

FOURTEENTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourteenth Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between City and Manager dated December 19, 2011, as amended previously.

The purpose of this amendment is to set the compensation for the Manager for 2021.

The parties agree that the City will pay employee A 4% pay raise over 2020 hourly wage of (\$46.3688) for 2021.

The parties agree that the City will allow employee a one time additional 80 hours of vacation buyout.

All other terms and conditions of this contract and all amendments shall remain in effect.
Dated this 7th day of December, 2020.

CITY OF FLORENCE



Mayor



Michael Patterson, City Manager

ATTEST:



City Clerk

AMENDMENT 13.1 TO EMPLOYMENT AGREEMENT

This 13.1 Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between City and Manager dated December 19, 2011, as amended previously.

The purpose of this amendment is to set the compensation for the Manager for 2020.

The parties agree that the City will pay employee (\$96,532.71) for 2020. This is Manager's 2019 rate Plus 1% Cost of Living Adjustment to base salary.

The parties agree that the City will provide Manager with additional compensation consisting of up to \$2,500.00 of a credit toward water used at his place of residence (631 Sylvanite St., Florence, CO 81226).

The parties further agree that the City will provide the City Manager with a 6 (six) month severance package upon termination by the City Council.

All other terms and conditions of this contract and all amendments shall remain in effect.
Dated this 4th day of November, 2019.

CITY OF FLORENCE



Mayor



Michael Patterson, City Manager

ATTEST:



City Clerk

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ELEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

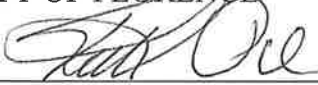
This Eleventh Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between City and Manager dated December 19, 2011, as amended previously.

The purpose of this amendment is to set the compensation for the Manager for 2018.

The parties agree that the City will pay employee (\$91,833.52) for 2018. Plus 2% of base salary in lieu of additional retirement contributions.

All other terms and conditions of this contract and all amendments shall remain in effect.
Dated this 19 day of December, 2017.

CITY OF FLORENCE



Mayor



Michael Patterson, City Manager

ATTEST:



City Clerk

TENTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Tenth Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between City and Manager dated December 19, 2011, as amended previously.

The purpose of this amendment is to set the compensation for the Manager for 2017.


The parties agree that the City will pay employee at Range 52, step 4 (\$88,276.00) on the City of Florence 2017 employee compensation chart (Please see attached). Plus 2% of base salary in lieu of additional retirement contributions.

All other terms and conditions of this contract and all amendments shall remain in effect.
Dated this _____ day of _____, 2016.

CITY OF FLORENCE



Mayor



Michael Patterson, City Manager

ATTEST:



City Clerk

NINTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Ninth Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between City and Manager dated December 19, 2011, as amended previously.

The purpose of this amendment is to clarify the Employment Agreement to include certain benefits that were agreed upon by the parties in January, 2016, but never reduced to writing. The parties now wish to reduce that agreement to writing, which is represented by this Ninth Amendment.

The parties agreed that the City would pay a 3% match of Manager's contribution to Manager's retirement plan with the City AND, in addition thereto, the City agreed to pay 2% of Manager's 3% contribution to the plan, beginning with the first pay period in January, 2016. To date, the City has paid only its 3% match and not 2% of Manager's 3% contribution to the plan (the "2% deficiency").

The parties now desire to put into effect their agreement reached in January, 2016.

First, City will pay Manager a lump sum of \$988.56 to "reimburse" Manager for the 2% deficiency that accrued between the first pay period in January, 2016, through the last pay period in July, 2016.

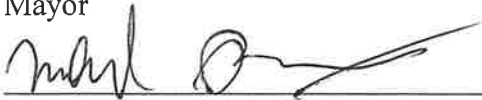
Second, beginning with the first pay period in August, 2016, City agrees to supplement Manager's salary by \$65.90 per pay period from which Manager shall contribute the 2% deficiency to the end of year.

Dated this 18th day of July, 2016.

CITY OF FLORENCE



Mayor



Michael Patterson, City Manager

ATTEST:



City Clerk

EIGHTH AMENDMENT TO EMPLOYMENT AGREEMENT

This EIGHTH Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012, Second Amendment dated July 1, 2012, Third Amendment dated January 1, 2013, Fourth Amendment dated January 6, 2014, 5th Amendment dated September 15, 2014, the Sixth Amendment dated December 15, 2014 and the 7th Amendment dated October 19th, 2015.

For good and valuable consideration, the parties agree to this EIGHTH Amendment as follows:

1. Subsection 4.1 is modified to provide as follows:

“City agrees to pay Manager a one time bonus of \$2,500.00 and the sum of \$85,680.46 for fiscal year 2016, effective January 1, 2016, for his services rendered pursuant to this Agreement, payable at the same intervals and in the same manner as other employees of the City. The monthly compensation to be paid Manager shall not be increased or decreased except as provided in paragraph 4.2. Under no circumstances shall Manager be entitled to additional compensation for compensatory time worked in the performance of his duties pursuant to this Agreement.”

The parties otherwise reaffirm the Employment Agreement in all its particulars, as amended.

Dated this 21st day of December , 2015.

City of Florence

By: 
Mayor

Attest:


City Clerk


Michael Patterson
City Manager

~~SIXTH~~
SEVENTH AMENDMENT TO EMPLOYMENT AGREEMENT

This ~~SEVENTH~~ ^{SIXTH} Amendment to Employment Agreement, by and between the City of Florence (City) and Michael Patterson (Manager) amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012, Second Amendment dated July 1, 2012, Third Amendment dated January 1, 2013, Fourth Amendment dated January 6, 2014, 5th Amendment dated September 15, 2014 and the Sixth Amendment dated December 15, 2014.

For good and valuable consideration, the parties agree to this SIXTH Amendment as follows:

1. Subsection 14.1(c) is modified to provide as follows:

“14.1(c). Manager may be paid, at his option, for up to 80 hours of accrued vacation time at his regular rate at any time before the end of each contract year.”

The parties otherwise reaffirm the Employment Agreement in all its particulars, as amended.

Dated this 19th day of October, 2015.

City of Florence

Attest:

By: 

Mayor



Deputy City Clerk



Michael Patterson
City Manager

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

This SIXTH Amendment to Employment Agreement, by and between the City of Florence ("City") and Michael Patterson ("Manager") amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012, Second Amendment dated July 1, 2012, Third Amendment dated January 1, 2013, Fourth Amendment dated January 6, 2014, and Fifth Amendment dated September 15, 2014.

For good and valuable consideration, the parties agree to this SIXTH Amendment as follows:

1. City agrees to increase Manager's salary beginning January 1, 2015 from the current amount of \$79,985.00 to \$82,385.00, representing a 3% step increase.

The parties otherwise reaffirm the Employment Agreement in all its particulars, as amended.

Dated this 15th day of December, 2014.

City of Florence

By: 

Mayor

Attest:



City Clerk



Michael Patterson

City Manager

SIXTH AMENDMENT TO EMPLOYMENT AGREEMENT

This SIXTH Amendment to Employment Agreement, by and between the City of Florence ("City") and Michael Patterson ("Manager") amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012, Second Amendment dated July 1, 2012, Third Amendment dated January 1, 2013, Fourth Amendment dated January 6, 2014, and Fifth Amendment dated September 15, 2014.

For good and valuable consideration, the parties agree to this SIXTH Amendment as follows:

1. City agrees to increase Manager's salary beginning January ^{5th} ~~1st~~ 2015 from the current amount of \$79,985.00 to \$82,385.00, representing a 3% step increase.

The parties otherwise reaffirm the Employment Agreement in all its particulars, as amended.

Dated this 15th day of December, 2014.

City of Florence

By: 
Mayor

Attest:


City Clerk


Michael Patterson
City Manager

FIFTH AMENDMENT TO EMPLOYMENT AGREEMENT

This FIFTH Amendment to Employment Agreement, by and between the City of Florence ("City") and Michael Patterson ("Manager") amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012, Second Amendment dated July 1, 2012, Third Amendment dated January 1, 2013 and Fourth Amendment dated January 6, 2014.

For good and valuable consideration, the parties agree to this FIFTH Amendment as follows:

1. Subsection 14.1(c) is added to provide as follows:

"14.1(c). Manager may be paid, at his option, for up to 80 hours of accrued vacation time at his regular rate at any time before the end of the 2014 contract year."

The parties otherwise reaffirm the Employment Agreement in all its particulars, as amended.

Dated this 15th day of September, 2014.

City of Florence

By: 
Mayor

Attest:


City Clerk


Michael Patterson
City Manager

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to Employment Agreement, by and between the City of Florence ("City") and Michael Patterson ("Manager") amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012, Second Amendment dated July 1, 2012, and Third Amendment dated January 1, 2013.

For good and valuable consideration, the parties agree to this Fourth Amendment as follows:

1. Section 4.1 is amended to read as follows:

"City agrees to pay Manager the sum of \$79,985.18 for fiscal year 2014, effective January 1, 2014, for his services rendered pursuant to this Agreement, payable at the same intervals and in the same manner as other employees of City. The monthly compensation to be paid Manager shall not be increased or decreased except as provided in paragraph 4.2. Under no circumstances shall Manager be entitled to additional compensation for compensatory time worked in the performance of his duties pursuant to this Agreement. "

The parties otherwise reaffirm the Employment Agreement in all its particulars, as amended.

Dated this 6 day of January, 2014, effective January 1, 2014.

City of Florence

By: 
Mayor

Attest:


City Clerk


Michael Patterson
City Manager

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement dated this 1st day of January, 2013, by and between the City of Florence ("City") and Michael Patterson ("Manager") amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by First Amendment dated February 6, 2012 and Second Amendment dated July 1, 2012.

For good and valuable consideration, the parties agree to this Third Amendment as follows:

1. Section 4.1 is amended to read as follows:

"City agrees to pay Manager the sum of \$76,125.40 per year for his services rendered pursuant to this Agreement, payable at the same intervals and in the same manner as other employees of City. The monthly compensation to be paid Manager shall not be increased or decreased except as provided in paragraph 4.2. Under no circumstances shall Manager be entitled to additional compensation for compensatory time worked in the performance of his duties pursuant to this Agreement. "

2. Section 7.1 is amended to read as follows:

"7.1 City agrees to pay Manager \$250.00 per month as reimbursement for the use of his personal vehicle for City business, which includes mileage and depreciation. In addition, City agrees to pay Manager an additional monthly sum equal to the standard reimbursement rate designated by the Internal Revenue Service for all trips in his personal vehicle for City business that equal or exceed 200 miles round trip until such time as an appropriate City vehicle is made available to Manager for such trips. Manager shall furnish City with written mileage logs of all miles traveled in his personal car for which he seeks reimbursement, indicating in the log the date of the travel, the total mileage, and the purpose of the trip. Manager shall provide City proof of insurance on his personal vehicle, with coverage of not less than \$100,000/\$300,000 and shall keep such insurance in full force and effect at all times during his employment with City."

3. Section 8.1 is amended to read as follows:

SECTION 8: CELLULAR TELEPHONE AND NOTEBOOK COMPUTER

"8.1 City shall provide Manager a Nextel/cell phone or similar communication device in connection with the business of City and the discharge of Manager's duties under this Agreement. City agrees to pay all charges associated with such use. City also agrees to provide Manager up to \$500 for the purchase of a notebook computer of Manager's choice for Manager's use in conducting City business. The notebook computer shall remain the property of City."

The parties otherwise reaffirm the Employment Agreement in all its particulars.

Dated this ____ day of January, 2013, effective January 1, 2013.

City of Florence

Attest:

By: _____
Mayor

City Clerk

Michael Patterson
City Manager

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement dated this 16th day of July, 2012, by and between the City of Florence and Michael Patterson amends that certain Employment Agreement between the parties dated December 19, 2011, as amended by a First Amendment dated February 6, 2012.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree to this Second Amendment as follows:

1. Section 4.1 is amended to read as follows:

“4.1 City agrees to pay Manager for fiscal year 2012 payable as follows: \$32,000.00 hereby receipted for, with the balance of \$36,000.00 payable at the rate of \$6,000.00 per month for the period July 1, 2012 through December 31, 2012, which amounts are to be paid at the same intervals and in the same manner as other employees of the City. The monthly compensation to be paid to Manager shall not be increased or decreased except as provided in paragraph 4.2. Under no circumstances shall Manager be entitled to any compensatory time for hours worked in the performance of his duties pursuant to this Agreement.”

2. Section 7.1 is amended to read as follows:

“7.1 City agrees to pay Manager \$250.00 per month as reimbursement for the use of his personal vehicle for City business which includes mileage (regardless of the number of miles driven) and depreciation. Manager shall, within ten days of the date of this Agreement, provide City with proof of insurance on his personal vehicle, with coverage of not less than \$100,000/\$300,000, and shall keep such insurance in full force and effect at all times during his employment with City.”

3. Section 13.1 is amended to read as follows:

“13.1 The City agrees to pay Manager a total of \$5,500.00 in moving expenses. Manager received \$500.00 upon execution of the original Agreement. The balance of \$5,000.00 shall be paid by City to the moving vendor as directed by Manager or as Manager shall otherwise direct.”

4. Section 14.1 is amended to read as follows:

“14.1 Manager shall accrue vacation as any other employee pursuant to City’s Personnel Policy Manual, except:

- a. Manager is granted five additional days of vacation per year in addition to what the Personnel Policy provides, to be taken at the pleasure of Manager; and

- b. Manager is allowed to carry over no more than 80 vacation hours of any given calendar year to the next calendar year.”

The parties otherwise reaffirm the Employment Agreement in all its particulars as amended by First Amendment.

Dated this 2nd day of July, 2012.

City of Florence

Attest:

By 
Mayor


City Clerk


Michael Patterson, City Manager

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS AMENDMENT to Employment Agreement dated this 16th day of January, 2012, by and between the City of Florence and Michael Patterson amends that Employment Agreement between the parties. For good and valuable consideration, the parties do hereby agree as follows:

1. Paragraph 2.1 of the Employment Agreement shall be amended to reflect that the Employment Agreement commenced effective January 1, 2012.
2. City Manager shall be paid commencing on that date.
3. The parties otherwise reaffirm said Employment Agreement in all its particulars.

Witness our hands and seals this 6th day of February, 2012.

CITY OF FLORENCE



Mayor



Michael Patterson, City Manager

ATTEST:



City Clerk

RESOLUTION NO. 28-2011

**A RESOLUTION OF THE FLORENCE CITY COUNCIL FOR THE
EMPLOYMENT OF A CITY MANAGER**

WHEREAS, during a special meeting of the Florence City Council held December 8, 2011, the Florence City Council negotiated an employment agreement for Michael Patterson to become Florence City Manager; and

WHEREAS, Michael Patterson has signed the employment agreement and accepted the position of City Manager of the City of Florence.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Florence that Michael Patterson is appointed Florence City Manager effective January 5, 2012 based on a fully executed employment agreement.

RESOLVED this 19th day of December 2011.



Mayor

ATTEST:



City Clerk