes disabled or dies during the term of this Agreement, Ms. Simonson shall only be entitled to receive her salary and associated benefits as outlined in Section 4 through the date of termination, and shall not, in any circumstances, be entitled to receive any severance pay pursuant to this Section 5.
- E. **Severance.** In the event of employment termination as provided in Section 5.A. above occurring any time after February 14, 2023, Ms. Simonson shall be entitled to one (1) month salary and to the City continuing to provide and pay for the benefits set forth in Section 4.J that Ms. Simonson was receiving at the time of termination for a period of one (1) month following termination, unless the City is prohibited from maintaining such benefits under the City insurance plan, in which case the City shall pay Ms. Simonson a lump sum cash payment equal to one (1) month's benefits. The benefits provided for under this Section 5.E. shall be those benefits to which Ms. Simonson is entitled at the time of

termination for other than "Cause." The one month severance payment shall not include the provision of the following: (1) payment of membership dues and subscriptions, and (2) accrual of any form of paid time off. The salary and benefits provided for under this Section 5.E. shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether Ms. Simonson has secured other employment.

Section 6. Return of City Materials.

Upon terminating employment with the City, the Administrator will deliver to the City any and all property belonging to the City then in her possession. Ms. Simonson further agrees that any property situated on the City's premises and owned by the City, including disks and other storage media, filing cabinets or other work areas, are subject to inspection in the presence of the Administrator by appropriate City personnel at any time with or without notice.

Section 7. General Provisions.

- A. No Multiple Year Obligation. Nothing in this Agreement shall create a multiple-fiscal year financial obligation as contemplated and as prohibited by Article X, § 20 of the Colorado Constitution.
- B. This Agreement consists of the entire agreement between the City and Ms. Simonson with respect to her employment as City Administrator.
- C. If any provision or any portion of this Agreement is adjudged unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- D. This Agreement may only be amended by a written instrument, duly executed by each Party.
- E. This Agreement will be governed by and construed according to the laws of the State of Colorado as such laws are applied to agreements entered into and to be performed entirely within Colorado between Colorado residents.
- F. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the City of Leadville, Colorado, has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested by the Deputy City Clerk, and Ms. Simonson has signed and executed the Agreement, on the dates indicated below.

THE CITY OF LEADVILLE, COLORADO:

By:

Greg Labbe, Mayor

Date

ATTEST:

Deputy City Clerk

Date

APPROVED AS TO FORM:

City Attorney

Date

LAURIE SIMONSON:

Signature

Date

Exhibit A Duties

This **Exhibit A** is incorporated into and made part of the City Administrator Employment Agreement (the “Agreement”) entered into by and between the City of Leadville, a Colorado municipality (“City”), and Laurie Simonson (“Ms. Simonson” or “Administrator”) (collectively, the “Parties”).

The Parties agree that the duties of the City Administrator shall include the following:

1. Ms. Simonson shall provide on a full-time basis those day-to-day functions typically performed by the chief administrative officer of a municipality similar in size to the City and shall assist in developing and implementing policies to effectuate efficient management of the City.

2. Ms. Simonson shall have supervisory and management authority over all departments of the City.

3. Ms. Simonson shall perform the duties and functions of the City Administrator as directed by a majority of the City Council and shall regularly communicate with the City Council through updates or reports at scheduled City Council meetings.

4. Ms. Simonson shall assist the City Council in its preparation for, and shall attend and participate in, unless having good reason to be excused, all regular and special meetings of the City Council, including evening meetings, work sessions, and weekend City Council retreats.

5. Ms. Simonson shall oversee and assure the continuation and completion of City projects identified by the Mayor and City Council.

6. Ms. Simonson shall prepare and timely submit an annual budget to the City Council in accordance with the Colorado Local Government Budget Law and shall cause to be prepared and timely filed an annual audit in accordance with the Colorado Local Government Audit Law.

7. Ms. Simonson shall have the authority to identify and hire candidates for employment with the City. The Administrator shall prepare job descriptions; advertise job vacancies; conduct interviews, background checks and investigations; and select candidates. The Administrator may delegate these duties to a qualified contractor or other employee of the City.

8. Ms. Simonson shall communicate with and supervise City employed staff, and shall have authority to hire, promote, or terminate any City employee who reports to the City Administrator.

9. Ms. Simonson acknowledges that the City is an equal opportunity employer. Ms. Simonson agrees that she will comply with the City’s policies regarding employment practices and with all applicable federal, state, and local laws prohibiting discrimination on the basis of any then applicable protected trait.

10. Ms. Simonson shall supervise City contractors, except the City Attorney, Municipal Judge, the City's contract prosecutor, and any other city officer who reports directly to and is appointed by City Council.

11. Ms. Simonson shall attend meetings and conferences as a representative of the City when directed by the Mayor or City Council.

12. Ms. Simonson shall assist the City in addressing emergencies that arise during the Term, including those that require her presence at City offices after business hours or on a weekend.

13. Ms. Simonson shall authorize and make purchases for City operations in accordance with the City's then-effective purchasing policies and Colorado law.