

Board of Trustees Regular Meeting Agenda

December 12, 2023 ~ 6:30 pm

Remote Meeting using the Zoom Platform Meeting ID: 862 2200 2595 Passcode: 089239

<https://us02web.zoom.us/j/86222002595?pwd=bHd4UG1BOVd3Vks5dFZCMTRLUmZTQOT09>

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 October Supplemental Meeting
 - b. Minutes October Regular Meeting
 - c. Minutes November Work Session
 - d. Minutes November Regular Meeting
 - e. Minutes December Work Session
5. **Presentation by Clear Creek Advocates**
6. **Ordinances**
 - a. Ordinance 269: An Ordinance of the Town of Empire, Colorado Amending the Town’s Sign Code
 - b. Ordinance 270: An Ordinance of the Town of Empire, Colorado Creating the Position of Town Administrator
7. **Public Hearing for the 2024 Town of Empire Proposed Budget**
 - a. Overview of Budget Process and Timeline
 - b. Goals and Priorities
 - c. Multi-Year Projects and Grant Projects
 - d. List of Monthly Bills on website
 - e. Explanation of Budget Codes and Classes
 - f. Evaluate Proposed Budget
 - g. Discussion from the Board of Trustees
 - h. Public Hearing: Questions/Discussion from the Public
 - i. Final Discussion from the Board of Trustees
 - j. Quarterly Budget Reports starting in 2024
 - k. A Budget Book in January will provide an end of year summary and stats from all departments
8. **Resolutions:**
 - a. **Resolution 23-10: To Appropriate Sums of Money**
 - b. **Resolution 23-11: Summarizing Expenditures and Revenues and Adopting the Budget**
 - c. **Resolution 23-12: A Resolution to Set Mill Levy**
 - d. **Resolution 23-13: A Resolution of The Board of Trustees for The Town of Empire Approving a Services Agreement with Clear Creek Surveying**
 - i. Survey Agreement

9. Announcement:

- a. The Board of Trustees has selected EMPIRE'S HARD ROCK BAR & MARKET by Michal Fagrelus as the new tenant for the Hard Rock Café. We will negotiate the lease agreement and we hope to see our new business open very soon!

10. 2024 Elections

- a. Election packets will be available to pick up at the beginning of January for our April 2nd Empire Elections
- b. The staff will schedule a Candidate Information Session early in January for anyone interested in running for Town Board or Mayor (Date TBD)
- c. Candidates for Mayor will be invited to a Town Hall Meeting to participate in a debate (Date TBD)
- d. Recommendations from the Board of Trustees for the upcoming election:
 - i. An Ordinance to change terms from 2 years to 4 years after the upcoming 2024 term
 - ii. A Resolution to put an initiative on the ballot to eliminate Term Limits
 - iii. A Resolution to create a Code of Conduct Policy for elected and appointed officials

11. Reports:

- a. Events:
 - i. Thank you to everyone who joined us for our Empire Community Christmas Celebration!
- b. 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, January 31st, 2024, at 6:30 pm.

12. 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.

13. Moment of Appreciation

14. New Business from Board of Trustee Members

15. The Next Board of Trustees Work Session is January 2nd, 2024, at 6:30 pm.

16. The Next Board of Trustees Regular Meeting is Tuesday, January 16th, 2024, at 6:30 pm. In-person with remote access.

17. 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 Agenda
December 12, 2023 ~ 6:30 pm

In-Person and Remote Meeting using the Zoom Platform.

1. Call Meeting to Order

Mayor Wendy Koch called the meeting to order at 6:33 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 Jacob Belcher, and Trustee Randy Horning. Also in attendance were Police Chief Andrew Lorenz and Town Clerk Jeannette Piel. Attorney Wilson Scarbeary and Trustee Lorry Singmaster attended virtually on Zoom.

A quorum was present.

3. Approval of Agenda

Add Item Number 5: Presentation by Clear Creek Advocates

TRUSTEE HORNING MOTIONED TO APPROVE THE AMENDED AGENDA FOR DECEMBER 12, 2023, TRUSTEE BELCHER SECONDED THE MOTION, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The amended Agenda was approved.

4. Approval of Consent Agenda:

- a. Minutes October Supplemental Meeting
- b. Minutes October Regular Meeting
- c. Minutes November Work Session
- d. Minutes November Regular Meeting
- e. Minutes December Work Session

TRUSTEE BELCHER MOTIONED TO APPROVE THE CONSENT AGENDA, TRUSTEE HORNING PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The Consent Agenda was approved.

5. Presentation by Clear Creek Advocates -

Chris Gould, CC High School Principal, introduced the new executive director of the Clear Creek Advocates (CCA), Dawn Jones. Dawn explained that CCA is a grant funded, non-profit organization formed in 1989, who assists victims of violent crimes, people involved in car wrecks, lost hikers, and survivors of other traumatic events in our community. They help locals and tourists who travel along our highways and assist law enforcement as well in their role of confidentiality advocates. They also have hosted the Santa Shop at the Elks Lodge in Idaho Springs for residents in need of help for their children at Christmas. First responders throughout the county help each other through their peer support program.

Chris Gould reiterated that victim support is required by law and that we are fortunate to have this collaboration in place that is community-based, not law-enforcement based.

6. Ordinances

- a. First Reading of Ordinance 269: An Ordinance of the Town of Empire, Colorado Amending the Town's Sign Code

TRUSTEE HORNING MOTIONED TO APPROVE THE FIRST READING OF AN ORDINANCE OF THE TOWN OF EMPIRE, COLORADO, AMENDING THE TOWN'S SIGN CODE, TRUSTEE ROBERTSON PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The first reading of Ordinance 269 was approved. A second reading and public hearing will be held at the next Board meeting on January 16th, 2024. The public hearing will be posted in the Clear Creek Courant on December 28th, 2023.

- b. First Reading of Ordinance 270: An Ordinance of the Town of Empire, Colorado Creating the Position of Town Administrator

TRUSTEE BELCHER MOTIONED TO APPROVE THE FIRST READING OF AN ORDINANCE OF THE TOWN OF EMPIRE, COLORADO, CREATING THE POSITION OF TOWN ADMINISTRATOR, TRUSTEE TENNANT PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The first reading of Ordinance 270 was approved. A second reading and public hearing will be held at the next Board meeting on January 16th, 2024. The public hearing will be posted in the Clear Creek Courant on December 28th, 2023.

7. Public Hearing for the 2024 Town of Empire Proposed Budget

Town Clerk Piel presented the following:

a. Overview of Budget Process and Timeline

It may seem like the budget is something we do once a year, but it is actually a continuous year-long process. Your job, as Town Officials, is to help set goals and priorities at the highest level, which I take as direction for how to distribute our revenue. Many of our expenditures are set costs and can't change.

However, we do have projects and capital improvements that need your input to make final decisions.

b. Goals and Priorities

Previously, I asked you to look at the program list and tell me what you think is important. This helps us prioritize our programs and therefore, our budget. I am pleased to say that the winner is "Strategic Planning & Management." Other top priorities are Essential Functions Management, Administrative Support for Town Officials, Town Document Management, Road & Bridge Master Plan & Management, Water System Master Plan & Management, & Wastewater System Master Plan & Management. I am excited to see your choices, as they line up with the staff's priorities too!

c. Multi-Year Projects and Grant Projects

- o Comprehensive Master Plan – overview of all master plans
- o All of the Town Documents

- Codification
- Quick overview of Grants
- Well and Water Treatment Plant Grant
- Water Distribution System Grant
 - Dig up roads to replace pipes and valves
 - We will have lots of road repairs!!
 - Needs a whole town survey
- Road & Bridge Master Plan & Management
 - Road and Bridge Design and Construction Manual
 - Major Street Plan
 - Parking Plan
 - Streets Signs compliant with new CDOT regulations
 - Needs a whole town survey
- Parks and Recreation Master Plan and Needs Assessment Grant
 - All parks have ongoing plans
 - Harmony Domes shared entrance to the welcome park
 - Minton Park Bathrooms
 - Discuss Ball Placer next steps

d. List of Bills on website

Contact Clerk Piel with questions.

e. Explanation of Budget Codes and Classes

- Look at the spreadsheet, one for revenue, one for expenditures
- You are approving the bottom-line total for each fund. The line items are for us to help us plan. Putting money in envelopes...
- Two ways to plan your budget – if we did not list enough on the budget, we do an appropriation at the end of the year.
- Budget Manual and Code Sheets
 - This is the start of your budget manual. Each line item will have a sheet of paper that gives you details on that item. Example...
- Budget Workbook with 3 year comparison. You can compare last years budget with this years budget, and you will have our 3rd quarter totals and an estimation of our end of year totals.

f. Evaluate Proposed Budget

- The biggest change is an increase in salaries to increase our staff
- Pass through items, grant items
- Henderson withholding from Department of Revenue, and contingency fund
- Talk about reserve funds

g. Discussion from the Board of Trustees

Discussion points included:

- Water rights have been budgeted but not paid out because of our due diligence with the Ball Placer for the past 7 years to keep our conditional water rights. For 2024, we will include the Ball Placer as part of the Master Parks Plan, aligned with the Comprehensive Master Plan, to determine what can be done with this land.
- Facilities generate no revenue.
- Parks and Recreation now includes the new \$9,500 parks and recreation planning grant from Henderson Mine.
- The sales tax issue with two businesses outside of town limits being charged local Empire taxes has been negotiated with the State who will withhold 2024 incoming taxes at the beginning of the year to be split between town departments.
- Road and Bridge line items reflect a new tax from the County, as well as capital outlay of \$40,000, of which \$20,000 for tonight's resolution for the entire town to be surveyed and another \$20,000 to purchase a roller for roads.
- Water Fund includes the entire \$4 million federal grant on both sides, even though the work may not all be done in 2024.
- Sewer line item includes monthly user fees: 75% of which are dedicated to the water fund and 25% dedicated to the sewer fund. This can be shifted if needed in the future, as it will still be a while before we have a year of usage data to evaluate how to tier water bills once we can use the new meter system the water grant will provide.
- The Conservation Trust Fund is for lottery dollars which are restricted for outdoor improvements. This was used for the new Visitor's Center deck this past year.
- The Centennial Fund is used for town events, mainly Christmas where we provide a \$50 gift card for every child in town.
- Traffic Calming is where the surcharges from moving violation citations fund traffic calming and traffic safety.
- Cemetery maintenance has been pushed back in priority; plot fees pay for this and Bob Wise has been working on digitizing these records.
- Utility Improvement Fund: Needed to do a 20-year projection and show we had money set aside in order to get the Well Improvement Grant. Expenses do not come out of this fund, but it reimburses other funds that focus on infrastructure or staff time. At the end of the year, if we don't need this reimbursement, we do not have to take it or can use this for staff hours. This is decided at the end of the year, so this \$150,000 may not be what we take out. We only took out \$100,000 of the \$150,000 budgeted in 2023.
- The biggest change in 2024 is changing salary ranges.
- Clarification that actual reserve spending is estimated to be \$150,000, resulting in more revenue than expenditures for the overall budget.

h. Public Hearing: Questions/Discussion from the Public -

Mayor Koch declared, "The Public Hearing is now open. Is there any discussion from the Public?"

There was no public questions or discussion.

Attorney Wilson Scarbeary briefed the Board on the new rate change and new law firm focusing on municipalities.

Mayor Koch announced, "The Public Hearing is now closed."

i. Final Discussion from the Board of Trustees

No final discussion occurred.

j. Quarterly Budget Reports starting in 2024

The Board of Trustees will receive these reports every quarter, presented in the same format seen tonight.

k. A Budget Book in January will provide an end of year summary and stats from all departments

Staff will present this in January.

8. Resolutions:

a. Resolution 23-10: To Appropriate Sums of Money

TRUSTEE ROBERTSON MOTIONED TO ADOPT RESOLUTION 23-10: TO APPROPRIATE SUMS OF MONEY, TRUSTEE TENNANT PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

Resolution 23-10 is adopted and is effective immediately.

b. Resolution 23-11: Summarizing Expenditures and Revenues and Adopting the Budget

TRUSTEE BELCHER MOTIONED TO ADOPT RESOLUTION 23-11: SUMMARIZING EXPENDITURES AND REVENUES AND ADOPTING THE BUDGET, TRUSTEE ROBERTSON PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

Resolution 23-11 is adopted and is effective immediately. The adopted budget will be submitted to Clear Creek County and DOLA.

c. Resolution 23-12: A Resolution to Set Mill Levy

TRUSTEE ROBERTSON MOTIONED TO ADOPT RESOLUTION 23-12, A RESOLUTION TO SET MILL LEVY, TRUSTEE HORNING PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

Resolution 23-12 is adopted and is effective immediately.

d. Resolution 23-13: A Resolution of The Board of Trustees for The Town of Empire Approving a Services Agreement with Clear Creek Surveying

i. Survey Agreement

TRUSTEE HORNING MOTIONED TO ADOPT RESOLUTION 23-13: A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF EMPIRE APPROVING A SERVICES AGREEMENT WITH CLEAR CREEK SURVEYING, TRUSTEE TENNANT PROVIDED THE SECOND, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

Resolution 23-13 is adopted and is effective immediately.

9. Announcement:

- a. The Board of Trustees has selected EMPIRE'S HARD ROCK BAR & MARKET by Michal Fagrelus as the new tenant for the Hard Rock Café. We will negotiate the lease agreement and we hope to see our new business open very soon!

10. 2024 Elections:

- a. Election packets will be available to pick up at the beginning of January for our April 2nd Empire Elections. Other important dates include:

TOWN OF EMPIRE GENERAL ELECTION

April 2, 2024

- January 2, 2024** First day to circulate nomination petitions.
- January 22, 2024** Last day to circulate nomination petitions.
Completed petitions, Affidavit of Candidacy, and Affidavit of Circulator and due in the Town Clerk's office **by 5 pm**.
Signature must be notarized on both forms; Town Clerk is a Notary Public.
- January 29, 2024** Last day candidates may withdraw from nomination.
Last day nomination petitions may be amended to correct or replace signatures.
Last day for filing Affidavit of Intent for write-in candidates, signature must be notarized.
- March 29, 2024** Last day for absentee voter application pick up.
- April 2, 2024** Election Day.
- April 12, 2024** Final Results of Election will be posted.
- April 16, 2024** Swearing in of the newly elected Mayor and Board of Trustees at the Town Board Meeting at 6:30 pm.

NOTE: These dates are determined according to the Uniform Election Code. Failure to meet a deadline will result in candidate disqualification. If you are unclear on a deadline, please contact the Town Clerk's Office 303-569-2978.

- b. The staff will schedule a Candidate Information Session early in January for anyone interested in running for Town Board or Mayor (January 9th, 2023 at 6:30 pm in Town Hall)
- c. Candidates for Mayor will be invited to a Town Hall Meeting to participate in a debate (March 12th, 2024 at 6:30 pm)
- d. Recommendations from the Board of Trustees for the upcoming election:
 - i. An Ordinance to change terms from 2 years to 4 years after the upcoming 2024 term
 - ii. A Resolution to put an initiative on the ballot to eliminate Term Limits
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 - ii. The next Regular Planning Commission Meeting will be held on Wednesday, January 31st, 2024, at 6:30 pm.

12. 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.

Michal Fagrelus: Extended her gratitude for the Board for coming every month and sitting through this extremely dry information. She is eager and excited to become more involved and to support the town

when we may need a warm beverage or a meal!

13. Moment of Appreciation: What do you appreciate about Empire? What's the first thing that comes to your mind, what's the first thing you show people when they visit, what do you miss the most when you are away? Short and sweet answers – please keep it positive!

- The fact that we have a Christmas party every year.
- The thanks from travelers at 6 AM when they use the Visitor's Center.
- Switchbacks, water dogs and sunglare days... subtitled, things I never heard of in Iowa.
- The view in our star-shaped valley and the sunsets, sunrises and just any day!
- STARS! So spectacular on clear nights.

14. New Business from Board of Trustee Members

Clerk Piel read a request from Brian Bosshardt from Clear Creek County, with an invitation for the Board of Trustees to attend an in-person meeting with the Mission CIT team to review their final report of the Clear Creek Fire Authority survey.

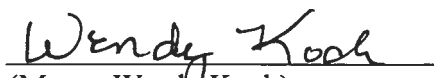
15. The Next Board of Trustees Work Session is January 2nd, 2024, at 6:30 pm.

16. The Next Board of Trustees Regular Meeting is Tuesday, January 16th, 2024, at 6:30 pm. In person with remote access.

17. Adjourn Meeting

TRUSTEE ROBERTSON MOTIONED TO ADJOURN, TRUSTEE HORNING SECONDED THE MOTION, CLERK PIEL CONDUCTED A ROLL CALL VOTE, ALL WERE IN FAVOR, MOTION PASSED.

The meeting was adjourned at 8:41 PM.


(Mayor Wendy Koch)


(Town Clerk Jeannette Piel)

**TOWN OF EMPIRE,
COLORADO**

ORDINANCE 269

**AN ORDINANCE OF THE TOWN OF EMPIRE, COLORADO AMENDING THE
TOWN'S SIGN CODE**

WHEREAS, Town of Empire Ordinance 170 (the “Zoning Code”) provides the zoning regulations withing the Town of Empire (the “Town”);

WHEREAS, Article 12 of the Zoning Code contains regulations for all signs within the Town of Empire (the “Sign Code”); and

WHEREAS, the Board of Trustees for the Town of Empire wish to amend the Sign Code; and

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF EMPIRE, COLORADO, AS FOLLOWS:

Section 1. Article XII of Town of Empire Ordinance 170 is hereby repealed in its entirety and reenacted as follows:

Section 1 – Intent

The following regulations are intended to promote public safety, protect property values, promote a healthy business environment, enhance and protect the physical appearance of commercial areas, encourage the restoration and preservation of historically significant land and buildings, prevent the deterioration of scenic areas, and promote a desirable community environment through the regulation of all outdoor signage. These regulations are further intended to provide assurance that all signs will be easily identified, and reduce the distraction and confusion cased to motorists and pedestrians by noncompliant signage.

Section 2 – Applicability

These regulations apply to all signs on public or private property. Unless specifically stated otherwise, these regulations apply within all zoning districts within the Town of Empire. Any property owned or controlled by the Town of

Empire are exempt from these regulations.

Section 3 – Definitions

For the purposes of these regulations, the following words and phrases shall have the following meanings:

“Direct Illumination” means lighting by means of an unshielded light source, including neon tubing, that is effectively visible as part of the sign, where light travels directly from the source to the viewers’ eye.

“Freestanding Sign” means a Sign that is supported by one (1) or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building or structure which is not part of the sign itself.

“Hazardous Sign” means any signs which:

- (1) Create a safety hazard by obstructing a clear view of pedestrian or vehicular traffic;
- (2) By reason of its position, shape, or color, could easily be mistaken for a traffic sign, signal, or traffic control device;
- (3) Signs which have less horizontal or vertical clearance from authorized communication or energized electrical power lines than that prescribed by the laws of the State of Colorado, the National Electric Safety Code (“NESC”), or the rules and regulations or the utilities servicing those facilities.

“Illuminated Sign” means signs which is illuminated by electrical means, including direct illumination, indirect illumination, or internal illumination.

“Indirect Illumination” means lighting by a light source that is directed at a reflecting surface in such a way as to illuminate the sign from the front, or a light source that is primarily designed to illuminate the entire building facade upon which a sign is displayed, but does not include lighting that is primarily used for purposes other than sign illumination, including without limitation, parking lot lights or lights inside a building that may silhouette a window sign but that are not

primarily installed to serve as inside illumination of a sign.

“Internal Illumination” means lighting by a light source that is within a sign having a translucent background and silhouetting opaque letters or designs, or that is within letters or designs that are themselves made of translucent material.

“Permanent Sign” means any sign based on its materials, location, or means of construction that is intended or designed to be displayed permanently. Permanent Signs include Freestanding Signs, Projecting Signs, and Sandwich Signs.

“Projecting Sign” means a Sign attached to a building and extending in whole or in part eight inches (8”) or more beyond the surface of the building to which the sign is attached.

“Sandwich Sign” means a Sign which is secured but not permanently affixed to the ground. Being self-supportive, it forms the shape of an ‘A’ when erected. Its size and shape shall be limited to a maximum of forty-eight inches (48”) in height and twenty-four inches (24”) in width.

“Temporary Sign” means any Sign based on its materials, location, or means of construction that is intended or designed only to be displayed for a limited period of time. Temporary Signs may not exceed a size of twenty-four by eighteen inches (24”x18”).

“Town” means the Town of Empire, Colorado.

“Sign” means any writing, pictorial representation, decoration (including any material used to differentiate sign copy from its background), form, emblem, trademark, flag or banner, or any other figure of similar character that:

- (a) Is a structure of any part thereof (including the roof or wall of a building); or
- (b) Is written, printed, projected, painted, constructed, or otherwise placed or displayed upon or designed into a building, board, plate, canopy, awning, or vehicle or upon any material, object, or device whatsoever; and
- (c) By reason of its form, color, wording, symbol, design, illumination,

or motion, attracts and is designed to attract attention to the subject thereof or is used as a means of identification, advertisement, or announcement.

“Wall Sign” means any Sign that is attached directly to a wall or structure which is not a Projecting Sign.

Section 4 – Prohibited Signs

- (1) Within all Zoning Districts within the Town, it is unlawful to:
 - (a) Construct, maintain, or display any Hazardous Sign(s);
 - (b) Construct, maintain, or display any Permanent Sign(s) for which a Permit has not been issued; and
 - (c) Display more than three (3) Temporary Signs.
- (2) Any property owner who violates paragraph (1) of the Section shall be subject to the general penalty provided in Ordinance 254, Article I, Section 3(3.1).

Section 5 – Sign Regulations

A Permit is required to construct, maintain, or install any Permanent Sign within the Town. In addition to the requirements of this Ordinance, all construction or maintenance of a Permanent Sign shall be completed in compliance with the Town’s Building Code. All Permanent Signs within the Town shall be subject to the following restrictions and requirements:

- (1) All Freestanding Signs:
 - (a) Must not exceed twenty feet (20’) in height from the surface of the ground;
 - (b) Must not exceed forty-eight square feet (48 sq. ft.) in area;
 - (c) May only be located upon the property of a licensed business;

- (d) Must be located upon the property so as provide the best line of vision to pedestrians and vehicles; and
 - (e) Only one (1) Freestanding Sign may be displayed upon any single lot or property within the Town.
- (2) All Illuminated Signs:
- (a) May only be displayed or constructed within the Town's Residential-Commercial District;
 - (b) Must not have a light source with an intensity greater than that necessary to illuminate and make legible the sign in question;
 - (c) Must not be directed towards any nearby residential properties;
 - (d) Must not interfere with the vision or visibility of pedestrians and motorists; and
 - (e) Only one (1) Illuminated Sign may be displayed upon any single lot or property within the Town.
- (3) All Projecting Signs:
- (a) Must not exceed forty-eight square feet (48 sq. ft.) in area;
 - (b) Must not project more than eight feet (8') from any wall or structure and any pedestrian walkways;
 - (c) Must not extend or encroach onto any public rights-of-way or onto any adjacent lot or property;
 - (d) May only be displayed upon the property of a licensed business; and
 - (e) Only one (1) Projecting Sign may be displayed upon any single lot or property within the Town.
- (4) All Sandwich Signs must:
- (a) Not be displayed in a manner so as to obstruct pedestrian walkways

- or public rights-of-way;
 - (b) Be constructed out of non-reflective materials;
 - (c) Not be permanently anchored;
 - (d) Not be lighted;
 - (e) Be displayed upon the property of a licensed business; and
 - (f) Only one (1) Sandwich Sign may be displayed upon any single lot or property within the Town.
- (5) Wall Signs may only be displayed upon the property of a licensed business. Only one (1) Wall Sign may be displayed upon any single lot or property within the Town.

Section 6 – Permits

- (1) Any person, business association, corporation, or other entity wishing to construct, maintain, or install a Permanent Sign upon any property within the Town shall submit a Permit Application to the Town, along with the following:
- (a) An application fee as outlined in the Town of Empire Fee Schedule;
 - (b) A description of the Sign, or the nature of the change, enlargement, or modification, as applicable;
 - (c) An accurate scale drawing of the Sign as proposed, including size, shape, design, colors, materials, location, and lighting;
 - (d) The name, address, telephone number, and email address of the applicant;
 - (e) The name, address, telephone number, and email address of the registered owner of the property upon which the Sign is or will be located, if different from the applicant; and

- (f) A signature attesting that the proposed Sign complies with this Ordinance.
- (2) Upon receipt of a complete application, the Town shall review the application. In evaluating the Permit Application, the Town will consider whether the Sign and the application are in compliance with this Ordinance. The Town shall issue its decision on the Permit Application within thirty (30) days of submission of the same. The Town of Empire may:
 - (a) Approve the Permit Application;
 - (b) Conditionally approve the Permit Application; or
 - (c) Deny the Permit Application.
- (3) If the Town determines that additional information is necessary to issue a decision on the Permit Application, the Town may schedule a conference with the Applicant to request additional information or discuss the Permit Application. Such conference shall be scheduled within thirty (30) days of the submission of Permit Application. The Town shall issue a decision on the Permit Application within seven (7) days of the conference.
- (4) Any construction work authorized by a Permit must be completed within one (1) year of issuance of the same.

Section 2. Validity If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any part or parts be declared invalid.

Section 3. Repeal Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Existing ordinances or part of ordinances regulating traffic that are not inconsistent with the provisions of this Ordinance are not repealed and shall remain in full force and effect.

Section 4. Effective Date. The Provisions of the ordinance shall become effective thirty (30) days after publication following final passage.

INTRODUCED AND PASSED ON FIRST READING THIS 12th DAY OF DECEMBER, 2023.

INTRODUCED, AMENDED, PASSED, ADOPTED, AND ORDERED PUBLISHED ON SECOND READING THIS _____ DAY OF _____ 2024.

TOWN OF EMPIRE, COLORADO

Mayor, Wendy Koch

ATTEST:

Town Clerk, Jeannette Piel

**TOWN OF EMPIRE,
COLORADO**

ORDINANCE 270

**AN ORDINANCE OF THE TOWN OF EMPIRE CREATING THE POSITION OF
TOWN ADMINISTRATOR**

WHEREAS, Town of Empire is a statutory town duly organized pursuant to C.R.S. § 31-4-301, *et seq.*;

WHEREAS, C.R.S. 31-4-304 authorizes statutory towns to provide by ordinance for the appointment and duties of a Town Administrator;

WHEREAS, Town of Empire Ordinance 135 additionally authorizes the Board of Trustees (the “Board”) to appoint such officers as the Board determines necessary for the good government of the Town; and

WHEREAS, the Board wishes to create the position of Town Administrator as an appointed position, and to establish the qualifications, responsibilities, and authority of the Town Administrator.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF EMPIRE, COLORADO, AS FOLLOWS:

Section 1. A new ordinance, Ordinance 270 is hereby enacted as follows:

Town Administrator

Section 1 – Town Administrator – Position Established

The Board of Trustees shall appoint a Town Administrator as provided herein. The purpose of the Town Administrator is to provide for the centralization of the administrative responsibilities of the Town of Empire, with the Town Administrator to be the administrative head of the Town Government, under the direction and control of the Mayor and the Board of Trustees. The Town Administrator shall be responsible to the Mayor and Board of Trustees for the efficient conduct of said office.

Section 2 – Qualifications

The Town Administrator shall be selected by the Board of Trustees on the basis of their ability to meet the requirements of the requirements of this Chapter. The Town Administrator shall reside within thirty (30) miles of the corporate limits of the Town of Empire, as amended. This requirement may be waived by a majority vote of the Board of Trustees.

Section 3 – Appointment and Removal

- (1) The Town Administrator shall serve at the pleasure of the Board of Trustees, and shall be retained by a contract. Such contract may provide for additional responsibilities beyond those contained in this Article. The salary of the Town Administrator shall be determined by the Board of Trustees.
- (2) The Mayor shall conduct an annual performance review of the Town Administrator, and shall submit the same to the Board of Trustees for their consideration.
- (3) The Town Administrator shall be subject to reappointment after every regular municipal election. The Town Administrator shall only be removed from office upon written notice and an opportunity to be heard before the Board of Trustees.
- (4) The Town Administrator shall designate, in writing to the Board of Trustees, a Town employee to act as Interim Town Administrator during any absence or disability of the Town Administrator, which designated appointment shall be subject to approval by the Board of Trustees. In the event that the Town Administrator fails to make such a designation, the Board of Trustees shall appoint an Interim Town Administrator as needed. The Interim Town Administrator shall have all of the responsibilities, duties, functions, and authority of the Town Administrator.

Section 4 – Functions and Duties of Administrator

Unless specifically delegated to other Town employees or officers by applicable law, the Town Administrator shall perform the following duties:

- (1) Supervising the administration of the enforcement of all laws and ordinances of the Town;
- (2) Administering all Town departments, including establishing rules and regulations for all Town staff and officers. Additionally, the Town Administrator shall oversee all human resources activities of the Town including maintaining confidential files, and informing Town employees

regarding available benefits;

- (3) Issuing administrative regulations and establishing administrative procedures for all Town departments;
- (4) Subject to the approval of the Board of Trustees, establishing personnel salary schedules for all Town employees;
- (5) Keeping the Board of Trustees fully informed as to the financial condition of the Town, including by, each calendar year, preparing a draft budget for the Town for the upcoming fiscal year for consideration by the Board of Trustees;
- (6) Recommending to the Board of Trustees such measures as they may deem necessary or proper for the efficient and proper operation of the Town;
- (7) Attending all Board of Trustee meetings and participating in the same by giving regular administrative updates and advice to the Board, as requested;
- (8) Subject to all applicable laws and regulations, signing all purchase agreements, and authorizing expenditures of the Town. The Town Administrator shall additionally be authorized to execute all agreements upon approval of the same by the Board of Trustees;
- (9) With the assistance of Town staff as needed, researching and identifying grant opportunities and programs, preparing and submitting grant applications, monitoring the progress of said applications, reporting on grant applications to the Board of Trustees, and administering any grants awarded to the Town or to Town departments;
- (10) With the assistance of Town staff as needed, preparing, drafting, and distributing requests for proposals for any products or services required by the Town, reviewing and evaluating responses, and, upon authorization or direction by the Board of Trustees, selecting successful bidders;
- (11) To act as staff to the Planning Commission, including by making recommendations to the Planning Commission and participating in discussions with the same in an advisory capacity;
- (12) Serving as the primary contact with any professional services contractors engaged by the Town, including directing the work of any professional services contractors to ensure efficient management of Town resources;
- (13) Working with the Town's legal counsel on all legal matters affecting the Town, and providing updates to the Board of Trustees regarding the same;

- (14) Maintain communication between Town staff and appointed and elected officials;
- (15) Overseeing the Town's insurance coverage for property casualty and workers compensation, including the annual renewal of policies, reporting claims, and maintaining correspondence regarding the same;
- (16) Attending meetings of any organization whose activities may affect the operations of the Town, and providing the Board of Trustees with updates regarding the same;
- (17) Coordinating the public relations activities of the Town, including performing citizen outreach, conducting intergovernmental relations, and speaking with the press;
- (18) Coordinating all staff support to the Board of Trustees, including composing and editing correspondence, preparing informational surveys, and reports, scheduling appointments, and researching records; and
- (19) Performing any other duties required by law.

Section 5 – Supervision of Town Employees

- (1) The Town Administrator shall appoint, suspend, transfer, and remove all non-elected or appointed employees of the Town, subject to all applicable laws and regulations.
- (2) The Town Administrator shall issue performance reviews for all Town staff on a yearly basis.
- (3) Nothing in this ordinance shall preclude the Town from entering into an employment agreement with an employee which will dictate the terms of employment.

Section 6 – Relationship to Other Town Departments

- (1) The Board of Trustees shall direct the work of the Town Administrator. Any directives issued by the Board of Trustees relating to the work of the Town Administrator shall be made so as to enable the Town Administrator to accomplish all necessary orders.
- (2) The Town Administrator shall endeavor to keep the Mayor, Board of Trustees, and any relevant appointed officials advised at all times with respect to matters of significance affecting the Town.
- (3) All department heads within and among the Town Staff shall report directly

to the Town Administrator. The Town Administrator shall be the first upward contact for department heads for any matters of significance affecting the Town. The Town Administrator shall keep department heads informed of all administrative, legal, and fiscal matters affecting their departments and the Town, and shall work in harmony with each department head to ensure that work is performed in the most efficient, economical, and practical method to achieve the goals of the Town and accomplish projects. The Town Administrator may request a detailed report or narrative from any department head concerning any matters of significance affecting the Town.

Section 2. Validity If any part or parts of this Ordinance are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any part or parts be declared invalid.

Section 3. Repeal Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Existing ordinances or part of ordinances regulating traffic that are not inconsistent with the provisions of this Ordinance are not repealed and shall remain in full force and effect.

Section 4. Effective Date. The Provisions of the ordinance shall become effective thirty (30) days after publication following final passage.

INTRODUCED AND PASSED ON FIRST READING THIS 12th DAY OF DECEMBER 2023.

INTRODUCED, AMENDED, PASSED, ADOPTED, AND ORDERED PUBLISHED ON SECOND READING THIS ____ DAY OF _____ 20__.

TOWN OF EMPIRE, COLORADO

Mayor

ATTEST:

Town Clerk

Town of Empire
Budget 2024

General Fund - Summary

	2022 Budget	2022 Actual	2023 Budget	2023 3rd Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	309170	485909	587055	637023	637023	644890
REVENUE BY CATEGORY						
Admin	537960	493470	425735	297140	483219	525485
Facilities	0	20	0	0	0	0
Fire	0	0	0	0	0	0
Parks	0	0	0	0	0	9500
Police	45500	277171	261000	198466	259899	281500
Road & Bridge	20000	87244	73000	40455	63597	122000
Total Revenue	603460	857905	759735	536061	806715	938485
Total Revenue & Reserves						
	912630	1343814	1346790	1173084	1443738	1583375
EXPENDITURES BY CATEGORY						
Admin	286260	228614	387924	190320	251059	407075
Facilities	67500	25324	18500	33916	36061	20000
Fire	20000	19000	20000	13969	18625	42510
Parks	43600	3366	6600	6820	5932	4900
Police	328231	340488	424306	337757	419949	508392
Road & Bridge	174600	89999	94549	52502	67222	126280
Total Expenditures	920191	706791	951879	635284	798848	1109157
Ending Fund Balance						
	-7561	637023	394911	537800	644890	474218

Town of Empire
Budget 2024

General Fund - Administration

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
REVENUE						
4000 Property Tax	29000	33872	31000	165	33539	32000
4002 Sales Tax	125000	218040	200000	199434	238013	190000
4003 Use Tax	22000	29953	22000	96	23418	22000
4004 Cigarette Tax	350	570	350	551	892	700
4005 Business Licenses	22475	15896	1150	2475	2700	2475
4005a Empire Business Partnership				1800	1988	1875
4006 Franchise Tax	15000	16630	15000	13218	15788	15000
4007 Short-Term Rental Licenses	1500		1500			1500
4008 Liquor & Marijuana Licenses	745	548	1745	800	725	1245
4009 Permits	2000	3811	3500	905	1180	3500
4010 Severance Tax	10000	70577	30000	36698	36698	37000
4011 Federal Mineral Lease	3500	7375	6500	11550	11550	12000
4018 Pit Fees	1000		1000			1000
4019 Interest Income	90	170	90	10	162	90
4020 HRC Building Rent	8400	2000	8400	12720	12720	11400
4021 Donations	200	830	800	25	173	1000
4023 Town Event		1305	1000			1000
4027 Special Ownership Tax	5000	5409	5000	430	5280	5000
4029 Administrative Fees	1000	255	1500	10400	10430	16500
4032 DOLA Funds						0
4034 Facility Rental Fees		525		200	200	0
4036 Administrative Compensation	40000	80000	80000		80000	80000
4041 Grant Funds		1536	10000			
4044 Rebates & Incentives from Vendors	200	106	200	315	315	200
4060 Reimbursement from another Fund						80000
4075 Sale of Assets	100000	4062	5000	5348	7448	10000
Total Revenue	387460	493470	425735	297140	483219	525485
EXPENDITURES						
5000 Town Administrator / Town Clerk Wage						80,000
5000b Town Clerk / Deputy Clerk Wages	38000	62862	114160	96011	128015	35880
5000e Administrative Staff Wage						104780
5001 Payroll Taxes	10000	12594	12000	14728	19639	20000
5002b Town Employee Benefits	40000	37211	30000	8757	13091	29260
5003 Supplies	3000	39635	3000	2901	3971	5000
5004 Professional Services	28000	19817	20000	7974	16967	20000
5004a Mayor Compensation	6300	5700	7200	5400	7200	7200
5005 Communications	5000	7117	5000	3240	5092	5605
5006 Postage	2436	11	2500	1161	2180	2500
5007 Training	2000	10	2000	145	145	3000
5008 Publishing	300	289	300	83	136	300
5009 Fees	7420	5536	7660	5668	7273	5800
5009a Processing Fees					29	
5010 Equipment Rental	1900	2769	1900	2030	2768	1900
5011 Dues	1404	1330	1404	1562	1964	1700
5012 CIRSA Insurance	31000	30943	35000	35409	35409	43000
5012a AAA Roadside Assistance						650
5013 Election	1500	315				500
5014 Contributions to Community Services		1500	2500		1500	5000
5023 Computer & Electronics Repair/Maintenance	500		2000			500
5024 Contract Services		700	1000	100	100	1000
5026 Water Rights	2500		2500			
5029 Misc	1000	132	1000			500
5036 Town Events	500		500	2473	2877	500
5037 Empire Business Partnership	2000	143	2000		340	1500
5043 Contingency Fund	30000		30000			30000
5048 Computer and Equipment New Purchase				2678	2813	1000
5050 Equipment Upgrade	1500		1500			
Total Expenditures	216260	228614	285124	190320	251509	407075

Town of Empire
Budget 2024

General Fund - Facilities

EXPENDITURES

5003 Supplies
5017 Utilities
5020 Facilities Repair/Maintenance
5020a Beautification
5024 Contract Services
5027 Safety
5029 Misc
5042 Capital Outlay
Total Expenditures

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
5003 Supplies	3000	2000	3000	3725	4521	5000
5017 Utilities	6000	9531	7000	6926	8097	9500
5020 Facilities Repair/Maintenance	8000	593	8000	10065	10243	5000
5020a Beautification	200		200			200
5024 Contract Services	10000					
5027 Safety	300		300			300
5029 Misc						
5042 Capital Outlay	40000	13200	0	13200	13200	
Total Expenditures	67500	25324	18500	33916	36061	20000

Town of Empire
Budget 2024

General Fund - Fire District

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
EXPENDITURES						
5022 Fire District	17000	19000	20000	13969	18625	42510
Total Expenditures	17000	19000	20000	13969	18625	42510

Town of Empire
Budget 2024

General Fund - Parks & Recreation

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
RESTRICTED REVENUE						
4041 Grant Funds						9500
Total Revenue	0	0	0	0	0	9500
EXPENDITURES						
5003 Supplies	800		800	3489	500	600
5010 Rental Equipment						
5017 Utilities	300	326	300	407	462	300
5020 Facilities Repair/Maintenance	500	180	500	96	217	500
5020a Beautification	2000	2860	5000	2828	2828	3000
5042 Capital Outlay	40000					
5050 Equipment Upgrade					1925	500
Total Expenditures	43600	3366	6600	6820	5932	4900

Town of Empire
Budget 2024

General Fund - Police

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
RESTRICTED REVENUE						
4015 Mail in Fines	5000	2000	10000	2168	4663	40000
4016 Court Fines	500	350	500			500
4021 Donations	100		100			
4023 Town Event Revenue				4588	4588	
4029 Administrative Fees		30		20	100	200
4035 Sales Tax Police	125000	218040	200000	179355	238013	190000
4038 HVE High Visibility Enforcement						
4039 Police Service Income	400	1350	400	775	775	800
4040 Grants and Scholarships for Training	45000	54724	50000	11060	11060	50000
4041 Grant Funds						
4043 Insurance Claim Proceeds						
4050 Settlement Proceeds		36				
4075 Sale of Assets		641		500	700	
Total Revenue	176000	277171	261000	198466	259899	281500
EXPENDITURES						
5000a Police Chief Wage	71000	73233	86000	58808	78410	82000
5000d Police Officer Wage	92000	78424	101000	101400	117823	126000
5000e Police Clerk Wage		2233		16573	23573	27040
5002a FPPA Benefits	12000	15785	12000	17548	21907	20000
5002bTown Employee Benefits		3299		13780	20465	37240
5003 Supplies	5000	4667	5000	6296	6708	6500
5004 Professional Services		1885	500	5254	9658	5500
5005 Communications					3350	4400
5006 Postage	63		63	61	61	63
5007 Training	50000	60400	50000	19315	29253	50000
5008 Publishing						
5009 Fees	3611	3512	3611	5343	5384	4212
5009a Processing Fees					8	
5011 Dues	395	100	395	600	650	600
5014 Contributions to Community Services		3000		1500	1500	1500
5018 Vehicle & Equipment Repair/Maintenance	7500	7901	7500	3854	5689	6000
5019 Fuel	7000	21401	15000	12224	14662	17000
5020 Facilities Repair/Maintenance				78	78	
5023 Computer & Electronics Repair/Maintenance						500
5024 Contract Services		1350		300	300	600
5027 Safety	6500		6500	2207	2207	1000
5029 Misc						
5036 Town Events				6883	6933	500
5040 Lease Obligation		46737	46737	46736	46736	46737
5041 Dispatch	60000	16561	90000	18514	24099	70000
5042 Capital Outlay	13162					
5048 Computer and Equipment New Purchase				483	495	1000
5050 Equipment Upgrade						
Total Expenditures	328231	340488	424306	337757	419949	508392

Town of Empire
Budget 2024

General Fund - Road & Bridge

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
RESTRICTED REVENUE						
4012 Highway Users Tax	10000	22912	20000	7496	7496	15000
4013 Road & Bridge Tax	10000	60348	50000	56066	56066	74000
4019 Interest Income		7			35	
4021 Donations		900	3000			3000
4036 Administrative Compensation Fees from W/S						30000
4043 Insurance Claim		3077				
Total Revenue	20000	87244	73000	63562	63597	122000
EXPENDITURES						
5000c Public Works Wages	102800	73458	71549	43074	53832	65980
5003 Supplies	500	488	500	118	118	200
5005 Communications					450	600
5009 Fees		3			343	
5010 Equipment Rental						
5017 Utilities	6,800	6,929	6,800	5,323	6,624	6,800
5018 Vehicle & Equipment Repair/Maintenance	7,500	881	7,500	1,811	2,660	2,500
5019 Fuel	3,000	1,785	1,500	1,276	2,106	2,000
5020 Facility Repair/Maintenance	500		500			500
5020a Beautification	300		3,000	844	844	1,000
5021 Street Repair/Maintenance	3,000	6,455	3,000	0	168	5,000
5027 Safety						1,000
5037 Empire Business Partnership	200		200	56	56	200
5042 Capital Outlay	50,000		0			40,000
5050 Equipment Upgrade					21	500
Total Expenditures	174,600	89,999	94,549	52,502	67,222	126,280

Town of Empire
Budget 2024

Water Fund	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	256,691	64,535	184,200	231,730	231,730	285,655
RESTRICTED REVENUE						
4019 Interest Earned	3	249	35	237	267	300
4028 Water Meter Fees	1,500	525	6,000	485	710	6,000
4029 Administrative Fees	2,000	579	2,000	125	349	2,000
4030 User Fees	200,000	213,335	201,350	149,671	201,949	201,350
4031 Tap Fees	31,500		32,000			44,000
4033 Late Fees		58		238	337	500
4037 Account Transfer Fees		47	60		25	50
4041 Grant Funds	38,205	38,205				
4042 Grant Funds for Water Enterprise	1,000,000	804,249	2,750,000	1,750,000	1,941,999	4,000,000
4046 Loan Proceeds for Water Enterprise	824,000		824,000			
4048 Water / Sewer ACH Processing Fee				1,092	1,390	1,400
4051 Backflow Inspections	600		600		600	600
4060 Reimbursement from another Fund		150,000			100,000	150,000
Total Revenue	2,097,808	1,207,247	3,816,045	1,901,848	2,247,626	4,406,200
Total Revenue & Reserves	2,354,499	1,271,782	4,000,245	2,133,578	2,479,356	4,691,855
EXPENDITURES						
5003 Supplies	25,000	38,507	30,000	23,780	28,118	30,000
5004 Professional Service	25,000	169,585	5,000	4,858	4,858	5,000
5004b Administrative Compensation	20,000	50,000	50,000		50,000	82,500
5007 Training and Equipment		45				2,000
5008 Publishing		73				
5009 Fees	3,375	4,293	2,550	5,348	5,985	6,400
5009a Processing Fees				1	1	1
5010 Rental Equipment	600	6,601	100	125	125	100
5011 Dues	475	175	475	275	275	275
5017 Utilities	6,000	3,829	6,000	4,968	6,112	6,000
5019 Generator Fuel		5,253	3,000	2,386	1,011	3,000
5020 Maintenance/Repairs	10,000	93,054	10,000	16,070	8,814	10,000
5024 Contract Services	32,000	623,065	32,000	72,862	38,080	32,000
5025 Tests/Permits	7,936	8,815	8,000	683	6,999	8,000
5026 Water Rights		7,165		3,450	3,625	6,000
5027 Safety		616				
5028 Water Meter Installation	1,500	400	4,800	2,768	2,768	4,800
5051 Backflow Inspection Labor	600	390	600		600	600
5052 Capital Outlay	1,824,000	22,251	3,574,000	1,961,846	2,012,927	4,000,000
Total Expenditures	1,956,486	1,034,117	3,726,525	2,099,420	2,170,298	4,196,676
5055 CWCB Water Storage Loan	6,000	5,935	5,936	5,935	5,935	5,936
5056 DWRF Well SRF Loan	2,467		2,468		17,468	30,000
Total Debt Service	8,467	5,935	8,404	5,935	23,403	35,936
Total Expenditures & Debt Service	1,964,953	1,040,052	3,734,929	2,105,355	2,193,701	4,232,612
Ending Fund Balance	389,546	231,730	265,316	28,223	285,655	459,243
Loan Reserves - Not Included in Fund Balance	6000	6101	6200	6101	6101	6200

Town of Empire
Budget 2024

Sewer Fund

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	131,556	130,019	100,428	105,995	105,995	78,319
RESTRICTED REVENUE						
4019 Interest Earned		48				
4029 Administrative Fees					124	1,000
4030 User Fees	67,000	65,922	67,450	50,033	67,596	67,450
4031 Tap Fees	31,500		32,000	11,025	11,025	44,000
4033 Late Fees		3		238	337	500
4037 Account Transfer Fees		27	15		25	50
4042 Grant Funds for Sewer Enterprise						
4046 Loan Proceeds for Sewer Enterprise						
4048 Water / Sewer ACH Processing Fees				1,092	1,390	1,400
Total Revenue	98,500	66,000	99,465	61,296	80,497	114,400
Total Revenue & Reserves	230,056	196,019	199,893	61,296	186,492	192,719
EXPENDITURES						
5003 Supplies	10,000	3,312	5,000	524	1,356	4,000
5004b Administrative Compensation	20,000	30,000	30,000	30,000	30,000	27,500
5007 Training and Equipment		45				
5009 Fees		711	850	2,157	2,793	3,300
5017 Utilities	10,000	11,292	10,000	9,462	11,376	12,000
5019 Generator Fuel		601			25	
5020 Repairs/Maintenance	20,000	15,720	20,000	20,596	21,922	18,000
5024 Contract Services	32,000	25,111	32,000	4,937	34,690	30,000
5025 Tests/Permits	5,000	3,232	5,000	2,025	6,011	4,000
5052 Capital Outlay						
Total Expenditures	97,000	90,024	102,850	69,701	108,173	98,800
Ending Fund Balance	133,056	105,995	97,043	-8,405	78,319	93,919

Town of Empire
Budget 2024

Conservation Trust Fund

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	12,885	12,475	15,019	15,019	15,019	6,683
RESTRICTED REVENUE						
4025 CTF from DOLA	1,500	2,544	2,000		2,544	2,000
Total Revenue	1,500	2,544	2,000	0	2,544	2,000
Total Revenue & Reserves	14,385	15,019	17,019	15,019	17,563	8,683
EXPENDITURES						
5020 Facility Repair & Maintenance						8,000
5042 Capital Outlay	12,875		14,500	10,393	10,880	
Total Expenditures	12,875	0	14,500	10,393	10,880	8,000
Ending Fund Balance	1,510	15,019	2,519	4,626	6,683	683

Town of Empire
Budget 2024

Centennial Fund

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	3709	4216	1716	1716	1716	7518
RESTRICTED REVENUE						
4021 Donations	500		500	2525	2525	500
4023 Town Events						
4034 Facility Rental	500		500			500
4075 Sale of Assets			5000	5000	5000	
Total Revenue	1000	0	6000	7525	7525	1000
Total Revenue & Reserves						
	4,709	4,216	7,716	9,241	9,241	8,518
EXPENDITURES						
5003 Supplies						
5036 Town Events	4000	2500	4000	2523	1723	3000
Total Expenditures	4000	2500	4000	2523	1723	3000
Ending Fund Balance						
	709	1,716	3,716	6,718	7,518	5,518

Town of Empire
Budget 2024

Traffic Calming Fund

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	176	176	121	146	146	801
RESTRICTED REVENUE						
4022 Surcharge Fees	2000	300	2000	125	655	6000
Total Revenue	2000	300	2000	125	655	6000
Total Revenue & Reserves	2,176	476	2,121	271	801	6,801
EXPENDITURES						
5003 Supplies						
5021 Street Repair & Maintenance						2500
5027 Safety Expense		330				
5042 Capital Outlay	2000		2000			
5050 Equipment Upgrade						2000
Total Expenditures	2000	330	2000	0	0	4500
Ending Fund Balance	176	146	121	271	801	2,301

Town of Empire
Budget 2024

Public Safety Fund

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	6539	2465	31	1166	1166	102
RESTRICTED REVENUE						
4038 HVE						
4022 Surcharge Fees	2000	300	2000	125	655	6000
4041 Grant Funds		2389	2300		2300	2000
Total Revenue	2000	2689	4300	125	2955	8000
Total Revenue & Reserves	8,539	5,154	4,331	1,291	4,121	8,102
EXPENDITURES						
5003 Supplies		25	50	290	290	100
5021 Street Repair & Maintenance						2500
5027 Safety Expense		3963	2200	2160	3729	2200
5042 Capital Outlay	4000		2000			
5050 Equipment Upgrade						2000
Total Expenditures	4000	3988	4250	2450	4019	6800
Ending Fund Balance	4,539	1,166	81	-1,159	102	1,302

TOWN OF EMPIRE
Budget 2024

Cemetery Fund	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	17346	16886	17626	17972	17972	18032
RESTRICTED REVENUE						
4021 Donations				100	100	
4024 Lot Revenues	1000	1500	1000	400	400	1000
Total Revenue	1000	1500	1000	500	500	1000
Total Revenue & Reserves	18,346	18,386	18,626	18,472	18,472	19,032
EXPENDITURES						
5000e Administrative Staff Wage		54	2000	230	260	1000
5003 Supplies	1000	360	1000	180	180	1000
5020 Repair/Maintenance	6000		6000			6000
5024 Contract Services	2000					
Total Expenditures	9000	414	9000	410	440	8000
Ending Fund Balance	9,346	17,972	9,626	18,062	18,032	11,032

TOWN OF EMPIRE
Budget 2024

Utilities Improvement Fund

	2022 Budget	2022 Actual	2023 Budget	2023 3 Qtr Actual	2023 Projection	2024 Budget
Beginning Fund Balance - Reserves	89,342	89,342	198,362	48,362	48,362	65,368
RESTRICTED REVENUE						
4099 Sales Tax	62,500	109,020	100,000	97,717	117,006	95,000
Total Revenue	62,500	109,020	100,000	97,717	117,006	95,000
Total Revenue & Reserves	151,842	198,362	298,362	146,079	165,368	160,368
EXPENDITURES						
5052 Capital Expenditures	50,000	150,000	150,000		100,000	150,000
Total Expenditures	50,000	150,000	150,000	0	100,000	150,000
Ending Fund Balance	101,842	48,362	148,362	146,079	65,368	10,368

**RESOLUTION 23-10
A RESOLUTION OF THE TOWN OF EMPIRE, COLORADO TO APPROPRIATE
SUMS OF MONEY**

WHEREAS, the Board of Trustees of the Town of Empire, Colorado has adopted the annual budget in accordance with Local Government Budget Law on December 12, 2023; and

WHEREAS, the Board of Trustees of the Town of Empire, Colorado has made provisions therein for revenues in the amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes below so as not to impair the operations of the Town;

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

That the following sums are hereby appropriated from the revenues of each fund to each fund, for the purpose stated:

General Fund	\$1,109,157
Water Fund	4,232,612
Wastewater Fund	98,800
Conservation Trust Fund	8,000
Centennial Activities Fund	3,000
Traffic Calming Fund	4,500
Public Safety Fund	6,800
Cemetery Fund	8,000
Utilities Improvement Fund	150,000
Total All Funds	\$5,540,869

APPROVED AND ADOPTED, this 12th day of December 2023

Wendy Koch
Mayor Wendy Koch

J Piel
ATTEST: Town Clerk Jeannette Piel

RESOLUTION 23-11

A RESOLUTION OF THE TOWN OF EMPIRE, COLORADO SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING THE BUDGET FOR THE TOWN OF EMPIRE, COLORADO FOR THE CALENDAR YEAR 2024

WHEREAS, the Board of Trustees of the Town of Empire, Colorado has appointed a Budget Committee to prepare and submit a proposed budget to the Board of Trustees for its consideration; and

WHEREAS, the Budget Committee submitted a proposed budget to the Board of Trustees on October 10, 2023, for its consideration; and

WHEREAS, upon notice, published in accordance with the law, a public hearing was held on December 12, 2023, and interested taxpayers were given an opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance as required by law;

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

1. THAT ESTIMATED EXPENDITURES FOR EACH FUND ARE AS FOLLOWS:

General Fund	\$1,109,157
Water Fund	4,232,612
Wastewater Fund	98,800
Conservation Trust Fund	8,000
Centennial Activities Fund	3,000
Traffic Calming Fund	4,500
Public Safety Fund	6,800
Cemetery Fund	8,000
Utilities Improvement Fund	150,000
Total All Funds	\$5,540,869

2. THAT ESTIMATED REVENUES FOR EACH FUND ARE AS FOLLOWS:

General Fund:
From unappropriated surpluses \$644,890
From other sources 938,485
Total General Fund **\$1,583,375**

Water Fund:
From unappropriated surpluses \$285,655
From other sources 4,406,200
Total Water Fund **\$4,692,162**

Wastewater Fund:
From unappropriated surpluses \$78,319
From other sources 114,400
Total Wastewater Fund **\$192,719**

Conservation Trust Fund:
From unappropriated surpluses \$6,683
From other sources 2,000
Total Conservation Trust Fund **\$8,683**

Centennial Fund:
From unappropriated surpluses \$7,518
From other sources 1,000
Total Centennial Fund **\$8,518**

Traffic Calming Fund:
From unappropriated surpluses \$801
From other sources 6,000
Total Traffic Calming Fund **\$6,801**

Public Safety Fund:
From unappropriated surpluses \$102
From other sources 8,000
Total Public Safety Fund **\$8,102**

Cemetery Fund:
From unappropriated surpluses \$18,032
From other sources 1,000
Total Cemetery Fund **\$19,032**

Utilities Improvement Fund:
From unappropriated surpluses \$65,368
From other sources 95,000
Total Utilities Improvement Fund **\$160,368**

3. That the budget as submitted, amended and hereinabove summarized by fund, is hereby approved and adopted as the budget of the Town of Empire, Colorado for the year 2024.
4. That the budget hereby approved and adopted shall be signed by the Mayor and Town Clerk and made a part of the public records of the Town of Empire, Colorado.

APPROVED AND ADOPTED this 12th day of December 2023

Wendy Koch
Mayor Wendy Koch

J Piel

ATTEST: Town Clerk Jeannette Piel

**RESOLUTION 23-12
RESOLUTION TO SET MILL LEVY**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF EMPIRE, COLORADO, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAID THE COSTS OF GOVERNMENT FOR THE TOWN OF EMPIRE, COLORADO FOR THE 2024 BUDGET YEAR.

WHEREAS, The Board of Trustees of the Town of Empire, Colorado has reviewed a proposed budget for the ensuing year 2024 in accordance with the Local Government Budget Law; and

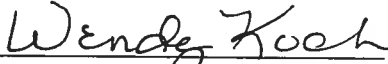
WHEREAS, the 2024 valuation for assessment for the Town of Empire, Colorado as certified by the Clear Creek County Assessor is \$4,723,390; and

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

That for the purpose of meeting all general operating expenses for the Town of Empire, Colorado during the 2024 budget year, there is hereby levied a tax of 7.576 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Empire, Colorado for the year 2024.

That the Town Clerk is hereby authorized and directed to immediately certify to the County Commissioners of Clear Creek County, Colorado, the mill levy for the Town of Empire, Colorado as herein above determined and set, and as approved by the Board of Trustees of the Town of Empire, Colorado, on December 12th, 2023.

APPROVED AND ADOPTED, this 12th day of December 2023



Mayor Wendy Koch



ATTEST: Town Clerk Jeannette Piel

**TOWN OF EMPIRE, COLORADO
RESOLUTION 23-13**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF EMPIRE
APPROVING A SERVICES AGREEMENT WITH CLEAR CREEK SURVEYING**

WHEREAS, the Town of Empire (the “Town”) is in need of services;

WHEREAS, Clear Creek Surveying (“Contractor”) has held itself out to the Town as having the requisite qualifications and experience to perform said services; and

WHEREAS, the Town has negotiated an agreement with Contractor, attached hereto and incorporated herein by this reference (the “Agreement”); and

WHEREAS, the Board of Trustees for the Town of Empire (the “Board”) wishes to approve the Agreement.

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

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

Section 2. The Board hereby:

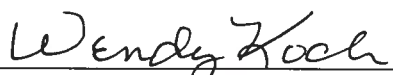
- (a) Authorizes the Mayor to execute the Agreement on behalf of the Town and for the Town Clerk to attest their signature; and
- (b) Further authorizes the Mayor, in consultation with the Town Clerk and Town Attorney, to take all necessary actions to implement the Agreement.

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

ADOPTED this 12th day of December 2023.

TOWN OF EMPIRE

BY:



Wendy Koch, Mayor

ATTEST:



Jeannette Piel, Town Clerk

THIS SERVICES AGREEMENT (the “Agreement”) is entered into this ___ day of _____, 2023, by and between the Town of Empire, a Colorado municipal corporation with an address of 30 East Park Avenue, Empire, Colorado 80438 (the “Town”), and Clear Creek Surveying (“Contractor”), a Colorado limited liability company with a principal place of business at 2401 Barela Drive, Berthoud, Colorado 80513 (each a “Party” and collectively, the “Parties”).

WHEREAS, the Town requires services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite qualifications and experience to perform the required services.

NOW THEREFORE, in consideration of the above Recitals, incorporated herein, and for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scope of Work.** Contractor shall perform the services set forth in Contractor’s proposal attached hereto as **Exhibit A** and incorporated herein by this reference (the “Work”) in a timely, expeditious, and professional manner. In the event of any conflicts between the Agreement and any of the attached exhibits, this Agreement shall prevail. Contractor shall be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Services as required by this Agreement.

2. **Compensation**

2.1 **Compensation for Services.** For satisfactory performance of the Services hereunder, the Town shall pay Contractor for the performance of the services detailed in this Agreement as provided in **Exhibit A** (the “Compensation”). The Compensation is inclusive of all reimbursable expenses and shall not be exceeded without the written authorization of the Town. The Town shall have no obligation to make any payments until such time as the Town accepts Contractor’s performance as satisfactory. All payments under this Agreement shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

2.2 **Unsatisfactory Invoices or Services.** The Town may return any unsatisfactory invoices to the Contractor for revision, and may withhold payment thereof. The Town may withhold payment for Work which are not completed as scheduled, or which are completed unsatisfactorily, until completed satisfactorily and may deny payment for such Work upon termination of this Agreement.

2.3 **Right of Set-Off.** Without prejudice to any other right or remedy it may have, the Town reserves the right to set off at any time any amount owing to it by the Contractor against any amount payable by the Town to the Contractor under this Agreement.

2.4 **Subject to Annual Appropriation.** Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

2.5. **Multi-Year Contracts.** The obligations of the Town hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. **Terms of Performance.**

3.1 **Time of Performance.** Any deadlines under this Agreement shall be as provided in the **Exhibit A.**

3.2 **Independent Contractor.** It is the express intention of the parties that the Contractor is not employed by the Town but is an independent contractor. Agents or employees of Contractor shall never be, hold themselves out as being, or deemed to be an employee or agent of the Town. As an independent contractor, Contractor agrees, pursuant to C.R.S. § 8-40-202(2)(b)(iv), that it is not entitled to workers' compensation benefits and that Contractor, as an independent contractor, is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement.

3.3 **Hazardous Materials.** Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state, and local statutes, regulations, ordinances, and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection human health, safety, or the indoor or outdoor environment, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 740, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulation, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

4. **Termination.** The Town may terminate this Agreement if (1) Contractor breaches the terms of this Agreement or (2) fails to produce a result that meets the specifications of this Agreement. In addition, the Town shall have the right in its sole discretion to terminate for any reason, upon thirty (30) days written notice. In the event of termination, payments will be made to Contractor for all work performed up to the date of termination.

5. Insurance and Indemnification.

5.1 Insurance. Contractor shall, at its own expense, keep in full force and effect during the term of this Agreement, and during the term of any extension thereof, insurance coverages in the following amounts:

General Liability	\$1,000,000	Automobile Liability	\$1,000,000
Damaged to Rented Equipment	\$100,000	Workers Compensation	\$100,000 each accident
Personal Injury	\$1,000,000		\$100,000 each person
General Aggregate	\$2,000,000		\$500,000 policy limit
Products Liability	\$2,000,000		

The Town shall be a named as an additional insured on any required policy and Contractor shall furnish the Town with a Certificate of Insurance confirming required coverages.

5.2 Indemnification. Subject to the provisions of C.R.S. § 13-50.5-102(8), to the extent applicable to this Agreement, Contractor shall indemnify and hold harmless the Town, its elected officials, employees, contractors and agents against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of Contractor's performance under this Agreement and that of its subcontractors. Contractor shall not be obligated to indemnify the Town for the Town's own negligence.

6. Miscellaneous.

6.1 No Assignment. Neither Party may assign any part of this Agreement without the express written consent of the other Party.

6.2 No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a wavier of any of the other terms or obligations of this Agreement.

6.3 Force Majure. No Party shall be in breach of this Agreement, if such Party's failure to perform any of the duties under this Agreement is due to Force Majure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attacks, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government, or pandemics.

6.4 Third Parties. There are no intended third-party beneficiaries to this Agreement.

6.5 Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

6.6 **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

6.7 **Rights and Remedies.** The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed. Notwithstanding any language contained in **Exhibit A**, Contractor shall be responsible for any damage to Town Property.

6.8 **Government Immunity.** Nothing in this Agreement or in any action taken by the Town pursuant to this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege or protection of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

6.9 **Assignment.** This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.

6.10 **Amendments.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

6.11 **Governing Law/Venue.** This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for the resolution of any dispute or breach under this Agreement shall be in the applicable court for Clear Creek County, Colorado.

6.12 **Attorney's Fees.** In the event of default of either party leading to legal action to enforce any provision of this Agreement or to recover damages for a breach, the prevailing party shall be entitled to recover its attorney's fees and costs from the other party.

6.13 **Counterparts.** This Agreement may be executed in counterparts.

6.14 **Intellectual Property.** Any work product, materials, and documents produced by Contractor pursuant to this Agreement shall become property of the Town upon delivery and shall not be made subject to any copyright unless authorized by the Town. Other materials, methodology and proprietary work used or provided by Contractor to the Town not specifically created and delivered pursuant to the Work outlined in this Agreement may be protected by a copyright held by Contractor and Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town; or (2) pursuant to a request under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.*, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. Contractor waives any right to prevent its name from being used in connection with the Services.

TOWN OF EMPIRE, COLORADO

Name: _____

Title: _____

Attest:

Name: _____

Title: _____

CONTRACTOR

Name: _____

Title: _____



To: Wendy Koch, Mayor
Town of Empire
30 E. Park Avenue
Empire, CO 80438
mayor@empirecolorado.us

From: Weston D. Spears, Owner, Clear Creek Surveying LLC

Subject: Request for surveying services
Clear Creek Surveying LLC
Project No. TBD

Clear Creek Surveying LLC is pleased to provide the following proposal for Surveying Services in connection with Surveying the platted right-of-way, including alleys, for the Town of Empire. The area will focus on right-of-way north of the West Fork of Clear Creek. The area South of the West Fork of Clear Creek we will need to discuss the scope. The roads are not built with exception to South Main Street, Snowplow Avenue, and Cemetery Road. It appears Snowplow Avenue and Cemetery Road were not built within the platted right-of-way and is unclear if these roads have been dedicated per documentation. (hereinafter called the "Project").

Scope of work:

The Scope of Work below outlines our understanding of the Project requirements based on my discussion with you, the Request for Proposal, our general knowledge of the site, and our experience with similar projects. Should the Scope of Work not include all the required services, please contact us so that we can revise this proposal. The fees for the services outlined in the Scope of Work shall be as indicated and as described herein. If the Project Proposal described above changes substantially because of Owner direction or from Agency requirements, the terms of this agreement will be subject to modification.

1. Preparation of a Land Survey Plat of the parcel of land described. This survey will be completed per Colorado Revised Statute C.R.S. 38-51-106 and the city block corners and CDOT right-of-way corners will be found or set. Conflicting boundary evidence or visible encroachments, and easements which properly recorded evidence is available from the county clerk and recorder, a title insurance company, or other source as specified on the Land Survey Plat. Property lines will NOT be marked in the field. Property lines can be marked for the purposes of fences, construction, or other purposes at an additional cost.

Cost: \$19,600



October 10, 2023

Deliverables:

Upon completion Clear Creek Surveying LLC will provide the client with a pdf of the survey and a Mylar for recording. Hard copies and CAD files are available upon request.

Exclusions:

Please be advised that the services outlined in the Scope of Work do not include the following: title documents, subsurface utility location and mapping, floodplain delineation; wetland delineation and mapping; or any other task not specifically described herein.

Schedule:

The schedule for this project is to be determined.

Thank you for considering Clear Creek Surveying LLC for your surveying needs. Should you have any questions or require additional information, please do not hesitate to contact us.

Weston D. Spears

CLEAR CREEK SURVEYING LLC

Land Surveying and Mapping

WESTON D. SPEARS, P.L.S.



October 10, 2023

Agreement for the Provision of Limited Professional Services

"Firm" shall mean "Clear Creek Surveying LLC"

"Client" shall mean the entity and individual signing this Agreement

- 1. Standard of Care:** Services under this Contract will be performed at a level of care and skill exercised by other professionals currently practicing under similar conditions in the vicinity of the project. No other warranty, express or implied, is made.
- 2. Assignments:** Firm may accept assignments, from time to time, as requested by Client. Client shall specifically describe the work requested for each project. After receipt of Client's request, Firm will decide whether it shall accept the assignment and will determine the charge(s) which will be assessed to Client. Acceptance of an assignment is not binding on Firm unless Firm's President expressly approves the assignment.
- 3. Billings/Payments:** Full payment is required upon substantial completion of each requested assignment. Invoices for the Firm's services shall be submitted at the Firm's option, either upon substantial completion of such services or on a monthly basis. Invoices shall be payable upon receipt. If an invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of any and all services. Retainers shall be credited on the final invoice. If an invoice is not paid within 30 days, the Firm shall be entitled to interest and all other rights set forth herein.
- 4. Changes in regulatory environment:** The services provided by the Firm under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
- 5. Cure period:** If during the project term, Client observes or becomes aware of any improper service which has been provided by Firm, Client agrees to immediately notify Firm of the same, in writing. Firm shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Firm of any defects within thirty (30) working days of learning of the defects, any objections to Firm's work shall be waived. Firm will not accept any backcharges unless Client has complied with the foregoing and allowed Firm the opportunity to cure any problem.
- 6. Limitation of firm's liability:** In recognition of the relative risks of the Project to the Client and Firm, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Firm and Firm's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Firm's or Firm's consultants to all of those named herein with respect to the Project shall not exceed \$25,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Firm.
Client acknowledges and understands that Firm's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Firm's fee and services, it is unreasonable to hold Firm responsible for liability exposure greater than the set limit.
- 7. Information to be provided to firm –** Client agrees to provide Firm with such site information as may be needed to enable Firm to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Firm, from time to time. Client shall not be responsible for providing site information which Firm has specifically agreed to provide in its Proposal.
- 8. Firm's reliance on information provided:** firm may rely on the accuracy and completeness of any information furnished to Firm by or on Client's behalf. Furthermore, Client agrees to hold Firm harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Firm.
- 9. Indemnity:** To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Firm, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Firm for the negligent acts of Firm or its agents.

P.O. BOX 3184 IDAHO SPRINGS, CO 80452

(303) 567-4755

Page 3 of 5



October 10, 2023

To the fullest extent permitted by law, Firm shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Firm's negligence or the negligence of Firm's agents. This indemnity shall not require Firm to indemnify the Client for the negligent acts of the Client or its agents.

10. **Late Payments:** Accounts unpaid 30 days after an invoice date will be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay all costs of collection incurred by Firm, including reasonable attorney's fees, court costs and all expenses. Failure to pay all amounts due within the terms of these agreed time periods will also result in a 5% late charge of the amount owing, to be paid by the Client to the Firm
11. **Termination of Services:** This agreement may be terminated by the Firm should the Client fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all obligations hereunder. In the event of termination, the Client shall pay the Firm for all Services rendered to the date of termination, all reimbursable expenses, all termination expenses, and all consequential damages.
12. **Applicable Law and Venue:** The laws of the State of Colorado shall govern the validity of this Agreement, and its interpretation and performance. All disputes related to the services provided under this Agreement shall be resolved by suit filed in the County Court or District Court for Jefferson County, Colorado. Should any suit or claim be filed in any other court against Firm, Firm shall be entitled to transfer said suit to the County Court or District Court for Jefferson County, Colorado, and the Firm shall be entitled to recover all of its attorneys' fees and costs incurred in accomplishing the transfer from the opposing party and/or the Client.
13. **Severability:** If any term, condition, clause or provision of this Agreement shall be determined to be void or invalid at law, or for any other reason, than only that term, condition, clause or provision shall be stricken from this Agreements it held to be void or invalid, and in all other respects, this Agreement shall remain in full force and effect.
14. **Binding on Successors:** It is understood and agreed that the successors and assigns of the parties hereto shall be bound by all the terms, conditions, clauses and provisions of this Agreement.
15. **Entire Contract:** This Agreement shall be the entire Contract and shall supersede any other contract between Client and the Firm, relating to the subject matter thereof. This is a fully integrated Contract. Any previous statements, representations, misrepresentations, agreements, negotiations or discussions are null and void, and are fully merged herein. In case of a conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. The Firm makes no promises or agreements written or oral except for the provisions herein set forth.
16. **Full Authority:** Client represents that he/she has full authority to enter into this agreement, and to bind the Client entity and the individual.
17. **Substantial Completion:** For the purpose of payment under this agreement, completion shall be defined as the date upon which work is substantially completed by Firm, not the "date of inspection" by city and county building departments, code enforcement agencies, engineers or others.
18. **Additional Work:** After commencement of work on an assignment, should additional labor and/or materials be required to obtain local standards, code compliance or the requirements of a project beyond the original scope of work, Client will be notified and will be responsible for these additional costs whether or not it executes a "change order."
19. **Access to Sites:** Client hereby gives consent, releases and waives any and all rights and claims against the Firm for any past, present or future use of curbs, driveways, soils, streets, roads, sites, real property or personal property as a means of access for vehicles and equipment used in the execution of work.
20. **Non-Supervisory Services:** Firm shall not be held liable for any damages occurring due to placement of materials or movement of property by anyone. Firm shall have no duty to supervise any other person or entity at any time.
21. **No Damage for Delay:** Firm is not responsible for delays due to weather, delivery or availability of materials, acts of God, strikes or accidents on any job site. Client shall have no claims against Firm for any delays arising in any work, services or project. Client acknowledges and accepts the existence of risks related to delays and waives all future rights and claims which might arise out of delays.
22. **Dispute Resolution:** Any claims or disputes arising during preparation of documents, construction or post-construction between the Client and the Firm, shall be submitted to non-binding mediation.

P.O. BOX 3184 IDAHO SPRINGS, CO 80452

(303) 567-4755

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October 10, 2023

NOTICE OF ACCEPTANCE AND AUTHORIZATION TO PROCEED

CLEAR CREEK SURVEYING LLC

Terms:

The terms of the attached "Agreement for the Provision of Limited Professional Services", which Client/Agent hereby acknowledges receiving, are incorporated, and made a part of this Proposal. Additional Services which are agreed upon by both Clear Creek Surveying LLC and you will be charged based on time and materials per our current Rate Schedule. Invoices will be submitted upon substantial completion of such services or on a monthly basis and are due and payable upon presentation. This proposal represents the entire understanding between you and Clear Creek Surveying LLC in respect to the Project and may only be modified in writing signed by both parties. The price on this agreement is in effect for 30 days.

Clear Creek Surveying LLC

Client/Agent

Weston Spears

Digitally signed by Weston Spears
DN: cn=Weston Spears, o=Clear Creek Surveying LLC, email=weston@clearcreeksurveying.com, c=US
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2023.10.10 11:22:54 -0500

Accepted By (Signature)

Accepted By (Signature)

Weston Spears

Print Name

Print Name

October 10, 2023

Date

Date

