

**TOWN OF SUPERIOR
RESOLUTION NO. R-67
SERIES 2020**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING AN NINTH AMENDMENT TO THE EMPLOYMENT
AGREEMENT WITH MATTHEW G. MAGLEY**

WHEREAS, Matthew G. Magley is employed as the Town Manager pursuant to an Employment Agreement dated February 14, 2011 (the "Employment Agreement");

WHEREAS, the Employment Agreement was amended in the First Amendment to Employment Agreement dated December 12, 2011 (the "First Amendment");

WHEREAS, the Employment Agreement was amended again in the Second Amendment to Employment Agreement dated November 13, 2012 (the "Second Amendment");

WHEREAS, the Employment Agreement was amended again in the Third Amendment to Employment Agreement dated February 24, 2014 (the "Third Amendment");

WHEREAS, the Employment Agreement was amended again in the Fourth Amendment to Employment Agreement dated October 27, 2014 (the "Fourth Amendment");

WHEREAS, the Employment Agreement was amended again in the Fifth Amendment to Employment Agreement dated October 26, 2015 (the "Fifth Amendment");

WHEREAS, the Employment Agreement was amended again in the Sixth Amendment to Employment Agreement dated October 24, 2016 (the "Sixth Amendment");

WHEREAS, the Employment Agreement was amended again in the Seventh Amendment to Employment Agreement dated October 22, 2018 (the "Seventh Amendment");

WHEREAS, the Employment Agreement was amending again in the Eighth Amendment to Employment Agreement dated January 27, 2020 (the "Eighth Amendment"; and

WHEREAS, the Board of Trustees wishes to amend the Employment Agreement again to increase the Town Manager's compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Ninth Amendment to the Employment Agreement between the Town and Matthew G. Magley is hereby approved in substantially the form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 12th day of October, 2020.



Clint Folsom, Mayor



Phyllis Hardin, Town Clerk-Treasurer

NINTH AMENDMENT TO EMPLOYMENT AGREEMENT

THIS NINTH AMENDMENT TO EMPLOYMENT AGREEMENT (the "Ninth Amendment") is made and entered into this 12th day of October, 2021, by and between the Town of Superior, a Colorado municipal corporation (the "Town"), and Matthew G. Magley ("Magley"), an individual.

WHEREAS, Magley is employed as Town Manager of the Town pursuant to an Employment Agreement dated February 14, 2011 (the "Employment Agreement");

WHEREAS, the Employment Agreement was amended in the First Amendment to Employment Agreement dated December 12, 2011 (the "First Amendment");

WHEREAS, the Employment Agreement was amended again in the Second Amendment to Employment Agreement dated November 13, 2012 (the "Second Amendment");

WHEREAS, the Employment Agreement was amended again in the Third Amendment to Employment Agreement dated February 24, 2014 (the "Third Amendment");

WHEREAS, the Employment Agreement was amended again in the Fourth Amendment to Employment Agreement dated October 27, 2014 (the "Fourth Amendment");

WHEREAS, the Employment Agreement was amended again in the Fifth Amendment to Employment Agreement dated October 26, 2015 (the "Fifth Amendment");

WHEREAS, the Employment Agreement was amended again in the Sixth Amendment to Employment Agreement dated October 24, 2016 (the "Sixth Amendment");

WHEREAS, the Employment Agreement was amended again in the Seventh Amendment to Employment Agreement dated October 22, 2018 (the "Seventh Amendment");

WHEREAS, the Employment Agreement was amended again in the Eighth Amendment to Employment Agreement dated January 27, 2020 (the "Eighth Amendment"); and

WHEREAS, the Board of Trustees wishes to amend the Employment Agreement again to increase Magley's compensation.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

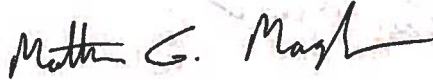
1. Effective January 1, 2021, the annual salary stated in Section 3 of the Employment Agreement shall be increased to one hundred seventy-three thousand, nine hundred ninety-four dollars (\$173,994).
2. All other provisions of the Employment Agreement, as amended by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Amendments, shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Ninth Amendment on the date first set forth above.

TOWN OF SUPERIOR



Clint Folsom, Mayor



MATTHEW G. MAGLEY

