



Town of Green Mountain Falls

Board of Trustees Meeting Agenda

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

Green Mountain Falls, CO 80819

Tuesday, November 2, 2021, at 7:00 p.m.

Zoom Meeting Link and Login Info

<https://us02web.zoom.us/j/87805834584?pwd=WnBqbVBSZFBreGhIb2ZXQ1lWWmY5Zz09&from=addon>

Zoom meeting ID= 878 0583 4584 Meeting password= 488382 For Dial-in only: 1-346-248-7799

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

REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
7:00	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:00	3.	CONSENT AGENDA <ul style="list-style-type: none">a. Accounts Payable from September 18, 2021 to November 1, 2021b. Minutes from BOT Meeting September 21 & 30, 2021c. Appointment of Ann Esch on PPRTA CACd. El Paso County Economic Development, Subrecipient Agreement for 2021 Community Development Block Grant (CDBG), Access for All Project	BOT Action Desired
7:10	4.	Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters, specifically for the position(s) of – Town Manager and Town Clerk & Treasurer	Discussion
7:10	5.	Pursuant to C.R.S § 24-6-402(e) for The Purpose of Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators, specifically for the negotiations of a contract	Discussion
7:30	6.	Stilling Basins Project Utility Locates Update Presented by Andre Bracken, Project Engineer & Project Manager	BOT Action Desired
7:50	7.	Proposed Sale of Town Owned Parcel Number 8308105005	BOT Action Desired
8:00	8.	Public Hearing: 2022 Budget Draft, Community Budget Meeting	Discussion
8:30	9.	Parks, Recreation, & Trails Advisory Board Collaborative Work Session <ul style="list-style-type: none">a. 2021 Progress Reportb. 2022 Work Plan & Budgetary Considerations	Discussion
9:00	10.	Fire Mitigation Advisory Board Collaborative Work Session <ul style="list-style-type: none">a. 2021 Progress Reportb. 2022 Work Plan & Budgetary Considerations	Discussion
9:30	11.	Planning Commission Quasi-Judicial Board Collaborative Work Session <ul style="list-style-type: none">a. 2021 Progress Reportb. 2022 Work Plan & Budgetary Considerations	Discussion
10:00	12.	Consideration of Resolution 2021 – 05, A Resolution of the Town of Green Mountain Falls Colorado, Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of The Town	BOT Action Desired
10:05	13.	Discuss use of Zoom for Board of Trustee & Advisory Board Meetings	Discussion & BOT Action Desired

*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.

10:15	14.	REPORTS a. Trustee Reports b. Committee Reports c. Staff Reports	Information Only
10:20	15.	CORRESPONDENCE a. Kirkpatrick Family Fund, Fitness Court Grant Award Letter b. Email to Advisory Boards Re: Collaboration c. Parks, Recreation, & Trails Minutes September 8, 2021 d. Parks, Recreation, & Trails Minutes August 11, 2021 e. Town Manager Position Description f. Town Clerk & Treasurer Position Description	Information Only
10:25	16.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
10:30	17.	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 17, 2021 to November 01, 2021

<u>Date</u>	<u>Reference</u>	<u>Entity Number</u>	<u>Name</u>	<u>Acct Number</u>	<u>Acct Name</u>	<u>Amount</u>
1-00-00-2000 General-Accounts Payable						
09/22/2021	INV-0477	nationalfit0000	National Fitness Campaign	2-10-00-4080	Capital Improvement-Administration-Capital - Kirkpatrick Planning Foundation	186,875.00
09/17/2021	5200166935	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	180.77
09/17/2021	5872676037	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	15.87
09/17/2021	7990482304	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	49.51
09/17/2021	84498	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	223.80
09/17/2021	9827690757	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	25.72
09/17/2021	9995234678	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	18.10
09/20/2021	0044498	CEBT	CEBT	1-10-01-5020	General-Administration-Labor-Labor - Health Insurance	1,691.60
09/20/2021	0044498	CEBT	CEBT	1-40-01-5020	General-Public Safety-Labor-Labor - Health Insurance	1,775.80
09/20/2021	0044498	CEBT	CEBT	1-70-01-5020	General-Public Works-Labor-Labor - Health Insurance	1,772.60
09/20/2021	84514	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	80.00
09/20/2021	9364097282	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	411.04
09/20/2021	CU21-023	cusps0000	CUSP	2-10-00-5702	Capital Improvement-Administration-Capital - Fire Mitigation	4,800.00
09/24/2021	09242021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	800.00
09/29/2021	0703853-2517-3	WasteM	Waste Management	1-70-03-5205	General-Public Works-Utilities-Utilities - Trash	0.60
09/30/2021	038	wilsonwilli0000	Wilson Williams LLP	2-10-00-4040	Capital Improvement-Administration-Grants - State - DOLA 3 (Planning Code Rewrite	1,072.50
09/30/2021	12057	COSpringGaz	Colorado Springs Gazette, LLC	1-10-02-5118	General-Administration-Operations-Publications - Legal Notices	16.79
09/30/2021	1250	houchininc0000	Houchin Inc.	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	600.00
09/30/2021	57	Hoffman	Hoffman, Parker, Wilson & Carberry	1-20-02-5114	General-Interdepartmental-Operations-Services - Town Attorney	1,059.36
09/30/2021	8	Hoffman	Hoffman, Parker, Wilson & Carberry	1-20-02-5114	General-Interdepartmental-Operations-Services - Town Attorney	897.00
10/01/2021	18177	springsit	Springs IT	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	136.00
10/01/2021	949	loganandass0000	Logan and Associates, LLC	1-20-02-5109	General-Interdepartmental-Operations-Services - Audit	5,500.00
10/04/2021	84642	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	80.00
10/05/2021	10082021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	1,000.00
10/06/2021	1261579	chiefpetroleum	Chief Petroleum	1-70-02-5128	General-Public Works-Operations-Supplies - Fuel	336.02
10/06/2021	20511	mulecreekgr0000	Mule Creek Gravel, LLC	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	12,609.28
10/11/2021	20535	mulecreekgr0000	Mule Creek Gravel, LLC	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	3,457.82
10/14/2021	91641	chiefpetroleum	Chief Petroleum	1-70-02-5128	General-Public Works-Operations-Supplies - Fuel	1,527.55
10/15/2021	84762	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	223.80
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-40-03-5202	General-Public Safety-Utilities-Utilities - Telephone/Internet	490.91
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-40-02-5125	General-Public Safety-Operations-Maintenance - Vehicle	76.95
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	10.78
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	157.35
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-50-02-5112	General-Parks and Recreation-Operations-Services - Non-Professional (Labor)	341.25
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	2,199.97
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	91.43
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	2,000.00
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	35.98
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	29.90
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	1.69
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	92.23
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	302.35
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-70-03-5205	General-Public Works-Utilities-Utilities - Trash	111.59
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	44.97
10/15/2021	September Char	UMBcardsvcs	UMB Card Services	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	125.00
10/18/2021	5200166935	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	156.18
10/18/2021	5872676037	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	16.38
10/18/2021	7990482304	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	56.56
10/18/2021	9827690757	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	26.82
10/18/2021	9995234678	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	18.94
10/19/2021	0044992	CEBT	CEBT	1-10-01-5020	General-Administration-Labor-Labor - Health Insurance	845.80
10/19/2021	0044992	CEBT	CEBT	1-40-01-5020	General-Public Safety-Labor-Labor - Health Insurance	2,618.40
10/19/2021	0044992	CEBT	CEBT	1-70-01-5020	General-Public Works-Labor-Labor - Health Insurance	1,775.80
10/19/2021	9364097282	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	425.43
10/22/2021	10222021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	400.00

Total For 1-00-00-2000 General-Accounts

239,689.19

Jane Newberry, Mayor

Angie Sprang, Town Manager

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
September 21, 2021 – 7:00 P.M.
MEETING MINUTES

Board Members Present

Trustee Margaret Peterson
Trustee Katharine Guthrie
Trustee Sunde King
Trustee Chris Quinn

Board Members Absent

Mayor Jane Newberry

Town Attorney

Not present

Town Manager

Angie Sprang

Public Works

Not present

Town Clerk

Vacant Position

Marshal's Dept.

Virgil Hodges

Administrative Assistant

Vacant Position

Planning Director

Not present

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Pro Tem Peterson called the meeting to order at 7:06 pm. Pledge recited.

2. Additions, Deletions, or Correction to the Agenda

Trustee Guthrie moved to approve the agenda as presented. Seconded by Trustee Quinn. Motion passed unanimously.

3. Consent Agenda

Trustee Guthrie moved to approve the agenda as presented. Seconded by Trustee Quinn. Motion passed unanimously.

4. USA Pools Presentation, Presented by Allison Abbot

Allison Abbot presented the proposal to operate the municipal pool 2022-2025. No decision was made. The proposal is under consideration pending our priority-based budgeting process.

5. Comprehensive Plan Progress Overview

The comprehensive plan progress document is available on the comprehensive plan webpage on the Town website, and that the document will be updated annually prior to our priority-based budgeting process.

6. Stimulus Funding Update

Trustee Guthrie moved to approve earmarking stimulus funding for the installation of a new outdoor toilet in Tennis Court Park and the upgrade of the outdoor toilets in Lake Park. Staff will prepare an RFP draft for Board review at the next regular Board meeting on 10/19.

7. 2022 Budget Considerations & First Draft 2022 Budget

Trustee Guthrie moved to approve the 2021 supplemental budget as presented. Trustee Quinn seconded the motion. Yay Mayor Pro Tem Peterson, Trustee Quinn, and Trustee Guthrie. Nay Trustee Smith. Motion passes three to one.

8. Municipal Code Rewrite/Revisions, Remaining Chapters 5, 7, 8, & 10

Town Attorney Vera presented the final chapters of the municipal code to the Board, discussion ensued.

The timeline going forward will be as follows:

- Attorney will submit all revisions so far by October 1, 2021
- Revised Draft will go to BOT, Marshal, and Town Manager on October 1, 2021
- BOT will provide individual comments to Manager on October 22, 2021 end of business
- BOT comments will go to Attorney October 22, 2021
- Next Draft, which may be the Final Draft, will likely go before the BOT on November 2, 2021

9. Reports

10. Correspondence

11. Persons Present Not on the Agenda: 3 Minutes per Speaker

12. Adjournment

The meeting adjourned at 10:33 pm.

Angie Sprang, Town Manager

Margaret Peterson, Mayor Pro Tem

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
September 30, 2021 – 7:00 P.M.
MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Katharine Guthrie
Trustee Sunde King

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Angie Sprang

Public Works

Not present

Town Clerk

Vacant Position

Marshal's Dept.

Virgil Hodges

Administrative Assistant

Vacant Position

Planning Director

Not present

1. Call to Order/Roll Call/Pledge of Allegiance

Mayor Pro Tem Peterson called the meeting to order at 7:06 pm. Pledge recited.

2. Additions, Deletions, or Correction to the Agenda

None.

3. 2022 Audit Report

Trustee Guthrie moved to approve the 2022 Audit Report. Seconded by Trustee King. Motion passed unanimously.

4. Persons Present Not on the Agenda: 3 Minutes per Speaker

None.

5. Adjournment

The meeting adjourned at 10:33 pm.

Angie Sprang, Town Manager

Jane Newberry, Mayor

Angie Sprang

From: ANN ESCH <aesch1234@aol.com>
Sent: Thursday, October 28, 2021 10:54 AM
To: Rick Sonnenburg; Andrew Gunning; Jessica Bechtel; Jessica McMullen
Cc: Angie Sprang; gmfnewberry@gmail.com; Town Clerk
Subject: From Ann Esch, Green Mountain Falls

Hello everyone,

I am now officially a resident of Green Mt. Falls, I vote here, have a post office box and own a house.

Although I still am renting an apartment in Woodland Park I am in the process of winterizing the cabin and living at the cabin most of my time.

Because I now officially reside in El Paso County I wonder if I could apply to be an "at large" member of the PPRTA CAC? As you may recall, I am very interested.

Thank you for your consideration, Sincerely yours, Mrs. Ann Esch,
6830 Colorado Street, P.O. Box 303, Green Mt. Falls, Colorado 80819
Tel: 336-624-2958

Sent from my iPad

Economic Development Department

Crystal LaTier, Executive Director

719-520-6484
Economic Development Department
Nine East Vermijo Avenue
Colorado Springs, CO 80903
www.elpasoco.com

Board of County Commissioners

Holly Williams, District 1
Carrie Geitner, District 2
Stan VanderWerf, District 3
Longinos Gonzalez, Jr., District 4
Cami Bremer, District 5

Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 80819

October 28, 2021

RE: CDBG Subrecipient Agreement

Enclosed you will find the 2021 Community Development Block Grant Program Subrecipient Agreement for the Access for All Phase 1 Project. Execution instructions are below:

- On page 1, please just leave the date in the first paragraph blank as this will be completed by the President of the Board of County Commissioners when he executes the document.
- Please return this packet with the three signature pages - **both the primary and secondary signature lines executed**, dated, and with your organization's federal ID number.

Please remember that even though we are executing this agreement, funds cannot be expended until the County issues a 'Notice to Proceed', which should be released quickly after you return the executed agreement.

These funds are federal in nature, so they are subject to many regulations and reporting requirements. Our staff takes a very proactive approach to help projects succeed. Please note that training is recommended for all participants but only first-time participant. Please contact 520-6249 or email chloelomprey@elpasoco.com to set up the meeting.

We truly look forward to working with you on this project.

Thank you,



Crystal LaTier
Economic Development Executive Director
El Paso County, Colorado
crystallatier@elpasoco.com
719-520-6484



Chloe Lomprey
Community Development Analyst
El Paso County, Colorado
chloelomprey@elpasoco.com
719-520-6249



El Paso County, Colorado Subrecipient Agreement

Program Year: 2021

Green Mountain Falls
Access for All Phase 1
2211504



SUBRECIPIENT AGREEMENT
AGREEMENT BETWEEN EL PASO COUNTY, COLORADO
AND
GREEN MOUNTAIN FALLS
FOR
THE EL PASO COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT # **2211504** entered this _____ DAY of the MONTH of _____, 2021, by and between El Paso County (herein called the "Grantee" and/or "County") and Green Mountain Falls (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICE

A. General Provisions

1. Statement of Services

The Subrecipient will remove accessibility barriers in Green Mountain Falls Lake Park by installing ADA accessible sidewalks, fishing pier, and recreation equipment. Subrecipient shall be responsible for administering the CDBG grant project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the CDBG program:

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2. Activities

- | | |
|-------------|---|
| Activity #1 | Purchase and installation of required construction materials |
| Activity #2 | Construction planning and project management to include: compliance with federal procurement procedures and the Davis Bacon Act |
| Activity #3 | Prep work of the site to include: proper permitting and use of licensed, insured contractors |
| Activity #4 | Provide community outreach and awareness of the project to be conducted |

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of **benefiting low- and moderate-income persons** on a limited clientele basis, **LMC**.

C. Income Benefit Goals

It is anticipated that approximately two hundred eighty-five (285) unduplicated low- to moderate-income clients will be served over the course of this twelve (12) month Agreement.

D. Monitoring

The County will monitor the performance of the Subrecipient against activities, goals and performance standards as stated above. In-house report monitoring and on-site monitoring will be conducted. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: CDBG PROJECT DESCRIPTION

Type of Project: Parks, Recreational Facilities

Matrix Code: 03F

Basic Eligibility Citation: 570.201(c)

Amount Funded: \$150,000

CFDA #: 14.218

SECTION 3: TERM OF AGREEMENT

The term of this Agreement will be for a twelve (12) month period from the date of execution and approval by the El Paso County Chairman of the Board of County Commissioners. The timely use of funds is critical. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Subrecipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

SECTION 4: PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the County to meet its local obligations and its obligations to HUD. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and a final financial report, upon termination or completion of the award.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Provisions

The County shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed one hundred fifty thousand (\$150,000) dollars upon presentation of proper expense documentation attached to properly executed reimbursement forms as provided by and approved by the County.

Such reimbursement shall constitute full and complete payment by the County under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's application and budget and approved by the County unless any or all such costs are disallowed by the State of Colorado or HUD.

Any reimbursement made under this Agreement must comply with the applicable requirements of 24 CFR Part 85. The Subrecipient may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to: Town of Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 80819

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph C and in accordance with performance.

C. Budget

<u>Line Item</u>	<u>Amount:</u>
Materials and Construction Costs	\$150,000.00
<hr/>	
TOTAL	\$150,000.00

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or HUD at any time during normal business hours and as often as necessary.
- E. Inform the County concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the County to other Subrecipients.
- F. Repay the County any funds in its possession at the time of the termination of this Agreement that may be due to the County or HUD.
- G. Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis, or otherwise prescribed by the County, on forms provided by the County.

SECTION 3: REIMBURSEMENT

The County shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the County. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the County or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the County within thirty (30) days of written notice of the disallowance.

- A. The Subrecipient agrees that funds determined by the County to be surplus upon completion of the Agreement will be subject to cancellation by the County.
- B. The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.
- C. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

SECTION 4: PROGRAM INCOME

The Subrecipient shall report monthly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the completion of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/County
 El Paso County
 Economic Development
 9 E. Vermijo Ave.
 Colorado Springs, CO 80903
 719-520-6249
 chloelomprey@elpasoco.com

Subrecipient
 Town of Green Mountain Falls

 PO Box 524
 Green Mountain Falls, CO 80819

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies,

administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- 2 CFR Part 200 (hereinafter "OMB Omni Circular")
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient agrees to hold harmless, defend and indemnify the County and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

To the extent permitted by law, The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the County by the Subrecipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of this Agreement. No other form of certificate shall be used.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the County may immediately terminate this contract.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the County's right to suspend or terminate this Agreement. The County may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the County.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement. Termination under this Section shall be effective upon receipt of written notice. In the case of a suspension or termination, monies already received under this Agreement may be owed back to the County and the County may also declare the Subrecipient ineligible for further participation in the CDBG program.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with Omni Circular. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records demonstrating the boundaries of the service area, if applicable;
- Records required to determine the eligibility of activities as well as the eligibility of beneficiaries;
- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided, as applicable. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Omni Circular.

C. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

E. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$20,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

SECTION 5: PERSONNEL AND BENEFICIARY CONDITIONS

A. Civil Rights

1. General Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
- Deny anyone an opportunity to participate in any program or activity as an employee who is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Architectural Barriers Act/Americans with Disabilities Act

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a “residential structure” as defined in 24 CFR Part 40.2 or the definition of a “building” as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act (“ADA”) (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program, in keeping with the principles as provided in President’s Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker’s representative of the Subrecipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Drug-Free Workplace

The Subrecipient will or will continue to provide a drug-free workplace by:

- Maintaining a Zero Tolerance Drug Policy;
- Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in

the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

- Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Subrecipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued there under prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income

persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with

applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Illegal Aliens

The Subrecipient shall comply with C.R.S. § 8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, applicable to this Agreement. By execution of this Agreement, the Subrecipient certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Subrecipient will participate in either the federal E-Verify Program (which is jointly administered by the U.S. Department of Homeland Security and the U.S. Social Security Administration) (the "E-Verify Program") or the Colorado Department of Labor and Employment, Employment Verification Program established pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program"), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

The Subrecipient shall not:

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- Enter into a contract with a contractor that fails to certify to the Subrecipient that the contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Subrecipient hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

In accordance with the 2008 amendments to C.R.S. § 8-17.5-102(5)(c)(II), within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Agreement, the Subrecipient shall affirm to the County that the Subrecipient has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees. The Subrecipient shall provide a written, notarized copy of the affirmation to the County. Such written, notarized affirmation shall identify each of the specific CDBG Subrecipient Agreement(s) on which such newly hired employee of the Subrecipient is performing, or will perform, work.

The Subrecipient shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

If the Subrecipient obtains actual knowledge that a contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Subrecipient shall:

- Notify the contractor and the County within three (3) days that the Subrecipient has actual knowledge that the contractor is employing or contracting with an illegal alien; and
- Terminate the contract with the contractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the contractor does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the contractor if during such three (3) days the contractor provides information to establish that the contractor has not knowingly employed or contracted with an illegal alien.

The Subrecipient shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If the Subrecipient violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the County as required by law. The County will notify the Office of the Secretary of State if the Subrecipient violates this provision of this Agreement and terminate the Agreement for such breach.

The Subrecipient must verify and document the lawful presence of its end user beneficiary clients in accordance with the provisions of C.R.S. § 24-76.5-103 whenever its end user beneficiary client:

- Is eighteen years of age or older; and
- Is receiving a direct monetary benefit from CDBG funds allocated; and
- Has submitted a written application to the Subrecipient to receive benefits that are funded in whole or in part by CDBG funds.

If the conditions above are met, and if none of the statutory exemptions apply, then in accordance with C.R.S. §§ 24-76.5-103(4)(a)(I) and 24-76.5(103)(4)(b), At the time of application the Subrecipient's end user beneficiary client receives benefits funded in whole or in part by CDBG Funds, the Subrecipient must require that the end user beneficiary both:

- Produce a valid Identification Document as listed in the statute; and
- Sign an Affidavit as required by the statute.

Each time the end user beneficiary produces the Identification Document and signs the Affidavit, the Subrecipient shall: (1) photocopy the Identification Document (2) retain the dated photocopy in its records; (3) retain the Affidavit in its records; and (4) make such records available for inspection by the County or HUD or any other governmental agency for a period of ten (10) years.

5. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

6. Lobbying

The Subrecipient hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

8. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

10. Other Program Requirements

The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- The Subrecipient does not assume the County's environmental responsibilities described in Section 570.604; and
- The Subrecipient does not assume the County's responsibility for initiating the review process under Executive Order 12372.

SECTION 6: ENVIRONMENTAL

A. General Provisions

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

County staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the County may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the County will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The County must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 7: HANDBOOK RECEIPT CERTIFICATION

The Subrecipient certifies that it has received the HUD published *“Playing by the Rules- A Handbook for CDBG Subrecipients on Administrative Systems”* in either print or electronic format from the County. The Subrecipient further certifies and agrees that it is the Subrecipient’s obligation as a part of this Agreement to read and understand the Handbook.

SECTION 8: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 10: WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 11: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 13: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 14: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the Agreement’s terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee:
El Paso County, Colorado

Date _____

By _____
Chair, Board of County Commissioners

Attest:

COUNTY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Federal I. D. # 84-6000764

[ASSISTANT] COUNTY ATTORNEY

Subrecipient:
Town of Green Mountain Falls

Date _____

By _____

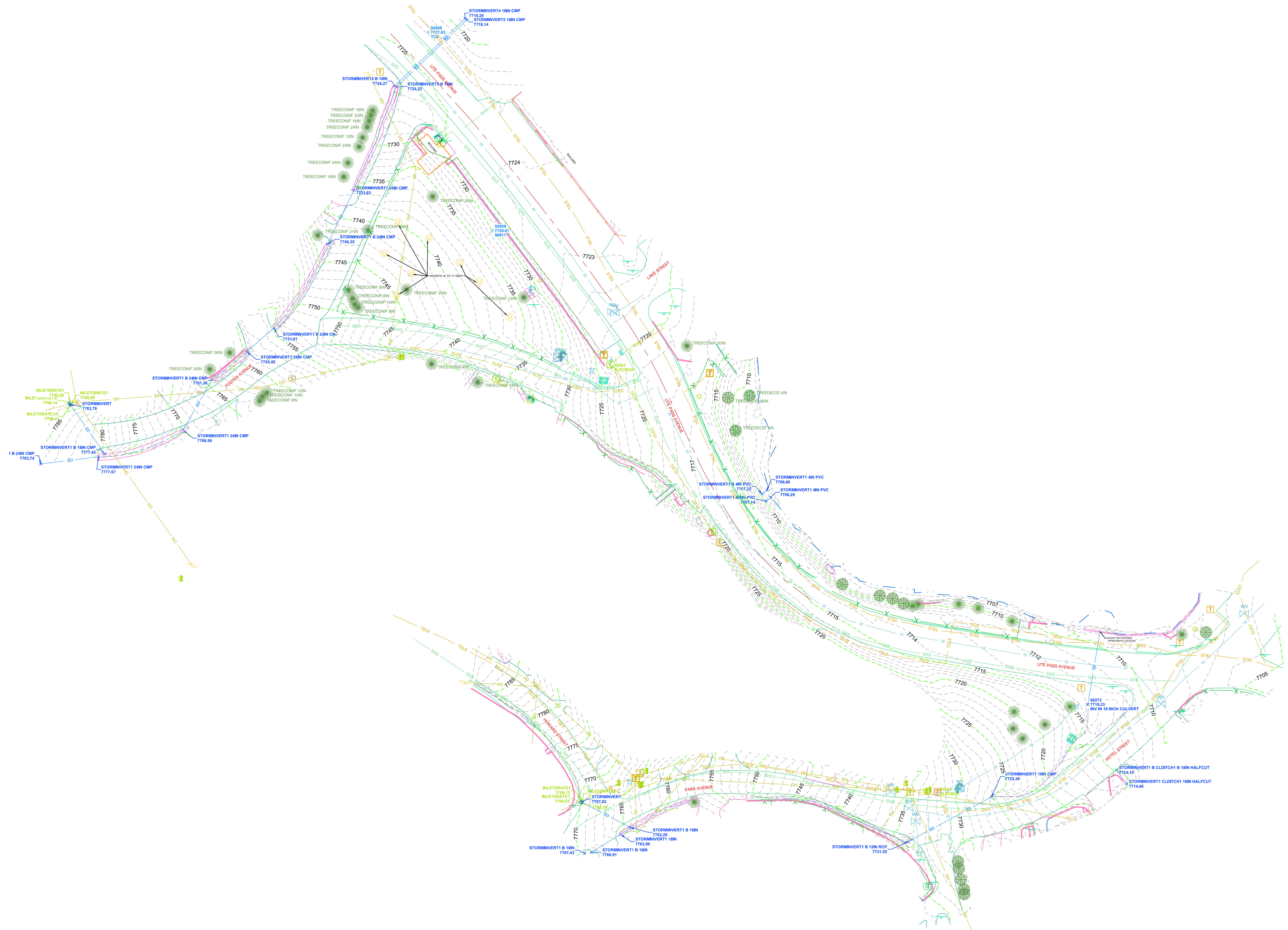
Federal I. D. # _____

Title: _____

Secondary signature:

By _____

Title: _____





To: Planning Commission

From: GMF Staff

Date: October 8, 2021

Re: Bair purchase of Town-owned parcel 8308105005

Background

The current owners of parcel 8308105009 in El Paso County, the Bair family, are trying to sell their property via Liz Snow-Wheeler of Cutting Edge Realtors. Liz reached out to the Town because the house is under contract, but the recent ILC for title work revealed a significant encroachment of the current Bair house onto parcel 8308105005, owned by the Town of Green Mountain Falls.

When the Bairs purchased the property in 1982 they also had a survey/ILC completed for title work. The 1981 ILC does not show the house encroaching on the property, only part of a south patio encroaching slightly into Lot 65, Block 19 of GMF Addition 3. They are asking the Town to help fix the problem because the 1982 ILC did not raise any red flags and the assumption has been that the much-delayed recording of deed 209410 in 2006, creating the Town parcel (north 15' of Lot 65), caused this problem. They would like to acquire the Town parcel to fix the matter and proceed with the sale.

Liz Snow-Wheeler will be attending the Planning Commission on behalf of the Bairs, who have limited funds but are willing to pay for a real estate attorney to draw up paperwork if the Planning Commission recommends this transaction. The El Paso County Assessor's site lists a market value of the property at \$4,100. The Bairs are offering \$2,000, payable after the sale of this property.

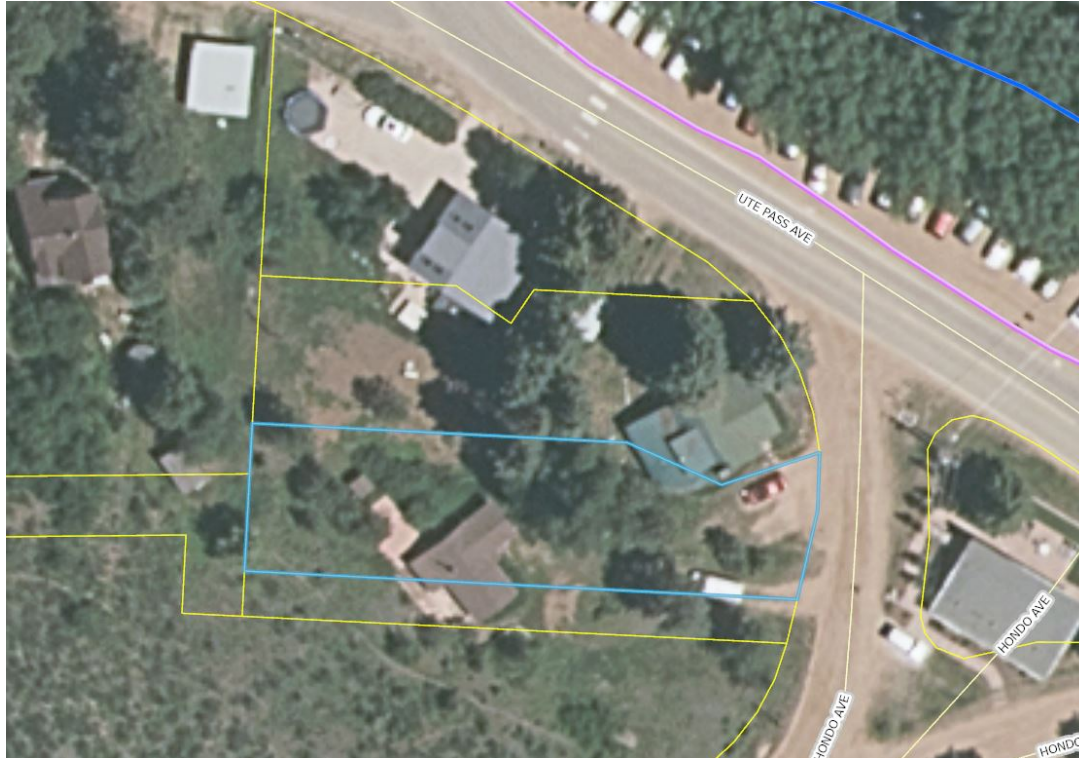
Staff recommendation

Staff conducted a basic market value calculation based on four recent comparable purchases of vacant and sloped land by the Historic Green Mountain Falls Foundation. Based on the average per-acre cost on these four comps, the value of parcel 8308105009 is \$2,166.23. Based on these comparable sales, the inclusion of a utility easement in the purchase offer, the limited benefit this parcel affords the Town, and the knowledge that the prospective buyers wish to resolve all title issues on this parcel for subsequent good sales, staff feels that a sale price of \$2,000 is fair.

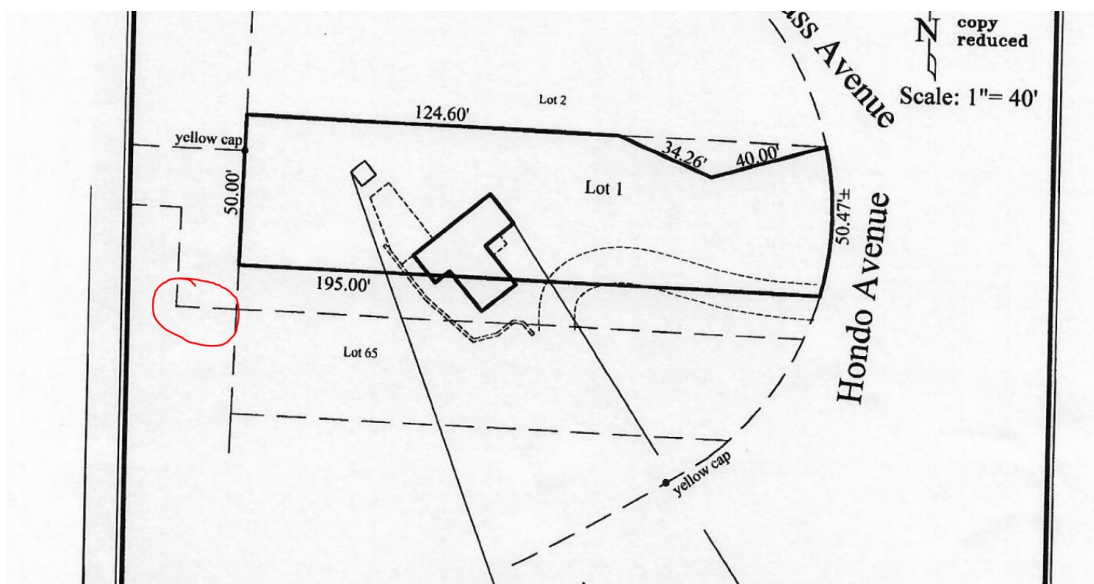
Action Requested: Approve this application and recommend the Board of Trustees sell the parcel, with perpetual easement to the Town, to the Bairs for the sum of \$2,000.

Site images

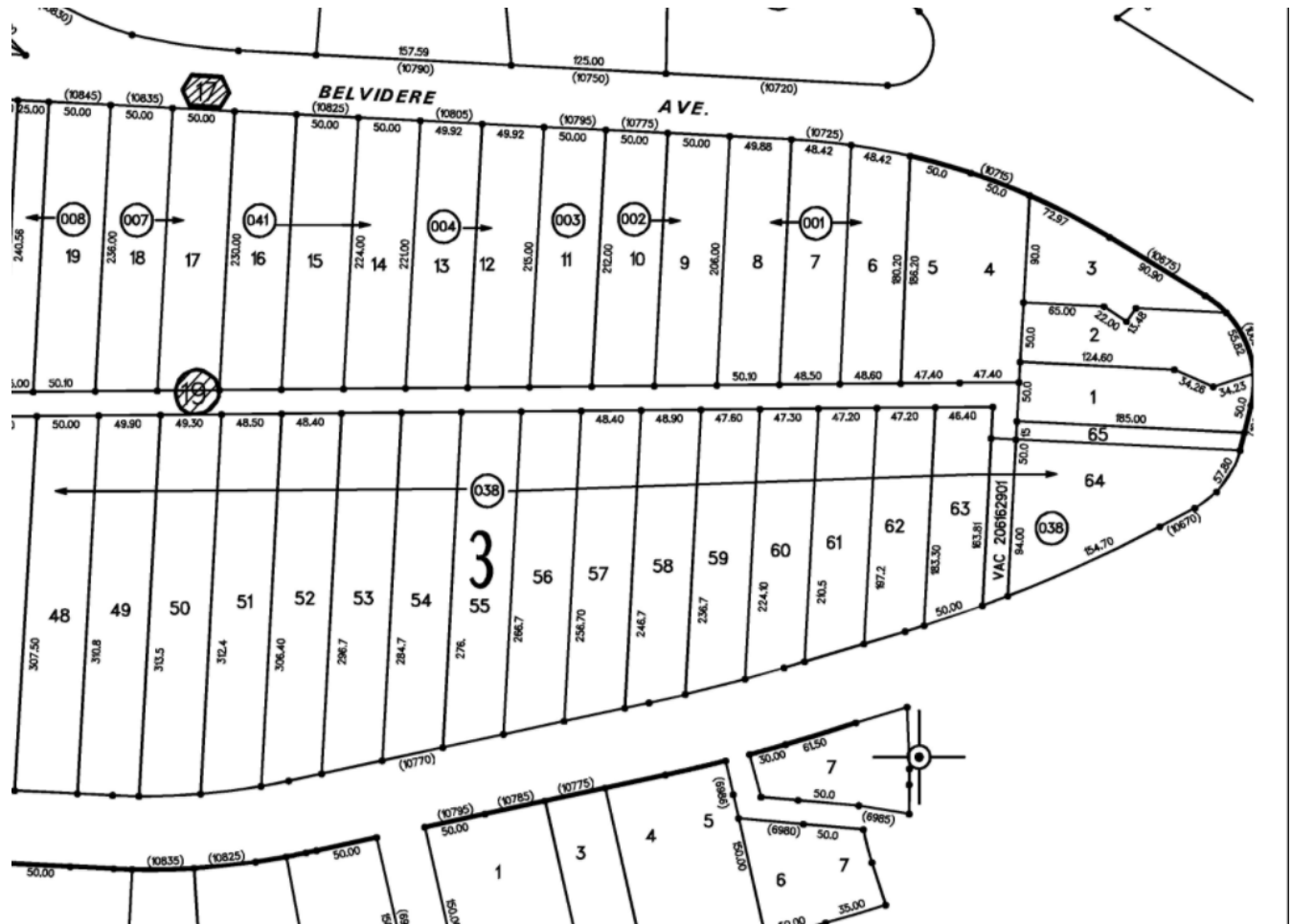
Bair parcel in blue, Town parcel to the south (N 15' of Lot 65):



Rear water valve location and image:



County Plat Map overview:





To: Planning Commission

From: GMF Staff

Date: September 8, 2021

Re: Encroachment of house at 10650 Hondo onto Town-owned parcel

Background

The current owners of parcel 8308105009 in El Paso County, the Bair family, are trying to sell their property via Liz Snow-Wheeler of Cutting Edge Realtors. Liz reached out to the Town because the house is under contract, but the recent ILC for title work revealed a significant encroachment of the current Bair house onto parcel 8308105005, owned by the Town of Green Mountain Falls.

When the Bairs purchased the property in 1982 they also had a survey/ILC completed for title work. The 1981 ILC does not show the house encroaching on the property, only part of a south patio encroaching slightly into Lot 65, Block 19 of GMF Addition 3. They are asking the Town to help fix the problem because the 1982 ILC did not raise any red flags and the assumption has been that the recording of deed 209410 in 2006 creating the Town parcel (north 15' of Lot 65) caused this problem. They would like to acquire the Town parcel to fix the matter.

Liz Snow-Wheeler will be attending the Planning Commission on behalf of the Bairs, who request a preliminary discussion from the Commission on whether the Town would consider selling parcel 8308105005 to the Bairs. The Bairs have limited funds but are willing to pay for a real estate attorney to draw up paperwork if the PC is willing to recommending this transaction. The El Paso County Assessor's site lists a market value of the property at \$4,100. The Bairs are willing to offer half that amount, \$2,050, payable after the sale of this property.

Deed 209410 history

The document that was recorded in 2006 (originally a Town of GMF ordinance from 1913) is an ordinance which vacated the alleyway between lots 63 and 64 in apparent exchange for what is now parcel 8308105005. The Scarritts deeded the north 15' of lot 65 to the Town of Green Mountain Falls (now parcel 8308105005) via deed no. 209410. NOTE: there is no language in the ordinance which specifies vacation FROM the Town TO the Scarritts, just generic vacation language. There is, however, reference to a deed number which transfers parcel 8308105005 FROM the Scarritts TO the Town.

My speculation is the Town wanted to maintain access to the ROW that runs east/west parallel to Hondo and Belvidere. This transaction would have taken place (1913) before a house was built (1925) on what is now the Bair parcel. My initial assumption with the encroachment issue is that the encroachment may have been created when this deed was belatedly recorded in 2006.

HOWEVER, after further review:

1. Based on the Bair ILCs, the house looks to have a different and larger footprint on the 2021 ILC compared to 1981, so it appears the house was added on to by the Bairs. PPRBD search does not show any addition permit history but does show permits for a roof in 2002 and significant electrical work in 2005.
2. The legal description of the Bair parcel on all the ILC documents has been only Lot 1, Block 19 – I have not seen mention of the Bair parcel containing any of Lot 65, so...
3. The Town acquiring parcel 8308105005 did not create the encroachment. It seems that the initial building of and subsequent changes to the Bair house is what caused encroachment from Lot 1 into Lot 65, regardless of who owned Lot 65 at the time.

Staff recommendation

- Advise Bairs to invest in a survey of the site in order to stake the property accurately and plot out the proposed solution (trading the north 15' of the existing Bair parcel for the Town's parcel, which is the north 15' of Lot 65, where the encroachment is taking place).
- This proposal, if access to the ROW is deemed necessary, would have to include a viable access point at the NW corner of the parcel.

OR

- If CSU and other utilities agree that access to the ROW where the water valve was found is not needed,
- Staff recommends selling this parcel to the Bairs at a fair market price to facilitate a good sale of real estate withing Town borders.
- Although the El Paso County Assessor's site lists market value at \$4,100, this valuation is likely low compared to actual sales of land in the area. My approximation of \$100,000/acre in the Ute Pass area based on active listings for land informs an estimated value of at least \$6,500.

Action Requested

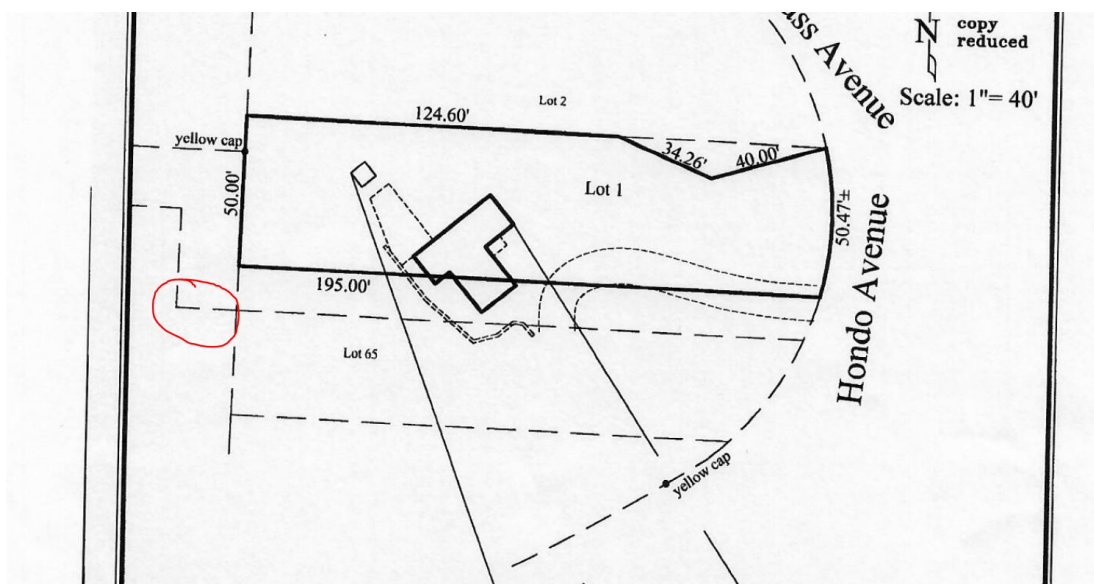
- The Bairs are requesting discussion of the issue and an informal, preliminary decision on whether or not the Planning Commission will recommend a course of action to rectify this matter.
- They have limited funds until the sale of the property, and want to make sure they use available funds most effectively.

Site images

Bair parcel in blue, Town parcel to the south (N 15' of Lot 65):

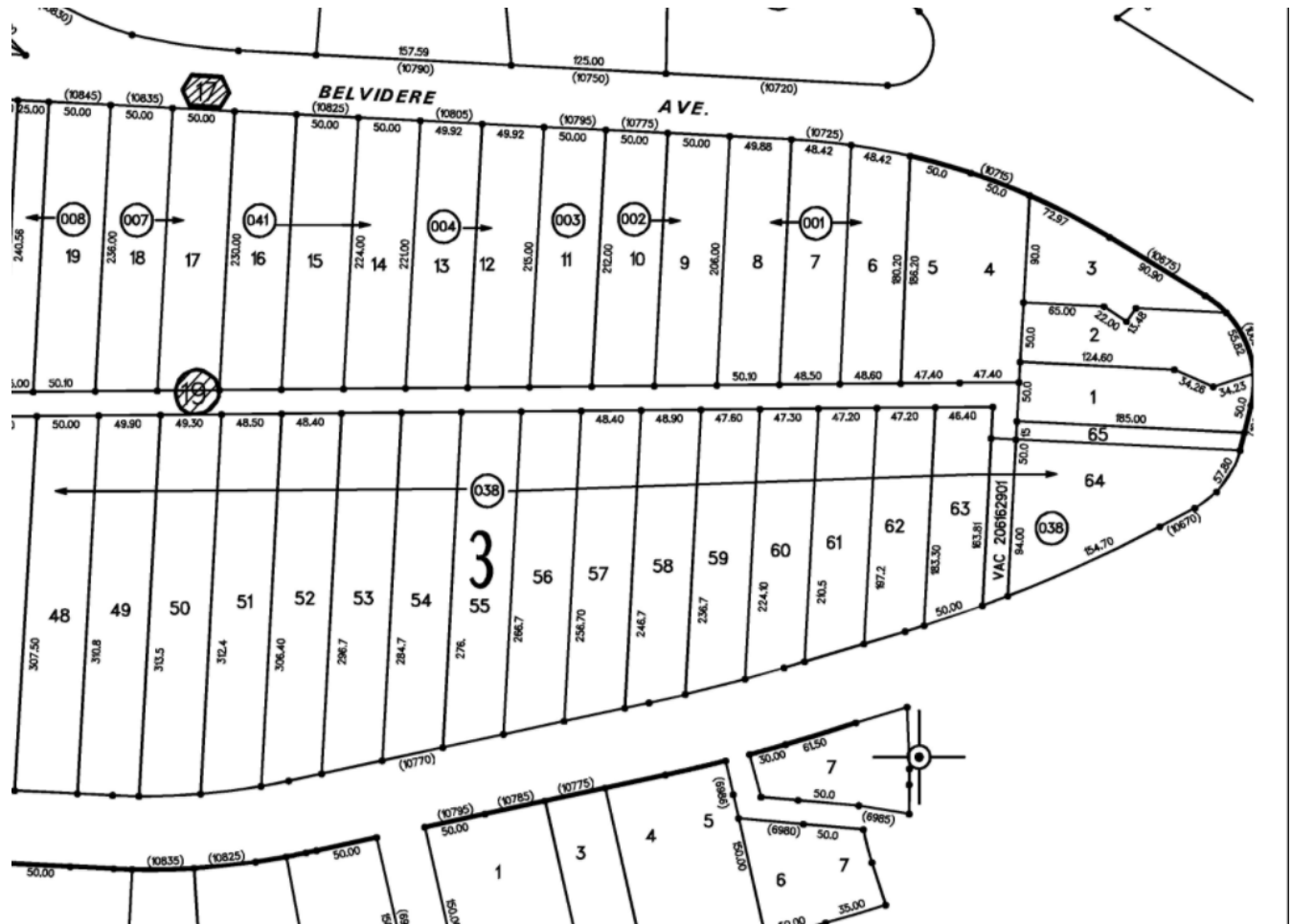


Rear water valve location and image:





County Plat Map overview:





Search mail

9,636

10650 Hondo Inbox x



Liz Snow-Wheeler

Thank you so much for looking at this. I just don't understand how this happened and my sellers have

Jim Brinkman

to me

Liz,

Here is a possible solution – if GREEN MOUNTAIN FALLS is willing to do a trade of the two 15' parcels

As a trade: It may require Board action on the Part of GMF and 15' might need to be updated to current

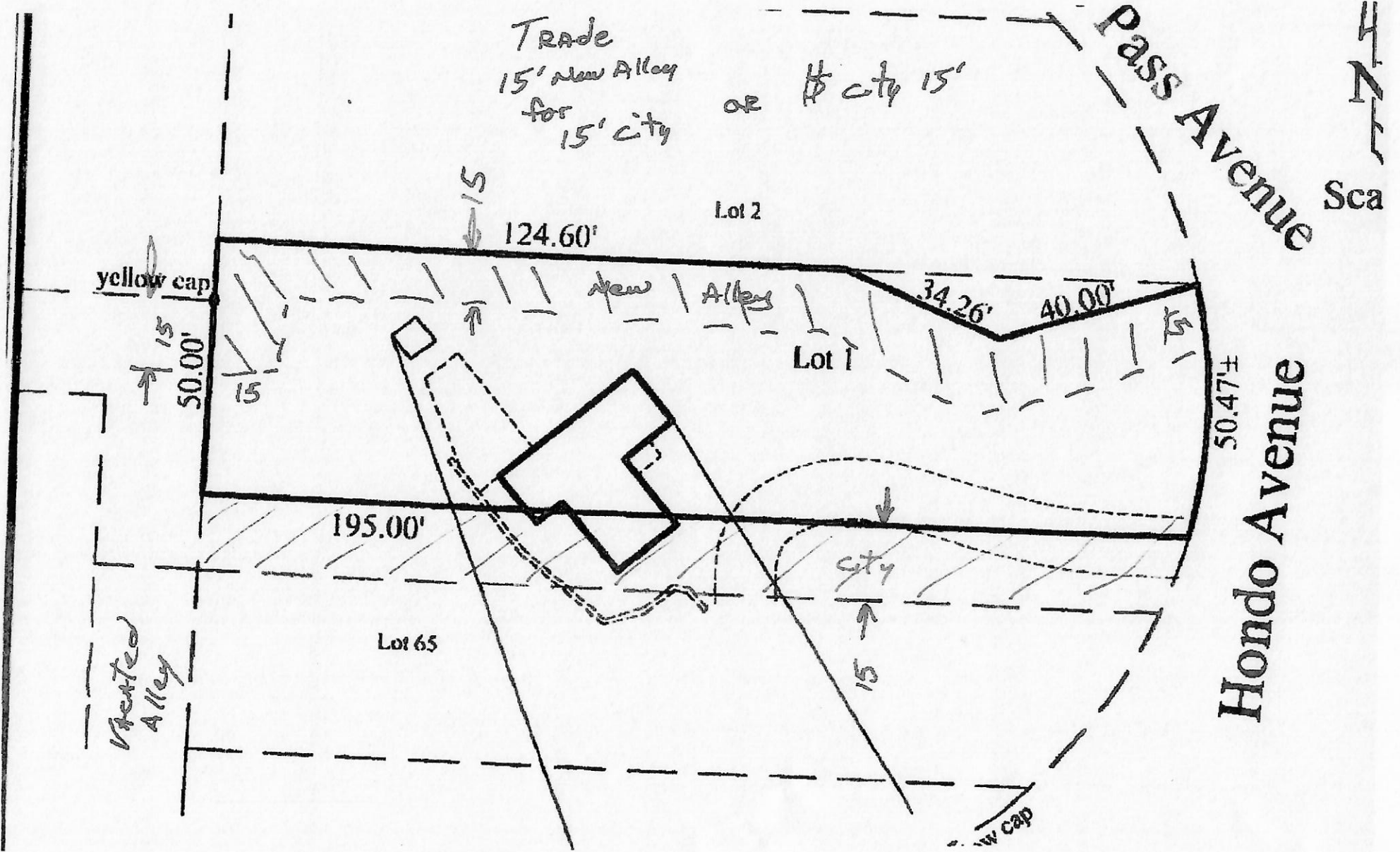
Let me know what you find out

Jim



JAMES P. BRINKMAN, PLS
CROSSED PATHS SURVEYING
PO BOX 49742

Message sent.



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made effective this 2nd day of November 2021, between the Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Jeffrey Bair and Karen Bair, whose legal address is 6624 Sundown Trail, Frisco, Texas ("Grantees") (collectively, the "Parties").

WHEREAS, the Town owns Parcel 8308105005 in El Paso County, Colorado with the following legal description:

N 15 FT OF LOT 65 BLK 19 GREEN MOUNTAIN FALLS ADD 3

(the "Property");

WHEREAS, Grantee's own Parcel 8308105009, with an address of 10650 Hondo Avenue, Green Mountain Falls, Colorado 80819, ("Grantee's Property"), which is the neighboring parcel and encroaches on the Property;

WHEREAS, the Grantee's cannot sell their parcel until the encroachment is resolved; and

WHEREAS, the Town desires to sell the Property and the Grantee's desire to purchase the Property, subject to the terms and conditions of this Agreement.

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

1. Quitclaim. For and in consideration of the sum of ____ dollars (\$____), the Town, subject to receipt of a complete application to re-plat Grantee's Property and to the closing of the sale of Grantee's Property, shall quitclaim the Property to Grantee's via a quitclaim deed in the form attached hereto as Exhibit A.

2. Utility Easement. Grantees shall grant the Town a permanent utility easement over the Property in a form acceptable to the Town in the Town's sole discretion upon closing on the purchase of the Property.

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

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

Jane Newberry, Mayor

ATTEST:

Matt Gordon, Town Clerk

GRANTEE’S

By: _____

By: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement for Services was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2021 by _____.

My commission expires:

(S E A L)

Notary Public

After Recording Return to:
Town of Green Mountain Falls, Colorado, a Colorado municipality
10615 Unit B
Green Mountain Falls,
CO 80819

EXHIBIT A
QUIT CLAIM DEED

THIS DEED is dated 2nd, November 2021, and is made between

The Town of Green Mountain Falls,
the "Grantor" of the County of El Paso, and State of Colorado,

and

Jeffrey and Karen Bair,
The "Grantees" whose legal address is 6624 Sundown Trail, Frisco, Texas of the County of Collin and State of Texas.

WITNESS, that the Grantor, for and in consideration of the sum of _____ Dollars (\$ _____ .00), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell, and QUIT CLAIM unto the Grantees and the Grantees' heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with any improvements thereon, located in the Town of Green Mountain Falls, County of El Paso, and State of Colorado, described as follows:

N 15 FT OF LOT 65 BLK 19 GREEN MOUNTAINS FALLS ADD 3

also known by assessor's schedule or parcel number: **8308105005**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees, and the Grantees' heirs, successors, and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

JANE NEWBERRY, MAYOR OF GREEN MOUNTAIN FALLS

STATE OF COLORADO } SS
COUNTY OF EL PASO }

The foregoing instrument was acknowledged to and signed before me before me this ____ day of _____, 2021 by _____.

Witness my hand and official seal.

Notary Public:
My commission expires:

BOARD OF TRUSTEES AGENDA MEMO

DATE: 11.02.2021	AGENDA NO 7	SUBJECT: Second Draft 2022 Budget
Prepared by: Angie Sprang, Town Manager		

Background:

Pursuant to Colorado Revised Statutes (C.R.S. 29-1-106(1)) Governing body must publish "Notice of Budget" upon receiving proposed budget. The notice of budget was published in the Pikes Peak Courier on September 29th, 2021.

Pursuant to Colorado Revised Statutes (C.R.S 29-1-05) the Budget officer submitted a proposed budget to the governing body on September 21, 2021, prior to the October 15 submittal requirement.

Attached you will find the second draft of our municipal budget for fiscal year 2022.

Discussion:

The attached budget provides a year-to-date overview through month end August 2021 and presents a supplemental budget which includes considerations for additional revenues to be realized and potential expenditures during the remainder of fiscal year 2021. Staff requests that the Board discuss stimulus funds considerations and approve a supplemental budget for 2021 this evening.

The attached budget provides **projections** for fiscal year 2022 and a proposed **second draft** budget. A draft budget is a working document that is subject to change before the final iteration is accepted. For example, property tax projections are **preliminary** numbers based on County assessed valuations received in September 2021, and the Town will receive final assessed valuations for property tax revenues later in the year prior to final budget adoption. There are many considerations such as this in municipal budgeting.

Additionally, the Parks, Recreation, & Trails Advisory Board and the Fire Mitigation Advisory Board have worked diligently on proposed annual work plans and are set on the Board of Trustees agenda for collaborative work sessions this evening. At that time, they will present a brief 2021 project progress report, and include goals/work plans for 2022, so that the Board can consider them during our priority-based budgeting process. These annual collaborative work sessions ensure we are all working to achieve our goals and drive our collective vision forward together, as a community.

This evening there will be a public hearing regarding the 2022 budget draft.

Considerations from the regular Board of Trustees meeting on September 21, 2021 meeting, this evening's discussion, and the collaborative sessions will be included in the final iteration of the 2022 draft budget, which will be presented to the Board of Trustees on December 7, 2021 at their regular 7:00 p.m. meeting.

Recommended Action:

Discuss workplans with Advisory Boards.

Provide input about 2022 priorities for consideration in the 2022 final draft budget.

Recommended Motion:

None.

Respectfully Submitted,
Angie Sprang

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2022 Budget

Unaudited

	August 2021 YTD Unaudited	2021 Estimated	2021 Supplemental Budget	Proposed 2022 Budget
REVENUE				
<u>Intergovernmental Revenue</u>				
Grants- State	\$ 26,970	\$ 25,000	\$ 26,970	\$ 25,000
HUTF	\$ 20,441	\$ 30,000	\$ 30,000	\$ 31,110
Motor Vehicle Fees- El Paso County	\$ 551	\$ 2,500	\$ 2,500	\$ 2,600
Motor Vehicle Fees- Teller County	\$ -	\$ 200	\$ 200	\$ 210
CDOT Transportation Stimulus - Public Works Operations	\$ -	\$ -	\$ 92,419	\$ -
Managed Parking	\$ 6,377	\$ -	\$ 6,377	\$ 19,000
Reimbursements- PPRTA	\$ 23,903	\$ 40,689	\$ 78,682	\$ 45,027
Road and Bridge- El Paso County	\$ 40	\$ 1,300	\$ 1,300	\$ 1,350
Road and Bridge- Teller County	\$ 139	\$ 150	\$ 150	\$ 155
Severance/Mineral Lease	\$ -	\$ 1,400	\$ 1,820	\$ 1,820
Planning Code Rewrite	\$ -	\$ 45,000	\$ 45,000	\$ -
Parking and Signage Plan	\$ -	\$ 30,000	\$ 30,000	\$ -
Total Intergovernmental Revenue	\$ 78,421	\$ 176,239	\$ 315,418	\$ 126,272

Taxes

Auto Use Tax- El Paso County	\$ 89,595	\$ 32,000	\$ 32,000	\$ 33,185
Auto Use Tax- Teller County	\$ -	\$ 2,500	\$ 2,500	\$ 2,600
Franchise- Cable	\$ 2,466	\$ 10,900	\$ 10,900	\$ 11,303
Franchise- Electric	\$ 20,713	\$ 21,000	\$ 21,000	\$ 21,777
Franchise- Gas	\$ 5,036	\$ 11,000	\$ 11,000	\$ 11,400
Franchise- Telephone	\$ 2,605	\$ 4,200	\$ 4,200	\$ 4,305
GMF Sales Tax (3%)	\$ 192,724	\$ 150,000	\$ 150,000	\$ 175,000
PPRBD Construction Use Tax	\$ 6,460	\$ 17,000	\$ 17,000	\$ 17,700
Property Tax- El Paso County	\$ 81,976	\$ 169,684	\$ 169,684	\$ 200,135
Property Tax- Teller County	\$ -	\$ 10,725	\$ 10,725	\$ 12,357
Short Term Rental Occupancy Tax	\$ 22,187	\$ 20,000	\$ 20,000	\$ 28,000
Specific Ownership- El Paso County	\$ 94,046	\$ 17,600	\$ 17,600	\$ 18,250
Specific Ownership- Teller County	\$ 11,426	\$ 850	\$ 850	\$ 850
Tobacco Tax	\$ 555	\$ 400	\$ 400	\$ 400
Total Taxes Revenue - 468680	\$ 529,789	\$ 467,859	\$ 467,859	\$ 537,262

Fee Revenue

Court- Traffic	\$ 105	\$ 350	\$ 350	\$ 350
Court- Non Traffic Offenses	\$ -	\$ 200	\$ 200	\$ 200
Animal Licenses	\$ 300	\$ 1,000	\$ 1,000	\$ 1,000
Business Licenses	\$ 3,500	\$ 5,000	\$ 5,000	\$ 5,000
Land Use- Administrative Review	\$ 4,578	\$ 5,000	\$ 5,000	\$ 5,000
Land Use- Subdivisions	\$ 200	\$ 2,450	\$ 2,450	\$ 2,450
Land Use- Zoning and Architectural Review	\$ 1,100	\$ 8,075	\$ 8,072	\$ 8,075
Liquor Licenses	\$ 1,250	\$ 500	\$ 500	\$ 1,200
Short Term Rental Licenses	\$ 9,553	\$ 11,500	\$ 11,500	\$ 11,500
Special Event Permits	\$ 700	\$ 3,000	\$ 3,000	\$ 3,000
Special Use Permits	\$ 300	\$ 6,000	\$ 6,000	\$ 6,000
Road Cut Permit	\$ -	\$ -	\$ -	\$ -
Gazebo- Rentals	\$ 1,050	\$ 7,000	\$ 2,000	\$ 2,000
Pool- Admissions & Passes	\$ -	\$ 5,000	\$ -	\$ 5,000
Special Events- Traffic Control Fees	\$ -	\$ 400	\$ 400	\$ 400
VIN Checks	\$ -	\$ 75	\$ 75	\$ 75
Interest	\$ 540	\$ 1,000	\$ 1,000	\$ 1,000
Marshal's Department	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	\$ 1,562	\$ -	\$ -	\$ -
Total Fee Revenue	\$ 24,738	\$ 56,550	\$ 46,547	\$ 52,250

Other Revenue

GMF Promotional Merchandise	\$ -	\$ 30	\$ 30	\$ 20
Total Other Revenue	\$ -	\$ 30	\$ 30	\$ 20

Total General Fund Revenue

\$ 632,949	\$ 700,678	\$ 829,854	\$ 715,804
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EXPENDITURES

Administration Department

Salaries and Benefits

Labor- Full Time	\$ 79,813	\$ 123,023	\$ 123,023	\$ 150,000
Labor- Part Time	\$ 35,338	\$ 41,801	\$ 44,893	\$ 29,491
Labor- Health Insurance	\$ 9,270	\$ 25,667	\$ 25,667	\$ 22,584
Labor- Employee Share Health Insurance	\$ -	\$ 100	\$ 100	\$ 100
Labor- FICA	\$ 8,720	\$ 12,846	\$ 12,846	\$ 12,846

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2022 Budget

Unaudited

	August 2021 YTD Unaudited	2021 Estimated	2021 Supplemental Budget	Proposed 2022 Budget
Labor- State Unemployment Insurance	\$ 166	\$ 300	\$ 300	\$ 300
Labor- Workman's Comp	\$ 2,428	\$ 500	\$ 500	\$ 500
Labor- Retirement	\$ -	\$ 1,803	\$ 1,803	\$ 1,803
Labor- Cell Phone Stipend	\$ -	\$ 720	\$ 720	\$ 720
Total Salaries and Benefits	\$ 135,735	\$ 206,760	\$ 209,852	\$ 218,344

Operations

Insurance- Surety Bond	\$ 315	\$ 200	\$ 200	\$ 415
Maintenance- Building	\$ 278	\$ 1,000	\$ 1,000	\$ 1,000
Publications- Code	\$ 364	\$ 3,000	\$ 3,000	\$ 400
Publications- Legal Notices	\$ 165	\$ 600	\$ 600	\$ 600
Supplies- Office	\$ 1,058	\$ 2,500	\$ 2,500	\$ 2,500
Training- Professional Development, Per Diem	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
CARES Act Expenses	\$ -	\$ -	\$ -	\$ -
Utilities- Electric	\$ 1,117	\$ 1,400	\$ 1,400	\$ 1,400
Utilities- Natural Gas	\$ 862	\$ 1,400	\$ 1,400	\$ 1,400
Utilities- Telephone/ Internet	\$ 2,796	\$ 2,500	\$ 2,500	\$ 2,500
Total Operations	\$ 11,955	\$ 17,600	\$ 17,600	\$ 15,215
Total Administration Department Expenditures	\$ 147,690	\$ 224,360	\$ 227,452	\$ 233,559

Interdepartmental Expenditures

Professional Services

Services- Audit	\$ -	\$ 6,250	\$ 6,250	\$ 6,250
Services- IT	\$ 3,373	\$ 3,500	\$ 3,500	\$ 3,500
Services- Marketing	\$ -	\$ 2,500	\$ -	\$ 1,000
Services- Professional	\$ 16,420	\$ 10,000	\$ 20,000	\$ 20,000
Services- Town Attorney	\$ 39,930	\$ 43,109	\$ 43,109	\$ 20,000
Total Professional Services	\$ 59,723	\$ 65,359	\$ 72,859	\$ 50,750

Operations

Election	\$ -	\$ -	\$ -	\$ 6,000
Fees- Annual Dues, Licenses, Memberships	\$ 1,702	\$ 1,500	\$ 1,700	\$ 1,700
Fees- Banking Charges	\$ -	\$ 500	\$ 500	\$ 500
Fees- Payroll Processing	\$ 828	\$ 1,000	\$ 1,000	\$ 1,000
Fees- Software	\$ 3,513	\$ 10,500	\$ 10,500	\$ 10,500
Fees- Tax Collection	\$ 2,444	\$ 2,800	\$ 2,800	\$ 2,800
Insurance- Property/ Casualty Liability Premiums	\$ 21,233	\$ 21,233	\$ 21,233	\$ 22,495
Insurance- Workman's Comp- Board Members	\$ -	\$ 150	\$ 150	\$ 150
Miscellaneous Expense	\$ -	\$ 13,830	\$ -	\$ 15,000
Transfers- Capital Improvement	\$ -	\$ -	\$ -	\$ -
Total Operations	\$ 29,720	\$ 51,513	\$ 37,883	\$ 60,145
Total Interdepartmental Expenditures	\$ 89,443	\$ 116,872	\$ 110,742	\$ 110,895

Judicial Department

Professional Services

Services- Professional	\$ -	\$ 1,000	\$ 1,000	\$ 1,000
Services- Prosecutor	\$ -	\$ 1,500	\$ 1,500	\$ 1,500
Total Professional Services	\$ -	\$ 2,500	\$ 2,500	\$ 2,500
Total Judicial Department Expenditures	\$ -	\$ 2,500	\$ 2,500	\$ 2,500

Public Safety Department

Salaries and Benefits

Labor- Full Time	\$ 38,576	\$ 62,825	\$ 62,825	\$ 62,825
Labor - Part Time	\$ -	\$ 21,760	\$ 21,760	\$ 21,760
Labor- Health Insurance	\$ 6,132	\$ 12,789	\$ 11,122	\$ 11,292
Labor- Employee Share Health Insurance	\$ 165	\$ 1,000	\$ 1,000	\$ 1,000
Labor- FICA	\$ 2,991	\$ 4,806	\$ 4,806	\$ 4,806
Labor- State Unemployment Insurance	\$ 46	\$ 100	\$ 100	\$ 100
Labor- Workman's Comp	\$ 2,429	\$ 1,500	\$ 1,500	\$ 1,500
Labor- Cell Phone Stipend	\$ -	\$ -	\$ -	\$ -
Total Salaries and Benefits	\$ 50,339	\$ 104,780	\$ 103,113	\$ 103,283

Operations

Fees- Annual Dues, Licenses, Memberships	\$ -	\$ 2,000	\$ 2,000	\$ 2,000
Insurance- Surety Bond	\$ 100	\$ 200	\$ 200	\$ 200
Maintenance- Vehicle	\$ 199	\$ 4,250	\$ 4,250	\$ 4,250
Supplies- Ammunition	\$ 476	\$ 500	\$ 500	\$ 500
Supplies- Clothing	\$ 208	\$ 1,000	\$ 1,000	\$ 1,000

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2022 Budget

Unaudited

	August 2021 YTD Unaudited	2021 Estimated	2021 Supplemental Budget	Proposed 2022 Budget
Supplies- Fuel	\$ 48	\$ 2,000	\$ 2,000	\$ 2,000
Supplies- Office	\$ 400	\$ 700	\$ 700	\$ 700
Supplies- Operational	\$ 798	\$ 4,000	\$ 4,000	\$ 4,000
Training- Certifications	\$ 80	\$ 400	\$ 400	\$ 400
Training- Professional Development, Per Diem	\$ 250	\$ 2,000	\$ 2,000	\$ 2,000
Utilities- Electric	\$ 152	\$ 400	\$ 400	\$ 400
Utilities- Natural Gas	\$ -	\$ 900	\$ 900	\$ 900
Utilities- Telephone/Internet	\$ 80	\$ 360	\$ 360	\$ 360
Total Operations	\$ 2,791	\$ 18,710	\$ 18,710	\$ 18,710
Total Public Safety Department Expenditures	\$ 53,130	\$ 123,490	\$ 121,823	\$ 121,993

Parks and Recreation Department

Parks Operations

Part time employee/Contractor for Grounds Maintenance	\$ -	\$ 9,768	\$ -	\$ 13,350
Services - Non-Professional (Labor)	\$ 1,440	\$ -	\$ 1,440	
Maintenance- Grounds	\$ 1,418	\$ 1,000	\$ 1,414	\$ -
Services- Wildlife Mitigation	\$ -	\$ 1,000	\$ -	\$ -
Supplies Operational	\$ 50	\$ 700	\$ 50	\$ -
Utilities- Electric- Fountain	\$ 1,605	\$ 2,000	\$ 1,605	\$ 2,000
Utilities- Electric- Gazebo	\$ 479	\$ 1,000	\$ 479	\$ 1,000
Total Parks Operations	\$ 4,992	\$ 15,468	\$ 4,988	\$ 16,350

Pool

Pool Contractor	\$ -	\$ -	\$ -	\$ 22,572
Labor- Part Time	\$ -	\$ 12,000	\$ -	\$ -
Labor- FICA	\$ -	\$ 850	\$ -	\$ -
Labor- State Unemployment Insurance	\$ -	\$ 100	\$ -	\$ -
Labor- Hiring/New Employee Expenses	\$ -	\$ 280	\$ -	\$ -
Maintenance- Building	\$ 552	\$ -	\$ 552	\$ -
Services- Inspections	\$ -	\$ 130	\$ -	\$ 130
Food	\$ -	\$ -	\$ -	\$ -
Supplies- Office	\$ -	\$ 50	\$ -	\$ 600
Supplies- Operational	\$ 334	\$ 300	\$ 334	\$ -
Supplies- Pool Start Up Funds	\$ 788	\$ 120	\$ 788	\$ 120
Utilities- Electric	\$ 128	\$ 900	\$ 128	\$ 900
Utilities- Natural Gas	\$ -	\$ 630	\$ -	\$ 630
Utilities- Telephone/Internet	\$ -	\$ 210	\$ 300	\$ 1,290
Utilities- Water	\$ 573	\$ 900	\$ 573	\$ 900
Total Pool	\$ 2,375	\$ 16,470	\$ 2,675	\$ 27,142
Total Parks and Recreation Department Expenditures	\$ 7,367	\$ 31,938	\$ 2,675	\$ 43,492

Public Works Department

Salaries and Benefits

Labor- Full Time	\$ 51,240	\$ 96,316	\$ 86,940	\$ 116,022
Labor- Part Time	\$ 1,310	\$ 1,310	\$ 1,310	\$ -
Labor- Health Insurance	\$ 9,366	\$ 15,435	\$ 23,808	\$ 32,880
Labor- FICA	\$ 3,770	\$ 7,468	\$ 7,468	\$ 7,468
Labor- Overtime	\$ 630	\$ 5,000	\$ 5,000	\$ 2,500
Labor- State Unemployment Insurance	\$ 89	\$ 200	\$ 200	\$ 200
Labor- Workman's Comp	\$ 2,429	\$ 3,650	\$ 3,650	\$ 200
Labor- Cell Phone Stipend	\$ -	\$ -	\$ -	\$ -
Total Salaries and Benefits	\$ 68,834	\$ 129,379	\$ 128,376	\$ 159,270

Operations

Equipment- Rental	\$ -	\$ -	\$ -	\$ -
Equipment- Repair and Service	\$ 11,823	\$ 12,500	\$ 12,500	\$ 12,500
Maintenance- Building	\$ 579	\$ -	\$ -	\$ -
Maintenance- Roads	\$ 7,502	\$ 40,689	\$ 78,682	\$ 45,027
Maintenance- Vehicle	\$ 1,158	\$ 4,000	\$ 4,000	\$ 4,000
Supplies- Fuel	\$ 4,791	\$ 6,300	\$ 6,300	\$ 6,300
Supplies- Office	\$ 135	\$ 300	\$ 300	\$ 300
Supplies- Operational	\$ 1,616	\$ 1,600	\$ 1,600	\$ 1,600
Supplies- Clothing	\$ 66	\$ -	\$ -	\$ -
Tools	\$ 36	\$ 250	\$ 250	\$ 250
Training- Certifications	\$ 449	\$ -	\$ -	\$ -
Training- Professional Development, Per Diem	\$ -	\$ -	\$ -	\$ -
Recovery	\$ -	\$ -	\$ -	\$ -
Utilities- Electric	\$ 1,432	\$ 3,000	\$ 3,000	\$ 3,000
Utilities- Natural Gas	\$ 159	\$ 900	\$ 900	\$ 900

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2022 Budget

Unaudited

	August 2021 YTD Unaudited	2021 Estimated	2021 Supplemental Budget	Proposed 2022 Budget
Utilities- Telephone/Internet	\$ -	1,500	\$ 1,500	\$ 1,500
Utilities- Trash	\$ 1,305	1,100	\$ 1,100	\$ 1,100
Utilities- Electric- Street Lights	\$ 3,160	-	\$ 4,144	\$ 4,144
Total Operations	\$ 34,211	\$ 72,139	\$ 114,276	\$ 80,621
Total Public Works Department Expenditures	\$ 103,045	\$ 201,518	\$ 242,652	\$ 239,891
Total Expenditures	\$ 400,675	\$ 700,678	\$ 707,844	\$ 752,330
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 232,274	\$ -	\$ 122,010	\$ (36,526)
OTHER FINANCING SOURCES (USES)				
Transfer to Capital Improvement Fund	\$ (96,000)	\$ (96,000)	\$ (96,000)	\$ -
Total Other Financing Sources (Uses)	\$ (96,000)	\$ (96,000)	\$ (96,000)	\$ -
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 136,274	\$ (96,000)	\$ 26,010	\$ (36,526)
FUND BALANCE - BEGINNING	\$ 423,572	\$ 423,572	\$ 423,572	\$ 449,582
FUND BALANCE - ENDING	\$ 559,846	\$ 327,572	\$ 449,582	\$ 413,056

Town of Green Mountain Falls
CAPITAL IMPROVEMENT FUND DETAIL

Budget Status Report - GAAP Basis
Proposed 2022 Budget

Unaudited

	August Actual YTD	2021 Estimated	2021 Supplemental Budget	Proposed 2022 Budget
REVENUE				
<u>Intergovernmental Revenue</u>				
Capital- ARPA Stimulus			90,737	90,737
Capital- Trail Donation Fund	-	-	-	500
Capital- Block Grants- El Paso County	\$ -	\$ -	\$ -	\$ 150,000
Capital- Pikes Peak Rural Transportation Auhtrority	\$ 25,936	151,737	243,290	
Capital- State Grants- Dept of Natural Resources		-	-	-
Capital- State Grants- DOLA 2 (Flood Recovery)	\$ 64,989	84,392	84,392	-
Capital- State Grants- DOLA 3 (Planning Code Re-Write)	\$ 24,374	25,000	25,000	-
Capital-Kirkpatrick Family Fund (Planning Code Re-Write)	\$ -	45,000	45,000	-
Capital-Kirkpatrick Family Fund (Comprehensive Signage & Parking)	\$ -	30,000	30,000	-
Capital-Kirkpatrick Family Fund (Fitness Court)			220,000	
Total Intergovernmental Revenue	\$ 115,299	\$ 336,129	\$ 738,419	\$ 241,237
<u>Other Revenue</u>				
Capital- Bank Interest	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100
*Capital- Donations- Monies	\$ -	-	-	-
Total Other Revenue	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100
Total Revenue	\$ 117,399	\$ 338,229	\$ 740,519	\$ 243,337
EXPENDITURES				
<u>Capital Outlay (from General Fund)</u>				
<u>Capital Outlay</u>				
Capital- Administrative Infrastructure (Planning Code Re-write)	\$ 14,433	\$ 70,000	\$ 70,000	\$ 55,567
Capital- Fire Mitigation	\$ 722	22,254	22,254	\$ 15,000.00
Capital- Repairs- Park	\$ 2,726	8,500	228,500	\$ 10,600.00
Capital- Repairs- Roads and Infrastructure	\$ -	-	-	-
Belvidere Widening/ Overlay	\$ -	-	-	-
Maple St Bridge	\$ 39,677	42,196	42,196	-
Midland Culvert	\$ 39,677	42,196	42,196	-
Stilling Basins	\$ 15,682	151,306	243,290	
Comprehensice Signage and Parking Project	\$ -	30,000	30,000	30,000
ARPA Infrastructure Improvements - TBD				90,737
ARPA Infrastructure Improvements - Lake Park Restroom Improvements			90,737	
Total Expenditures	112,917	\$ 366,452	\$ 769,173	\$ 201,904
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 4,482	\$ (28,223)	\$ (28,654)	\$ 41,433
<u>OTHER FINANCING SOURCES (USES)</u>				
Capital- Transfer from Conservation Trust Fund	\$ 8,500	\$ 8,500	\$ 8,500	\$ 10,625
Capital- Transfer from General Fund	\$ 96,000	96,000	96,000	-
Total Other Financing Sources (Uses)	\$ 104,500	\$ 104,500	\$ 104,500	\$ 10,625
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES (USES)	\$ 108,982	\$ 76,277	\$ 75,846	\$ 41,433
FUND BALANCE - BEGINNING	\$ 69,833	\$ 69,833	\$ 69,833	\$ 145,679
FUND BALANCE - ENDING	\$ 178,815	\$ 146,110	\$ 145,679	\$ 187,112

Town of Green Mountain Falls

CONSERVATION TRUST FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2022 Budget

Unaudited

	August Actual YTD	2021 Estimate	2021 Supplemental Budget	Proposed 2022 Budget
REVENUE				
<u>Intergovernmental Revenue</u>				
CTF- Lottery Proceeds	\$ 8,500	\$ 8,500	\$ 8,500	\$ 10,600
Total Intergovernmental Revenue	\$ 8,500	\$ 8,500	\$ 8,500	\$ 10,600
<u>Other Revenue</u>				
CTF- Bank Interest	\$ 25	\$ 25	\$ 25	\$ 25
Total Other Revenue	\$ 25	\$ 25	\$ 25	\$ 25
Total Conservation Trust Fund Revenue	\$ 8,525	\$ 8,525	\$ 8,525	\$ 10,625
EXPENDITURES				
<u>Parks and Recreation</u>				
<u>Parks and Recreation</u>				
CTF- Parks and Recreation Projects Labor	\$ 8,500	\$ 8,500	\$ 8,500	\$ 10,600
Total Parks and Recreation Expenditures	\$ 8,500	\$ 8,500	\$ 8,500	\$ 10,600
Total Expenditures	\$ 8,500	\$ 8,500	\$ 8,500	\$ 10,625
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	\$ 25	\$ 25	\$ 25	\$ 25
<u>OTHER FINANCING SOURCES (USES)</u>				
CTF- Transfer to Capital Improvement Fund	\$ (8,500)	\$ (8,500)	\$ (8,500)	\$ (10,600)
Total Other Financing Sources (Uses)	\$ (8,500)	\$ (8,500)	\$ (8,500)	\$ (10,600)
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES	\$ 25	\$ 25	\$ 25	\$ 25
FUND BALANCE - BEGINNING	\$ 2,515	\$ 2,515	\$ 2,515	\$ 2,540
FUND BALANCE - ENDING	\$ 2,540	\$ 2,540	\$ 2,540	\$ 2,565

**Parks, Recreation, and Trails Advisory Committee
Agenda Memorandum**

DATE: 10.28.2021	AGENDA NO	SUBJECT: PRT 2022 Budget Proposal
Presented by: Jesse Stroope	Attachments: None	

Background

On 10.27.2021 at their regularly scheduled meeting, the Parks, Recreation and Trails Committee unanimously voted to present the PRT 2022 budget to the Board of Trustees:

\$4500.00	Trail related maintenance
\$ 300.00	Wayfinding Signage
\$ 300.00	Trail Ambassadors

Total \$5100.00

Discussion

Trail related maintenance will be used to keep existing town owned hiking trails safe and sustainable. Wayfinding Signage will include additional signage to guide hikers on the trails and back to their starting point. Trail Ambassadors will include T-shirts, lamination of trail maps for businesses to display and to be used at trailheads and volunteer recruitment/recognition.

PRT wants the Board to be aware that there was no hiking trail improvements/work done on town owned property for 2020.

Recommended Motion

PRT is recommending that the BOT approve the proposed 2022 PRT budget.

Alternative Options

2021 PRT Goals

Priority goals PRT Committee

1. Establishing a new trail head and virtual trail head at Pool Park
 - a. This should be inclusive of restrooms, bear proof trash receptacles, hikers code of conduct, trail maps and be headquarters for Trails Ambassadors Program.
 - b. Trail Signage as prescribed by BOT in wayfinding signage communications.

Results . Temporary welcome station was set up as a result of our efforts inclusive of portolets, bear proof trash receptacles, trail maps and Hiker Five. Wayfinding to be installed over the next three weeks.

2. A Trails Ambassador Schedule and program by May 15th, 2021

Results. An abbreviated season which was highly successful and ended early do to decrease in hikers.

3. The creation and distribution of trail maps by May 15th, 2021
 - a. Have a clear understanding of what trails will be on the map.

Results. At BOT direction, a hiker map was completed which showed all parking areas and directed hikers to trail heads. These maps were posted digitally as well as handed out by ambassadors. The maps also included the Hiker Five.

4. Cultivation a working agreement between the PRT committee and Friends of the Ute Pass Trails
 - a. How should communications work, what documentation needs to be in place, insurance, scheduling of workdays?
 - b. How should we prioritize trail maintenance issues?

Results. It was agreed upon that the FOUPT would provide a list of identified projects at the beginning of trail season with a scope of work for each. The PRT would then review and recommend the season of work to the BOT. The FOUPT would then send in work date reports to PRT which would include the volunteer waiver's for that work day. (This needs work)

5. The installation of bear proof trashcans at 3 locations in Town Limits
 - a. Specify product, name recommended locations, price quote and forward to BOT.

Results. There were existing bear proof trash cans which were being underutilized. It was suggested that they be moved to increase utilization.

6. Hosting a Spring Workday. Maintenance work on Conn Memorial Trail and clean up Catamount Creek from Olathe to Post Office.
 - a. Propose community work day date and budget, supplies and sourcing.

Results. The Spring Workday did not get scheduled as it was upon us when we worked on goals in 2021. This work was done during the fall project.

7. Hosting a Fall Workday. Clean up Fountain Creek and remove willows along bank for better access to creek, Revive the old horse trail from behind swings in Gazebo Park to El Paso Ave at High Street.
 - a. Propose work day date and budget and supplies/sourcing. Creek Week Date.

Results. Creek clean up was a complete success. Propose old horse trail clean up for next Spring and include parks.

Recommendations

1. Naming of Town parks (BOT asked that we come up with a community engagement piece in order to do this. TBD for 2022)
2. Recommendation of reopening Catamount Trail. Pending further research and land transactions.
3. New Sprinkler System and reseeding at Pool Park? New backflow preventer was installed in preparation of sprinkler system being turned back on in the future.
4. New Sprinkler System and reseeding at Lake Street Park? Backflow preventer will need to be installed here.
5. New Sprinkler System at Olathe St. Community Garden. This will move to 2022 discussion
6. New landscaping at Town Hall
 - a. Sprinkler System, Landscaping Plan, etc...
7. Repaint and repair old town hall historic sign. To be taken up in 2022 goals
8. Gopher control as needed in all parks. Recommendation made to town manager

9. Restrooms, Porta Johns at Lake St. There were installed for 2021 Season.
10. Restrooms at Pool Park This is planned by Town Manager as part of fitness court MOU.
11. Re-seed EPMP after sprinkler is repaired. To be taken up in 2022 goals.
12. Recommendation regarding tree removals.
13. Recommendation regarding Goose Control with Migrate product.
14. Recommendation regarding tennis court striping.
15. Recommendation regarding backflow preventer and irrigation repairs at all parks.
16. Recommendation of temporary closure of Catamount Trail.
17. Recommendation of Fitness court to be established in Pool Park.
18. Product development of Wayfinding signage which is to be installed in 2021.
19. Recommendation of diagonal parking proposal to be accomplished by town staff.



Green Mountain Falls, CO

Board of Trustees Meeting

November 2, 2021

**Fire Mitigation Advisory Committee
Report**

FMAC 2021 Accomplishments

- Completed the Notification and Evacuation Plan including maps with evacuation routes and written instructions to guide residents through the evacuation process. Recommended 2 emergency sirens for activation for any Emergency Notification of residents.
- Created and implemented a resident wildfire education program to provide resource information, funding assistance information, and hands on work shop training at Wallace Reserve. Program remains in development for further expansion.
- Initiated a risk assessment tool for guiding prioritization of future fuels mitigation projects and ROW clearing to improve access and egress routes.
- Coordinated with CUSP to determine high risk areas for utilization of grant funding for fuels mitigation.

CUSP Project Update

- 2020 Grant for fuels mitigation on town owned property was implemented and completed in 2021. Project completed 5 acres of fuels mitigation and fire break on western end of Thomas Trail on GMF land.
- Received notification of and funding for 53 acres of fuels mitigation work on town owned land, private property, and Wallace Reserve. This grant is a 3 year grant to be executed according to CUSP's ability to secure manpower to perform work. Initial target areas are Iona/Scott Avenue ROW and continuation of Thomas Trail fuels mitigation and fire break from west to east.
- Received notification of Federal grant award pending funding for 40 acres of GMF land. Will develop plans for use of funds when grant is funded.

Capital Request for 2022

Project	Amount	Explanation
CUSP Grants	\$40,000	Cost sharing required under grant application terms. Fuels mitigation and fire breaks
Notification System	\$40,000	Purchase and install 2 Sentry sirens as recommended to BOT
Printing	\$5,000	Provide printed materials to fulfill the Comprehensive Plan action to provide education resources to residents and visitors

2022 FMAC Objectives

- Establish a volunteer team of residents to provide private property owners access to assistance in fuels mitigation and diseased/dead tree removal.
- Continue to develop and implement public education regarding wildfire and steps to take to reduce fuels sources on private property.
- Identify supplement water storage needs and sites for storage to augment water supplies for fire suppression.
- Determine necessary road signage related to fire hazard and fire escape routes.
- Evaluate break away gates at end of Hondo and Belvidere relative to evacuation planning.
- Continue to identify priorities for fuels mitigation and coordinate with organizations such as CUSP to perform required work.



PC Report

October 19, 2021



Completed Applications

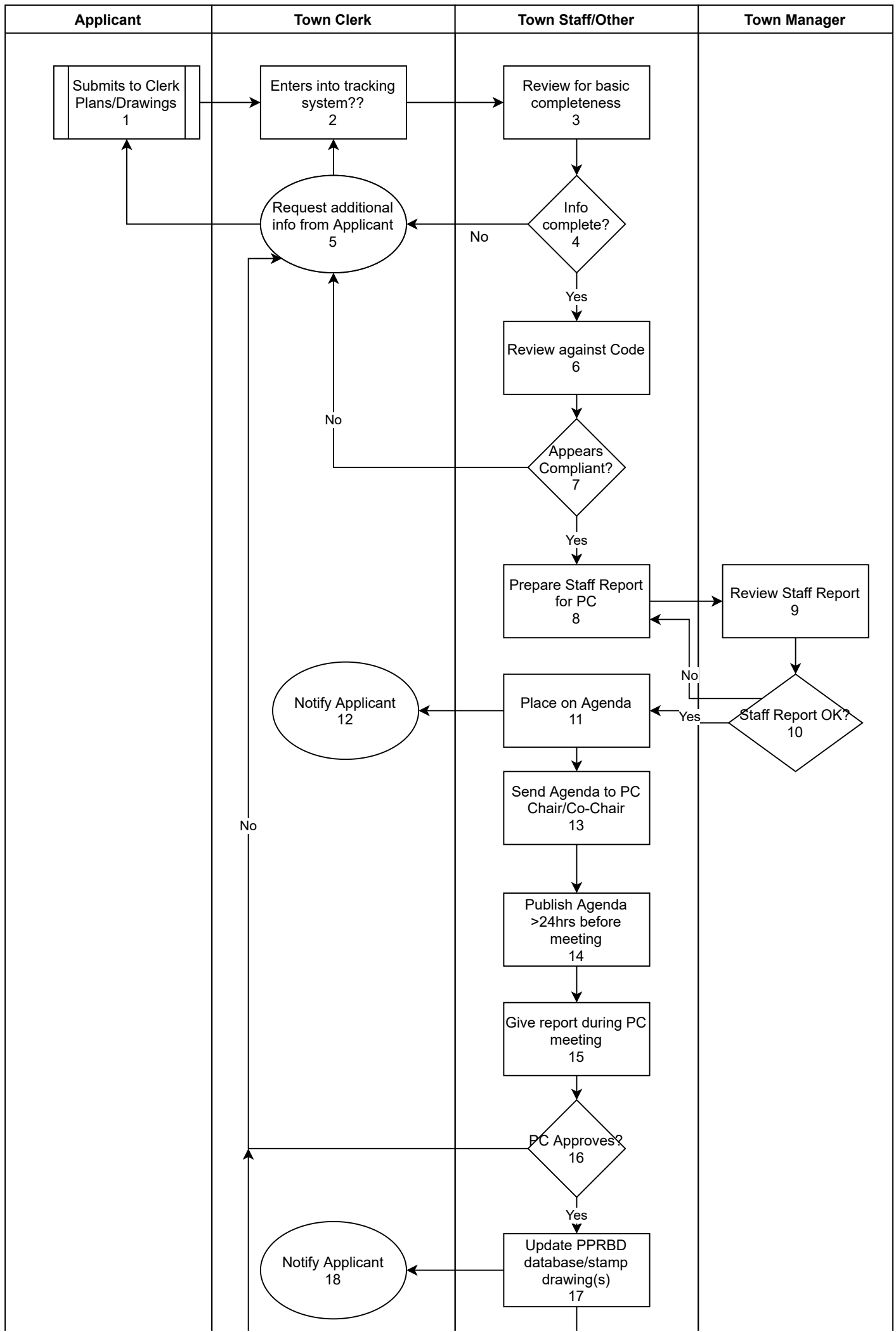
- 5 Architectural Reviews
- 4 Decks
- 2 Fences
- 3 Grading/Erosion Control
- 1 Driveway
- 1 Variance
- 1 Revocable Permit
- 2 Zonings
- 1 Annexation
- 1 Special Use Permit
- 1 Memorial Bench
- 1 Encroachment/Land Purchase

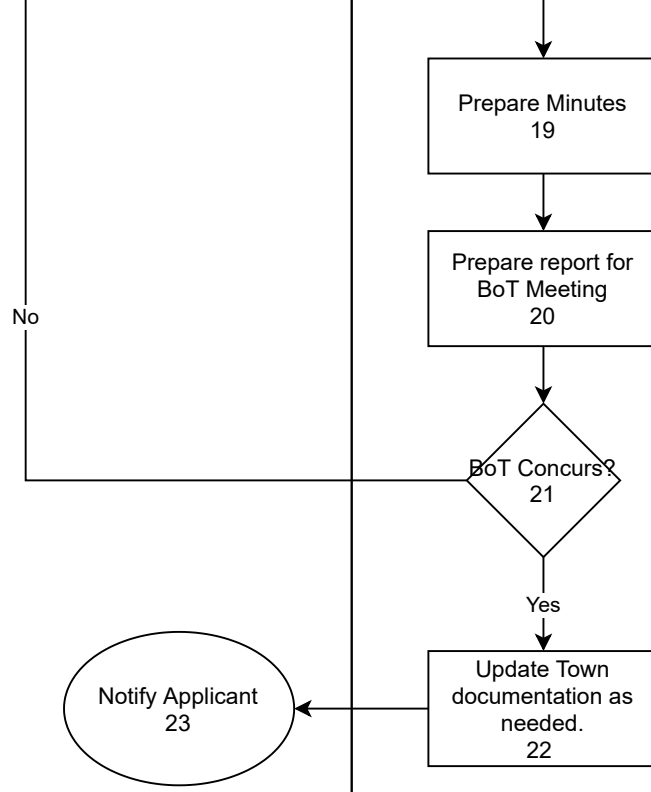
Land Use Code

- November 9, 2021 - Installment 2 Presentation
- December 14, 2021 - Installment 3 Presentation
- January 11, 2022 - Public Hearing for Draft Code Rewrite (public hearing 1)
- February 2022 - Public Hearing 2 for Land Use Code rewrite

Processes

- PC Submittal Process Swimlane and Detail Doc (separate file)





PROCESS DETAILS
PC SUBMITTAL
V5

Refer to the numbers in the swimlane diagram. The following are details to assist individuals with making sure the process flows smoothly.

The process was created by using the Town Clerk as the portal for communications with the Applicant. With certain staffing situations, this may not be practical and may need to be adjusted. Likewise, when staffing shortages exist, the process may need to be modified as to what position has responsibility for a particular process item.

1. Applicant submits plans/drawings to Clerk:
2. Town Clerk enters plans/drawings into tracking system:
 - a. Enter information into the Town spreadsheet and corresponding file folders which hold all docs. File folder is started with a naming convention in the “Apps Pending” folder, then once all docs are in order, those are moved to the “Planning Commission” folder for inclusion in the next PC Agenda packet.
 - b. For Applications that involve a grading and erosion control plan, immediately inform the Applicant that the Town of GMF uses a third party engineering firm to review the drawings. That means there will be additional delays and the cost of the additional engineering review is passed on to the Applicant.
3. Town Staff/Other review plans/drawings for basic completeness:
 - a. Has the Application Form been filled out completely?
 - b. Does the name on the Application match the El Paso County Assessor’s site for the property?
 - i. Yes; proceed with the process. However, with entities (trusts, etc...), we will need an authorization from the Entity and their authorized agents. While this is not specifically identified in Code, we need to make sure the entity is the actual property holder on record.
 - ii. No; then a written authorization must be received from the Entity and its authorized agents. The Clerk (?) requests additional info from the Applicant (step 5).
 - c. Have any/all fees been paid?
 - d. Has one of the following been completed to show compliance to Section 16-712 (refer to Section 16-712 below)?
 - i. A survey
 - ii. Improvement Location Certification (ILC)
 - iii. The Applicant can also locate their property markers and attest to the markers and the measurements.

4. Town Staff/Other make a decision on if the submitted info is complete:
 - a. If the items in step 3 are OK, then the next step is #6 and the plans/drawings need to be reviewed against the Code.
 - b. If the items in step 3 are not OK, then the Clerk (or Town Staff) requests additional info from the Applicant.
5. Clerk requests additional info from Applicant:
 - a. This is from steps #3/#4
6. Town Staff/Other review plans/drawings against Code:
 - a. Codes *typical* for **all** improvement applications (for decks use this and the Codes for new Buildings for the appropriate set-backs; i.e. R-1 5000)
 - i. 16-703 Architectural Review
 - ii. 16-705 Building Permits/Architectural Review
 - iii. 16-712 Development Plan Requirements
 1. Development Plan: **(Note: This one is critical and hand drawings may not meet the requirements. Many times, this requires a professional survey to be completed).** For all development plans, compliance with Section 16-712 typically means some form of survey is either completed for the improvement; or a previous survey completed for an improvement on the property is used for compliance. For fences and decks, it is common to receive an Improvement Location Certificate (ILC). Even though it may be an older certificate (and yes, they may have a disclaimer that they should not be used for follow-on activity), these have been used successfully by Applicants on recent projects. Applicants may also locate their property markers and attest to finding their markers and measurements.
 2. Fences and Decks: Not all items listed in -712 may be applicable. The Applicant should identify those sub-sections they believe are not applicable. Town Staff should review those and either concur or nonconcur.
 - b. Additional Codes *Typical* for New Buildings
 - i. 16-305 to 16-314 depending on type of improvement.
 - ii. 17-83 Grading Permit and Erosion Control Plan
 - iii. 17-85 Procedure for a Grading Permit
 - iv. 17-86 Details of the Application
 - v. 17-87 Development Details
 - vi. 17-92 Erosion Control Plan
 - vii. 17-100 Development Details and Regulations
 - viii. 17-101 Procedures for Driveway Permit
 - c. Additional Codes *typical* for Fences

- i. 16-707 Fence Permits
- d. Additional Codes *typical* for Accessory Buildings (sheds)
 - i. 16-601 Definitions (basically states that accessory buildings have to meet the same requirements as the principal use buildings. We've been using the Codes for new buildings to establish the set-backs.)
- 7. Town Staff/Other assess whether the plans/drawings appear compliant:
 - a. Has everything in step 6 been accounted for? If yes, proceed on. If not, have the Clerk contact the Applicant for deficient items.
 - b. For grading and erosion control, has the third party engineer completed their review and has it been satisfactory? If not, have the Clerk contact the Applicant for deficient items.
- 8. Town Staff/Other prepares staff report for PC:
 - a. Summarize the activity
 - b. List the Codes involved
 - c. Include a staff position on whether or not staff recommends the PC approve the request
- 9. Town Manager reviews staff report:
 - a. Town Manager should spot-check the Codes and the recommendation
- 10. Town Manager makes determination on staff report:
 - a. If the staff report appears OK, then respond to the report preparer. If not, have the preparer re-do what is deficient.
- 11. Town Staff/Other puts the request on the Agenda for the next meeting:
 - a. Create an agenda per the existing templates (***add location of file?***)
- 12. Town Clerk notifies Applicant of their item being on the Agenda:
 - a. Notification can be in any form
- 13. Town Staff/Other sends Agenda to Chair and Co-Chair:
 - a. Send Chair and Co-Chair copies of the Agenda and packet (if available); preferably at least 3 business days prior to meeting.
- 14. Town Staff/Other publishes Agenda and material >24 hrs prior to the PC meeting:
 - a. Publication is via Town web-site under Planning Commission Agendas and Minutes
 - i. ***Add procedure for adding information to the web-site.***
- 15. Town Staff/Other gives a report during PC meeting:
- 16. PC approval:
- 17. Town Staff/Other updates PPRBD database:
 - a. Recommend creating an account and training in the Bluebeam program to indicate Town approval with PPRBD. In the meantime, the PPRBD workaround for staff that doesn't have an account or training is to contact Matthew Matzen, Permit Supervisor. 719-327-2995. Town staff can email him a write-up including

the plan number on town letterhead with a signature to indicate approval of a project. matthewm@pprbd.org

18. Town Clerk notifies the Applicant:

- a. Notification can be in any form

19. Town Staff/Other create minutes from PC meeting:

- a. ***Per template - add template location and file***
- b. ***Add procedure for uploading minutes to the web-site.***

20. Town Staff/Other create a report for the BoT meeting:

- a. ***Format?***
- b. ***Electronic file location?***
- c. Content is the same as for the PC meeting.

21. BoT concurrence:

- a. Concurrence needed on:

- i. Nonconforming development (16-708)
- ii. Variances (16-709)
- iii. Special Uses (16-710)
- iv. Zoning Amendments (16-711)
- v. Master Facilities Plan (16-714(d))
- vi. Manufactured Housing (16-715)
- vii. Erosion Control Plan (17-92)
- viii. Vacations (17-131)
- ix. Revocable Permits (18-61)

- b. Concurrence not needed on:

- i. Architectural Reviews (16-705(d)(3)). This includes decks and sheds.
- ii. Sign Permits (16-706)
- iii. Fence Permits (16-707)
- iv. ***Planned Unit Developments (16-713) NOTE: THIS NEEDS TO CHANGE.***
- v. Grading Permits (17-85)
- vi. Driveway Plan/Permits (17-100)
- vii. Administrative Vacations (17-132)

22. Town Staff/Other updates Town documentation:

- a. ***Wasn't sure if there were documents to be updated...added just in case.***

23. Town Clerk notifies Applicant:

- a. Notification can be in any Form

RESOLUTION NO. 2021-06

**A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS,
COLORADO, DESIGNATING AUTHORIZED SIGNATORIES ON TOWN
BANK ACCOUNTS AND INDIVIDUALS AUTHORIZED TO CONDUCT
ONLINE BANKING ON BEHALF OF TOWN**

WHEREAS, the Board of Trustees desires to designate the individuals with authority on behalf of the Town for activity involving the Town's bank accounts

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

Section 1. Effective the 10th day of December 2021 at 5:00 p.m., the following individuals shall be the sole authorized signatories on behalf of the Town for Town bank accounts:

1. Jane Newberry, Mayor
2. Margaret Peterson, Mayor Pro Tem
3. Vacant Position, Town Manager
4. Vacant Position, Town Clerk/Treasurer

Section 2. Until the 10th day of December 2021 at 5:00 p.m., the following individuals shall be the sole individuals authorized to access the Town's bank accounts online and conduct online banking activity on behalf of the Town:

1. Angie Sprang, Town Manager

Section 3. Effective the 10th day of December 2021 at 5:00 p.m., the following individual shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities.

1. Angie Sprang, Town Manager

Section 4. Effective the 3rd day of September 2021 at 5:00 p.m., the following individual shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities.

1. Matthew Gordon, Town Clerk/Treasurer

INTRODUCED, READ and PASSED this 2nd day of November 2021.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

ATTEST:

Angie Sprang, Town Manager



KIRKPATRICK FAMILY FUND

September 21, 2021

Mayor Jane Newberry
Town of Green Mountain Falls
P.O. Box 524
Green Mountain Falls, CO 808019

Grant Number: 98458
ID Code: 3692

Dear Mayor Newberry,

On behalf of the Board of Trustees of the Kirkpatrick Family Fund, it is our pleasure to inform you that a grant in the amount of \$207,000 was approved for the Town of Green Mountain Falls. Funds are awarded to support the purchase of a Keith Haring Fitness Court.

The Kirkpatrick Family Fund appreciates the fact that organizations wish to express their thanks for our support. While we ask that you promote the grant, the Kirkpatrick Family Fund staff and trustees cannot accept gifts, plaques, awards, etc. We prefer the funds be utilized to support your organization's mission and programs.

Please work with Rachel Shortt, Shortt Communications, who manages communications for the Kirkpatrick Family Fund. She may contact her at shorttcommunications@outlook.com. When recognizing this grant in promotion or print materials please use **Kirkpatrick Family Fund**. Recognition level should be consistent with your organization's policies for donor recognition. If you require an electronic copy of the Kirkpatrick Family Fund logo, please visit the logo download page in the Press Room section, under the Media Kit tab of our website at www.kirkpatrickfamilyfund.org.


We now request that you include photographs of your program in action as they become available. These may be used in publications and/or shared with Trustees. Please label the picture with the appropriate credit information.

The grant should not provide personal benefit to the Kirkpatrick Family Fund or any individual affiliated with your organization.

Congratulations and we look forward to keeping up to date on your organization and its programs.

Sincerely,

Christian Keesee
President


Elizabeth K. Eickman
Director

cc Jesse Stroope
 Rachel Shortt

Angie Sprang

From: Angie Sprang
Sent: Monday, October 25, 2021 9:51 AM
Subject: RESPONSE REQUIRED: Advisory Boards & 2022 Budget Consideration

Importance: High

Dear All,

Please see the forwarded message below. We have not received any proposed work plans from advisory boards for consideration in the 2022 priority based budgeting process, so we've extended the deadline to this Thursday, October 28th, 2021 end of business.

Work plans and budget considerations must be received no later than October 28th, 2021 end of business to be included in the Board of Trustees packet for the regular meeting on November 2nd, 2021. Meeting this deadline will guarantee consideration during our priority based budgeting process for fiscal year 2022; otherwise, your projects may not be considered or budgeted for during fiscal year 2022.

If you have any questions feel free to reach out.

Respectfully,

Angie Sprang
Town Manager
Green Mountain Falls, Colorado
719-684-9414 ext. 5
www.gmfco.us

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Dear Advisory Board Members,

I want to thank you for all of your accomplishments as dedicated volunteers for the Town, and I look forward to collaborating with you all during fiscal year 2022.

I would like to invite you to a workshop with the Board of Trustees on October 19<sup>th</sup>, 2021, to thank you for your progress this year, and discuss your work plans for 2022. This meeting will allow us to recognize your accomplishments, and consider your budgetary needs for 2022. It will also ensure we are all working collaboratively to achieve our goals and drive our vision forward together, as a community.

Please consider our comprehensive plan when creating your work plans. You can find the comprehensive plan here on the Town website: <https://greenmountainfalls.colorado.gov/departmentsplanning-land-use/comprehensive-plan> The excel documents are easily sortable, so you can see what projects may be in the comp plan as priorities to consider for the PRT, FMC or the PC.

The comprehensive plan is an **advisory** document, a tool for us to use as a community in achieving our goals together. There will no doubt be projects and things that come up that may not be in the comprehensive plan but that warrant

our attention. You may have ideas for creative projects of interest to you and the community that will improve GMF. The board is open to your ideas, and looks forward to talking about them. Such as, naming the parks, upgrades to the parks, creating a public facing map regarding fire mitigation progress and future efforts, or creating a public education program around fire mitigation.

For our collaborative workshop on October 19<sup>th</sup> please create a brief 2021 project progress report, and include your goals/work plan for 2022 at one of your next advisory board meetings. In your work plan for 2022 please consider any budgetary needs your proposed work plan may require, so that the Board can consider them in our priority based budgeting process. Work plans and budget considerations must be received no later than October 12<sup>th</sup>, 2021 for consideration in our priority based budgeting process for fiscal year 2022. Please send them to Angie [manager@gmfcu.us](mailto:manager@gmfcu.us) for inclusion in the Board packet.

Thank you again for all of your volunteer efforts and the time you have dedicated to GMF. Together we have accomplished so much. We can and will accomplish so much more together going forward.

See you on October 19<sup>th</sup>!

Sincerely,

Jane Newberry

Mayor

~~~~~



**Town of Green Mountain Falls
Parks, Recreation, and Trails Meeting Minutes
10615 Green Mountain Falls Road
Wednesday, September 8, 2021 at 3:00 p.m.**

REGULAR MEETING MINUTES

Board Members Present

Chair Jesse Stroope
Vice Chair Jay Kita
Member Clay Gafford
Member Don Walker

Board Members Absent

Secretary

Town Staff Present

Angie Sprang

Trustees Present

Trustee Guthrie

1. CALL TO ORDER / ROLL CALL

Parks, Recreation, and Trails meeting called to order at 3:05pm.

2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA

CoChair Kita accepted the agenda.

Town manager Sprang spoke about running PRT meetings autonomously. PRT will still function as an advisory committee. Agenda packets need to be posted 24 hours prior to meeting. PRT Secretary will email information to the town manager for posting. PRT will continue to make recommendations to the Board. PRT members decided to go forward with this model.

3. PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER

Resident Todd Dixon spoke concerning Catamount Trail. A scouting group is looking into three alternate reroute options. When complete, a presentation will be given to Friends of Ute Pass Trails then to the PRT with PRT making a recommendation to the Board.

4. CONSENT AGENDA

Meeting Minutes from PRT Committee Meeting held on 8/11/2021

Trustee Guthrie requested the paragraph about contacting Mr. Rodriguez be deleted from the August meeting minutes since she did not remember giving Kita permission to contact Mr. Rodriguez.

M/S Stroope/Gafford Moved to approve minutes and to strike the paragraph about Mr. Rodriguez. Motion passed - All ayes - 4/0

5. OLD BUSINESS

a. Update on Creek Week

Flyer was presented about Creek Cleanup which is Saturday, Oct 2, 9am-noon. Stroope and Kita procuring clean up materials. Volunteer sign up through Stroope. Kita volunteered to pick up materials in the Springs. Dixon will edit the flyer, if needed. Dixon contacted Trail Ambassadors about Creek Cleanup day. Stroope will be on site crew leader.

b. Catamount Trail Reroute Discussion

Town manager Sprang told the PRT that through her conversations with Mr. Smith, he is not interested in donation or easement of his property. Mr. Smith is hoping to sell the land. He also does not want to break the land into smaller parcels. Town does not have the finances to make a land purchase. Board favors rerouting the trail. Original asking price is 140k but he would consider 115k. The trail crosses USFS property also.

6. NEW BUSINESS

a. Open Position on the PRT

Ochkie has resigned. Kita nominated N Dixon as the new member. Gafford seconded. All ayes - motion passes - 4/0.

b. Welcome Sign

Kita said there has been approval from the Board to reassign the west end gazebo lake sign to the welcome center sign at Maple Street. Kita shared a power point of the location and modification of the welcome sign. The sign will be modified to have cork and a plastic cover. Dixon commented that the sooner the sign is located, the better. Will help with hiker information since the Trail Ambassador season is over. Stroope reminded PRT that this sign was part of the signage proposal that was approved in May by the Board and that funding is in place. Kita and Dixon will mark sign locations and contact public works. The sign company will take legal responsibility for moving the sign. Kita will contact public works and the Marshal. Stroope suggested this be done for the wayfinding signage also. Walker will work with Kita to brainstorm the plexiglass options. Stroope said to give him an update with changes so they can be given to the sign company.

Kita made the motion to have the intention of the gazebo lake sign used as the welcome center sign with the sign company responsible for moving the sign.

Walker second. All ayes - motion passes - 5/0.

7. CORRESPONDENCE

Trustee Guthrie said that the Board is happy with progress being made by the PRT committee. She appreciated PRT members being present at Board meetings for the fitness court. Board felt good about getting community input regarding the fitness court. Going forward, the PRT minutes will be put in the Board agenda packet. Board members are interested in helping with the Creek Cleanup. Stroope said volunteers will sign a town volunteer waiver and a creek week volunteer waiver. Stroope will get a flyer to the town manager for distribution.

8. REPORTS

a. Chairperson, Jesse Stroope, 2021 PRT Goals Progress Report

Stroope had a PRT 2021 goals presentation. PRT will review their yearly goals. Before the next meeting, members are asked to send Stroope updates about goals. Kita will email the PRT goals report to the members and the report will also go into minutes as a draft.

Trustee Guthrie suggested that the PRT come up with creative ways of getting the community involved with naming the parks.

9. ADJOURNMENT at 4:04pm.

Head Chair

Secretary



**Town of Green Mountain Falls
Parks, Recreation, and Trails Meeting Minutes
10615 Green Mountain Falls Road
Wednesday, August 11, 2021 at 3:00 p.m.**

REGULAR MEETING MINUTES

Board Members Present

Chair Jesse Stroope
Vice Chair Jay Kita
Member Clay Gafford
Member Rebecca Ochkie
Member Don Walker

Board Members Absent

Secretary

Matt Gordon

Trustees Present

Trustee Guthrie

Town Staff Present

Matt Gordon

1. CALL TO ORDER / ROLL CALL

Parks, Recreation, and Trails meeting called to order at 3:00pm.

2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA

Chair Stroope accepted the agenda.

3. PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER

No public speakers present.

4. CONSENT AGENDA

a. Meeting Minutes from PRT Committee Meeting held on 7/7/2021

M/S Kita/Ochkie Motion passed - All ayes

5. OLD BUSINESS:

a. Wayfinding Signage Update

Stroope coordinated tower locations with Liz Ives which includes a list of tiles on towers; the vendor has the list. Stroope presented what the towers look like. Need a volunteer to join Liz for verification before the final draft. Checking with Virgil will be the final check. There are 10 tower locations. Proposed deadline is a week timeframe. Kita volunteered.

b. Trail maps update

Stroope has the current PDFs. Copies being made to previous meeting requirements. Distributed to Matt for posting on the town website including the PRT page and Trail Ambassador page. Maps were sent to Interstate Parking as well.

New Business

a. Creek Week Project

Stroope - Board has declared Sept 25-Oct 3 as Creek Week. Allison Plute from Watershed will provide supplies for cleanup. Clean up will include debris in the creek and anything in the waterway. This satisfies a PRT goal. Gafford will try to be in town to help. Kita will be recovering from surgery but he does have materials from Fountain Creek effort, clean up materials and grabbers. Stroope is available Oct 2. Ochkie will be here. Walker - weekends are booked. Dixon will be here. Gordon available. Stroope asked to check with Trail Ambassadors. Dixon has a pick up. Stroope has a construction dumpster that can be used for debris. Ochkie, fliers to be posted around town to ask for volunteers. Stroope will have fliers made and will distribute them to PRT members to post.

b. Catamount Trail Closure

Stroope presented four possible recommendations to Board:

1. Disputing/verifying timeline - adverse possession.

Mayor/town manager does not seem to be in favor.

Kita - Presented a PP about the trespass which includes 500' of trail. Catamount Trail was dedicated on June 18, 2001. Documented that the trail has been in use and made available to the public for 20 years. Land was purchased in 1988. Public right of way starting in 2000.

Stroope - any other trespasses? Gafford - Rodrigez property trespass? Not on Hondo access.

Stroope - easement from Belvedere.

2. Easement

Smith has communicated to the town manager that he is not interested.

3. Donation or sale of land

What is the asking price? Gordon - was not discussed. Gafford - 140k? Kita - 14k original purchase price in 1988. This parcel is steep, unbuildable and not accessible. If there is no easement granted from Rodrigez, it is landlocked. Gordon - town manager works on negotiated price. Stroope to follow up on this

4. Reroute

Walker/Wines spent four hours in the area and came to the conclusion that no reroute is possible due to boulders/cliffs and being too steep. SW passage is a possibility that would abandon most of the trail already built.

Kita placed No Trespass signs on the trail.

~~Kita will verify private property owners, contact Rodriguez, access points to an alternative route. Will send email to PRT members by BCC. Kita asked Trustee Guthrie for permission to contact Rodriguez. Permission granted. Revised 9/9/2021~~

Walker does CSU have a road easement? GMF should request a right of way for fire escape purposes? This is a task for the Fire Mitigation committee.

Recommendation at this time? Kita - adverse possession is viable. Colorado law is 18 years. Guthrie - Has the town attorney been involved? Gordon - Yes, he is aware of the situation. Smith requested this trail be closed years ago? If so, adverse possession is in question. Any supporting docs for this? Gordon will contact Blasi for history. Stroope - Putting a stop includes posting No Trespassing signs which was never done. Walker - Suggested revisiting the easement proposal. Recommends a sit down with concerned parties to discuss easement and donation/sale options before "adverse possession" option is used.

At this time, there is not enough information to make a solid recommendation to the Board. Stroope will set up a sub meeting with Katherine, town manager, Kita and Gordon to help make an informed recommendation to the board. Kita, Stroope will inform the other PRT members.

7. CORRESPONDENCE

Trail Ambassador update

Dixon said that hiker traffic was very light which could be due to trail closure and/or air quality due to smoke. Volunteers are getting burned out, sign up is slowing down. May end the program early depending on hiker numbers. Supplying an info page for the clipboards that gives what trails are still open and how to access the Garden of Eden/reservoirs via Dewey/Bratton/Catamount which will add approximately 2 miles to the hike.

8. REPORTS

Gordon asked if an updated press release should be written to let hikers know that Garden of Eden/reservoirs are still accessible. Stroope said that was a good idea. Dixon volunteered to compose a press release and to put up a Trail Closed sign at the Catamount/Bratton intersection.

9. ADJOURNMENT at 4:15pm.

Head Chair

Secretary



POSITION BROCHURE AND JOB DESCRIPTION TOWN MANAGER

Green Mountain Falls, CO



***Positing is open until filled. First review of applications will be those received by
8:00 am on November 15, 2021.***

Complete application must Include letter of interest and resume.

If you are interested in this outstanding opportunity apply or direct any questions to:

Angie Sprang, Town Manager

manager@gmfco.us

EQUAL OPPORTUNITY EMPLOYER

Applicants will remain confidential until finalists are named for interviews.

Names of finalists are subject to public disclosure.

FOREWORD

The Town of Green Mountain Falls is seeking a qualified, energetic and outgoing individual to serve as its next Town Manager. This position provides an outstanding opportunity to be a creative leader in a truly spectacular mountain environment.

ABOUT GREEN MOUNTAIN FALLS

The Town of Green Mountain Falls is a summer resort community located north of Pikes Peak and eleven miles west of Colorado Springs just off U.S. Highway 24. At an altitude of 7,800 feet, the town is nestled in a picturesque mountain canyon surrounded on three sides by Pike National Forest. The El Paso/Teller County line goes north-south through the town, with sixty-two percent (62%) of the town in El Paso County, and thirty-eight percent (38%) in Teller County. Natural assets include: three creeks, multiple waterfalls, a lake, rugged cliffs, forests, wildflowers, hiking trails and abundant wildlife, including bears, deer, and mountain lions. Green Mountain Falls is a quiet and peaceful mountain town with a year-round population of about 870. In the summer, the number of residents doubles as people from other states arrive to use their family cabins.

Architecturally, Green Mountain Falls has a variety of rustic summer log cabins and Victorian houses mixed with newer homes. The town's character is reflected in the preservation of historic structures including the original land office building, hotels, and the Church in the Wildwood. The town's focal point is an 1890 Victorian-style gazebo, situated on an island in a small lake located in the center of town.

The Green Mountain Falls trail system provides twelve trails with a variety of hiking experiences. Several of these trails climb the ramparts overlooking the town and connect to the north slope of Pikes Peak and to three large reservoirs with great fishing.

For more information please see the following websites:

www.gmfco.us

www.discoverutepass.com

www.gmfcotrails.org

HISTORICAL BACKGROUND

Prior to the arrival of explorers and settlers, the nomadic Ute Indians established a trail along Fountain Creek, past the site of present-day Green Mountain Falls. Their path would later become a major transportation route from Colorado Springs into the mountains. The construction of the Colorado Midland Railway up Ute Pass opened up a new era of resort life. In 1887, W.J. Foster bought a ranch from George Howard in order to build a new resort and town site which he named Green Mountain Falls. In the summer of 1888, the Town Company started developing streets, dug a lake, built a gazebo, and put up a three-story hotel. By July, an estimated 500 people were living in furnished hardback tents rented at \$4 to \$7 per week. In 1890, the town was incorporated.

People from Kansas, Oklahoma, and Texas visited the resort to escape fierce summer heat. They returned later to build family cabins and Victorian style homes. Many of these early homes have been passed down from generation-to-generation.

A series of fires in the early 1900s burned out many of the Ute Pass hotels. By 1923, the railroad ended passenger service, and all operations ceased in 1949. During this time, Green Mountain Falls began a steady transition from predominately summer-only residents to primarily year-round residents.

In the 1970s, Colorado Springs began experiencing explosive growth and, correspondingly, the Green Mountain Falls population jumped from 179 in 1960 to 669 in 2013 (US Census figures). More and more people moved to Green Mountain Falls to escape the noise and frenzy of the big city. This trend continues today to some degree.

EDUCATION

Green Mountain Falls is served by Ute Pass Elementary School which is part of the Manitou Springs School District and located only two miles away. Middle and high-schools are located in nearby Manitou Springs. Surveys have shown that the school district's regular high rankings were an important factor in residents' decisions to move to Green Mountain Falls.

HEALTH CARE

Pikes Peak Regional Hospital and Surgery Center is located seven miles up the highway just outside of Woodland Park. A new, state-of-the-art community hospital, it offers the latest in innovative technology with highly trained and committed staff.

COMMUNICATIONS

Cable, satellite TV, and high-speed internet service connections attract telecommuters to live and work remotely. They find Green Mountain Falls attractive whether they are looking for a more peaceful lifestyle, want to raise a family in a less crowded atmosphere, or simply want to experience a more active lifestyle with hiking and biking right outside their back door.

TOWN SERVICES

The Green Mountain Falls Marshal's Department provides law enforcement services. The Marshal's Department works cooperatively with the El Paso County Sheriff's Office, Teller County Sheriff's Office, and the Colorado State Patrol. The crime rate is minimal compared to other tourist communities throughout Colorado.

The Public Works Department provides daily maintenance of roads, parks and facilities and the seasonal operation of the municipal pool. Public Works assists in planning for future capital improvements.

Utility service is provided to the Green Mountain Falls community by the City of Colorado Springs (water, electric) and Black Hills Energy (natural gas). All residences and businesses are on septic tanks.

Fire protection for the town is provided by a special district with volunteer staff.

FINANCIAL TRENDS

Municipal revenues derived from sales and property taxes are roughly equal and together comprise over one half of the Town's total revenues. The remaining revenue is mostly derived from the Town's newly established lodging occupation tax, use taxes, permit and franchise fees, license fees, intergovernmental revenues, and charges for services. The property tax rate increased in 2014 and sales tax collections have shown slight annual increases thru 2018. Use taxes fluctuate and are directly related to building activity. Thus, the development and protection of revenue-producing-property in balance with residential development is key to the Town's sound financial condition.

TOWN GOVERNMENT

Green Mountain Falls was incorporated as a statutory town in 1890. The corporate authority of the Town is vested in an elected, non-partisan Board of Trustees, consisting of a mayor and four trustees. The number of trustees was reduced by election from six to four in November 2018. All are elected at large. The mayor is elected for a two-year term and the four trustees for staggered four-year terms. The Board of Trustees heads the government, and the Town Manager is the chief administrative officer.

GOVERNMENT ORGANIZATIONAL STRUCTURE

The Board of Trustees appoints the Municipal Judge, Town Attorney, Town Manager, Town Clerk/Treasurer, and Town Marshal. The Town Manager has full authority over hiring and supervising all other staff.

Municipal amenities maintained by the staff include: town-owned buildings, parks, playgrounds, tennis courts, lake, and pool.

Municipal services provided by the staff include: law enforcement, road maintenance, snow removal operations, pool operations, facility maintenance, and general administration. The Town is currently exploring the concept of creating a staff-level planning and land use function with the Town Board having appropriated a modest allocation for that purpose in the 2019 budget.

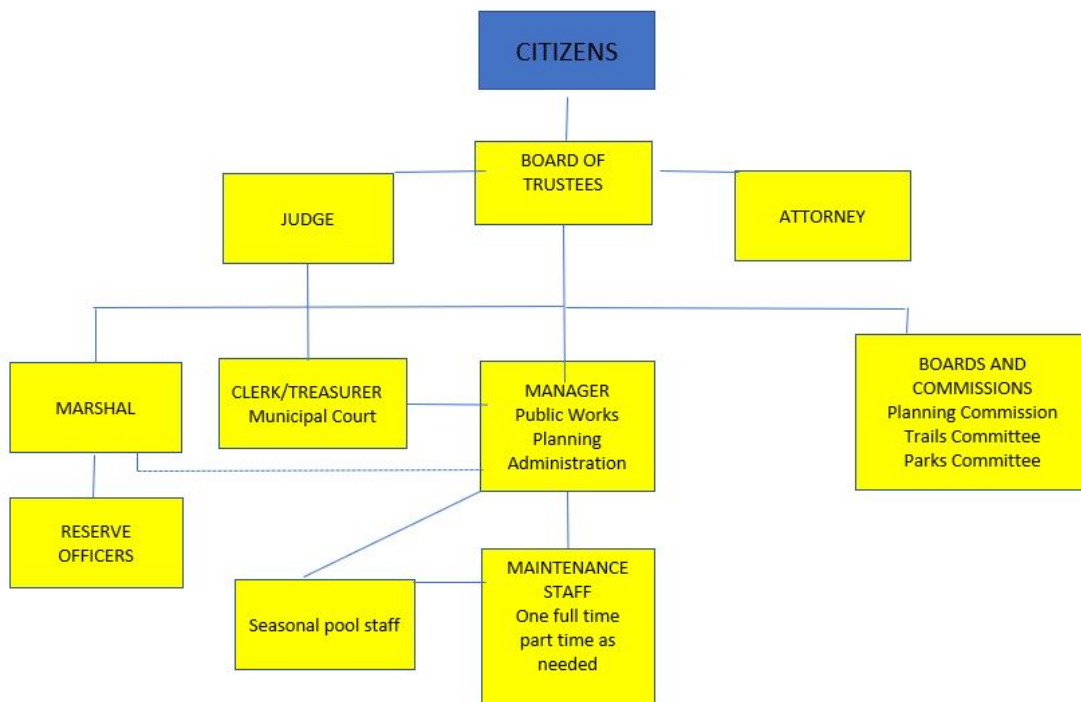
Building inspection and permitting services are provided by contract with the Pikes Peak Regional Building Department.

ORGANIZATIONAL STRUCTURE

In 2016, the town hired its first Town Manager and abandoned the past practice of operating under a trustee liaison model. By hiring a chief administrative officer, the Board of Trustees delegates management of day-to-day operations to a professional manager, consolidating control over personnel functions and communication with the Board of Trustees into a single executive position.

The statutory functions of the Town Clerk/Treasurer are subject to Board of Trustee authority, while the administrative and financial aspects of the job fall under the supervision of the Town Manager.

Similarly, the Marshal is appointed by the Board of Trustees, but day to day activities are accountable to the Town Manager.



STRENGTHS AND CHALLENGES

Green Mountain Falls has had slow population growth for the past several decades yet manages to improve its services and the community as a whole without the benefit of a large economy. The Board of Trustees and town staff have worked diligently through the years to facilitate community improvements, many funded by competitive grants. This dedication, along with an enthusiastic volunteer base, reflects the entrepreneurial, can-do nature of Green Mountain Falls' citizens and staff.

TOWN ROADS

Green Mountain Falls' roads are mostly unpaved and, due to their steep nature, need to remain so to allow residential access in the winter. The road surfaces can become dusty in the summer months yet also severely rutted due to the monsoon rains that regularly visit the area the same time of year. As such, in addition to winter plowing needs the road system requires regular upkeep year-round. The Town applies magnesium chloride to harden the surface, but the application must be done multiple times a year and is costly. Additionally, several of the Town's roadways face drainage problems in need of engineered solutions.

Due to severe monsoon rains that struck the area during 2018 and compromised numerous municipal infrastructure assets, the Town recently received substantial grant assistance to respond to these losses and mitigate against possible future harms. Toward this end, the Town has retained the project

management services of an outside engineering consultant to help manage the grant-funded projects while identifying key areas of concern and assisting the Town in implementing viable long-term solutions to numerous persisting problems, chiefly related to drainage and road conditions.

In 2018, the Town also restructured the Public Works Department in a manner meant to place a stronger emphasis on operations as opposed to administration. While this initiative should serve to redirect critical resources to the Town's ongoing road maintenance needs, it involves the Town Manager assuming a greater degree of oversight relative to both the administrative and operational demands incumbent on overall Public Works functions.

GAZEBO PARK

The emblem of the town is the historic Gazebo that sits upon an island in Town's centrally located lake. It is well-known and a popular place for weddings and other celebratory events. In 2018 the island wall was completely reconstructed following its failure. Given the consistent sediment loading issues due to the road run-off, the Town faces a regular need to dredge the lake. The solution will be tied into the engineering recommendation from the above-mentioned consultant project.

SUSTAINABILITY

Like other small towns throughout Colorado, development becomes an issue. Many citizens value the small-town atmosphere and fear that growth of any kind could alter the feel and community. Others encourage positive growth with a more seasonally-balanced economy that could greatly enhance the community and still maintain the small-town atmosphere. The Town Manager will be expected to work closely with the Board of Trustees in aligning these two views to guide future changes and to balance the tax base for economic stability. Bringing in more business and/or increasing sales taxes are challenges the Town will inevitably need to face in the future.

Improved land use processes via the aforementioned creation of a planning function at the staff level should assist the Town in tackling these types of general growth and land use issues. More specifically, the Town recently implemented a sweeping new ordinance meant to better regulate its robust short-term rental (STR) market. Of particular note is that the Town Board delegated its approval authority to the Town Manager. In addition to insuring all STRs that have been approved thus far remain compliant as to the aforementioned lodging occupational tax and other criteria, until a planning function is firmly established, the incoming Manager will also be entrusted with lead authority to process and approve any new STR applications received.

INTER-AGENCY RELATIONS

It will be important for the Town Manager to continue to promote trust and credibility with community members and key agencies involved in Green Mountain Falls' livelihood. Residents and business owners want an open, engaged administration, and they want to feel comfortable communicating and working with the Manager. This will entail involvement with community affairs to the same extent that other community leaders do.

The Town Manager will be expected to continue to cultivate established collaborative relationships with El Paso County, Teller County, Green Mountain Falls/Chipita Park Fire District, the Ute Pass Triangle

Chamber of Commerce, Pikes Peak Rural Transportation Authority, Pikes Peak Area Council of Governments, Pikes Peak Regional Building Department, Colorado Department of Local Affairs (DOLA), and other relevant organizations within the community and the region. Each of these separate agencies has a crucial role to play in the growth and livelihood of Green Mountain Falls. The Board will assist the Town Manager with these relationships but will expect a high degree of professionalism in dealing with these and other agencies.

TOWN MANAGER JOB DESCRIPTION

The following is the Job Description for the Town Manager position.

PRIMARY RESPONSIBILITIES

The Town Manager serves as the Town's chief administrative officer and is responsible for the departments and staff under his/her authority. Performance must be in accordance with Colorado statutes and local ordinances.

The Town Manager carries out the policy decisions of the Board of Trustees and ensures the daily operation of the Town at the direction of the Board. While the Town Manager provides recommendations and expertise for decisions facing the Board of Trustees, the Town Manager has no voting authority. Work requires initiative, judgment, and the achievement of results, involving the ability to work positively, effectively, and independently with the public, staff, and officials.

The Town Manager is measured on performance in the areas of financial administration, staff management, Board assistance, operational functionality, organizational development, liaison activities, citizen communication, planning and economic development, land use, and other special or project-related activities. Samples of specific duties and decision-making authorities are as follows.

FINANCIAL ADMINISTRATION

- Perform the duties as the Budget Officer for the town
- Ensures compliance with the adopted budget, performing cost control and cash-flow analysis throughout the year, ensuring effective and efficient use of budgeted funds, personnel, materials, facilities, and time
- Advises the Board of the Town's financial condition and current/future needs in specific detail
- Provides the Clerk/Treasurer with the tools to ensure that modern accounting practices are employed
- Administers grant applications and grant contracts through completion
- Develops and administers all contracts

PUBLIC WORKS

- Under the title of Town Manager, concurrently serves as head of the Public Works Department
- Carries out the majority of the Department's administrative functions
- Provides direct supervision to all Department staff
- Gives general operational guidance to maintenance staff
- Oversees all special projects and significant civil projects in coordinating with project contractors, independent project managers, outside agencies, and others as necessary for project completion
- Based on observed need and priorities, regularly devises operational improvements and strategies for improved citizen safety and customer service

LOCAL AND STATE REGULATIONS OVERSIGHT AND ENFORCEMENT

- Ensures municipal government compliance with all laws and Town ordinances
- Recommends legal measures that might serve the Town and assists with ordinance/resolution research and document preparation
- Accepts damage claims and legal papers for the Town
- Works with and serves as liaison to the Town Attorney

STAFF MANAGEMENT

- Manages all staff by planning/assigning projects, organizing resources, controlling cost and quality, leading periodic staff meetings, and communicating plans, policies, and procedures
- Coaches employees in determining work procedures, preparing work schedules, expediting workflow, and developing procedures to improve efficiency and operational effectiveness
- Supervises direct reports including the direction of their daily activities, training staff, issuing instructions, and monitoring staff
- Hires and terminates employees. Assesses pay, evaluates performance, resolves grievances, ensures policy compliance, and disciplines all Town staff in all departments
- Assists staff with duties when necessary and adjusts for errors and complaints

BOARD ASSISTANCE

- Plans and coordinates Board meeting agendas and attends Board meetings
- Prepares/submits regular Town management reports to the Board and public
- Develops plans, reports, surveys, etc. to support Board decision-making
- Serves as the subject matter expert for Town ordinances, policies, and compliance issues
- Communicates to the Board between meetings as needed, and continuously serves to promote and support the Board

LIAISON ACTIVITIES

- Represents the Board as to county and state officials, the general public, civic groups, commissions, and affiliated outside entities
- Serves as a liaison for various governmental and regional entities, such as the Colorado Department of Local Affairs and the Colorado Department of Transportation
- Attends joint meetings of the Board with county and citizen groups
- Coordinates Town activities with other agencies as needed

CITIZEN COMMUNICATION

- Communicates Board plans, municipal code requirements, and Town policies and procedures to citizens, commissions, groups, and other agencies as needed

- Receives, responds to, and solves public inquiries and complaints, while keeping the Board of Trustees informed on the status of various citizen concerns
- In conjunction with the Town Clerk/Treasurer, coordinates the administration of the Town website and social media development
- Represents the Town at presentations, workshops, conferences, and other gatherings

PLANNING AND ECONOMIC DEVELOPMENT

- Serves on local and regional development committees
- Researches and reports growth opportunities
- Provides input for community plan
- Assists with town issues and ordinances
- Implements proactive measures regarding land use
- Attends Planning Commission meetings as appropriate in order to serve as operational liaison between the Commission and Town Board

OTHER DEMANDS

- Attends professional development meetings, trainings, seminars, and workshops, and works to enhance a professional communication network at state levels, regional levels, and within the professional community in general
- Assists the Clerk/Treasurer with insurance and benefits administration, day-to-day clerical needs, permitting and licensure issuance, information technology maintenance, records management and other tasks when able
- Serves in the capacity of the Town Clerk/Treasurer in his/her absence
- Attends to other duties as required

The duties in this job description are illustrative of, but not inclusive of all the tasks performed by the individual in this position.

KNOWLEDGE, SKILLS AND ABILITIES

- Firm grasp of established best practices and state of applicable law in the field of local governance
- Knowledge of business retention and redevelopment and related public financing methods
- Familiarity with trends in technology useful for municipal functions
- Knowledge of commercial sector needs and responsive to local business community concerns
- Thorough knowledge and demonstrated skills in municipal management; financial accounting; and municipal, state, and federal programs and decision-making processes
- Thorough knowledge and demonstrated skills in problem-solving, ability to synthesize information and work with others to develop alternative solutions and resolve conflict
- Analytical skills and a talent for innovation that can introduce to local government effective management practices from private business
- Strong knowledge of fiscal and other laws specific to Colorado, such as GASB, TABOR, CGIA, Gallagher, CORA, Sunshine laws
- Broad knowledge of employment laws and Human Resources practices for a public employer

- Knowledge of federal and state laws regulating the Town's financial, environmental, and other operations
- Familiarity with historic preservation and the Colorado State Historical Fund
- Demonstrated skill in interpersonal, written, and oral communications
- Demonstrated skill in managing difficult or emotional customer or staff situations, focusing on solving not blaming, maintaining confidentiality, and keeping emotions under control yet remaining open to the ideas of others

SPECIAL REQUIREMENTS

- Must be bondable
- Must possess or be able to obtain a valid Colorado driver's license

EDUCATION AND PROFESSIONAL DEVELOPMENT

- Bachelor's degree with at least two years of relevant coursework, or graduate degree, in business administration or public administration, or a field closely related to a multiservice business organization or municipal government.
- Certified Public Manager designation desired.
- An appropriate combination of private or public sector experience and professional education leading to a proven capability to manage the affairs of this municipal corporation. Any equivalent combination of education and experience will be considered.

EXPERIENCE

- Demonstrated experience in managing municipal public works operations as that field pertains to roads and facilities maintenance, parks and grounds upkeep, and general project management
- Working knowledge of the principles and practices of modern public administration, municipal finance, planning and land use, law/code enforcement, and basic public safety
- Experience and skill in financial management and analysis, preparation of budgets, and modern budget-oriented measurements of performance
- Private or public sector experience consistent with the full services of a municipality that includes infrastructure, utilities, marketing, and business expansion
- Experience and skill in planning, directing, and administering municipal programs along with strong project management skills
- Experience in the management, supervision, and human resource management requirements of personnel
- General understanding of risk management systems
- Ability to prepare and analyze comprehensive reports
- Experience with writing, submitting, and managing governmental and/or private sector grants
- Ability to operate personal computers including word processing, spreadsheet and database software (especially within the Microsoft Office application suite); familiarity with accounting software and ability to operate other office equipment such as copy and fax machines; general knowledge of the conceptual structure of a small network system

PERSONAL CHARACTERISTICS

- Unquestioned integrity and ethics; demonstrates the highest standards of professional conduct
- Genuine interest in the community; community pride and character; approachable; and responsive toward residents, businesses, and stakeholders
- Understanding of the need to listen and learn before acting upon initiatives or making significant changes; acknowledgement that reasonable people do not always agree; ability to deal with conflict professionally and respectfully
- Tactfulness, professionalism, respectfulness, consideration, follow-through, and ability to react well under pressure
- High energy, imaginative, patient, and good humored
- Shows open rapport with staff members, valuing the talents and accomplishments of each individual
- Ability to learn from past mistakes; accepts responsibility; and puts the success of the team and Town ahead of personal goals or interests
- Commitment to appearing at Board meetings and actively participating in Town and community functions as appropriate
- Understanding of the importance of positive public relations, including communications with the public and media and skill in public speaking and presentations
- Recognition of the importance of the public profile of appointed officials and comfort with participation in community affairs

PERFORMANCE EXPECTATIONS AND APPRAISAL

A new Town Manager can expect to establish mutually agreeable performance expectations and goals with the Board of Trustees within the first six months of employment. The regular administration of performance appraisals will be anticipated in the employment agreement.

INTERVIEW PROCESS AND CONFIDENTIALITY

After screening and qualification of final candidates is completed, final candidates will be invited for an interview and to meet the community. Intensive background investigations will be conducted and shall include criminal background checks, educational background checks, and other tests of fitness and merit.

Résumés and all application materials will be kept confidential, but only until finalists are announced and invited for interviews and background investigations are begun. The full record of finalists will be subject to public disclosure no later than 14 days prior to an offer of employment, as per Colorado Statute 24-6-402 (3.5).

THE IDEAL CANDIDATE

Individuals come with diverse backgrounds and unique experiences. The above lists of education, experiences, and human factors are suggestive of an ideal candidate. Understanding that retaining the ideal candidate is not always possible, the Board hopes to obtain a Town Manager with as many of these attributes as possible. In so doing, the Board does maintain a firm expectation that the successful

candidate will maintain a genuine commitment to his/her own professionalism and ethics and a strong desire to gain and expand upon the skills and experience established here.

PHYSICAL DEMANDS

Environment: Standard office setting; exposure to computer screens and other electronic equipment. Typical indoor air quality and temperatures.

Physical: This job involves sitting for extended periods of time, with the ability to stand, walk, reach, bend, and twist for short, intermittent times. Must be able to lift and carry objects weighing 30 pounds or less on occasion.

Vision: Ability to see in a range from reading distance to a distance of 20 feet with or without correction; vision sufficient to read computer screens and printed documents, and sufficient to recognize individuals from across the room.

Hearing: Hear in the normal audio range with or without correction.

Speaking: Be able to speak in an understandable voice with sufficient articulation.

COMPENSATION AND BENEFITS

The hiring pay rate for the Town Manager is \$70,000 to \$95,000 annually depending upon qualifications and experience.

The Town offers a comprehensive package of benefits including: PTO leave; thirteen paid holidays; medical insurance; social security; and a retirement program after one year of service.

EXCLUSIVE SERVICE TO TOWN

During the period of his/her appointment, the Town Manager shall not be an employee of, or perform any service for compensation from, any person or entity other than the Town, unless the individual has first obtained approval of the Board of Trustees. The Town Manager is expected to be fully engaged in Town business and community affairs.

EMPLOYMENT AT WILL

The Town Manager serves at the pleasure of the Green Mountain Falls Board of Trustees for an indefinite period. Upon appointment, the Board expects to enter an employment agreement governing the terms of the Town Manager's employment.



Town of Green Mountain Falls

P.O. Box 524; 10615 Green Mountain Falls Road
Green Mountain Falls, CO 80819
Tuesday, November 2, 2021, at 7:00 p.m.

Town Clerk and Treasurer

Job Description

Revised 11/01/2021

Position Title: Town Clerk & Treasurer
Classification: Regular Full Time
FLSA: Exempt. 40 or more hours per week.
Work Schedule: Schedule to be determined by the Town Manager
Salary Range: \$58,990 to \$83,051

General Statement of Duties: Performs administrative, professional, and clerical duties in support to the Town Board and Town Manager. Serves as Treasurer and is responsible for the entirety of financial activities. Serves as Municipal Court Clerk, Designated Election Official, and Records Manager.

This position is FLSA exempt and anticipates that the workload will require forty or more hours per week. Evening meetings are required.

The essential functions and major responsibilities listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position. Duties and responsibilities are also subject to change by the employer as the needs of the employer and requirements of the job change. Other duties and responsibilities may be assigned by the Town Board or Town Manager at any time.

Reports To: This position operates with a high degree of autonomy and requires independent decision-making. The position reports to the Town Manager for administrative functions, and at times may report to the Board of Trustees for statutory duties.

Supervisory Responsibility: May supervise administrative support staff.

Essential Functions:

Board of Trustees Support

- Provides administrative support to the Board of Trustees.
- Prepares and produces the agenda packet.
- Attends meetings, takes minutes, and maintains audio recordings of meetings.

- Ensures meetings are in compliance with the open meetings laws.
- Maintains the Board's calendar of activities.

Planning Commission Support

- Serves as recording secretary to the Planning Commission
- Prepares and produces the agenda packet
- Attends meetings, takes minutes, maintains audio recordings of meetings
- Ensures meetings are posted to the public and website.
- Serves as liaison between the Planning Commission, Board of Trustees, and other administrative staff.

Other General Duties:

- Provides general reception customer service for Town Hall, including phone and walk-in customers.
- Processes requests and manages records for use of Town facilities, including the gazebo.
- Ensures the posting of legal notices including the publication, posting and distribution of notices for public meetings and hearings.
- Provides general information to citizens, and responds to all communications.
- Maintains and updates the Town's website and social media accounts.
- Writes a wide variety of documents that may be technical, legal, or procedural in nature.
- Ensures that Town Hall is open and appropriately staffed during all regular business hours.

Records Management:

- Develops and administers the Town's records management program, filing systems, records retention schedule, and policies to ensure program is up-to-date and in compliance with Federal, State and Town requirements.
- Processes all open records requests and ensures full compliance with the Colorado Open Records Act (CORA) by establishing consistent processes and procedures and providing timely and accurate responses on behalf of the Town.
- Manages agreements and contracts to ensure that dates are identified and met and that renewals and/or terminations are presented in a timely manner.
- Keeps the Town's Code of Ordinances up to date.

Elections:

- Serves as Designated Election Official for the Town's regular and special elections.
- Regular elections are held in April of even numbered years and administered under the Municipal Election Code.
- Special elections may be held at any other time as allowed by law and may be coordinated with November elections.
- Provides customer service to candidates and ensures Fair Campaign Practices Act requirements are met.

Licensing:

- Administers liquor licensing, including special event permits, in accordance with state laws, and provides knowledgeable customer service to applicants/licensees.
- Administers business licensing in accordance with Town ordinances.
- In conjunction with land use staff, provides clerical support and general information for Short Term Rental licensing processing.
- Issues and maintains records for dog licenses.

Municipal Court:

- Serves as Municipal Court Administrator and Clerk.
- Processes payments for penalty assessments.
- Dockets and prepares for regular court sessions.
- Communicates extensively and appropriately with the Town Prosecutor and Judge.
- Conducts appropriate follow up needed to close cases based on judicial order.

Treasurer Duties:

- Manages all routine activities, including accounts payable, accounts receivable, and cash receipting.
- Uses Araize fund accounting software to provide full charge accounting services.
- Completes full charge payroll.
- Files all required payroll and other federal and state required reports.
- Manages banking, including deposits and reconciliations.
- Conducts all general ledger activities.
- Manages investments.
- Manages grant activities from various granting agencies. This includes financial and other reporting and may include grant writing.
- Reports financial activity to the Board of Trustees as directed.
- Prepares financial statements and preparatory work for auditors.

Human Resource Duties:

- In coordination with, and at the direction of the Town Manager, facilitates all aspects of Human Resource Management.
- Manages all employee benefits, including health insurance and retirement.
- Is familiar with, reviews, and makes recommendations toward maintaining a relevant employee handbook.
- Manages in-processing and orientation of new hires.
- Manages exit processes for separating employees.
- Administers COBRA and HIPAA.

- Manages workers compensation claims and return-to-work practices.
- Maintains personnel files and administrative employee files.

Risk Management:

- In coordination with the Town Manager, is involved with all aspects of the Town's property-casualty insurance.
- Participates in the annual audit from the insurer.
- Provides information for annual renewal.
- Monitors any activity as required by the insurer.
- Files claims as needed, and monitors status.

Knowledge, Skills, and Abilities:

- Comprehensive knowledge of statutory municipal government, including state laws, federal laws, and the Green Mountain Falls municipal code.
- Comprehensive understanding of governmental accounting principles and practices.
- Excellent listening skills, written and oral communication, spelling, and grammar.
- Excellent interpersonal relationship and communication skills for interaction with Trustees, staff, citizens, external agencies, and businesses.
- Strong computer skills in Microsoft Word, Excel, PowerPoint, Gmail, and fund accounting software
- Ability to manage website on SIPA platform.
- Proficiency in operating standard office equipment.
- Ability to exercise independent judgement and decision-making.
- Ability to understand and accurately record content of Board and Commission meetings.
- Ability to manage multiple tasks expeditiously and accurately in a busy environment that is subject to interruptions.
- Ability to understand, create, and maintain records management practices in accordance with applicable laws and standards.
- Ability to work independently, while being available to the public during specified hours and meeting deadlines.

Qualifications:

- Must be bondable.
- Designated by the International Institute of Municipal Clerks as a Certified Municipal Clerk or Master Municipal Clerk, or the ability and commitment to obtain such certification within three years of employment.
- Certified Public Finance Officer designation, or the ability and commitment to obtain such certification within seven years of employment.
- Colorado Notary Public, or the ability to obtain such within six months of employment.

Education/Experience:

- Bachelor's Degree or higher in public administration, business administration, accounting, finance, or a related field.
- At least three years of office management experience in a local government.
- At least three years of direct customer service in a government organization.
- Any equivalent combination of education and experience will be considered.

Physical Demands and Working Environment:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office setting; exposure to computer screens and other electronic equipment. Typical indoor air quality and temperatures.

Physical: This job involves sitting for extended periods of time, with the ability to stand, walk, reach, bend, and twist for short, intermittent times. Must be able to lift and carry objects weighing 30 pounds or less on occasion.

Vision: Ability to see in a range from reading distance to a distance of 20 feet with or without correction; vision sufficient to read computer screens and printed documents, and sufficient to recognize individuals from across the room.

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