



Town of Green Mountain Falls
Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday, September 15, 2020 at 7:00 p.m.

Online Meeting ONLY*. Join the Zoom Meeting by clicking on the following link:
<https://us02web.zoom.us/j/83320626278?pwd=eE53eWZ1dEw5b0V0aCtzaTZ5dUIQQT09>
Meeting ID: 833 2062 6278 Passcode: 715799

To make a **public comment** please **pre-register** by 4pm on the day of the meeting via email:
clerk@gmfco.us

REGULAR MEETING:

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. CONSENT AGENDA
 - a. Bring into record Accounts Payables for September 2 to September 13, 2020
4. NEW BUSINESS
 - a. Board Retreat Agenda, facilitated by Clay Brown, DOLA Regional Manager
5. OLD BUSINESS
 - a. Executive Session: Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters, Specifically to Evaluate Applicants for Position of – Town Clerk
6. PUBLIC INPUT: 3 Minutes per speaker
7. CORRESPONDENCE
 - a. Agreement for use of Town Vehicles
 - b. Signage & Parking Plan Scope of Work
8. REPORTS
9. ADJOURN

*The Town shall provide reasonable accommodation for those with disabilities on a case by case basis. Please send accommodation requests to clerk@gmfco.us by 4pm on the date of the meeting.

Town of Green Mountain Falls
Vendor Invoices Journal
from August 10, 2020 to September 13, 2020

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Total
08/10/2020	20130860	Pinnacol	Pinnacol Assurance	<SPLIT>	<SPLIT>	\$ 527.00
08/20/2020	117058718001	officedepotinc	Office Depot, Inc.	1-10-02-5129	General-Administration-Operations-Supplies - Office	\$ 64.98
08/25/2020	8.25.20	municipalsu0000	Municipal Supply +Sign Co	1-10-02-5999	General-Administration-Operations-CARES Act Expenses	\$ 4,998.38
08/27/2020	8.27.20	waynestewar0000	Wayne Stewart	<SPLIT>	<SPLIT>	\$ 459.00
08/31/2020	8.31.20	kylerein	Kyle Rein	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	\$ 30.00
08/31/2020	90-90604614	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	\$ 298.22
09/01/2020	6412	araizeinc	Araize INC.	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 135.00
09/13/2020	17425	springsit	Springs IT	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	\$ 240.00
09/13/2020	2020-4	frommcompanyllc	Fromm & Company, LLC	1-10-02-5113	General-Administration-Operations-Services - Professional	\$ 936.00
09/13/2020	2020-7	frommcompanyllc	Fromm & Company, LLC	1-10-02-5113	General-Administration-Operations-Services - Professional	\$ 2,046.00
09/13/2020	9.13.20	comcastbusiness	Comcast Business	<SPLIT>	<SPLIT>	\$ 159.85
Total For 1-00-00-2000 General-Accounts Payable						\$ 9,894.43

Jane Newberry, Mayor

Angie Sprang, Town Manager



COLORADO
Department of Local Affairs
Division of Local Government



The Town of Green Mountain Falls

Town of Green Mountain Falls Board Retreat

September 15, 2020 7:00 pm - 9:00 pm

Meeting Objectives:

At the end of this meeting, the Board will have:

- Reviewed mission, existing goals, objectives and issues to determine Town strategic goals and work plan for 2020/2021.

Agenda	Item	Lead
7:00 PM	Call to Order	Mayor Newberry
	Review of the Agenda	Clay Brown
7:10 PM	Introductions	All
	Board members share answers to Questions #2 and #3	
7:30 PM	Review of previous Strategic Goals status	Angie Sprang
8:00 PM	Issue identification	Clay Brown
8:20 PM	Strategic Goals Development	Clay Brown
8:40 PM	Wrap Up/Direction to Town Manager	Clay Brown

AGREEMENT FOR USE OF TOWN VEHICLES

THIS AGREEMENT is made and entered into this 10th day of September 2020, by and between the Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Water on Marrs, Inc., an independent contractor with a principal place of business at 14613 W. Del Playa St., Los Angeles, California 91402 and phone number of 1-877-627-7756 ("Contractor") (collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Use of Vehicles. Contractor may use the Town's dump truck (VIN 3FDPF7568YMA37482) and backhoe (VIN CAT0420DCFD22687) (the "Vehicles") free of charge in Contractor's performance of flood recovery work for the Town under agreements between the Contractor and the Town dated [insert dates of contract(s)]. Usage Conditions. Contractor shall obtain approval from the Town's Director of Public Works prior to any use of the Vehicles, which may be granted or withheld at the Director's discretion. Contractor shall only allow qualified individuals with knowledge of operating the Vehicles to operate the Vehicles. All individuals operating the Vehicles shall possess all required licenses and certifications. Contractor shall comply with all requirements of the Town's Director of Public Works regarding Contractor's use of the Vehicles.

1. DISCLAIMER OF WARRANTIES. THE VEHICLES ARE PROVIDED "AS IS" AND ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES ARE HEREBY EXPRESSLY DISCLAIMED.

2. Insurance. Any insurance carried by the Town, its officers, or its employees or contractors is excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

3. Indemnification. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

4. Miscellaneous.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. 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 waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

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

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. 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.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

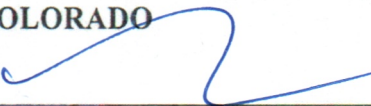
J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

[Remainder of page intentionally left blank. Signatures on following page.]


TOWN OF GREEN MOUNTAIN FALLS,
COLORADO


Angie Sprang, Town Manager

ATTEST:

Office of the Town Clerk

WATER ON MARRS, INC.

By: 
Jason T. Grutter, Secretary and Co-Owner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

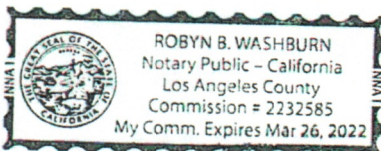
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On 9/10, 2020, before me, Robyn B. Washburn, Notary Public, personally appeared JASON T. GRUTTER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.




Signature of Notary Public