

**ORDINANCE NO. 1999-2
TOWN OF RICO**

ESTABLISHING THE DUTIES OF THE TOWN MANAGER

WHEREAS, Colorado Revised Statutes §31-4-304 authorizes the Board of Trustees to establish the duties of a town administrator by ordinance;

WHEREAS, the Board of Trustees desires to establish the duties of the Town Administrator;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF RICO, COLORADO, the following:

SECTION 1. DUTIES OF TOWN ADMINISTRATOR

The Town Administrator shall be known and referred to as the "Town Manager". The duties of the Town Administrator shall include:

- A. Preparing a Town Budget annually which shall include as an option a balanced budget;
- B. Acting as the Code Enforcement Officer and Building Official unless the Town Board of Trustees designates someone else by motion or resolution as the Code Enforcement Officer and/or Building Official of the Town;
- C. Acting as the Town Planner unless the Town Board of Trustees designates someone else by motion or resolution as the Town Planner;
- D. Carrying out such lawful acts as are directed by the Town Board of Trustees including the execution of contracts.

SECTION 2. REPEALER

Resolution No. 138 is hereby repealed in its entirety. Any prior resolution, ordinance, or other Town law which is in conflict with this ordinance, or provision thereof, is hereby repealed.

SECTION 3. PUBLICATION

Following adoption, the Town Clerk shall cause this Ordinance to be published in full in the Dolores Star in accordance with Ordinance No. 323 of the Town of Rico, Colorado.

Ordinance No. 1999-2 – Establishing the Duties of Town Manager

READ AND APPROVED ON FIRST READING on the 12th day of May, 1999.

READ, APPROVED AND ADOPTED ON SECOND AND FINAL READING on the 14th day of July, 1999.



By: **Joe Croke, Mayor**



Attest: **Linda Yellowman, Town Clerk**

[Town Seal]

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EMPLOYMENT AGREEMENT
BETWEEN ERIC JAMES HEIL AND THE TOWN OF RICO,

This employment agreement ("Agreement") is entered into as of April 14, 1999, between Eric James Heil ("Heil"), and the Town of Rico, Colorado, acting by its Town Trustees ("Town"), both of whom are collectively referred to as the "parties."

1. PURPOSE OF AGREEMENT

The Trustees and Heil hereby agree to enter into this Employment Agreement to retain Heil as a contract employee for the position of Town Administrator. Heil shall perform such duties as are set forth in the Scope of Services, Exhibit A, of the Energy Impact Assistance Grant which is partially funding this position. Heil shall perform such other duties as directed by the Board of Trustees and Department of Local Affairs.

2. TERM AND COMPENSATION

The term of this Agreement shall commence on April 15th, 1999, and shall continue until March 30, 1999 (11 ½ months). Heil shall be employed for 80 (eighty) hours per calendar month (40 hours for the month of April, 1999) which shall average approximately 20 (twenty) hours per week. This Agreement may be renewed for additional periods of such duration as are mutually acceptable to the parties. Heil shall be paid a total salary in the amount of twenty thousand dollars (\$20,000.00) for the term of this Agreement. Such payment shall be payable as follows: \$1,818.18 (eighteen thousand eighteen dollars and eighteen cents) payable each month of eleven (11) months beginning in the month of May and ending in the month of March.

3. BENEFITS AND EXPENSES

The Town shall furnish office facilities in the main floor North West corner office for Heil, in which Heil may conduct a private law practice and planning consulting firm. Town shall provide a budget of \$2,500.00 (two thousand five hundred dollars) for benefits and \$5,000.00 (five thousand) for expenses. The budget for benefits may include 401k or other retire contributions, life insurance, workers compensation, health benefits, and such other benefits as may be deemed appropriate by the parties. The expense budget may include office equipment and supplies, office expenses, mileage reimbursement, and such other expenses as may be deemed appropriate by the parties. The details of the budget for benefits and expenses shall be proposed by Heil and shall be subject to review and approval by Town. Heil shall not be provided vacation time or sick leave under this Agreement.

4. TERMINATION

This Agreement may be terminated by either party by providing 30 (thirty) days' advance written notice to the party. Upon the effective date of termination, Heil shall be entitled to no further compensation or benefits provided for by this Agreement. Heil shall be considered an 'at will' employee and may be terminated with or without cause.

5. NO LIMITATION ON PROFESSIONAL ACTIVITIES

This Agreement shall not restrict Heil in any manner from engaging in any non-Town employment activities for compensation.

6. ASSIGNMENT

The rights and obligations of the parties under this Agreement are not assignable.

7. NOTICES

All notices required or permitted herein shall be in writing and shall be personally delivered or mailed by registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other addresses that may be specified by written notice in accordance with this paragraph:

If to the Town:

Mayor
Town of Rico
P.O. Box 56
Rico, CO 80498

If to Heil:

Eric Heil
P.O. Box 189
Rico, CO 80498

8. ENTIRE AGREEMENT

This instrument contains the entire agreement of the parties, and may be amended or superseded only by written agreement signed by both parties.

9. APPROVAL

By execution of this Agreement, the Town acknowledges that all required approvals have been obtained by the Town Trustees so that this Agreement shall be fully effective and binding upon the parties hereto.

IN WITNESS WHEREOF, the Town of Rico, Colorado, has caused, this Agreement to be signed by its Mayor, attested by its Town Clerk, and impressed with its municipal seal, all as duly authorized by its Town Trustees, and Eric James Heil has signed his name to this Agreement, as of the day and year first appearing above.

Town:

By: _____

Joseph V. Croke, Mayor

Attest:

By: _____

Linda Yellowman, Town Clerk

Heil:

By: _____

Eric James Heil