

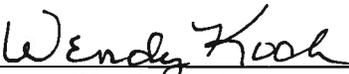
Board of Trustees Regular Meeting Agenda

June 20, 2023 ~ 6:30 pm

Remote Meeting using the Zoom Platform Meeting ID: 817 9793 2078 Passcode: 516161
<https://us02web.zoom.us/j/81797932078?pwd=dy9HZUxIY2QxTHpHREprRzVsSFo4QT09>

If you would like to address The Board of Trustees at this meeting, please place your name on the sign-up sheet or indicate that through the chat function on the online Meeting Platform. You will be recognized to speak during the "Public Comment" portion of the agenda. Discussion is limited to 5 minutes and please state your name and address your comments to the Board. Thank you for your cooperation. Also, please silence your phones and do not use them during the meeting out of consideration for your Board Members and Staff who are presenting information during the meeting.

1. **Call Meeting to Order**
2. **Roll Call** – The Empire Board of Trustees requires a simple majority of four trustees present at the meeting for a quorum.
3. **Approval of Agenda**
4. **Approval of Consent Agenda:**
 - a. Minutes May Regular Meeting
 - b. Minutes May Supplemental Meeting
5. **Resolution:**
 - a. **Resolution 23-05: A Resolution of The Town of Empire, Colorado Approving an Intergovernmental Agreement with The Clear Creek County Sheriff's Office**
 - i. CCSO Extra Duty Contract Services
6. **Convene as Liquor Licensing Board:**
 - a. **Special Events Liquor License for Mile High Jeep Club**
 - i. Report form Chief Lorenz
 - ii. Report from Clerk Piel
7. **Vote on Marijuana Renewal Application**
 - a. **Mary Jane's Empire, LLC**
 - i. Report form Chief Lorenz
 - ii. Report from Clerk Piel
8. **Reports:**
9. **Public Comment:** Public comment is limited to 5 minutes per person. The Board does not respond to questions during this time. For operational questions, please email the clerk.
10. **New Business from Board of Trustee Members:**
11. **The Next Board of Trustees Training Workshop is Wednesday, July 5th, 2023, at 6:30 pm. In-person with remote access.**
12. **The Next Board of Trustees Regular Meeting is Tuesday, July 18th, 2023, at 6:30 pm. In-person with remote access.**
13. **Adjourn Meeting**



(Mayor Wendy Koch)



(Town Clerk Jeannette Piel)

Town of Empire
30 East Park Avenue/P.O. Box 100 Empire, Co 80438
303.569.2978 - 303.569.2282 fax

Board of Trustees Regular Meeting Minutes
June 20, 2023 ~ 6:30 pm

1. Called Meeting to Order

Mayor Koch called the meeting to order at 6:31 PM. The meeting was held in person and through Zoom.

2. Roll Call – The Empire Board of Trustees requires a simple majority of four trustees present at the meeting for a quorum.

Present: Mayor Wendy Koch, Mayor Pro-Tem Linda Robertson, Trustee Denise Tennant, Trustee Susan Owen, Trustee Lorry Singmaster, Trustee Jacob Belcher, Trustee Randy Horning and Town Clerk Jeannette Piel. Police Chief Andrew Lorenz attended virtually on Zoom.

A quorum was present at the meeting.

3. Approval of Agenda

MAYOR PRO-TEM LINDA ROBERTSON MOTIONED TO APPROVE THE AGENDA FOR JUNE 20, 2023, TRUSTEE BELCHER SECONDED THE MOTION, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

4. Approval of Consent Agenda:

- a. Minutes May Regular Meeting
- b. Minutes May Supplemental Meeting

TRUSTEE HORNING MOTIONED TO APPROVE THE MAY 16th AND MAY 30th MEETING MINUTES, TRUSTEE TENNANT PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

5. Resolution:

- a. **Resolution 23-05: A Resolution of The Town of Empire, Colorado Approving an Intergovernmental Agreement with The Clear Creek County Sheriff's Office**
 - i. CCSO Extra Duty Contract Services

Clerk Piel provided the following simplified definitions to explain the concept, not intended to be used as official legal language:

- An Ordinance is a law enacted by a local government. It establishes the rules for the operation of the local government or provides rules and regulations governing public activity in the community. YOU are our lawmakers. You approve Ordinances which become laws.
- A Resolution is a document used to express an opinion or a purpose with respect to a given matter or topic that is temporary in nature. One example is setting fees, which are considered temporary because they need to change periodically. Another example is giving consent to sign a contract which covers a specific time period. Any decision that needs to be made, but does not need to be a law, will be made using a Resolution.

TRUSTEE OWENS MOTIONED TO ADOPT RESOLUTION 23-05: A RESOLUTION OF THE TOWN OF EMPIRE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CLEAR CREEK COUNTY SHERIFF'S OFFICE, TRUSTEE SINGMASTER PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

Resolution 23-05 is effective immediately.

6. Convened as Liquor Licensing Board:

TRUSTEE SINGMASTER MOTIONED TO ADJOURN AS THE BOARD OF TRUSTEES AND CONVENE AS THE LIQUOR LICENSING BOARD, TRUSTEE TENNANT PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

a. Special Events Liquor License for Mile High Jeep Club

- i. Report from Chief Lorenz: Chief Lorenz informed the board that no issues have been reported in the past with the event.
- ii. Report from Clerk Piel: Clerk Piel reported Town Invoices were current.

Public Hearing was open and closed with no comment.

MAYOR PRO-TEM ROBERTSON MOTIONED TO APPROVE THE RENEWAL OF THE LOCAL LIQUOR LICENSE FOR MILE HIGH JEEP CLUB, TRUSTEE OWEN PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The Special Events Liquor License for Mile High Jeep Club has been approved.

The Board adjourned as the Liquor Licensing Board and reconvened as the Board of Trustees.

TRUSTEE BELCHER MOTIONED TO ADJOURN AS THE LIQUOR LICENSING BOARD AND RECONVENE AS THE BOARD OF TRUSTEES, MAYOR PRO-TEM ROBERTSON PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

7. Voted on Marijuana Renewal Application

Requests for applications and renewals for Marijuana licenses do not have to go before a separate entity, those requests are heard by the Board of Trustees.

a. Mary Jane's Empire, LLC

- i. Report from Chief Lorenz: Chief Lorenz informed the board he had no findings.
- ii. Report from Clerk Piel: Clerk Piel reported that all invoices and application fees have been paid.

TRUSTEE OWEN MOTIONED TO APPROVE THE LOCAL MARIJUANA LICENSE FOR MARY JANE'S EMPIRE, LLC, TRUSTEE SINGMASTER PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The local Marijuana License for Mary Jane's Empire, LLC has been approved.

8. Reports: If you have questions about reports, please ask at the end of the report and do not wait until Public Comment, as we cannot answer your question during Public Comment.

- **Mayor:** CDOT will be enforcing toll lane violations; the town is still looking for a Public Works employee.

- **Police:**

- i. Chief Lorenz provided an overview of police stats from May 1 to June 20.
- ii. Chief Lorenze provided an update on the wet but successful Town Clean-Up Day and warned of future Code Violations enforcement.

- **Events:**

- i. Sat. June 24th 2023, "Well Done" Picnic for the Town of Empire at Minton Park Pavilion, 11 am - 1 pm, with a Presentation at Noon. EVERYONE IN TOWN IS INVITED to a BBQ to celebrate the drilling and completion of the new WELL now that it's DONE! Construction is complete on the new well on the west end of town and it will soon be in regular use to augment the water we receive from Madd Creek. The upgrade of the Water Treatment Plant is also complete. The town received \$2,875,000.00 in grant and loan funding to complete this project, and this is the culmination of four years of hard work by many people. Next month we will present a detailed financial breakdown of the costs incurred during this project. We also want to say "WELL DONE" and Thank You to several Organizations and Volunteers who were instrumental in helping the town during the water

emergency in March 2022. Please join us, eat some delicious food, chat with old friends, meet new friends and neighbors, and thank the people who helped us in our time of need.

• **Admin:**

i. Flower Program – Since we didn't want to plant flowers before Father's Day in the mountains, we are now going to schedule our flowers pickup and planting in the next two weeks depending on staff availability and weather. We are adding more planter barrels on the corners throughout Town.

ii. The office has received an inquiry regarding monthly bills. Previously, we were approving the monthly list of bills. At the beginning of the year, we evaluated the Ordinance, and we are not required to approve the monthly bills, we are only required to post them. We are required to approve expenditures over \$10,000.00 that are not already approved as part of a project. We have been training, assigning new staff duties, and updating our website menus to accommodate additional public records. We will have all the 2023 monthly bills posted on the website before the next Board meeting.

iii. Website – Our website was designed with menus that drop down when you hover your mouse over them, then you click to select your chosen menu. With more and more people accessing websites with tablets and phones, we plan to change that functionality so you no longer need a mouse. Currently, you may not be able to see all the menus if you are not using a computer with a mouse, so those changes will make it easier to access information on the website.

• **Planning Commission:**

i. All Planning Commission meetings are in-person with remote access. ii. The next Regular Planning Commission Meeting will be held on Wednesday, June 28th, 2023, at 6:30 pm.

9. **Public Comment:** Public comment is limited to 5 minutes per person. The Board does not respond to questions during this time. For operational questions, please email the clerk.

Peggy Hubner: Complimented the Board of Trustees and encouraged the public and Board to attend Planning Commission Meetings. Other concerns mentioned include:

- Clerk's role in playing devil's advocate seems biased and may influence the planning commission; they are checking her Job Description.
- Lack of available fire insurance in town, reports one new homeowner can't renew their policy now.
- Density concerns with proposed new subdevelopment; don't rush into it.
- Would like a restroom at Minton Park.

Bernie Hubner: Concerned the town is playing a shell game of "don't watch what I am doing" with the 24 ft roads and 50 ft Right of Way in the developer's road variance application; reminded that it is the second spring with the "mountain of asphalt" millings.

Frank Mauracher: Has been asking since last November about the millings at the welcome park, has been told nothing. Offered to rent a grader to fix the piles. Asked about the Jersey barriers at the park. Requested an engineer's report, not Ramey, for a sewer and water capacity report with the impact of the Harmony Domes and new sub development proposal.

Cameron Jefferson: Attended tonight thinking the meeting was about something else; wanted to also request bathrooms at the park.

Allen Fistell: Called the Town Attorney today to ask about the process of planning commission; the clerk is not an attorney and can't tell people what to do; threatened to file a grievance with the State, wants an attorney present at meetings.

The clerk responded that the Attorney will not respond to questions from the public and Mr. Fistell left the meeting.

10. **New Business from Board of Trustee Members:**

**TOWN OF EMPIRE
COLORADO**

Resolution 23-05

**A RESOLUTION OF THE TOWN OF EMPIRE, COLORADO APPROVING AN
INTERGOVERNMENTAL AGREEMENT WITH THE CLEAR CREEK COUNTY
SHERIFF'S OFFICE**

WHEREAS, the Town of Empire ("Town") is a statutory municipality organized under the laws of the State of Colorado; and

WHEREAS, pursuant to C.R.S. §§ 29-1-210 and 30-11-101, as amended, and Article XIV, Section 18 of the Colorado Constitution, the Town is authorized to enter into intergovernmental agreements with other political subdivisions; and

WHEREAS, the Town requires law enforcement services beyond what the Empire Police Department has the capacity to provide; and

WHEREAS, the Clear Creek County Sheriff's Office has the capacity to provide the Town these services; and

WHEREAS, the Clear Creek County Sheriff's Office and the Town have negotiated an Agreement for Extra Duty Services (the "IGA"), which is attached hereto as **Exhibit A** and incorporated by reference, which provides the Town the requested law enforcement services; and

WHEREAS, the Town of Empire Board of Trustees (the "Board") desires to Approve the IGA; and

WHEREAS, the Board further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all other actions necessary to implement the IGA.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE
TOWN OF EMPIRE, COLORADO:**

Section 1. The above recitals are hereby incorporated by reference.

Section 2. The Town Board of Trustees hereby:

- (a) Authorizes the Mayor to Execute the IGA on behalf of the Town and for the Town Clerk to attest to their signature.
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all other actions necessary to implement the IGA.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED THIS 20TH DAY OF JUNE 2023.

Wendy Koch - Mayor
Wendy Koch, Mayor

ATTEST:

J Piel
Jeannette Piel
Clerk, Town of Empire



AGREEMENT FOR EXTRA DUTY SERVICES

This Agreement is made and entered into by and between the CLEAR CREEK COUNTY SHERIFF'S OFFICE, ("CCSO") and The Empire Police Department, (the "Organization" as defined below in section 2), known as and located at:

The Town of Empire
30 East Park Ave / PO Box 30, Empire CO 804398

RECITALS

- A. The Organization desires to obtain certain extra-duty law enforcement services from the CCSO, as identified more specifically in Exhibit A, attached hereto and incorporated herein by this reference.
- B. The services requested hereby are additional services which CCSO is not otherwise required by law to provide.
- C. CCSO is prepared and willing to permit sworn personnel of the CCSO to provide the services requested by the Organization.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises and mutual covenants set forth herein, the CCSO and the Organization agree as follows:

1. Scope of Services.

- (a) Services. The CCSO agrees to permit sworn personnel of the CCSO to provide the services as set forth in Exhibit A (the "Services"). The Services shall be performed by volunteer extra-duty Sheriff's employees (each an "Officer").
- (b) During their performance of the Services, Officers will perform all law enforcement functions which occur during or arise from the Organization's request, including all levels of criminal investigation, wants and warrant checks, and transport of arrestees, as applicable to the Services requested.
- (c) Term, Period of performance. This agreement shall be effective upon execution by both parties and shall terminate upon completion of the performance of the Services. The services shall be performed in accordance with the schedule indicated in Exhibit A.
- (d) Limitations. The Services and CCSO's obligations are subject to the following limitations:
 - i. CCSO shall have no obligation to provide the Services to the extent enough officers do not volunteer to perform the Services.
 - ii. During the time that they are providing Services to the Organization, Officers may be required to respond to emergency calls not related to the Services. CCSO shall have no further obligation to provide the Services during the time the officers are responding to such emergency calls.
 - iii. The CCSO does not, by reason of this agreement, assume any duty or responsibility to the Organization or any other person except as required by statute or specified in this Agreement.



2. Payment.

- (a) Payment for Services will be made by the Organization prior to the performance of the Services. Payment will be based upon the hours scheduled for the Services. The total amount of payment under this Agreement shall be in accordance with the Rates and Price section of Exhibit A, except that an additional, non-refundable administrative charge of \$50.00 is required when the application is submitted. If services rendered exceed the initial schedule, additional hours of service are required to be paid within the next four (4) County business days (Monday through Thursday). The Organization expressly agrees and understands that the reimbursement to the Sheriff's Office, if required shall be collected pursuant to applicable Colorado law. [Collections as permitted by Colorado Revised Statutes, sections 8-2-113(2)(c) and 8-4-105(1)(b)]
- (b) If the Organization cancels this Agreement less than 48 hours prior to the scheduled time identified in Exhibit A, the Organization shall remain responsible for the payment identified in Exhibit A.
- (c) Time spent responding to emergency calls unrelated to the Services shall not be payable under this Agreement. If on-duty officers are dispatched to the Organization for unforeseen emergency situations, routine patrol calls, or to provide traffic control, law enforcement or general support, the personnel will not be paid using funds under this Agreement.
- (d) Any over payment by the Organization will be credited or paid back in accordance with CCSO policy.
- (e) The party acknowledging and signing this Agreement is responsible for all payment and enforcement of the agreement regardless of if the "Organization" being an individual party, representing a formed entity, business, association, or other organization.

3. Supervision and Responsibility. Officers are always bound by CCSO policies, rules, regulations, and standards of conduct while performing services under this Agreement. Further, Officers are ultimately responsible to supervision by the CCSO, which shall take precedence over any request of the Organization or provision of this Agreement.

4. Authorized Representatives. Exhibit A shall identify an Organization Representative and CCSO Representative. Each party reserves the right to change its Authorized Representative by notice to the other party.

5. Indemnification. The Organization agrees to indemnify and hold the CCSO and its officials, officers, employees and agents harmless from and against any and all claims, damages, losses, demands for payment, injuries, costs and expenses (including attorney's fees) relating to or arising out of: (a) any act or omission of the Organization, its employees, agents or subcontractors in connection with this Agreement; or (b) any breach of a covenant, representation or warranty made by the Organization under this Agreement. This paragraph does not apply to governmental entities.

6. Insurance. If this paragraph is checked, the Organization shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of the performance of this Agreement. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit B, attached hereto.

7. Miscellaneous.

- (a) No Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating



to such enforcement shall be strictly reserved to CCSO and the Organization. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, C.R.S., et seq. as amended. It is the express intention of CCSO and the Organization that any such person or entity, other than the CCSO or the Organization, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- (b) Severability. Any provision of this Agreement which is prohibited or found to be unenforceable by a court of competent jurisdiction will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- (c) Survival. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Agreement which require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.
- (d) No Waiver. This Agreement and its provisions may not be waived except in a writing signed by the party against whom enforcement is sought. The failure of a party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- (e) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Agreement have been performed and that the person signing for such party has been authorized to do so.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be executed as of the last date signed below (the "Effective Date").

THE ORGANIZATION:

By: Wendy Koch
 Name: Wendy Koch
 Title: Mayor
 Date: 6/20/23

CLEAR CREEK COUNTY SHERIFF'S OFFICE

By: _____
 Sheriff, Undersheriff, or Sheriff's Designee
 Date: _____



EXHIBIT A: SCOPE OF SERVICES

Extra Duty Patrol Deputy / Officer

Location of performance of Services

Organization Name: _____

Address line 1: _____

Address line 2: _____

A. AUTHORIZED REPRESENTATIVES

Sheriff's Office Representative: _____

Organization Representative: _____

B. GENERAL: _____

C. FUNCTIONS: _____

D. ADDITIONAL EQUIPMENT: _____

E. SCHEDULE

Date: _____

Start Time: _____

End Time: _____

(Minimum 4 hours required.)

F. RATES AND PRICE

Hourly Rate per deputy: \$80.00

Hourly Rate per vehicle: \$20.00

Estimated Total Number of Duty Hours: _____

Non-Refundable Application Fee: \$50.00

Estimated Total Payment: \$_____

SHERIFFS OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE

Permit required? Yes / No

Approved? Yes / No

Notes: _____

Patrol Captain Signature: _____ Date: _____

Payment received: Date: _____ Via Credit Card (circle for yes) or enter Check# _____

Cancellation received Date/ Time: _____



EXHIBIT B: INSURANCE REQUIREMENTS

Clear Creek County must be added as an additional insured to general liability, auto liability, excess liability (*if required*), pollution liability (*if required*), and cyber liability (*if required*) policies.

The insurance required shall be written for not less than any limits of liability required by law or by those set forth below, whichever are greater. All such insurance shall be written by companies authorized to do insurance business in the State of Colorado.

All policies as required shall provide a waiver of subrogation in favor of Clear Creek County.

a. Workers' Compensation and Employer's Liability. Unless the Organization is a sole proprietorship, it shall maintain Workers' Compensation insurance that includes coverage for occupational disease, and Employer's Liability insurance, in amounts and coverage as required by the laws of Colorado.

b. Commercial General Liability Insurance. The Organization shall maintain a Commercial General Liability Form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

c. Automobile Liability Insurance. The Organization shall maintain an Automobile Liability form of insurance with bodily injury and property damage liability limits of the greater of (a) \$424,000 for any one person in any one occurrence and \$1,195,000 for two or more persons in any one occurrence, or (b) the maximum government liability under the Colorado Governmental Immunity Act, CRS § 24-10-101, et seq.

Subcontractors: Before permitting any of its subcontractors to perform any Services under this Contract, the Consultant shall either (a) require each of its subcontractors to procure and maintain during the life of its subcontracts, insurance of the types and in the amounts as may be applicable to its Services, which type and amounts shall be subject to the approval of the County, or (b) insure the activities of its subcontractors in its own policy.

