

TOWN OF KEYSTONE
Summit County, Colorado

RESOLUTION 2024-34

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF KEYSTONE, COLORADO
APPROVING TOWN MANAGER EMPLOYMENT AGREEMENT WITH JOHN CRONE

WHEREAS, the Town of Keystone is a home rule municipality governed by the Keystone Home Rule Charter; and

WHEREAS, Section 7.1 of the Keystone Home Rule Charter provides that Town Council shall hire a Town Manager; and

WHEREAS, Town Council selects and hires John Crone as the Town of Keystone Town Manager; and

WHEREAS, the Town Council desires to approve the Town of Keystone Town Manager Employment Agreement.

Now, Therefore, be it Resolved by the Town Council of the Town of Keystone, Colorado, that:

Section 1. The Town Council approves the Town of Keystone Town Manager Employment Agreement attached as Exhibit A. The Town Council authorizes the Mayor to execute the Town Manager Employment Agreement.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the Town Council.

ADOPTED by a vote of 6 in favor and 0 against, this 23rd day of April, 2024.

By: Kenneth D. Riley
Kenneth D. Riley, Mayor

ATTEST:

Approved as to Form:

By: Madeline Sieber
Town Clerk

By: Jennifer Maden
Town Attorney

**TOWN OF KEYSTONE
TOWN MANAGER EMPLOYMENT AGREEMENT**

This Employment Agreement (the "**Agreement**") is made and entered into by and between the Town of Keystone, a Colorado municipal corporation and home rule town (the "**Town**") and John Crone ("**Crone**" or "**Manager**"). The Town and the Manager are collectively referred to as the "**Parties**."

RECITALS

WHEREAS, the Town desires to employ John Crone as an at-will employee and the Manager of the Town based upon the terms and conditions set forth in this Agreement; and

WHEREAS, Crone desires to accept employment as the Town Manager based upon the terms and conditions set forth in this Agreement.

WHEREAS, for purposes of this Agreement, the Town of Keystone is a unit of local government whose governing body is directly elected by the electors of the Town and the Town is, therefore, excepted from compliance with the provisions of C.R.S. § 24-19-101, *et seq.*, specifically C.R.S. §24-19-108(1)(c).

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. Duties.

- A. **Duties Generally.** The Town hereby agrees to employ Crone as the Town Manager, such employment to commence on May 13, 2024. In that capacity, Crone shall perform the functions and duties outlined in Exhibit A, along with such other duties and functions as the Town Council shall from time-to-time assign. The Manager shall report to and serve at the pleasure of the Town Council as provided in Section 7.4 of the Home Rule Charter.
- B. **Full-Time.** The Manager position shall be a full-time executive exempt position that shall require a minimum of forty hours of work per week.
- C. **No Other Employment.** Crone shall not accept employment with or actively engage in any other business or employment while employed as Manager unless approved by the Town Council in writing, which approval may not be unreasonably withheld.
- D. **Hiring.** The Manager shall have the authority to identify and hire candidates for employment with the Town. The Manager shall prepare job descriptions;

advertise job vacancies; conduct interviews, background checks and investigations; and select candidates.

- E. Discipline. The authority for disciplining personnel of the Town shall be delegated to the Manager subject to the terms in this section. The Manager shall have all authority to discipline Town personnel, including termination, consistent with the Town Home Rule Charter, state and federal law, Town Code and adopted Personnel Policies.
- F. Staffing. The Town Council represents that the policy of the Town is to maintain staffing levels at budgeted amounts, which may vary from year to year or within a year.
- G. Budget. Crone acknowledges that the Town Council adopts a budget and makes appropriations for the operations of the Town, including staffing, for each calendar year, and further acknowledges and agrees that the duties described in this Agreement and in **Exhibit A** shall be performed within the adopted budget and appropriated amounts.

Section 2. Term And Termination

- A. This Agreement shall become effective on May 13, 2024 (the “**Effective Date**”), irrespective of the date upon which either Party executes it. It shall thereafter remain in effect until terminated by either Party.
- B. The employment described in this Agreement is at will. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate this Agreement at any time, with or without cause to do so, in accordance with Section 7.3 of the Keystone Home Rule Charter. Likewise, nothing in this Agreement shall prevent, limit, or otherwise interfere with Crone’s right to terminate this Agreement at any time, with or without cause to do so.
- C. Upon termination of this Agreement by either Party, the Town shall pay Crone the compensation provided for in Section 3 of this Agreement through the date of termination. Crone shall not be entitled to additional compensation in any form except that severance pay as outlined in Section 4 of this Agreement may be payable under the terms and conditions set forth therein.
- D. Crone agrees to provide the Town not less than three weeks’ written notice of the intention to terminate this Agreement. Should Crone terminate this Agreement, the Manager will reasonably and timely cooperate in the transition of the duties to other Town personnel.
- E. Should the Town exercise its right to terminate this Agreement, it may, in its discretion, require that Crone cease the job duties immediately.

- F. Nothing in the Agreement shall prohibit the Town and Crone from jointly executing a Separation Agreement to further clarify details related to separation.

Section 3. Salary and Benefits.

- A. Salary. Commencing May 13, 2024, Crone shall be paid an annual gross salary as approved of \$ 165,000, payable in equal biweekly installments, and as may be adjusted by the Town Council from time to time. This salary amount and any bonus amount shall be reduced by all mandatory tax and other payroll withholding amounts, as well as by all properly directed voluntary payroll withholding amounts.

Crone's performance and compensation, including salary, shall be reviewed on an annual basis. The review shall take place in October of each year prior to the adoption of the Town's succeeding year annual budget. The Manager shall be responsible for scheduling the review on an agenda of the Town Council, which review may or may not be held in executive session as a personnel matter in the discretion of the Town Council subject to the Manager's right under state law to hold discussion of such personnel matter in the open meeting. The Town Council shall provide the Manager with a reasonable and adequate opportunity to discuss and/or respond to the Manager's evaluation. The annual performance reviews and evaluations shall be reasonably related to the Manager's written job description, Duties described in this Agreement and such other duties that are commonly within the purview of duties of a town manager/city manager in Colorado, as may be assigned by the Town Council.

- B. Cell Phone Allowance. The Town shall provide Crone seventy-five dollars (\$75) per month as a cell phone allowance. By accepting such allowance, Crone agrees to assume responsibility for paying for the operation and maintenance, repair, insurance, and regular replacement of the personal own cell phone, which he shall be obligated to use to carry out the job duties. Crone shall be willing to make this personal cellular phone number available to Town staff and elected officials for the conduct of Town business.
- C. Vacation, Sick, and Holidays. Crone shall be entitled to paid time off per the Town's Employee Handbook, as may be amended from time to time. In addition, Crone shall be entitled to paid holidays recognized by the Town's personnel or employment policies.
- D. Benefits. Crone shall also be eligible to receive and/or participate in all benefit plans made available to full-time employees of the Town including without limitation health insurance and retirement savings plans as are provided from time to time to other Town employees. Similar to other employees, Crone is also eligible to receive the employee benefit of the Summit County stipend.

Except as otherwise stated in the governing documents for a particular benefit program, all benefits programs are subject to modification or termination by the Town from time to time, without notice, at the sole discretion of the Town.

- E. Dues and Subscriptions. The Town agrees to budget and to pay the professional dues and subscriptions necessary for Crone's continuation and full participation in national, state, and local associations and economic development groups necessary and desirable for Crone's continued professional participation, growth, and advancement, and for the good of the Town, including but not limited to the payment of dues in the International City/County Managers Association (ICMA), Colorado City & County Management Association (CCCMA), and the Colorado Municipal League (CML). Nothing in this paragraph shall prevent the Town Council from decreasing the amount budgeted for such purposes provided that such decrease is deemed necessary and in the best interests of the Town as a result of the financial position of the Town.

Section 4. Severance Pay.

- A. In the event Crone's employment is terminated by the Town for other than "Cause" or death or Disability as defined herein during such time that Crone is willing and able to perform the duties of Town Manager, the Town agrees to pay Crone severance pay as provided herein.
- B. For purposes of this Section 4, "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**;
 - (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 Town;
 - (5) material misuse of any assets of the Town;
 - (6) violation of a term of the Town's employee handbook or employment policies, Colorado ethic laws applicable to local government employees, or the Town's Code of Ethics (when effective); or
 - (7) accepting employment with or actively engaging in any other business in violation of this Agreement.
- C. If the Town asserts that the actions of Crone meet the requirements of subparagraph (1), (2), (4), (5), (6) or (7) of the definition of "Cause" set forth in this subsection B of this Section 4, "Cause" shall not be present unless (i) Town has given Crone written notice specifying in reasonable detail the event or circumstances constituting Cause, and (ii) Crone has been provided a reasonable opportunity to respond to such notice and, if the events are curable, cure such event or circumstances within twenty (20) days from the date of such notice from Town. Actions of the Manger that meet subparagraph (3) do not

require notice or the opportunity to respond because the Manager has been convicted.

D. If Crone's employment is terminated by the Town for Cause or if Crone resigns, becomes disabled or dies, as defined in subparagraph E of this Section, Crone shall be entitled to receive only the salary and associated benefits as outlined in Section 3 through the date of termination.

E. Disability or Death. In the event of Disability (as defined herein), the Town Council may elect, in its sole discretion and as provided in the Town Home Rule Charter Section 7.3, to release Crone from employment hereunder and may thereafter terminate this Agreement. In the event of termination upon death or Disability of Crone, Crone shall be entitled to receive salary through the date of termination. "Disability" means Crone's physical or mental incapacity resulting in Crone being unable to perform the duties, with or without reasonable accommodation, for any consecutive six-month period if the disability is work-related or three month period if other than work-related, or for any six non-consecutive months in any consecutive twelve-month period due to a work-related injury or any three non-consecutive months in any consecutive twelve month period due to an injury or condition that is not work-related. Any question as to the existence of the Disability of Crone as to which Crone and Town cannot agree shall be determined in writing by a qualified independent physician as appointed by Town and Crone (or Crone's representative). The determination of Disability in writing made to the Town and Crone by the qualified independent physician shall be final and conclusive for all purposes of this Agreement. Nothing in this provision or Agreement shall be construed as a waiver of Crone's rights under the Americans with Disabilities Act, if applicable.

F. Severance Pay. In the event of termination of employment as provided in Subsections (A) above and Subsection (G) below, Crone shall be entitled to:

- one (1) months' salary and benefits to be paid on a biweekly basis following Crone's termination if such termination occurs within the first year of Crone's employment with the Town starting on the date of employment (May 13, 2024), or
- three (3) months' salary and benefits to be paid on a biweekly basis following Crone's termination if such termination occurs after the first year of Crone's employment with the Town starting on the date of employment (May 13, 2024)

The benefits provided as part of termination shall be those benefits to which Crone is entitled at the time of termination but shall exclude and shall not include the provision of compensation or payment for or accrual of the following: any form of leave or paid time off (including but not limited to personal, vacation, or sick leave). The salary and benefits described in this paragraph F shall be an

entitlement accrued under the conditions referenced herein and shall be paid without regard to whether Crone has secured other employment.

- G. If the Town Council, at any time during the term of this Agreement, reduces the salary or other financial benefits of Crone in greater percentage than an applicable across-the-Town reduction for all Town employees, Crone may, at Crone's option, resign and be deemed to be "terminated" at the date of such reduction and severance pay shall be due and owing.
- H. In the event Crone voluntarily resigns or is terminated for Cause within the term of this Agreement, Crone shall be responsible to reimburse the Town for the value of any equipment purchased by the Town for the use which is not otherwise useable by another employee. Upon original purchase of equipment deemed not otherwise useable by another employee, the Town Finance Director shall retain related purchase documents and provide copies to Crone. Value shall be based on the then-present value of such equipment and reimbursement shall occur through deduction from any final paycheck. If no such deduction is made, Crone shall be responsible to reimburse the Town upon written demand therefor.

Section 5. General Expenses.

The Town shall reimburse, or may pay in advance, the reasonable, job-related expenses Crone incurs while performing the role as Town Manager. The Town agrees to pay the actual and incidental costs incurred by the Manager for travel in accordance with approved Town travel policies, rules, and regulations. The Manager shall comply with all procedures and documentation requirements in accordance with approved Town travel policies, rules, and regulations. Nothing in this Section shall prevent the Town Council from decreasing the amount budgeted for such purposes.

Section 6. Return Of Town Materials.

Upon terminating employment with the Town, the Manager will deliver to the Town any and all property belonging to the Town then in the Manager's possession. Manager further agrees that any property situated on the Town's premises and owned by the Town, including disks and other storage media, filing cabinets or other work areas, are subject to inspection in the presence of the Manager by appropriate Town personnel with reasonable coordination with the Manager.

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 Town and Crone with respect to his employment as Manager.

- 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. Nothing in this Agreement shall be interpreted as a waiver or release as to any claims by Crone.
- G. This Agreement may be executed in counterparts. The signatures required for execution may be transmitted by facsimile or electronically (scan and e-mail), and such facsimile or electronic signature shall be deemed a duplicate original, shall be effective upon receipt, may be admitted in evidence, and shall fully bind the party making such signature.

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Exhibit A
Job Duties of Town Manager

The Parties agree that the duties of the Town Manager shall include the following:

1. The Town Manager shall serve as the Chief Administrative Officer of the Town.
2. The Town Manager shall perform the duties as described in Section 7.4 of the Town of Keystone Home Rule Charter:

Section 7.4. Powers and Duties of Town Manager.

The Town Manager shall be responsible to and report directly to the Town Council on the proper administration of all affairs of the Town placed in the Town Manager's charge, and to that end, the Town Manager shall have the powers and duties as set forth by the Town Council by Ordinance, including, but not limited to:

- (a) Enforcing or supervising the enforcement of all laws of the Town; and
 - (b) Supervising and overseeing all aspects of Town functions and activities, services, contracts, personnel, and departments that report to the Town Manager; and
 - (c) Performing or supervising the performance of budget-related duties, accounting duties and financial and risk planning, reporting, and management; and
 - (d) Reporting regularly to the Town Council on the functioning of all Town departments, services, activities, and financial matters; and
 - (e) Attend Town Council meetings unless attendance is excused; and
 - (f) Performing such other duties as set forth in the Ordinances of the Town or by direction of the Town Council.
3. The Town Manager manages the day-to-day operations of the organization as well as translating the Council's vision and goals into budgetary priorities and operational objectives. The Town Manager is expected to be active and involved in local and regional associations and partnerships.
 4. The Town Manager is responsible for providing leadership, efficiency, transparency, accountability, and fiscal responsibility to the organization.
 5. The Town Manager will lead all daily operations of the Town, with reporting functions in Administration, Finance, Community Development, Public Works, and Law Enforcement.
 6. The Town Manager acts in a supervisory capacity over all town employees and is responsible for hiring, training and termination of employees. Performance management will also include regular reviews and assessing annual contracts.
 7. The Town Manager must perform the function and duties as specified within Colorado Statutes, the Town Charter, and perform other legally permissible and proper duties and functions.

8. The Town Manager works closely with the Town Council and will perform the duties necessary to ensure efficient and effective provision of all Town services.
9. The Town Manager is expected to live within Summit County, Colorado or within reasonable proximity to Summit County, Colorado. The Town Council can make an exception to this expectation.