

RESOLUTION 2015-108  
OF THE COUNCIL OF THE CITY OF FORT COLLINS  
AUTHORIZING THE TWELFTH ADDENDUM TO THE  
MUNICIPAL JUDGE'S EMPLOYMENT AGREEMENT

WHEREAS, Municipal Judge Kathleen M. Lane was first appointed to the position of Municipal Court Judge of the City for a term commencing July 1, 1989, which appointment was for a period of two years as required by Article VII, Section 1 of the City Charter; and

WHEREAS, Judge Lane has subsequently been reappointed by the City Council for successive two-year terms; and

WHEREAS, by adoption of Resolution 2014-121, Judge Lane was most recently reappointed by the City Council for a two-year term that will expire on December 31, 2016; and

WHEREAS, the City and Judge Lane previously entered into that certain Employment Agreement dated July 31, 1989 ("the Employment Agreement"), and have also entered into eleven previous addenda to the Employment Agreement which are dated June 19, 1991, January 23, 1995, December 31, 1996, January 11, 2001, December 11, 2003, December 7, 2004, December 5, 2006, December 9, 2008, December 13, 2010, December 5, 2012, and December 16, 2014, respectively; and

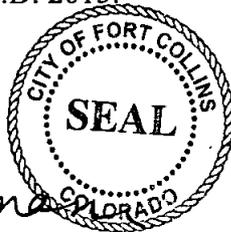
WHEREAS, the City Council wishes to make changes to the Employment Agreement to reflect different terms concerning vacation leave.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

Section 2. That the Mayor is hereby authorized to execute a Twelfth Addendum to the Employment Agreement between the City and Kathleen M. Lane in substantially the form shown on Exhibit "A", attached hereto and incorporated herein by this reference, with such modifications, if any, as the Mayor may, upon consultation with the City Attorney, consider to be in the best interest of the City.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 15th day of December, A.D. 2015.



ATTEST:

*W Winkelma*

City Clerk

  
Mayor

**Exhibit A**

**TWELFTH ADDENDUM TO MUNICIPAL JUDGE  
EMPLOYMENT AGREEMENT**

THIS TWELFTH ADDENDUM is made and entered into the \_\_\_\_\_ day of December, 2015, by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as “the City”) and KATHLEEN M. LANE hereinafter referred to as “the Employee”).

**W I T N E S S E T H:**

WHEREAS, the City and the Employee have previously entered into that certain Agreement dated July 31, 1989 (hereinafter referred to as “the Agreement”), and have also entered into eleven previous addenda to the Agreement which are dated June 19, 1991, January 23, 1995, December 31, 1996, January 11, 2001, December 2003, December 7, 2004, December 5, 2006, December 9, 2008, December 13, 2010, December 5, 2012, and December 16, 2014, respectively; and

WHEREAS, the City and the Employee have agreed upon certain additional modifications to the Agreement which they wish to set forth in this Twelfth Addendum to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree to amend the terms and conditions of the Agreement as follows:

1. That Subsection 6.A. of the Agreement is hereby amended so as to read in its entirety as follows:

**6. VACATION AND SICK LEAVE**

A. The Employee shall be granted thirty-two (32) days of annual vacation leave, commencing as of the first pay period in January, 2016. Five (5) days of such vacation leave shall be credited to the Employee as of the first full pay period of each year. The remaining balance of twenty-seven (27) days of annual vacation leave shall accrue throughout the remainder of each such calendar year and be prorated on a bi-weekly basis. Notwithstanding any City policy to the contrary, vacation leave accrued and unused by the Employee shall be subject to the following terms and conditions:

(1) At any time during the term of this Agreement, but no more than twice annually, the Employee may elect to receive the cash equivalent of a portion of her accrued, unused vacation, based upon her then current rate of pay; provided, however, that no more than eighty (80) hours of accrued, unused vacation leave may be converted to a cash payment in any given calendar year. The amount of said payment shall be based upon the Employee's current rate of pay at the time of conversion.

(2) At the end of each calendar year, the balance of the Employee's accrued, unused vacation leave remaining after any such cash conversion shall be carried over to subsequent years, up to a maximum accrual of 780 hours. Any balance in excess of 780 hours that exists as of the last day of the final pay period of the calendar year shall be forfeited by the Employee. For the purpose of this provision, the "final pay period of the calendar year" shall mean the last pay period that begins in such year.

(3) Upon the cessation of the Employee's employment with the City, whether by termination, death, disability, resignation or otherwise, the Employee shall be compensated by cash payment for the total amount of her accrued, unused vacation leave balance. The amount of said payment shall be based upon the Employee's then current rate of pay. Any payment made to the Employee by the City under this provision shall be in addition to any amounts previously paid for accrued, unused vacation leave under subparagraph (2) above and any other amounts payable to the Employee under this Agreement.

3. That except as expressly amended by this Twelfth Addendum and the previous First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, Sixth Addendum, Seventh Addendum, Eighth Addendum, Ninth Addendum, Tenth Addendum, and Eleventh Addendum, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Twelfth Addendum to the Municipal Judge Employment Agreement to be executed as of the day and year first above written.

THE CITY OF FORT COLLINS, COLORADO,  
A Municipal Corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

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Kathleen M. Lane