



Town of Green Mountain Falls

Special Board of Trustees Meeting Agenda

P.O. Box 524; 10615 Green Mountain Falls Road

Green Mountain Falls, CO 8081

Tuesday, October 13, 2020 at 7:00 p.m.

Online Meeting ONLY**

Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/88426161591?pwd=UUplMmZ5MkNKRkYyQWFRaDJ2eU92dz09&from=msft>

Meeting ID: 884 2616 1591 Passcode: 311843

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

SPECIAL MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL	
7:00	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:00	3.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
7:05	4.	CONSENT AGENDA <ul style="list-style-type: none">a. Bring into record Accounts Payables for September 14 to October 6, 2020b. CIRSA 2021 Quotation Acceptance Extension for October 15, 2020c. CIRSA 2021 Quotation Approvald. Land Use Code Re-write RFP Approvale. Land Use Code Re-write Intern Position Description Approval	BOT Action Desired
7:10	5.	Consideration of Resolution No. 2020-14 A Resolution of the Town of Green Mountain Falls, Colorado Supporting the Greater Outdoors Colorado Grant Application for the Resilient Communities Funding , approving the GoCO Coronavirus Trails Stewardship Opportunities Grant Application Submission for October 15 th , 2020 grant cycle deadline	BOT Action Desired
7:20	6.	CORRESPONDENCE <ul style="list-style-type: none">a. DOLA Land Use Code Re-write Contract – State of Colorado Small Dollar Grant Award Terms and Conditionsb. DOLA Land Use Code Re-write – Summary of Small Dollar Grant Award Terms & Conditionsc. DOLA Flood Recovery Projects: Maple Street and Midland Street Culvert Replacement Notice to Proceed Letter Project No. 20-001d. Colorado Department of Revenue Memorandum of Understanding (MOU) for Control of Confidential Data	Informational Only
7:20	7.	ADJOURN	

*Please note: Times are approximate.

**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 September 01, 2020 to October 01, 2020

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Total	Payment Method
1-00-00-2000 General-Accounts Payable							
07/15/2020	107015370001	officedepotinc	Office Depot, Inc.	1-10-02-5129	General-Administration-Operations-Supplies - Office	\$ 59.63	Check
08/19/2020	37-8.19.20	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	\$ 29.98	ACH
08/31/2020	PSI361250	aisspecialt0000	AIS Specialty Products, Inc.	1-10-02-5999	General-Administration-Operations-CARES Act Expenses	\$ 3,044.00	Check
09/03/2020	9.3.20	dustinmclai0000	Dustin McLain	1-70-02-5137	General-Public Works-Operations-Tools	\$ 15.96	Check
09/08/2020	57-9.8.20	COSpringUtil	Colorado Springs Utilities	<SPLIT>	<SPLIT>	\$ 601.84	ACH
09/08/2020	9.8.20	thechurchin0000	The Church in the Wildwood	1-10-00-4300	General-Administration-GMF Sales Tax (3%)	\$ 9,000.00	Check
09/10/2020	123170109001	officedepotinc	Office Depot, Inc.	1-10-02-5129	General-Administration-Operations-Supplies - Office	\$ 93.36	Check
09/10/2020	20170678	Pinnacol	Pinnacol Assurance	<SPLIT>	<SPLIT>	\$ 1,054.00	Check
09/10/2020	80948	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	\$ 193.85	Check
09/12/2020	P39C0356351	wagnercat	Wagner CAT	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	\$ 85.53	Check
09/15/2020	80993	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	\$ 80.00	Check
09/18/2020	04-9.18.20	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	\$ 31.14	ACH
09/18/2020	25-9.18.20	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	\$ 57.18	ACH
09/18/2020	35-9.18.20	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	\$ 116.34	ACH
09/18/2020	37-9.18.20	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	\$ 42.71	ACH
09/18/2020	57-9.18.20	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	\$ 225.18	ACH
09/18/2020	78-9.18.20	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	\$ 24.02	ACH
09/21/2020	82-9.21.20	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	\$ 165.85	ACH
09/22/2020	D62668	utepassconc0000	Ute Pass Concrete- Sand & Gravel	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	\$ 3,736.39	Check
09/25/2020	17522	springsit	Springs IT	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 240.00	Check
09/25/2020	57-9.25.20	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	\$ 459.49	ACH
09/25/2020	9.25.20	chasecardservic	Chase Card Services	1-00-00-2005	General-Accounts Payable - Year End	\$ 1,450.69	ACH
09/30/2020	9.30.20	WoodlandH&H	Woodland Hardware and Home	<SPLIT>	<SPLIT>	\$ 132.70	Check
10/01/2020	1725	springsit	Springs IT	1-10-02-5999	General-Administration-Operations-CARES Act Expenses	\$ 560.00	Check
10/01/2020	23321	wateronmarr0000	WATER ON MARRS	2-10-00-4030	Capital Improvement-Administration-Grants - State - DOLA 2 (Flood Recovery)	\$ 50,096.00	Check
10/01/2020	2870	munirevs0000	MUNIREvs	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 325.00	Check
Total For 1-00-00-2000 General-Accounts Payable						\$ 71,920.84	

Jane Newberry, Mayor

Angie Sprang, Town Manager

**Board of Trustees
Agenda Memorandum**

DATE: 10.13.2020	AGENDA NO. 4d & 4e	SUBJECT: 2021 CIRSA Renewal
Presented by: Angie Sprang, Town Manager Attachments: (1) 2021 CIRSA Quote Extension Request Letter extending to Oct 15, (2) 2021 CIRSA Property Casualty Preliminary Contribution Quotation, & (3) 2021 CIRSA Services		

Background

CIRSA provides municipal insurance services to the Town of Green Mountain Falls. On August 31, 2020, CIRSA sent Town Hall the attached 2021 Property/Casualty Preliminary Contribution Quotation, and 2021 CIRSA Services booklet. On September 24, 2020 the Town Manager filed a quote acceptance extension request with CIRSA requesting an quote acceptance extension of October 15, 2020. The quote acceptance extension was granted by CIRSA, and our 2021 quote acceptance is due on October 15, 2020 so the Town retains proper CIRSA insurance coverage in 2021.

Discussion

The 2021 CIRSA quote is \$21,233.40 to be billed in full on January 1, 2021. The quote did go up slightly from our 2020 rate of \$16,470.34. Staff did a complete review of coverages and finds the 2021 CIRSA quote meets needs. Staff recommends that we accept the 2021 CIRSA quote in the amount of \$21,233.40.

Recommended Motion

I move to approve the 2021 CIRSA Property Casualty Preliminary Contribution Quotation as stated in the agenda packet attachment and recommend the Bylaws to the BOT for their review and final approval.

Alternative Options

1. Approve the 2021 CIRSA Renewal as an amended proposal per BOT discussion – this will cancel our insurance policy and is not recommended.
2. Reserve the 2021 CIRSA Renewal for further discussion at the next or a future meeting – this will cancel our insurance policy and is not recommended.
3. Do not approve the 2021 CIRSA Renewal – this will cancel our insurance policy and is not recommended.

**(MUST BE RECEIVED BY CIRSA NO LATER
THEN THURSDAY, OCTOBER 1, 2020)**

September 24, 2020

Jill Padbury, Underwriting Manager
CIRSA
3665 Cherry Creek North Drive
Denver, CO 80209

Dear Jill:

Pursuant to Article XIV(3) of the CIRSA Bylaws, and in response to the preliminary quote of contribution e-mailed by CIRSA on August 31, 2020, the Town of Green Mountain Falls hereby gives its PROVISIONAL notice of withdrawal from the CIRSA Property/Casualty Pool and the CIRSA Workers' Compensation Pool effective January 1, 2021.

This notice of withdrawal is being given provisionally because the above-named public entity is, at present, unable to make a final determination as to whether to remain a member of CIRSA for 2021. We understand that, because we have given this provisional notice, we will not be required to pay our share of CIRSA's 2021 administrative costs in the event we notify CIRSA that our final decision is to withdraw for 2021 as long as we provide notification by no later than Thursday, October 15, 2020.

We will notify you of our final decision on whether to remain a member of CIRSA, or withdraw from CIRSA for 2021, by no later than Thursday, October 15, 2020.

Sincerely,



(Must be signature of Mayor, Manager, or City/Town Clerk,
or equivalent, such as Special District President)

August 31, 2020

Laura Kotewa, Town Clerk/Treasurer
Town of Green Mountain Falls
P.O. Box 524
Green Mountain Falls, CO 80819

RE: 2021 Property/Casualty Preliminary Contribution Quotation

Dear Laura:

Enclosed is the preliminary quotation for your 2021 contribution to the CIRSA Property/Casualty Pool.

As we have previously advised you, the excess/reinsurance market continues to be unfavorable in Colorado and elsewhere. Your quotation reflects these unfavorable conditions.

The legal climate confronting law enforcement has continued to hit municipalities in Colorado and elsewhere, affecting the liability market. Law enforcement claims in Colorado and elsewhere, as well as the recent legislation affecting liability exposures, have dramatically increased the cost of liability coverage for 2021. Reinsurers are concerned about public officials' liability claims as well. We are hearing of instances where insurers are leaving the public entity market altogether.

On the property side, wind and hail losses this year have been less than recent years. However, Colorado continues to be classified as a "cat" state, one where catastrophic losses are likely. The property market continues to raise deductibles and dramatically increase the cost of insurance.

The COVID-19 pandemic has resulted in stricter communicable disease exclusions becoming universal in property policies. And, although we have not seen any significant COVID-19-related liability claims among our membership, we can expect that reinsurers will include communicable disease exclusions in liability policies as well.

In summary, whether individually insured or as part of a pool, municipalities and other insurance consumers are all facing a hard market for property and liability insurance. A significant portion of your 2021 quotation reflects these conditions.

Despite these market conditions, CIRSA remains committed to keeping each member's cost of risk as low as possible. One of the benefits of pooling is that those members with substantial member equity will experience less of an impact from these rate increases than newer members, who have less equity in the pool.

Whether you are a long-time or newer member, now is a good time to look at your chosen property and liability deductibles. Many of our members have greatly expanded their budgets and operating expenditures over the past several years, but have not increased their chosen deductibles accordingly. We can run a deductible analysis for you and help you identify additional deductible options that are more in line with your financial capacity.

Of course, being a member of a pool offers you significant benefits that are not available elsewhere. CIRSA will continue to offer you the very best in risk management services specifically tailored to



your needs. Please see the attached brochure for a summary of those services.

The attached quotation sheet provides a preliminary quotation. Final invoices, e-mailed on January 1, 2021, will be adjusted for any changes made to your 2021 renewal application. Moreover, quoted contributions may also change if CIRSA membership changes significantly for 2021 and/or actual excess insurance premiums are not adequately funded by the budget established within your rate.

The attached quotation sheet provides information on your 2021 contribution, the amount of any Loss Control Credits available to your entity, and optional payment plans. In addition, a general description of the types and monetary limits of the proposed coverages to be provided to 2021 CIRSA Property/Casualty members is attached.

The acceptance form must be completed and returned to CIRSA by **Thursday, October 1, 2020**. When completing your form, please make sure to:

- Initial next to your entity's desired deductible option for 2021
- Write the amount of any available Loss Control Credits you wish to use in the appropriate section of the *Loss Control Credits* table on the quotation sheet
- Indicate which payment option you would like for 2021 on the quotation sheet
- Return the signature page signed by an authorized signer

Please note that if you have requested quotations for any of the Optional Coverage Programs including Equipment Breakdown, Excess Crime, Excess Cyber (Data Privacy and Network Security), Community Service Workers' Accident Medical Plan, Sports Accident Medical Plan, Occupational Accidental Death and Dismemberment Plan, Volunteer Accident Medical Plan, No-Fault Water Line Rupture and/or Sewer Back-Up coverage, Property Damage Caused by Member's Operation of Mobile Equipment coverage, or Detainee Medical coverage, they are not included in this mailing. The majority of the carriers that provide coverage for each program are unable to provide quotes until later this year. We anticipate that quotations for these optional coverages will be mailed to members in October.

If you have any questions about your renewal quote, please don't hesitate to contact us. Courtney Fagan, Strategy and Member Engagement Manager, is available to offer any further explanation of your quote that you may require. Courtney can be reached at (720) 728-1304 or courtneyf@cirsas.org. We are also available to give presentations to your governing body upon request.

Thank you for the opportunity to serve you. We look forward to continuing our relationship with you in 2021.

Sincerely,



Tami A. Tanoue
Executive Director

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CIRSA Property/Casualty Pool
Preliminary 2021 Contribution Quotation
Town of Green Mountain Falls

Current Deductibles:

Liability	Auto Liability	Auto Physical Damage	Property
\$1,000	\$1,000	\$1,000	\$1,000

Description	Amount
Contribution Before Reserve and Loss Experience	\$18,973.31
Reserve Refund Contribution	\$0.00
Impact of Loss Experience	\$2,471.09
Total 2021 Preliminary Quotation before Credits	\$21,444.40

To Renew with Current Deductibles

Initial Here: _____

Loss Control Credits

Description	Amount	Credit Options – You must write in the amount that you wish to use. Amount may be split between available options.		
		Credit PC Contribution	Deposit/Leave in Account	Send Check
2020 Loss Control Audit Credit	(\$211.00)			
Balance Remaining from Prior Years' LC Credits	(\$0.00)			
Total Preliminary Quotation at Current Deductible with all Available Credits	\$21,233.40			

Alternative Deductibles

Liability	Auto Liability	Auto Physical Damage	Property	Revised Quote (Before Credits)	To Accept New Deductible Option – Initial Here (Choose Only one)

*Contact Linda Black, CFO at (720) 605-5440 or lindab@cirsa.org if you are interested in other options.

Billing Options (Please indicate which option you choose)

<input checked="checked" type="checkbox"/> Annual Billing on January 1, 2021	<input type="checkbox"/> Quarterly Billing January 1, April 1, July 1, and October 1, 2021
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Preliminary 2021 Contribution Quotation Continued

This preliminary quotation includes all exposures reported on your entity's 2021 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 14, 2020.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2021 Property/Casualty Renewal Application, the Town of Green Mountain Falls has elected not to participate in Uninsured/Underinsured Motorist Coverage.

Your signature below constitutes your entity's written rejection of this coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the Town of Green Mountain Falls.

We accept this preliminary quotation for January 1, 2021 to January 1, 2022. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2021, actual excess insurance premiums, and any changes made to our 2021 renewal application.

Signature: _____ Date: _____

Title: _____

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Thursday, October 1, 2020. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Monique Ferguson, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: MoniqueF@cirsa.org

PROPOSED 2021 PROPERTY/CASUALTY COVERAGES

The types and monetary limits of the proposed coverages to be provided to CIRSA Property/Casualty members for the coverage period of January 1, 2021 to January 1, 2022 are generally described below. The scope, terms, conditions, and limitations of the coverages are governed by the applicable excess and/or reinsurance policies, the CIRSA Bylaws and Intergovernmental Agreement, and other applicable documents.

I. TYPES OF COVERAGES (subject to the limit on CIRSA's liability as described in Section II below):

- A. Property coverage (including auto physical damage and public relations expense and privacy breach expense)
- B. Liability coverage:
 - 1. General liability
 - 2. Automobile liability
 - 3. Law enforcement liability
 - 4. Public officials errors and omissions liability
 - 5. Cyber (security and privacy breach liability)
- C. Crime coverage (including employee dishonesty and theft of money and securities)

II. CIRSA RETENTIONS, LOSS FUNDS, AGGREGATE LIMITS, AND MEMBER DEDUCTIBLES:

For the coverages described in Section I, CIRSA is liable only for payment of the applicable self-insured retentions and only to a total annual aggregate amount for CIRSA members as a whole of the amount of the applicable CIRSA loss fund for the coverage period. There is no aggregate excess coverage over any loss fund.

Coverages in excess of CIRSA's self-insured retentions are provided only by the applicable excess insurers and/or reinsurers in applicable excess and/or reinsurance policies, and shall be payable only by those excess insurers and/or reinsurers. The limits of coverage provided by the excess insurers and/or reinsurers for the coverage period shall be described in the coverage documents issued to the members. Aggregate and other limits shall apply as provided in said documents.

A. CIRSA PROPOSED SELF-INSURED RETENTIONS FOR THE COVERAGE PERIOD:

- 1. \$1,000,000 per claim/occurrence property*
- 2. \$100,000 per claim/annual aggregate public relations expense and privacy breach expense
- 3. \$1,000,000 per claim/occurrence liability
- 4. \$1,000,000 each and every claim public officials liability
- 5. \$500,000 per claim/annual aggregate cyber (security and privacy breach liability)
- 6. \$150,000 per claim/occurrence crime

*Subject further to CIRSA retention of first \$5,000,000 each and every hail/wind loss and/or occurrence

B. CIRSA LOSS FUND AMOUNTS FOR THE COVERAGE PERIOD:

Loss fund amounts are as adopted or amended from time to time by the CIRSA Board of Directors based on the members in the Property/Casualty Pool for the year and investment earnings on those amounts. Information on the current loss fund amounts is available from CIRSA's Finance Department.

C. PROPOSED EXCESS INSURANCE LIMITS FOR THE COVERAGE PERIOD:

1. Excess property: to \$500 million each claim/occurrence
2. Excess liability: to \$10 million each claim/occurrence; \$5 million excess auto liability; \$10 million annual aggregate for public officials errors and omission liability
3. Excess crime (optional): to \$5 million per claim/occurrence

D. MEMBER DEDUCTIBLES:

A member-selected deductible shall apply to each of the member's claims/occurrences. Payment of the deductible reduces the amount otherwise payable under the applicable CIRSA retention. Allocated loss adjustment expenses are included in the member deductible.

EXPLANATION OF CREDITS AVAILABLE AND ACCEPTANCE OR WITHDRAW PROCEDURES

LOSS CONTROL AUDIT SCORE CREDIT

CIRSA members who received a Loss Control Audit Score of 80 or higher in 2020, and renew their membership in 2021, are eligible for a Loss Control Audit Score Credit. This credit is offered to all members that take an active role in preventing or reducing their losses by complying with the CIRSA Loss Control Standards.

If you did not receive a credit for 2021 and would like to receive one in future years, please contact your Loss Control Representative.

LOSS CONTROL CREDIT ACCOUNT

The CIRSA Board of Directors has approved your use of any balance in the Loss Control Credit Account, except any Special Credit monies, to pay 2021 contributions. Your entity's balance in this account on August 25, 2020, if any, is shown on the quote letter.

ACCEPTANCE PROCEDURES

Please complete the enclosed acceptance form indicating your decision for 2021 and return it to the CIRSA office ***on or before Thursday, October 1, 2020***. **Failure to return the form in time may result in the imposition of penalties under CIRSA Bylaw Article XIV upon withdrawal.**

WITHDRAWAL PROCEDURES *(if applicable)*

The enclosed Article XIV of the CIRSA Bylaws describes withdrawal procedures from CIRSA. **Written notice of withdrawal must be received by CIRSA *no later than Thursday, October 1, 2020*, for a withdrawal without penalty effective January 1, 2021.** No withdrawing member shall be eligible for the above-described credits.

Article XIV should be read in its entirety for any penalties which would otherwise apply. Withdrawing members who subsequently apply to rejoin CIRSA may be subject to such terms and conditions as established by the CIRSA Board of Directors.

WITHDRAWAL NOTICE

**MUST BE RECEIVED AT THE CIRSA OFFICE
ON OR BEFORE THURSDAY, OCTOBER 1, 2020**

Sign and return this form if your entity has decided to **withdraw** from CIRSA effective January 1, 2021. Under CIRSA Bylaws, this form must be received by CIRSA ***no later than Thursday, October 1, 2020***, for withdrawal without penalty effective January 1, 2021.

NOTICE OF WITHDRAWAL FROM CIRSA

This is to notify the CIRSA Board of Directors that the Town of Green Mountain Falls is withdrawing from CIRSA for purposes of Property/Casualty coverage effective January 1, 2021. We understand the Town of Green Mountain Falls remains obligated and will be billed for any amounts due CIRSA pursuant to the Bylaws and the policies established by CIRSA.

The undersigned is authorized to provide this notice of withdrawal on behalf of the Town of Green Mountain Falls.

Signature must be that of the Mayor, Manager, Clerk, or equivalent (such as President of a Special District.)

Signature: _____

Title: _____

Date: _____

CIRSA BYLAWS
ARTICLE XIV

Withdrawal from Membership

(1) Any member may withdraw from CIRSA by giving prior notice in writing to the Board of Directors of the prospective effective date of its withdrawal.

(2) If the effective date of a member's withdrawal is a date other than January 1, the withdrawing member shall not be entitled to receive any refund of contributions made for administrative costs for the claim year of withdrawal. The withdrawing member shall be entitled to receive within forty-five (45) days after the effective date of withdrawal, a proportionate return of its contribution to any loss fund.

(3) If the effective date of a member's withdrawal is January 1 but the member's written notice of withdrawal is received by CIRSA more than thirty (30) days after the date on which CIRSA mailed a preliminary quotation of the contribution to be assessed the member for the year beginning on that January 1, the withdrawing member shall be obligated to pay its share of CIRSA's administrative costs for the year beginning on that January 1. However, if the preliminary quotation is mailed by CIRSA prior to September 1, members shall not be obligated for future claim year administrative costs if the member's written notice of withdrawal is received by CIRSA on or before the October 1 preceding the January 1 renewal date.

(4) The members may, by a two-thirds (2/3) vote of the members present at a meeting, adopt or amend a policy establishing additional conditions applicable to members which withdraw.



CIRSA 2021

SERVICES

LEGAL & LOSS CONTROL SERVICES

CIRSA is passionate about protecting municipalities and their affiliated public entities. We work exclusively in Colorado and have over three decades of experience assisting members in handling claims, improving safety, preventing losses, and managing the cost of risk. Our coverages and services are specifically designed for the unique and ever-changing needs of our membership.

Every member works with a personal team of representatives who provide customized guidance and assistance to help you manage exposures in your entity. CIRSA is staffed with knowledgeable, seasoned professionals including: Attorneys, Associates in Risk Management (ARM), Certified Safety Professionals (CSP), Certified Insurance Counselors (CIC), Certified Industrial Hygienists (CIH), Certified Hazardous Materials Manager (CHMM), a Certified Environmental Safety and Health Trainer (CET), Certified Fire Protection Specialist (CFPS), Associates in Claims (AIC), and Chartered Property Casualty Underwriters (CPCU).

LEGAL TRAINING AND ASSISTANCE

Liability & Public Officials Training

CIRSA provides legal training to councils, boards, commissions, and staff upon request on a variety of liability-related topics. These trainings can be conducted in person or via virtual meeting. Training topics include: personal liability for governing body members and board/commission members, conduct of quasi-judicial proceedings, employment issues, Governmental Immunity Act, harassment and bullying prevention, contract issues, ethics requirements, special events liability, volunteer liability, and many others.

Liability Hotline

The Liability Hotline serves as a resource on almost any liability-related topic. Members have access to CIRSA's General Counsel for free consultation and assistance on liability issues before they become claims, including employment practices, employee leave issues, land use liability, quasi-judicial proceedings, liability risks for municipal programs and services, ethics, civil rights liability, laws concerning marijuana regulation, broadband liability, and drug/alcohol testing policies.

Contract & Policy Review

CIRSA will review member contract and policy documents and provide consultation on risk and liability-related topics, including review of contracts, ordinances, personnel policies, and police manuals.

Publications & Resources

CIRSA publishes a wide variety of materials on legal, liability and risk issues, including the recent 2nd Edition of its popular "[Ethics, Liability & Best Practices Handbook for Elected Officials](#)." Coverage includes articles on topics of current interest, member Loss Alerts, and other training materials. CIRSA also maintains a library of sample contracts, policies and other documents for members' use.

LOSS CONTROL SERVICES

Membership in CIRSA entitles members to loss control services designed to prevent and minimize individual and pool-wide losses. CIRSA's Loss Control Department is recognized nationally as a leader in innovative and exemplary loss control services.

It has been proven that a commitment to loss control yields significant benefits in the form of lower costs associated with public entity risks.

Our experienced staff is dedicated to assisting our members in implementing their own loss control programs, integrating best practices into operations, and establishing a positive safety culture.

Individualized Training

CIRSA provides over 30 classroom and/or hands-on [courses/workshops](#) that can be brought to your location upon request. CIRSA's full-time training staff work diligently to ensure materials are current and revised every two years at minimum. All courses are free to members and some provide Colorado Certified Water Professionals (CCWP) training units. Topics include: CDOT Flagger Certification, Confined Space Entry, Safe Driving Strategies, Bloodborne Pathogens, First Responder Awareness, and Back Injury & Fall Protection.

Regional Seminars

Several times each year, CIRSA conducts regional seminars around the state on current loss control issues or industry trends. Any member can attend these seminars and there is usually no charge. Seminar topics may include, ADA Coordinator, Playground Maintenance Technician (PMT), Succession Planning and many more safety and health related events. Law enforcement-specific events are also held five times per year.

General Consultation & On-site Service

CIRSA's Loss Control staff can arrange a time to help with special projects, develop written programs, assist with safety design reviews, research equipment and risk-related resources, and for short durations, can also function as your on-site safety representative.

Safety Symposiums

These Loss Control conferences are held annually and cover member or industry-relevant topics including playground maintenance technician, low voltage and high voltage electrical safety, and succession planning. The symposiums are free to all CIRSA Members and travel reimbursement is provided.

Safety Video, Reference Library, & Streaming Video Service

Your employees have unlimited access to CIRSA training programs and other educational materials in our [Training Library](#), including over 390 videos and video training books. Separate from our video and reference library, the new streaming video service offers several hundred additional videos. This is a stand-alone system separate from our online training service. These programs are free of charge to members and cover a variety of topics on most public entity exposures.

LOSS CONTROL SERVICES

In-House Video & Publication Production

CIRSA has produced a number of videos and manuals on pertinent and timely topics, 13 of which have won national Public Risk Management Association (PRIMA) awards. Titles include: *Backing & Parking: The Keys to Success*, *Hazard Awareness is Everyone's Responsibility*, *Safety Management in Action*, *Personal Consequences of Unsafe Driving*, *Safe Supervisor: Integrating Operations & Safety*, and *Sanitary Sewer: Operations & Maintenance*. Hard copies of these videos are free to members and can also be viewed on [CIRSA's YouTube Channel](#).

Online Training Center

CIRSA provides over 950 complimentary online safety, liability, supervisory, law enforcement, fire/EMS, corrections, and human resource related courses - 50 of which provide training units for water and wastewater employees. The online training center also provides over 1,000 police-specific videos. Additional topics and new courses are added each year. Your employees can easily access the [Online Training Center](#) from any computer with internet access at any time.

Monthly Training Calendar

CIRSA sends a [monthly training calendar](#) notifying members of all upcoming regional training events, scheduled on-site training courses and certifications, safety symposiums, CIRSA Orientations, webinars, and all other training resources provided.

Webinars

As another means of reducing your costs, our webinar series gives your employees the opportunity to obtain important training without leaving their office. These free presentations cover a wide variety of topics including loss control, employment and public officials' liability, PC & WC applications, finance, and claims handling. All of our webinars are recorded and can be viewed at any time from the [Safety Resources](#) area of our website.

Sample Policies & Procedures

Numerous sample Loss Control and [safety policies and procedures](#) are available to our members to download and customize for your entity. Examples include Job Safety Analyses (JSAs), Police Pursuits, Tasers, Preventing Public Officials Liability, and Fall Injury Prevention.

Property Survey & Playground Inspections

This on-site, comprehensive safety survey identifies loss exposures of significant buildings, processes, and playgrounds. Written reports of survey results are sent to the appropriate public entity contacts.

Ergonomic Evaluations

These evaluations of computer workstations determine if they are adjusted properly for the employees who are using them. Our Loss Control Representatives will review workstation setup and assess chair, monitor, mouse, desk, and other equipment adjustments. Reports with recommendations to improve ergonomic conditions may be issued.

Water Slide Inspections

State regulations require an inspection by a third party of all water slides 18 feet or higher. Some outside consultants charge over

\$1,000 for these inspections. Our Loss Control Representatives will inspect your slides for free, issue reports for items that need to be corrected, and provide certificates of inspection that meet state guidelines.

Loss Control Standards & Credit Account Program

CIRSA has established a number of recommended policies and procedures to address common public entity exposures. These recommendations are known as [Loss Control Standards](#). Your Loss Control Representative assists you in implementing the pool's Loss Control Standards and performs onsite reviews. The CIRSA Board of Directors has approved credits to members who conform to these standards. Members can apply these credits toward their CIRSA contribution; deposit them in their Loss Control Credit Account for the purchase of safety related equipment or training; or request a direct disbursement of the funds. Contact your Loss Control Representative for more information.

Accident Investigations & Loss Analyses

CIRSA provides timely, objective, and thorough accident investigations to help members identify root causes of accidents so measures can be implemented to prevent future occurrences. The Loss Control Department has also developed a number of Loss Analysis reports to identify the most frequent and severe causes of losses for the pool and for each member. Accident Investigations and Loss Analysis reports are provided upon request.

Loss/Hazard Alerts

Public entities and their employees may have serious accidents from which other members can learn. CIRSA distributes summary reports on these incidents (with any identifying details removed) to our members and recommends procedures to prevent similar claims.

Industrial Hygiene Services

CIRSA's Certified Industrial Hygienist (CIH) assists members in the recognition, evaluation, and control of employee health hazards. Some examples of services provided include:

- Hazard Communication – Program development and employee training in the interpretation of Safety Data Sheets (SDS) and likely hazards associated with chemical use
- Hearing Conservation – Sound level measurements and noise exposure evaluations for personnel exposed to elevated noise levels
- Ergonomics/Body Mechanics – Work station evaluations and employee training
- Asbestos identification and guidance for asbestos operations and maintenance
- Indoor air quality sampling for offices, pools, water/wastewater treatment plants, and other public entity operations
- Measuring carbon monoxide and nitrogen dioxide emissions from motorized equipment
- Special projects to measure toxic exposures and/or substances, as needed

CLAIMS & UNDERWRITING SERVICES

CLAIMS ADMINISTRATION SERVICES

Our in-house claims specialists and legal counsel provide expert claims administration services to help you mitigate your risks. The CIRSA Claims Department is available to our members 24/7. A member of the CIRSA claims staff is on-call at all times and a backup system is in place for timely response to emergency calls. In addition to complete claims administration, the CIRSA Claims Department provides the following services:

Litigation Management Program

CIRSA works closely with our members and a panel of defense attorneys who specialize in the defense of governmental entities. CIRSA takes a “team approach” with our staff and the member to defend claims. This allows the claim to be handled effectively and efficiently.

Claims Recovery

CIRSA's claims staff pursues recovery for damages sustained to member property through subrogation and restitution. This service is provided regardless of claim size or if the loss is within the member's retention. Our annual recovery averages over a million dollars.

Claim Reports

Loss runs of all open claims and litigation reports are distributed on a quarterly basis. Annual loss runs of all open and closed claims are also distributed. We offer other custom reports upon request that can be programmed to be sent to your entity on a monthly basis. These reports can be reviewed by you and your CIRSA Loss Control Representative to help identify loss trends and discuss methods to control such losses.

Electronic Claim Filing & Online Lookup

Members can file Property/Casualty and Workers' Compensation claims electronically through our [website](#). Each claim is filed on the state required forms and can be printed at your workstation for your records. Current and historical claims data can be viewed through our online claims filing system as well. Daily information on claim status is available including up-to-the-minute details about any claim that has been filed.

Member Self-Administration Portal

If your entity has a large deductible and self-handles some claims, our Member Portal gives you a system to manage those claims. This is essentially a stand-alone Origami Risk claims system that CIRSA provides at no cost. The Portal lets you create/store documents and claim notes, run reports, and track financial data, on a database that integrates your own data seamlessly with the claims you report to CIRSA. This cutting edge technology is available to large-deductible members free of charge.

UNDERWRITING SERVICES

Access to Additional Coverage Programs

In addition to our core Property/Casualty and Workers' Compensation coverages, CIRSA provides access to several [optional coverage programs](#) without having to pay an agent fee. Additional coverage programs include Excess Cyber, Equipment Breakdown, Excess Crime, Volunteer Accident Medical Plan, Community Service Workers' Accident Medical Plan, Occupational Accidental Death & Dismemberment, Sports Accident Medical Plan, Special Events, Detainee Medical Coverage, No Fault Water Line Rupture and/or Sewer Back Up, and Property Damage to Others Caused by Member's Use of Mobile Equipment. We can also assist members in placing a wide variety of specialized policies including fiduciary, fidelity, public officials bonds, pollution liability, and airport liability.

Coverage Comparison

Since not all coverage is the same, CIRSA offers a complimentary comprehensive comparison between all coverages offered by CIRSA and those provided by other carriers. The comparison addresses not only the limits provided, but all critical coverage issues. The comparison is intended to make sure your entity is appropriately protected in the event of a loss as well as provide a useful tool for decision making.

Property Appraisals

CIRSA provides property appraisals through a third-party contractor. This service helps CIRSA and our members establish correct values for your buildings and the majority of your miscellaneous property or property in the open to make sure you are adequately covered should a loss occur. We aim to appraise all applicable structures on your site every five (5) years. Property values, however, are updated annually to account for inflationary factors. New members will have all buildings appraised within the first year of membership.

MEMBER BENEFITS

ADDITIONAL MEMBER BENEFITS AND SERVICES

Member Equity Account

CIRSA is different from commercial insurers; we are owned and governed by our members. Contributions paid to CIRSA are deposited into your individual Member Equity Account. The funds remaining after deducting your proportionate share of pool claims and expenses are maintained on your behalf; these funds earn interest and are reported to you annually with a copy of the pool's audited financial statements. Member Equity Account balances are considered when determining contributions, and higher balances result in lower contributions.

Deductible Analyses

At the member's request, CIRSA can provide an analysis of varying deductible levels for you to use in your analysis of the appropriate deductible choice for your entity. Included in the analysis is a review of past loss experience, which can help you determine the optimal retention in order to minimize your total cost of risk.

Payment Options

CIRSA offers a no-fee, quarterly payment plan option for the payment of your annual contributions. We also offer online payment options.

Cost Allocation Assistance

Cost allocation is the process of identifying and assigning costs of risk to your departments. This risk management best practice will improve the communication of the cost of risk to your entity and generate incentives for safety. CIRSA will assist you in implementing a cost allocation system and provide regular reports to maintain the system.

Scholarship Program

To assist members in furthering their risk management education, CIRSA will provide \$12,000 in scholarship funding for 2021. Member employees may [apply](#) for awards in the following amounts:

- \$2,250 to attend a national professional development conference related to safety, continuing education, or risk management
- \$1,500 to attend local events such as the CMCA Institute or similar
- \$600 to attend in-state conferences such as CCCMA, COPRIMA, or CGFOA

Timothy A. Greer Endowment Fund

The objective of the [Timothy A. Greer Endowment Fund](#) is to provide financial support to CIRSA member entities in promoting excellence in risk management. The CIRSA Board of Directors has allocated \$12,000 to the Fund for 2021. Proposals outlining a project, process, improvement, or system that satisfies a safety or risk management-related goal must be submitted for consideration.

Travel Reimbursement

The CIRSA community places a high value on member participation. As another way to lower your costs of risk management, CIRSA offers reimbursement for expenses incurred while attending a New Member Orientation, Committee, Task Force, or General Membership Meeting. Lodging, meals, and mileage are eligible for reimbursement under our [policy](#).

The CIRSA Blog

Our [blog](#) focuses on risk management-related topics, laws that affect public entities, and potential liability issues and offers proactive risk prevention strategies. The newsletter also features current loss control, claims, and coverage topics and pertinent information for public entity staff and elected officials.

YouTube Channel

CIRSA's YouTube Channel – "[CIRSASafety](#)" features over 70 concise and easily accessible safety videos you can share with staff during training exercises. Topics include: Accident Investigations, Employment Liability Exposure, Firefighter Safety, and Slips, Trips and Falls.

All of these services are, we believe, unmatched by any commercial insurer.

Any head-to-head comparison of coverage quotes should take into account the value of the additional services that accompany CIRSA's coverages.

**Board of Trustees
Agenda Memorandum**

DATE: 10.13.2020	AGENDA NO. 4d & 4e	SUBJECT: Land Use Code Re-write RFP & Land Use Code Re-write Intern Position Description
Presented by: Angie Sprang, Town Manager Attachments: (1) Land Use Code Re-write Request for Proposal (RFP), (2) Land Use Code Re-write Intern Position Description		

Background

On June 4, 2020, the Town of Green Mountain Falls was awarded grant funds from the Kirkpatrick Family Foundation in the amount of \$45,000 for a Planning Code Rewrite. On August , 2020, another award from the Department of Local Affairs (DOLA) in the amount of \$25,000. Making our project total for the Planning Code Re-write Project \$70,000. \$20,000 of that is reserved for hiring a Land Use Code Re-write Intern, position description draft attached. The remaining \$50,000 is slated for hiring a consultant to work with the Town and facilitate us during the Public Process and Community Outreach involved in creating a new/updated Code that meets our Community's needs. Attached you will find the draft Land Use Code Request for Proposals. The request for proposals will need to be posted for 2 weeks, Staff will then open and review the bids, and bring those with recommendations to the Board of Trustees.

Discussion

Attached is the draft Land Use Code Re-write RFP, and Land Use Code Re-write Intern Position Description for the Board's consideration and approval.

Recommended Motion

I move to approve the Land Use Code Re-write RFP and Land Use Code Re-write Intern Position Description as stated in the agenda packet attachments.

Alternative Options

1. Approve the Land Use Code Re-write and Land Use Code Re-write Intern Position Description amended per BOT discussion.
2. Reserve the items for further discussion at the next or a future meeting.
3. Do not approve the RFP and Position Description.

Request for Proposals
Land Use and Zoning Code Ordinance
for the
Town of Green Mountain Falls, Colorado



Published: **October 23, 2020**

Proposal Deadline: **November 13, 2020**

Purpose

Obtain competitive proposals from qualified individuals or firms interested in revising the Green Mountain Falls Zoning Code Ordinance.

Background

The Town of Green Mountain Falls (GMF) has changed and developed since the last land use code amendment in 1997. The recent comprehensive plan update process created a vision, goals and policies that will be implemented with an updated zoning code. The challenge is to maintain the character and charm of GMF while codifying progressive land use and zoning regulations. The zoning designations and regulations should be responsive to the environmental constraints while encouraging appropriate development.

Limited availability of developable land has created increased cost and demand for housing in this small community, where residents appreciate a recreational mountain lifestyle and unique sense of place. Summer cabins built decades ago are being transitioned to year-round single-family residences. GMF anticipates this trend to continue as major renovation projects and development aim to meet the needs of single-family home owners and speculative real estate related to the burgeoning home-share market.

Project Budget and Timeline

The project budget has not been established. Interested consultants should provide a scope of work and a practical budget for undertaking the project. The respondent should consider GMF's overall operating budget and limited staff to be as efficient as possible. Suggestions and solutions that minimize the expenses associated with tasks are welcome.

The Town intends to select a consultant and begin work in **January 2021** with a project timeline of **6 – 10 months**. Final review with the Planning Commission and Board of Trustees, including final adoption of the Ordinance, would ideally occur prior to the height of the busy **summer season**.

Inquiries and Addenda

The Town will not be holding formal pre-proposal meeting. Project related questions may be submitted up to Friday, **October 30, 2020, 5:00 PM** and should be submitted to Town Staff:

Julia Simmons, planner@gmfco.us

Angie Sprang, manager@gmfco.us

Any addenda issued to this RFP will be distributed to all known RFP holders. No addenda to this RFP will be issued by the Town after Friday, **November 6, 2020, 5:00 PM**.

Project Overview & Scope of Services

In the 2019 Comprehensive Update, Plan GMF, residents and stakeholder groups created a vision for the Town. Its implementation will be accomplished with a progressive, flexible Zoning Ordinance. The planning process had a rigorous community outreach component, which should serve as the groundwork for developing the municipal zoning code. The respondent should be able to demonstrate an understanding of GMF's specific needs; zoning regulations suited for a typical Colorado city are inappropriate for this small, rural mountain town. Proposals that suggest an alternative scope of work to highlight a specialized approach are welcome, but should include the following general tasks:

Meetings and Engagement

- Kickoff meeting with Town Staff to finalize scope, timeline, and objectives
- Community and stakeholder engagement
- Planning Commission review and public hearing
- Board of Trustees review and public hearing

Document Review and Code Analysis

Evaluate existing land use documents to identify areas of concern and opportunities:

- Plan GMF, 2019 Comprehensive Plan Update and Official Town Zoning Map
- Official Town Zoning Map, 2007 Comprehensive Plan Update
- Chapter 16, Town of Green Mountain Falls Zoning Ordinance
- Chapter 17, Subdivisions
- Chapter 18, Building Regulation

Municipal Code Rewrite

- Identify outdated, contradictory, or duplicative sections
- Work closely with Town Staff to draft a streamlined code that is concise, rational, and enforceable
- Recommend zoning designations
- Ensure compliance with existing state and federal laws
- Work closely with planning intern to develop Official Town Zoning Map
- Address special issues: adequate public facilities, wireless, signage, mobile food trucks, redevelopment, infill development, accessory dwelling units, short term rentals, tiny homes, and any other issues identified in the Comprehensive Plan and through the public outreach process

Deliverable Products

- Print and submit five (5) copies of Land Use Code document and maps
- All documents must be submitted in electronic format, text in MS Word and Adobe PDF
- Zoning map shall be provided in pdf and GIS format

Submittal Requirements

Cover letter. Cover letter shall that succinctly explains the respondent's interest in the project.

Statement of project understanding. Narrative describing the respondent's understanding and approach to the project's objectives.

Qualifications. Provide names, titles, and responsibilities of key personnel responsible for the management and completion of this project. Include qualifications and experience, highlighting work in communities like GMF.

Work Plan and Schedule. Work plan for accomplishing the project, including tasks to be performed, summary of deliverables, with detailed schedule. Include expectations for GMF Staff and Intern time to be used to reduce the overall budget

Fee Proposal. Fee proposal that includes total project cost and a breakdown of costs by task. Include a corporate fee schedule that indicates the hourly rates charged for individuals identified on the project team and fees for reimbursable expenses. Tasks can be itemized as "optional" and bid independently to allow flexibility in fees.

References. Information about other work performed by the Consultant on similar projects and at least three (3) references from clients with whom the Consultant has performed similar services.

Each proposal should be submitted electronically in a portable document format to Town Hall

Angie Sprang
Town Manager
manager@gmfco.us
719-684-9414 ext. 5

Julia Simmons
Town Planner
planner@gmfco.us
719-684-9414 ext. 2

Method of Evaluation and Award

Receipt, registration, and opening of proposals will be conducted by committee to include at a minimum the Town Manager and Planner. Responses to the RFP and modifications to proposals received after the deadline will be considered late and will not be accepted.

Proposals will be evaluated on a combination of criteria:

- Experience, qualifications, and technical capability of consultant and proposed staff;
- Demonstrated understanding of the project and scope of work, project approach, and methodology;
- Demonstrated experience in similar towns and projects
- Schedule and plan for managing and delivering the desired project; and
- Cost of service and billing rates.

The Town is not required to take the lowest priced proposal. The Town reserves the right to evaluate the proposals in the manner deemed to be in the best interest of the Town. After evaluation of proposals, the Board of Trustees may award a contract or resolicit the RFP to obtain additional proposals. The Town of Green Mountain Falls reserves the right to reject any and all proposals.

Resources Available

[2007 Official Town Zoning Map](#)

[2007 Comprehensive Plan](#)

[2019 Comprehensive Plan](#)

About the Town

Green Mountain Falls was built on tourism and has appreciated great success since the late-nineteenth century when its famous landmark, Gazebo Lake, was excavated. At that time, the streets were laid out with two hotels and about 100 tent cabins. A small train depot beside the lake brought visitors from across the country to relax in the cool mountain valley. Today, many of the vacation homes in Green Mountain Falls have been converted to year-round homes, but several historic buildings and Victorian houses remain. These include the Church in the Wildwood, built in 1889, the Hotel Outlook, originally a manse for the church, and the Lakeview Terrace Hotel.

The entrance to downtown was recently memorialized by a Town Hall, municipal offices, and fire station, off Highway 24 at Green Mountain Falls Road. Gazebo Lake still represents the center of GMF, with a cluster of small, local businesses surrounding it. The community attracts world-renowned artists every year for the Green Box Arts installation and the trails system brings hikers all summer to enjoy the spectacular views and quaint small town.

LAND USE PLANNING AND POLICY INTERNSHIP

Summary Description

The Town of Green Mountain Falls is offering a unique opportunity for a paid internship in land use and planning in a small, historic mountain town. We are interviewing current students or recent graduates looking to apply their classroom knowledge to a land use code rewrite and comprehensive plan implementation project. Internship is open to full-time temporary positions, for six (6) months, starting January 2021. Start/end dates can be flexible for the right candidate.

Background

The Planning Commission approved a Comprehensive Plan in June 2019 and Board of Trustees has released an RFP for a consulting firm to rewrite the Zoning Code Ordinance. Grant funding will allow staff to work with a land use attorney and intern to deliver a Land Use and Zoning Code that facilitates appropriate land use, economic development, and conservation.

Benefits of Internship

- Flexible schedule with remote hours
- Develop a professional network along Ute Pass and in El Paso/Teller County
- Experience analyzing and developing regulatory code
- Direct engagement with Boards and Commissions
- Experience balancing economic development with historic preservation

General Skills and Qualifications

- Demonstrated general interest and knowledge of urban design and planning, environmental and administrative law, natural resource management, post-disaster planning
- Ability to work independently creating innovative policy
- Pursuing a career in public sector work in rural towns
- Ability to organize and communicate research findings
- Desire to work directly with committees and the public

Representative Duties

Independent tasks and projects can be tailored to complement areas of study and expertise. All candidates should anticipate a typical day could include:

- Conducting independent analysis of Zoning Code for areas of concern and opportunities
- Researching representative municipalities for examples of appropriate rules and regulations
- Preparing maps and planning reports of limited or variable complexity
- Drafting Land Use and Zoning Code appropriate for a rural mountain community
- Basic report writing, research methods, and data compilation
- Presenting report findings at public meetings to the general public
- Respond appropriately to difficult and sensitive public inquiries.
- Writing, managing, and administering grants for existing and additional funding

**Board of Trustees
Agenda Memorandum**

DATE: 10.13.2020	AGENDA NO. 5	SUBJECT: Consideration of Resolution No. 2020-14 A Resolution of the Town of Green Mountain Falls, Colorado Supporting the Greater Outdoors Colorado Grant Application for the Resilient Communities Funding , approving the GoCO Coronavirus Trails Stewardship Opportunities Grant Application Submission for October 15 th , 2020 grant cycle deadline
Presented by: Angie Sprang, Town Manager Attachments: (1) Resolution No. 2020-14 A Resolution of the Town of Green Mountain Falls, Colorado Supporting the Greater Outdoors Colorado Grant Application for the Resilient Communities Funding, (2) GoCO Coronavirus Trails Opportunities Grant Application due October 15, 2020, (3) information from GoCO’s Resilient Communities Program webpage.		

Background

Throughout Summer 2020, and ongoing there have been a number of challenges and opportunities for improvement related to the influx of visitors and hikers resulting from the unprecedented disruption of the Coronavirus global pandemic. Go Colorado (GoCO) announced a new program to support communities and counties in Colorado for just such purpose. GoCO will be awarding \$15 million dollars for the effort.

Discussion

Attached is the draft Land Use Code Re-write RFP, and Land Use Code Re-write Intern Position Description for the Board's consideration and approval. GoCO's board has awarded 7 projects, and there is still \$3,268,562 available in funding for local governments such as GMF.

	Open Space	Local Gov.	Total
Total Available Funding	\$ 9,570,247	\$ 5,480,000	\$ 15,050,247
June 29 Awards	\$ (234,300)	\$ (24,000)	\$ (258,300)
Aug. 4 Awards	\$ (533,700)	\$ (566,632)	\$ (1,100,332)
Sept. 10 Awards	\$ (474,509)	\$ (1,620,806)	\$ (2,095,315)
Total Awarded To-Date	\$ (1,242,509)	\$ (2,211,438)	\$ (3,453,947)
Available to Award	\$ 8,327,738	\$ 3,268,562	\$ 11,596,300

The next award cycle application deadline is on October 15, 2020 and GoCO will be delivering their decisions one month later by November 17, 2020 to applicants. The attached "GoCO Coronavirus Trails Opportunities Grant Application" was drafted for your review and recommended for approval by Staff. While GoCO does not require a resolution, it does show support of the Trustees and Town. Letters of Support from Community Residents are also attached.

Recommended Motion

I move to approve Resolution No. 2020-14 A Resolution of the Town of Green Mountain Falls, Colorado Supporting the Greater Outdoors Colorado Grant Application for Resilient Communities Funding, and the "GoCO Coronavirus Trails Opportunities Grant Application" as stated in the agenda packet attachments.

Alternative Options

1. Approve the Resolution & Grant Application with amendments as discussed by the BOT.
2. Reserve the items for further discussion at the next or a future meeting.
3. Do not approve the Resolution & Grant Application.



Jump to ...

Enewsletter Signup

RESILIENT COMMUNITIES



Nature Kids Discovery Zone in Lafayette. Photo by moxie82inc.

In response to the unprecedented disruption caused by the COVID-19 pandemic, Great Outdoors Colorado (GOCO) is launching a one-time, \$15 million Resilient Communities Program to help partners advance outdoor recreation, stewardship, and land protection projects in a manner that best reflects community needs and priorities at this moment in time. Through the Resilient Communities Program, GOCO will fund one-time, immediate needs or opportunities that have emerged in direct response to the pandemic all within the context of GOCO's five program values: resource conservation, outdoor stewardship, community vitality, equitable access, and youth connections.

The Resilient Communities Program is anchored in four themes intended to capture the breadth of needs and opportunities identified by partners through surveys and ongoing conversations as the most urgent and critical for GOCO's investment. Proposed projects should address one or more of the following:

- *Capacity and Operations Support* – core capacity and operations with a direct connection to project and/or program outcomes
- *Stewardship* – stewardship and maintenance of outdoor recreation and natural resource infrastructure, especially resources experiencing increased impacts due to the pandemic
- *Community Vitality* – emergent needs that contribute to community vitality and resiliency
- *Urgent and Emergent Land Acquisitions* – critical land acquisitions with compelling urgency or those that have come to the fore as a result of the pandemic

AVAILABLE FUNDING

The board awarded funding to seven projects to-date. The following table tracks awarded and available funding and is kept up-to-date as the board makes awards.

	Open Space	Local Gov.	Total
Total Available Funding	\$ 9,570,247	\$ 5,480,000	\$ 15,050,247
June 29 Awards	\$ (234,300)	\$ (24,000)	\$ (258,300)
Aug. 4 Awards	\$ (533,700)	\$ (566,632)	\$ (1,100,332)
Sept. 10 Awards	\$ (474,509)	\$ (1,620,806)	\$ (2,095,315)
Total Awarded To-Date	\$ (1,242,509)	\$ (2,211,438)	\$ (3,453,947)
Available to Award	\$ 8,327,738	\$ 3,268,562	\$ 11,596,300

To review projects awarded Resilient Communities grants in previous rounds, [read this release](#) from August and [this release](#) from September.

WHO CAN APPLY

This program is open to entities eligible to receive GOCO open space and local government funds as listed below. Ineligible entities are encouraged to partner with an eligible entity to apply. As always, GOCO strongly encourages partnerships.

- Colorado municipality or county
- Title 32 special district eligible to receive distributions from the Conservation Trust Fund
- Political subdivision of the State of Colorado that includes in its mission the identification, acquisition, or management of open space and natural areas
- 501(c)(3) non-profit land conservation organization that includes in its mission the identification, acquisition, or management of open space and natural areas, e.g., land trusts
- Colorado Parks and Wildlife

HOW TO APPLY

Contact a GOCO program officer to discuss your project in detail. When ready to submit, send your proposal and all appropriate attachments via email to resilient@goco.org. For more information regarding program criteria, types of projects that have been successfully funded, and how/when to apply, please watch this previously recorded [webinar](#).

APPLICATION FORMS

- [Application \(RFP\)](#)
- [Budget Form and Template](#)
- [Timeline Form and Template](#)

WHEN TO APPLY

RFP is available on a rolling basis beginning **July 1, 2020**. Submit proposals roughly a month prior to the decision dates as outlined below. Staff will work with applicants to select an appropriate application period for each project.

- Proposals due **July 17, 2020** for a decision **August 4, 2020**
- Proposals due **August 7, 2020** for a decision **September 10, 2020**
- Proposals due **October 16, 2020** for a decision **November 17, 2020**
- Proposals due **February 2021** for a decision **March 2021** (exact dates TBD)

QUESTIONS?

Contact Senior Program Officer Chris Yuan-Farrell at cyuanfarrell@goco.org or 303.226.4511.

OUR GRANT PROGRAMS

WHO WE FUND

WHAT WE'VE FUNDED

APPLICANT RESOURCES

APPLY FOR A GRANT

CONSERVATION SERVICE CORPS

CPW DIRECTOR'S INNOVATION FUND

GENERATION WILD

RESILIENT COMMUNITIES

RESTORE COLORADO

1900 Grant St, Ste 725, Denver, CO 80203

303.226.4500

info@goco.org

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RESOLUTION NO. 2020-14

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO SUPPORTING THE GREATER OUTDOORS COLORADO GRANT APPLICATION FOR THE RESILIENT COMMUNITIES FUNDING

WHEREAS, the Town is applying with Greater Outdoors Colorado (“GoCo”) for a grant for the purpose of GoCO Coronavirus Trails Stewardship Opportunities Grant Application (the “Grant Application”); and

WHEREAS, the Board of Trustees desires to express its support for the Grant Application and to authorize Town staff to pursue a grant from GoCo as set forth in the Grant Application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1. The Board of Trustees supports the Grant Application and hereby authorizes Town staff to pursue a grant from GoCo as set forth in the Grant Application and to complete all forms and provide all information reasonably necessary to support the Town’s Grant Application.

INTRODUCED, READ and PASSED this 13th day of September, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Patricia A. Sprang, Town Manager

Project Summary Information

Applicant Organization: Town of Green Mountain Falls

Applicant Name: Angie Sprang, Town Manager

Partner Organization (if applicable): Kirkpatrick Family Foundation & Colo Trust Matching Fund Sources

Partner Name (if applicable): Kirkpatrick Family Foundation & Colo Trust Matching Fund Sources

Project Title: GMF Coronavirus Trails Opportunities Grant Application

Amount Requested: \$380k

Total Project Cost: \$459k

Proposal Narrative

The Town of Green Mountain Falls (GMF) has experienced an unprecedented disruption caused by the COVID-19 global pandemic. We respectfully request financial assistance from GoCO's Resilient Communities Program in the amount of \$380k, and pledge matching funds in the amount of \$79k from the Town. Of the \$79k in matching funds \$30k is from a generous Kirkpatrick Family Foundation grant awarded in June 2020, and \$12k in contingency funds from the Town, for a project total of \$459k. This grant will facilitate our ability to respond to the pandemic: maintain and advance outdoor recreation opportunities and experiences for residents and visitors; improve stewardship of our natural resources; advance equitable access to our public lands; and protect our community where they live, work, and visit. GMF would like to secure funds and initiate the project immediately, with a goal of completion no later than June 1, 2021. The proposed project offers relief at a time when our great outdoors are the resource in which we must invest to preserve our natural resource assets for generations to come, and ultimately our way of life in GMF.

Introduction to the GMF Community

GMF, established in 1880, is a historically rich Colorado Town located along the Ute Pass corridor. GMF provides residents and visitors with an authentic small mountain town experience. It is a compact town, surrounded by open lands, nestled at the base of Pikes Peak. Residents and visitors are spoiled by expansive mountain views in all directions. The watersheds are healthier than most in the Mountain West, the air is clean, and people gravitate to its healthy lifestyle. The compact town can be toured on foot and many people integrate outdoor activities into their daily lives. Throughout the Western U.S., many towns share similar qualities. What sets GMF apart is our Community identity. We're a tight-knit community, have a historically significant small-town feel, scenic surroundings, and a coveted 17 miles of trail systems.

GMF has six acres of community parks: (1) Gazebo Park, (2) Pool Park, (3) Squires Park, (4) Hotel Street Park, (5) GMF Forest Park, and additionally (6) the notable 247 acres of public land, which comprises the western portion of Town. Within Town limits, approximately 35% of the land is designated public open space and parks. GMF currently provides for the recreation and tourism needs of the residents and visitors through areas dedicated to hiking, cross country skiing, and fishing. The adjacent Pike National Forest provides opportunities for mountain biking, rock climbing, boating, hunting, shooting, and other forms of popular Colorado outdoor activities. The Town maintains 17 miles of magnificent public trails that allow access to thousands of acres of forest land and three large fishing reservoirs on the nearby North Slope of Pikes Peak. The center of GMF is represented by one of the towns most beloved assets, Gazebo Lake. The lake's island is accessed by a pier and is home to a well-maintained and historically significant Gazebo, built in 1888. Our economy is sustained on tourism, including 50 short-term rentals and multiple historic hotels. Our booming second-home inventory are

owned primarily by residents from Texas, Oklahoma, Kansas, and Missouri. We also provide housing to retirees and commuters who work in Colorado Springs (pop. 472,688) Manitou Springs (pop. 5,346), and Woodland Park (pop. 7,785). Residents identified “preserving GMF’s shared natural resources for generations to come” as a TOP PRIORITY during the 2019 Plan GMF Comprehensive Plan Update.

Coronavirus Trails Opportunities Identified

Spring and Summer 2019 shined a light on GMF’s natural resources and the impacts population loading can have on them. The global shift to becoming ‘safer at home’ propelled into the issue of population increases we could never have anticipated. Increasing unemployment, uncertainty, and the effects of quarantine shifted everyone’s priorities to finding a way to safely get outside and appreciate Colorado’s unspoiled open space. Overnight, GMF Town Hall was confronted with health and safety complaints: insufficient public restrooms; cars parking in the ROW and blocking EMS access; pedestrians traversing private property; hikers parking in private driveways; confrontational incidents over masks and distancing; threats, fights, and police reports over private property disputes; overflowing trash cans and trash on trails; unattended children; dog feces; and even human feces in public spaces. Access and availability to the acres of public open space is now being threatened by the very people seeking a safe, healthy way to connect with the outdoors.

Residents reacted swiftly during intense debate and an outpouring of civic engagement this summer at public meetings. Since the public meeting when a citizen threatened to shoot trespassing hikers trespassing, other issues of encroachment have surfaced with private and public landowners. The US Forest Service and Colorado Springs Utilities have reported issues with trails. The ongoing public discourse shows a common thread: the community wants to evolve, improve, and be prosperous in a way that promotes good stewardship and responsible management of natural resources to share with its guests.

Hiker parking issues have reached a crisis level and successes to date are few. Parking is congested due to recreational uses, limiting availability for local businesses and residents. Parking spaces are a community asset that need to be, and should be, managed for maximum community benefit.

Solutions Identified

The Town is aggressively taking action to manage the Covid-19 response and to continue to be good stewards of our natural resources through the following programs:

1. Create a managed parking plan
2. Establish comprehensive wayfinding signage
3. Study all trailheads and evaluate for safety – relocation of some trailheads may be necessary
4. Study and determine a reasonable level of service for restroom facilities and trash receptacles
5. Comprehensive professional survey of trails system and correct illegal encroachments
6. Create a sustainable trails maintenance plan
7. GIS Mapping of our trails system

Authentic wayfinding signage was identified in our 2019 comprehensive plan as a priority, and the influx of visitors due to the Coronavirus global pandemic have drastically amplified the need to complete this project in an effort to protect our natural resource assets and community identity.

GMF desperately needs proper restroom facilities and trash receptacles at our trailheads, as well as, proper “carry in, carry out” informative/educational signage. There have been an excessive amount of complaints about human feces on the trails as we have no restroom facilities or trash receptacles at our trailheads, dog conflicts due to overcrowding on the trails, and excessive dog feces on the trails are also concerns.

The trails system in GMF was designed with the community in mind, not with the Coronavirus influx we've been enduring this past summer. We have attempted to work with what we have and utilized the services of our civically engaged volunteer base to create a Trails Ambassadors Program. While we are extremely thankful to our dedicated volunteers, it is a temporary fix, and we will need financial assistance to further our efforts in a sustainable fashion.

Maintaining artistic authenticity of GMFs wayfinding signage will be a key focus of the project. Our current signage has an authentic feel and met the needs of residents when it was installed; however, it did not grow and evolve as the Town did, and is no longer serving the town and its visitors to meet basic level needs. As a result, residents have resorted to putting up lots of their own homemade signs, there is sign "pollution", and the Town needs to work on formalizing Wayfinding and other signage.

Land surveys can quickly provide the Town with the information to resolve land use conflicts by establishing appropriate easements.

This past summer was riddled with conflicts between drivers and hikers trying to access the trailheads, some resulting in legal action. A comprehensive evaluation of trailheads and roads leading to them by a traffic engineer will provide solutions for pedestrian safety concerns.

Now that we are aware of these opportunities for improvement, we've been actively seeking funding sources to resolve these matters as soon as possible so that we do not face similar and perpetual challenges next year and in the coming years ahead.

We respectfully request GoCO funding to support our efforts in good stewardship for this much needed project. Our trails challenges were even further amplified by the summer long closure of the Manitou Springs Incline, which sees approximately 70,000 visitors per year. The Incline has since re-opened and is only allowing a limited number of visitors per year due to social distancing recommendations; as a result, GMF anticipates perpetual issues if we are unable to address the items outlined in this project proposal.

This project will provide the framework for achieving a sustainable future as good stewards of our natural resources at a local level. Achieving a sustainable future requires a continuous effort to align community, environment, and economy. When these three components are aligned, GMF can prosper without compromising its core values or degrading its assets. The Town Manager and Board of Trustees are working diligently to align the preservation of our resources and way of life in GMF, while managing the changes that the unexpected and unprecedented consequences of the Coronavirus global pandemic have brought to our Town due to the overuse of its natural resources.

The ball is already rolling on parts of this project. On Saturday, September 25th, 2020 the Town held a stakeholders meeting to gain a better understanding of the challenges and explore opportunities for improvement, but if we are to be successful we will need funding support. Efforts already underway for this multi-faceted project are as follows (more in-depth information can be provided if you have any questions about any of these efforts):

1. Managed Parking Plan & Wayfinding Signage Plan Project – Final Report completion date no later than January 1, 2020 & Program Roll Out anticipated March to May 2021 - project being done pro bono by Jonathan Cain, Assistant City Administrator for the City of Idaho Springs, Colorado. The project process includes:
 - a. Initial Stakeholder Interviews – Complete
 - b. Initial Stakeholder Workshop – Completed Saturday, September 25th, 2020
 - c. Community Forum Public Meeting
 - d. Community Letter & Community Survey (\$400 mailer, \$1k survey hosting)
 - e. Data Analysis
 - f. Develop Plan and Plan Alternatives for Program
 - g. Draft Final Parking and Signage Report

- h. Stakeholders Workshop #2 & Community Forum #2
- i. BOT Process - Final Plan Draft and Report will be presented to the BOT for consideration. Ordinance will need to be approved for First Reading. Incorporate any further changes into Final Report and Plan.
- 2. Volunteers and Staff have Mapped and Catalogued ALL of the Town's Current Signage – this will facilitate replacement and improvement of ALL of the signage around town
- 3. Trails Ambassadors Program – a volunteer managed boots on the ground public educational program
- 4. This summer the Town Purchased a Sign Making Machine (\$24k, plus the cost of supplies) – this will not create authentically designed GMF wayfinding signage which matches the historic small-town Colorado feel we have in GMF; however, it will create CDOT regulation grade signage
- 5. The Town of Green Mountain Falls Parks, Recreation, & Trails Advisory Committee is working on a plan to create a sustainable Trails Management Plan – survey data will help with this effort
- 6. **We are requesting financial support from the GoCO Resilient Communities Fund for this part of the project.** The GoCO Coronavirus Trails Opportunities Grant Request Submission October 15 request cycle – requesting a total of \$314k with a project completion date of no later than June 1, 2021 though we anticipate rolling out all project deliverables between March and May 2021 prior to our next anticipated high tourism season.
 - a. improved wayfinding signage (into, out of, and around town with resident and hiker/visitor safety in mind) & appropriate educational signage (requesting \$70k),
 - b. evaluation of trailhead locations for safety of everyone using our trails systems (requesting \$14k for survey of trails and trail heads),
 - c. evaluation of and installation of proper restroom facilities and trash receptacles at trail heads (requesting \$300k for one restroom engineering to installation costs @ \$60k per restroom for 5 restrooms),
 - d. a survey of our trails system and moving trails that encroach on private property or putting proper easements in place (requesting \$14k in surveys will support kicking off this effort, and the Town will work on easements after we have the data on our own, this will also support our Parks, Recreation, and Trails Advisory Committee and Town Staff in the creation of a Trails Management Plan)
 - e. and GIS Mapping of our trails system for conservation and disaster response (\$2,800).

In conclusion, these project goals and project deliverables align with GMFs 2019 Comprehensive Plan goals. The challenges the Town has already been facing have been dramatically and severely amplified by the influx of visitors we've seen utilizing our natural resources after the Coronavirus global pandemic hit. This was even further amplified by the summer long closure of the Manitou Springs Incline, which sees approximately 70,000 visitors per year. The Incline has since re-opened and is only allowing a limited number of visitors per year due to social distancing recommendations; as a result, GMF anticipates perpetual issues if our Community is unable to address the items outlined in this project proposal before summer 2021.

Our current situation due to the unprecedented disruption caused by the COVID-19 global pandemic threatens our natural resources, the health and safety of residents and visitors alike, and ultimately the preservation of our way of life in GMF. The bottom-line fact is that Town of Green Mountain Falls has an extremely modest municipal budget, and GMF will not be able to address these issues without grant funding support. As good stewards of our precious natural resources and in a effort to preserve our Community's way of life for generations to come, we respectfully request funding assistance in the amount of \$380k from the GoCO Resilient Communities Fund. Attached you will find letters of support.

PROJECT BUDGET

	Source of Funds	Date Secured		GOCO Funds	Applicant Funds	Partner Funds	Total Funding
CASH							
	GOCO Grant			\$380,000.00			\$380,000.00
	Town of Green Mountain Falls, ColoTrust	Oct-20			\$16,000.00		\$16,000.00
	Kirkpatrick Family Foundation	Jun-20				\$30,000.00	\$30,000.00
							\$0.00
IN-KIND							
	Town of Green Mountain Falls, Sign Machine & Supplies	Aug-20			\$33,000.00		\$33,000.00
							\$0.00
							\$0.00
TOTAL SOURCE OF FUNDS				\$380,000.00	\$49,000.00	\$30,000.00	\$459,000.00

CASH	Use of Cash Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Design & Installation							
Local Artists TBD	Authentic GMF Wooden Wayfinding Signage			\$70,000.00		\$30,000.00	\$100,000.00
Site Prep							
Erik Watts w/Watts Consulting & Engineering	Trails Surveys evaluation for safety & evaluation for encroachments	17.00	\$2,000.00	\$10,000.00	\$4,000.00		\$14,000.00
Site Prep, Design, & Construction							
TBD	Evaluation and Installation of Pit Toilets at Trailheads	5.00	\$60,000.00	\$300,000.00			\$300,000.00
GIS Mapping							
ArcGIS	esri GIS Mapping Software & Training	2.00	\$1,400.00				\$2,800.00
							\$0.00
USE OF FUNDS - CASH SUBTOTAL				\$380,000.00	\$4,000.00	\$30,000.00	\$416,800.00

IN-KIND	Use of In-Kind Funds	# of Units	Cost Per Unit	GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Sign Making Machine							
Town of Green Mountain Falls	Metal Signage Making Machine	1.00	\$24,000.00		\$24,000.00		\$24,000.00
Metal Sign Making Supplies							
Town of Green Mountain Falls	Replacement of Metal Signage		\$9,000.00		\$9,000.00		\$9,000.00
							\$0.00
							\$0.00
USE OF FUNDS - IN-KIND SUBTOTAL					\$33,000.00	\$0.00	\$33,000.00

Contingency - up to 10% (not required, cannot be GOCO funds)				GOCO Funds	Applicant Funds	Cumulative Partner Funds	Total Funding
Contingency					\$12,000.00		\$12,000.00
USE OF FUNDS - CONTINGENCY SUBTOTAL					\$12,000.00	\$0.00	\$12,000.00

TOTAL PROJECT COST				\$380,000.00	\$49,000.00	\$30,000.00	\$459,000.00
Remember: the Total Project Cost row must equal the Total Source of Funds row							

State of Colorado Small Dollar Grant Award Terms and Conditions

- 1. Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
- 2. Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.
- 3. Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
- 4. Definitions.** The following terms shall be construed and interpreted as follows: **(a) "Award"** means an award by a Recipient to a Subrecipient; **(b) "Budget"** means the budget for the Work described in this Agreement; **(c) "Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d) "UCC"** means the Uniform Commercial Code in CRS Title 4; **(e) "Effective Date"** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) "Federal Award"** means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g) "Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient; **(h) "Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) "Matching Funds"** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) "Recipient"** means the State agency identified on the face of the Small Dollar Grant Award; **(k) "Subcontractor"** means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l) "Subrecipient"** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m) "Uniform Guidance"** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n) "Work"** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.
- 5. Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
- 6. Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
- 7. Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.
- 8. Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee

shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Agreement.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: **(a)** workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, **(b)** Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and **(c)** Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. *[Not Applicable to Inter-governmental agreements]* Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. *[Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

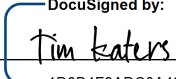
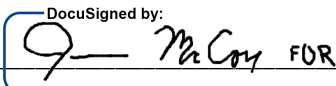
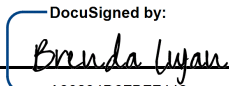
37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

EIAF
POGG1 NLAA 2021*2303

SUMMARY OF SMALL DOLLAR GRANT AWARD TERMS & CONDITIONS

State Agency Department of Local Affairs	DLG Number F21SA0124	CMS Number 164117
Grantee Town of Green Mountain Falls	Grant Award Amount \$25,000.00	
Project Number and Name EIAF A-0124 – Green Mountain Falls Land Use Code	Performance Start Date The later of the Effective Date or September 17, 2020	Grant Expiration Date December 31, 2021
Project Description The Project consists of the Town of Green Mountain Falls updating their Land Use Code.	Program Name Energy & Mineral Impact Assistance Program (EIAF)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager Clay Brown, (303) 273-1787, (clay.brown@state.co.us)	Funding Account Codes	
DOLA Regional Assistant Denise Lindom, (303) 273-1712, (denise.lindom@state.co.us)	VCUST# 14155	Address Code CN001 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  1D0B4F9ADC0A49C...</p> <p>By: Tim Katers, EIAF Program Manager</p> <p>Date: 9/17/2020 10:59 AM MDT</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  F4C4CFA6FDAD405...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: 9/17/2020 11:53 AM MDT</p>
<p>In accordance with Colorado Revised Statutes, this Grant Agreement is not valid until signed and dated below by the State Chief Procurement Officer or an authorized delegate (the “Effective Date”).</p>	
<p><u>STATE CHIEF PROCUREMENT OFFICER</u> <u>Sherri Maxwell</u></p> <p>DocuSigned by:  A30294D6FBFF442...</p> <p>By: Brenda Lujan, Contracts and Procurement Manager Department of Local Affairs</p> <p>Effective Date: 9/17/2020 4:00 PM MDT</p>	

SCOPE OF SERVICES

1. PROJECT DESCRIPTION, OBJECTIVES AND REQUIREMENTS

The Project consists of the Town of Green Mountain Falls (Grantee) updating their Land Use Code. The update will consider goals outlined in the Town's 2019 Comprehensive Plan and include community outreach.

Eligible expenses include consultant fees, RFP/bid advertisements, and attorney's fees.

Grantee shall provide **\$25,000 in matching funds** to the Project. State shall reimburse its pro-rata share upon review and approval of the submitted costs and associated supporting documentation, and commensurate progress of the Project.

☐ Construction plans and specifications have been drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

☒ A contract shall be awarded to a qualified firm through a formal RFP or competitive selection process.

Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to the Department of Local Affairs upon execution, and any and all contracts entered into by the Grantee or any of its subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

2. RESPONSIBLE ADMINISTRATOR

Contractor's performance hereunder shall be under the direct supervision of **Angie Sprang, Town Manager (manager@gmfco.us)**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project.

3. TIME OF PERFORMANCE

The Project shall commence upon the issuance of this Small Dollar Grant Award and shall be completed on or before **December 31, 2021**.

4. BUDGET

Line #	Budget Line Type/Project Activities	Total Cost	State Funds	Other Funds	Other Fund Source
1	Consultant Services	\$50,000	\$25,000	\$25,000	Grantee Cash
	Total	\$50,000	\$25,000	\$25,000	

5. W-9 and PAYMENT METHOD

W-9.	<input type="checkbox"/> 1. Grantee has submitted their W-9 form to Denver directly (email to Beth) <input checked="" type="checkbox"/> 2. Grantee's W-9 form is being sent with this SCOPE form
Payment Method.	<input type="checkbox"/> A. Grantee wants to receive their payment by EFT <input type="checkbox"/> Grantee has submitted their completed EFT forms to Denver directly (email to Beth) <input type="checkbox"/> Grantee's completed EFT forms are being sent with this SOP form <input checked="" type="checkbox"/> Grantee is already set up for EFT in CORE: Provide name of Grantee's bank and last four# of account number where EFT payment should be sent: <u>Park State Bank & Trust #6072</u> <input type="checkbox"/> B. Grantee declines EFT/wants to receive their reimbursement in the form of a snail-mailed WARRANT (check)

VCUST#: 14155

Address code: CN001

Payment method: EFT

Notice to Proceed

**Project No.20-001
Maple Street and Midland Avenue Culvert Replacement**

**Contractor:
Water on Marrs, Inc.
PO Box 6776
Burbank, CA 91510**

August 17, 2020

Dear Mr. Hughes:

You are hereby given this notice to proceed to begin work on flood repairs for The Town of Green Mountain Falls, reference Contract Number 20-001, with appendices A, B, C, and D, of which was executed by all parties on July 5th, 2020.

**BOARD OF TRUSTEES, TOWN OF GREEN MOUNTAIN FALLS
EL PASO COUNTY, COLORADO**

**BY: _____
Mayor, Green Mountain Falls**

ATTEST:

**BY: _____
Town Manager, Green Mountain Falls**