



Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda

10615 Green Mountain Falls Road

7:00 p.m.

or immediately following the Special Meeting

Tuesday, October 16, 2018

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS OR CORRECTIONS TO THE AGENDA
3. CONSENT AGENDA
 - a. Approve Board of Trustees Meeting Minutes October 2, 2018
 - b. Bring Into Record Bills Run October 16, 2018
 - c. Report of Short Term Rentals – None.
4. NEW BUSINESS
 - a. Appoint Mayor Pro Tem
 - b. Consideration of Resolution No 2018-17, A Resolution Opposing “Amendment 74”, An Attempt To Amend the Colorado Constitution To Drastically Limit State and Local Government Services at a High Cost to Taxpayers
 - c. Consideration of Resolution No. 2018-18, A Resolution Supporting Proposition 110
 - d. Consideration of Approval of Belvidere Avenue Improvements Project Contract between the Town of Green Mountain Falls, Pikes Peak Rural Transportation authority, and Kiewit Infrastructure Company
 - e. Introduction of Ordinance No 2018-09 An Ordinance Adding A New Subsection 10 To Section 4-127 Of Green Mountain Falls Municipal Code To Address The Procurement Of Special Services Or Projects

LOCAL LICENSE AUTHORITY ACTIONS

- f. Hotel/Restaurant Liquor License Renewal as submitted by Amily Biedelman-Almy d/b/a Mucky Duck Restaurant and Catering.
5. OLD BUSINESS
 - a. Resolution No. 2018-19, A Resolution Of the Town of Green Mountain Falls, Colorado, Approving And Adopting A Revised Employee Handbook.
6. PUBLIC INPUT: 3 Minutes per speaker
7. CORRESPONDENCE
 - a. Planning Commission Minutes September 25, 2018
 - b. Planning Commission Minutes October 9, 2018
8. REPORTS
 - a. Trustees
 - b. Town Manager
 - c. Town Clerk
 - d. Marshal
9. Executive Session Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters, specifically to conduct interviews for the Clerk/Treasurer Position; and 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

10. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
October 2, 2018 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Chris Quinn
Trustee Tyler Stevens (arrived 7:05 p.m.)
Trustee Katharine Guthrie

Board Members Absent

Town Attorney

Not present.

Public Works

Interim Town Manager

Jason Wells

Marshal's Dept.

Virgil Hodges

Interim Town Clerk

Judy Egbert

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

Mayor Newberry called the meeting to order at 7:02 p.m. The Pledge of Allegiance was recited.

2. Additions, Deletions, or Corrections to the Agenda

Mayor Newberry moved, seconded by Trustee Peterson to approve the agenda as presented. The motion carried unanimously, with Trustee Stevens not present.

3. Consent Agenda

- a. Approve Board of Trustees Meeting Minutes September 18, 2018
- b. Bring Into Record Bills Run October 2, 2018
- c. Report of Short Term Rentals September 27, 2018

Mayor Newberry moved, seconded by Trustee Peterson to approve the consent agenda as presented. The motion carried unanimously, with Trustee Stevens not yet present.

4. New Business

a. Consideration of Host Compliance Presentation and Proposal for Short-Term Rental Monitoring

Note: Trustee Stevens arrived at 7:05 p.m.

Mr. Wells reviewed the printed information, recommending that the Board consider this proposal for monitoring short term rental compliance.

Although not open for public input, multiple unidentified citizens expressed opinions regarding the proposal.

The Board asked Mr. Wells to:

- See if Manitou Springs is still using this service, and whether they recommend them.
- See if there are other providers offering this service.
- Learn how the company would handle listings that are not through a major company.

b. Pine/Mountain Avenue Closure Update

Mr. Wells reported that this intersection has been closed for some time, with residents having various opinions about its usefulness. While this type of decision would typically be an administrative decision, he is presenting it to the Board for input.

The Board asked that more opportunity for public input be given, and consultation with Colorado Springs Utilities prior to making a decision.

c. Tree Lighting Festival Event Application Submitted by Ute Pass Chamber of Commerce

Dick Bratton presented the application, and requested waiver of the fee. The park will be used for less than one hour.

Trustee Peterson moved, seconded by Trustee Guthrie, to approve the event with a total fee of \$100, and the deposit waived. On discussion, the Board considered whether this was setting a precedent; and considered that it would be appropriate to have a lower rate for non-profits. The motion carried unanimously.

d. Authorization of Mayor to Issue Letter to State Department of Local Affairs requesting emergency funding assistance to address various infrastructure damage needs.

Mr. Wells presented the opportunity to request DOLA funds toward disaster recovery. The letter requests the full amount of damages that have been determined by Wilson and Associates.

Mayor Newberry moved, seconded by Trustee Guthrie to authorize the Mayor to sign the letter to DOLA requesting emergency project funding. The motion carried unanimously.

5. OLD BUSINESS

- a. Resolution No. 2018-12, A Resolution Of the Town of Green Mountain Falls, Colorado, Approving And Adopting A Revised Employee Handbook.**

This is returned to the Board with changes and additional information from prior meetings. The substantive decision remaining is to determine whether the Board wishes to offer a Paid Time Off (PTO) bank instead of traditional vacation and sick leave.

After discussion, the Board directed Ms. Egbert to revise the handbook to include:

- PTO bank to replace current vacation, sick, and bereavement leave.
 - 0 – 1 years of employment earns 88 hours per year
 - 1 – 5 years of employment earns 176 hours per year
 - 5 – 10 years of employment earns 200 hours per year
 - 10 – 15 years of employment earns 256 hours per year
 - 15+ years of employment earns 280 hours per year
- The accrual cap is equal to the employee's annual earning
- PTO is not payable at separation of employment

The Board wanted to be sure that the Town Manager has authority to authorize appropriate use of leave.

Ms. Egbert will also look at the holiday portion of the handbook to ensure that use of holidays for law enforcement and emergency work were addressed.

6. PUBLIC INPUT – 3 Minutes Per Speaker

Lana Fox, resident at the end of Belvidere, spoke of concern in managing debris. She was directed to work with Mr. Wells.

The Board reminded citizens that administrative issues are appropriate to bring to staff rather than directly to the Board.

Dave Cook, resident on Belvidere, encouraged the Board to provide budgetary support to the Marshal's function and salary. He further encouraged more consideration on the short-term-rental ordinance. The large for-profit businesses are the ones that change the nature of the community.

7. CORRESPONDENCE:

Mayor Newberry noted correspondence from Dave Cook regarding the short term rentals, and encouraged communication with the Marshal for any complaints.

Unidentified citizens continued to engage the Board in conversation and questions regarding the short term rental ordinance and process.

8. REPORTS

a. Trustees

Mayor Newberry reported on Creek Week activities, saying that volunteers are needed on October 6.

Trustee Stevens reported his recent involvement with the Chamber and a trip to Washington DC.

b. Town Manager

Mr. Wells reviewed his written report. Based on direction from the Board, he will proceed with a decision on the road closure without bringing it back to the Board.

The Belvidere Avenue project is moving quickly. The construction contract will be approved by PPRTA at its next meeting.

c. Town Clerk

Ms. Egbert reported that preliminary interviews are scheduled for tomorrow morning for the Clerk/Treasurer position. The Board agreed by consensus to:

- Ask for written question responses in advance.
- Conduct some sort of assessment in addition to a traditional interview.
- Conduct the interviews/assessment immediately prior to the meeting on October 16.

d. Marshal

Marshal Hodges reviewed his statistical report.

9. Adjournment. There being no further business, the meeting adjourned at 9:42 p.m.

Mayor Jane Newberry

Judy A. Egbert

BOARD OF TRUSTEES AGENDA MEMO

DATE: 10/9/18	AGENDA NO 4.a.	SUBJECT: Appoint Mayor Pro Tem
Presented by: Jane Newberry, Mayor		

Recommend action:

Appoint Mayor Pro Tem

Background:

State law requires that a Mayor Pro Tem be appointed at the first meeting following the certification of the regular election. The May 1 meeting was the first opportunity that the Board had to discuss this, at which point it decided to table action until a full board was in place.

There are currently five of the seven seats filled. Depending on the outcome of the November 6 election question to reduce the number of Trustees, we may either consider the current members as a full board, or will seek to fill the remaining two vacancies.

Cameron Thorne had been serving as Mayor Pro Tem. With his resignation, it is important to fill that position without unnecessary delay.

State law does not specify the process of this appointment. Historically, this has been a Mayoral appointment which is then voted on by the Board. Mayor Newberry has asked Trustee Stevens to serve in this role, and he has agreed.

Issue Before the Board

Does the Board wish to appoint Trustee Stevens as Mayor Pro Tem?

Alternatives

- Accept the Mayor's recommendation and appoint Trustee Stevens as Mayor Pro Tem
- Do not accept this recommendation and direct further action.

Conclusion

The Board has delayed this action due to vacancies and turnover in Trustee seats. It is appropriate to fill the vacant Mayor Pro Tem position without further delay.

BOARD OF TRUSTEES AGENDA MEMO

DATE: 10/9/18	AGENDA NO 4. a. & b.	SUBJECT:
Presented by: Jane Newberry, Mayor		Consideration of Resolutions 2018-17 and 2018-18

Recommend action:

Consider the two Resolutions and take action as desired.

Background:

These are two issues for which the Colorado Municipal League (CML) has recommended taking a formal stance. The reasons are contained in the language of the Resolutions. The content of both were taken from recommended samples provided by CML.

Resolution 17 expresses opposition to Amendment 74, and Resolution 19 expresses support for Proposition 110.

Issue Before the Board

The Board has heard information presented at recent CML meetings regarding these and other items on the upcoming ballot. This is the opportunity for the Board to discuss these and determine a formal stance, if desired.

Alternatives

- Adopt one or both of the resolutions as presented.
- Adopt one or both of the resolutions with changes.
- Decline to act.

Conclusion

Adopting a Resolution is one of the permitted activities allowed within the limits of government expressions of opinion on ballot issues. One or both may be adopted if the Board is in agreement with the proposed content.

**TOWN OF GREEN MOUNTAIN FALLS
RESOLUTION 2018 - 17**

**A RESOLUTION OPPOSING “AMENDMENT 74”, AN ATTEMPT TO AMEND THE
COLORADO CONSTITUTION TO DRASTICALLY LIMIT STATE AND LOCAL
GOVERNMENT SERVICES AT A HIGH COST TO TAXPAYERS**

WHEREAS, local government services are essential to the citizens of The Town of Green Mountain Falls; and

WHEREAS, Amendment 74 has been written by certain out-of-state corporate interests to change the text of the Colorado Constitution, Article II, Section 15, which dates back to 1876 and threatens basic governmental services; and

WHEREAS, Amendment 74 declares that any state or local government law or regulation that “reduces” the “fair market value” of a private parcel is subject to “just compensation;” and

WHEREAS, while Amendment 74 is shrouded in simple language, it has far reaching and unintended impacts; and

WHEREAS, under the current Colorado Constitution, a property owner already has the right to seek compensation from state or local governments; and

WHEREAS, Amendment 74 would expand this well-established concept by requiring the government – i.e., the taxpayers – to compensate private property owners for virtually any decrease whatsoever in the fair market value of their property traceable to any government law or regulation; and

WHEREAS, Amendment 74 would create uncertainty because it is not clear what the language actually means or how it can be applied; and

WHEREAS, Amendment 74 would severely limit the ability of Colorado’s state and local governments to do anything that might indirectly, unintentionally, or minimally affect the fair market value of any private property; and

WHEREAS, Amendment 74 would drastically diminish the ability of our state and local governments to adopt – let alone attempt to enforce – reasonable regulations, limitations, and restrictions upon private property; and

WHEREAS, Amendment 74 would place laws, ordinances, and regulations designed to protect public health and safety, the environment, our natural resources, public infrastructure, and other public resources in jeopardy; and

WHEREAS, Amendment 74 would directly impact zoning, density limitations, and planned development; and

WHEREAS, Amendment 74 would make inherently dangerous or environmentally damaging activities prohibitively costly to attempt to limit or regulate, even in the interest of public health, safety, and welfare; and

WHEREAS, any arguable impact upon fair market value – however reasonable or justified or minimal or incidental or temporary – resulting from state or local government action could trigger a claim for the taxpayers to pay; and

WHEREAS, governments would be vulnerable to lawsuits for almost every decision to regulate or not to regulate, making regular government function prohibitively expensive for the taxpayer; and

WHEREAS, similar efforts have been attempted and defeated in other states, such as the states of Washington and Oregon; and

WHEREAS, the fiscal impact for similar language in Washington was estimated at \$2 billion dollars for state agencies and \$1.5 billion for local governments over the first six years; and

WHEREAS, individuals filed several thousand claims against state and local governments with an estimated value in excess of several billions of dollars in claims in Oregon before the residents repealed the takings initiative three years after its passage.

NOW, THEREFORE, be it resolved by the Town Board of the Town of Green Mountain Falls, Colorado, that the Town opposes Amendment 74 and strongly urges a vote of NO this November.

Adopted this 16th day of October, 2018.

Jane Newberry, Mayor

Attest

Judy A. Egbert, Interim Town Clerk

**TOWN OF GREEN MOUNTAIN FALLS
RESOLUTION 2018 - 18**

A RESOLUTION SUPPORTING PROPOSITION 110

WHEREAS, a modern, safe and efficient 21st century transportation system is essential to Colorado's quality of life and the health of our economy; and

WHEREAS, Colorado's population has grown nearly 60 percent since 1991, while state transportation spending per driver, adjusted for inflation, has been cut in half over that same time period; and

WHEREAS, increased demands on our roads and bridges have resulted in increased traffic congestion, lost worker productivity and deep frustration among local citizens; and

WHEREAS, the Colorado Department of Transportation has identified \$9 billion in much-needed projects that lack funding; and

WHEREAS, there has been a significant lack of resources available to local communities to address traffic congestion, maintenance needs and safety concerns; and

WHEREAS, the failure to maintain roads and bridges adequately costs Coloradans on average of \$468 per driver due to damage and unnecessary wear-and-tear to vehicles, and

WHEREAS, truly addressing Colorado's transportation challenges requires a dedicated, sufficient and guaranteed stream of revenue; and

WHEREAS, a bipartisan, coalition of local elected officials, business leaders, labor unions, environmentalists, transit groups, and community activists have joined together to ask voters to raise the state sales tax by .62 percent, or about six cents on a ten-dollar purchase, for transportation needs; and

WHEREAS, this measure will raise \$767 million in its first year and allow for bonding of \$6 billion for state projects; and

WHEREAS, 40 percent of the new revenue will go to county and municipal governments to address local transportation needs and 15% will go to multi-model transit; and

WHEREAS, Colorado voters will be able to vote on this statewide transportation solution on the November 2018 ballot;

NOW, THEREFORE, be it resolved by the Town Board of the Town of Green Mountain Falls, Colorado, that the Town joins with leaders across the state in endorsing this transportation solution as the right answer to address years of neglect of our state's transportation needs and to address the concerns we have heard from our local citizens.

Adopted this 16th day of October, 2018.

Jane Newberry, Mayor

Attest

Judy A. Egbert, Interim Town Clerk

**Town of Green Mountain Falls, CO
Public Works Department**

**CONSTRUCTION CONTRACT
PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA)**

CONTRACT NUMBER:	18-120
SUBJECT MATTER:	BELVIDERE AVENUE IMPROVMENTS PROJECT
TOWN DEPARTMENT:	PUBLIC WORKS
CONTRACTOR:	Vendor: KIEWIT INFRASTRUCTURE COMPANY Address: 160 INVERNESS DRIVE WEST, SUITE 110 City, State, Zip: ENGLEWOOD, CO 80112 Phone: 303-979-9330 email: Christopher.Krumwiede@kiewit.com
EFFECTIVE DATE:	DATE APPROVED BY PPRTA BOARD
EXPIRATION DATE:	UPON COMPLETION

THIS CONTRACT, entered into on the date set forth below, is made by and between the **TOWN OF GREEN MOUNTAIN FALLS, COLORADO ("TOWN")**, the **PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA)** and **KIEWIT INFRASTRUCTURE COMPANY**, ("**CONTRACTOR**").

WHEREAS, a bid has been received by the **TOWN** for the construction of the project, and it has been recommended that a **CONTRACT** for said project be made and entered into with the above-named **CONTRACTOR** under the above stated contract number; and

WHEREAS, the **CONTRACTOR** is willing, qualified and able to perform all of the contract work in accordance with the contract documents and its bid; and

WHEREAS, the **TOWN** and the **PPRTA** desire to purchase and receive from **CONTRACTOR** all materials, labor, equipment and supplies necessary or incidental to the project described in **Appendices A & B**; and

WHEREAS, **CONTRACTOR** is an individual or entity qualified and able to provide the type of labor and materials required for the project described in **Appendices A & B**; and

WHEREAS, the parties to this **CONTRACT** desire to reduce to written terms the manner and conditions under which labor and materials will be provided and compensated.

NOW, THEREFORE, in consideration of the above, in consideration of the compensation to be paid the **CONTRACTOR**, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this **CONTRACT**, the **TOWN**, the **PPRTA** and **CONTRACTOR** agree as follows:

SECTION 1. SCOPE OF WORK

The **TOWN** and the **PPRTA** agree to retain **CONTRACTOR** and **CONTRACTOR** agrees to furnish all labor, tools and materials necessary to complete the project described in **Appendices A & B**.

SECTION 2. CONTRACTOR'S RESPONSIBILITIES

- 2.1 **CONTRACTOR** shall adhere to all terms and conditions set forth in **Appendix C**, the General Conditions of the Contract attached to this **CONTRACT** and incorporated by reference.
- 2.2 All issues or questions of **CONTRACTOR** about this **CONTRACT** arising during the term of this **CONTRACT** shall be addressed to the designated **TOWN** Representative identified in Section 3 below.
- 2.3 **CONTRACTOR** shall attend meetings and submit reports, plans, drawings and specifications as required in **Appendices A & B** shall be reasonably available to the **TOWN** Representative to respond to any issues that may arise during the term of this **CONTRACT**.
- 2.4 All employees, agents, representatives and subcontractors of **CONTRACTOR** who will have significant responsibility for performance of this **CONTRACT** shall be identified to and be subject to approval by the **TOWN** Representative prior to the commencement of any work by these individuals.
- 2.5 **CONTRACTOR** shall perform all work under this **CONTRACT** in a good workmanlike manner and in accordance with generally recognized practices and standards of the construction industry and to the reasonable satisfaction of the **TOWN**.
- 2.6 **CONTRACTOR** represents, warrants and covenants that the prices, charges and/or fees set forth in this **CONTRACT** (on the whole) are at least as favorable as the prices, charges and/or fees **CONTRACTOR** charges (on the whole) to other of its customers or clients for the same or substantially similar products or services provided under the same or substantially similar circumstances, terms and conditions.
- 2.7 If **CONTRACTOR** agrees or contracts with other customers or clients similarly situated during the term of this **CONTRACT**, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), **CONTRACTOR** hereby agrees that it will reduce the prices, charges and/or fees charged to the **TOWN** and paid for with **PPRTA** funds with respect to the products or services hereunder to the most favorable rates received by those other customers or clients.

SECTION 3. TOWN'S RESPONSIBILITIES

The **TOWN** Representative is (**JASON WELLS, INTERIM TOWN MANAGER, 719-684-9414**). The **TOWN** Representative shall have authority to transmit instructions, receive information and documents and resolve any issues arising out of the performance of this **CONTRACT**. The **TOWN** Representative shall provide **CONTRACTOR** with the identity of an alternate contact person in the event the **TOWN** Representative is unavailable to respond to **CONTRACTOR'S** inquiries.

SECTION 4. TIME OF PERFORMANCE AND DELAY

Time is of the essence for this **CONTRACT**. **CONTRACTOR'S** time of performance shall commence as stated in the General Conditions of Contract unless the time of performance is extended by mutual written agreement of the parties or the **CONTRACT** is otherwise terminated in accordance with Section 13 below, or until the expiration date specified on the first page of this **CONTRACT**, whichever comes first.

SECTION 5. COMPENSATION

The **PPRTA** agrees to compensate **CONTRACTOR** as set forth in this Section for labor and materials supplied in accordance with this **CONTRACT**.

- 5.1 The **PPRTA** agrees to pay the **CONTRACTOR** for the complete and satisfactory performance of services under this **CONTRACT** in the following Not to Exceed amount, subject to the **PPRTA'S** annual budgeting and appropriation:

TOTAL CONTRACT SUM NOT TO EXCEED:

\$191,636.00

ONE HUNDRED NINETY-ONE THOUSAND, SIX HUNDRED THIRTY-SIX AND.....00/100 DOLLARS

SEE APPENDIX D - PURCHASE ORDER # _____

Retainage on work performed during the term of the Contract Progress Payments and the Final Payment to the **CONTRACTOR** are dealt with in Article VIII of the General Conditions of the Contract.

The amount and terms of compensation referenced above shall not be modified except in accordance with Section 18 below.

If a resolution of the problem cannot be achieved, the dispute will be resolved in accordance with Article XVIII of the General Conditions of the Contract. During the term of any dispute resolution, payment of **CONTRACTOR'S** invoice or statement may be withheld by the **PPRTA**.

- 5.2 Unless otherwise agreed upon in writing by the **TOWN**, **CONTRACTOR** shall be solely responsible for compensation of third parties, including subcontractors, consultants and suppliers, which are retained at the request of **CONTRACTOR** to perform this **CONTRACT**. Such third parties shall not be considered third-party beneficiaries to this **CONTRACT**.
- 5.3 No payment made under this **CONTRACT** shall be conclusive evidence of the performance of this **CONTRACT**, either in whole or in part, and no payment, including final payment, shall be construed to be a consent on the part of the **TOWN** and the **PPRTA** to accept unsatisfactory or deficient work.

SECTION 6. FUNDING AVAILABILITY

- 6.1 On November 2, 2004, the voters of El Paso County, Colorado approved a ballot measure for a one (1%) percent sales tax to pay for certain transportation improvement projects throughout the City of Colorado Springs, CO and El Paso County, CO to be funded from the sales tax revenue generated for the Pikes Peak Rural Transportation Authority (**PPRTA**) projects. This amount is equal to or in excess of the contract sum of this **CONTRACT**.
- 6.2 Financial obligations of the **PPRTA** payable after the current fiscal year are contingent on appropriation or budgeting of funds for those obligations. Should the performance of this **CONTRACT** continue past the current fiscal year, **CONTRACTOR** shall not commence any work in the new fiscal year, unless **CONTRACTOR** is notified by the **TOWN** in writing that sufficient funds are available for continuance of **CONTRACTOR'S** performance under this **CONTRACT** into the new fiscal year.
- 6.3 Any renewal of this **CONTRACT** is contingent upon available funding and satisfactory performance by the **CONTRACTOR**, as determined by the **TOWN** and the **PPRTA**. It shall be the **CONTRACTOR'S** responsibility to provide the **TOWN** Representative all requested **CONTRACT** changes and/or price adjustments at least ninety (90) days prior to the expiration of the

CONTRACT or **CONTRACT** renewal date. After review by the **TOWN** of the **CONTRACTOR'S** requested changes or price adjustments, the **TOWN** will enter into negotiations with the **CONTRACTOR** to determine if the requested **CONTRACT** changes and/or price adjustments are acceptable to the **TOWN** and the **PPRTA**. Negotiations must be completed ninety (90) days prior to expiration of the **CONTRACT** or **CONTRACT** renewal date. Failure of the **TOWN**, the **PPRTA** and the **CONTRACTOR** to agree upon the terms and conditions for the renewal may result in resolicitation of the goods or services covered by the original **CONTRACT**. Continued performance by the **CONTRACTOR** outside of the **CONTRACT** term will be at the **CONTRACTOR'S** risk.

SECTION 7. INDEPENDENT CONTRACTOR

CONTRACTOR is rendering services as an independent contractor, not as an employee, and shall be accountable to the **TOWN** for the ultimate results of its actions, but shall not be subject to the direct supervision and control of the **TOWN**, except as otherwise provided herein. Neither **CONTRACTOR** nor any agent, employee, or servant of **CONTRACTOR** shall be or shall be deemed to be an employee, agent, or servant of the **TOWN**. **CONTRACTOR** shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and the subcontractors, during the performance of this **CONTRACT**.

SECTION 8. INSURANCE

- 8.1 During the entire term of this **CONTRACT**, **CONTRACTOR** shall maintain, at its own expense, insurance in the amounts and classification identified in **Appendix C**.
- 8.2 In addition to certificates of insurance, the **CONTRACTOR** shall also furnish a copy of its insurance policy to the **TOWN** prior to the performance of this **CONTRACT**. The **TOWN** and the **PPRTA** shall be named as an additional insured on all policies of liability insurance.

SECTION 9. INDEMNIFICATION

To the extent authorized by law, the **CONTRACTOR** shall defend, indemnify and hold the **TOWN** and the **PPRTA** free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to the **CONTRACTOR'S** intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this **CONTRACT** and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the **TOWN** and the **PPRTA** pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

SECTION 10. AUDIT AND INSPECTION

- 10.1 **CONTRACTOR** shall at all times during the term of this **CONTRACT** maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this **CONTRACT**, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or **TOWN** personnel, or such independent auditors or accountants as are designated by the **TOWN**.
- 10.2 **CONTRACTOR** shall permit the **TOWN** Representative or other authorized Federal, State or **TOWN** personnel, at any reasonable time, to inspect, transcribe or copy any and all data, notes,

records, documents and files of the work **CONTRACTOR** is performing in relation to this **CONTRACT**.

SECTION 11. OWNERSHIP

- 11.1 All data, plans, reports, notes and documents provided to or prepared by **CONTRACTOR** in performance of this **CONTRACT** shall become the property of the **TOWN** upon payment under this **CONTRACT**, and shall be delivered to the **TOWN** Representative.
- 11.2 Except as provided in Section 10 above, all such documents shall remain confidential and shall not be made available by **CONTRACTOR** to any individual or entity without the consent of the **TOWN** Representative.
- 11.3 If the **CONTRACTOR** deems any documents submitted by **CONTRACTOR** to the **TOWN** under this **CONTRACT** confidential business data, trade secrets, or data not otherwise subject to public disclosure, **CONTRACTOR** shall clearly mark the documents as "Confidential" prior to delivering or making them available to the **TOWN**. If the **TOWN** receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the **CONTRACTOR** of such request; *provided, however*, that if any action is commenced against the **TOWN** under the Colorado Public (Open) Records Act or otherwise seeking to compel production or disclosure of the documents, **CONTRACTOR** or any other person asserting the confidentiality privilege of such documents shall immediately intervene in such action, and whether or not such intervention is permitted, shall defend, indemnify and hold **TOWN** harmless from any costs, damages, penalties or other consequences of **TOWN'S** refusal to disclose or produce such documents.

SECTION 12. DISPUTES

- 12.1 Any dispute concerning the performance of this **CONTRACT** that is not resolved by mutual agreement of the parties shall be resolved in the manner described in Article XVIII. Disputes & Litigation of the General Conditions of the Contract. The disputing party must provide written notice to the Procurement & Contracts Director within seven (7) working days from the date the dispute was known or should have been known. The written notice must provide the following information: 1) contract number; 2) cause of the dispute; 3) contract language in dispute, if any; 4) amount of dollars in controversy, if any.
- 12.2 **CONTRACTOR** shall not cease performance of this **CONTRACT** during the term of the dispute resolution process unless the parties mutually agree in writing that performance may be suspended.

SECTION 13. SUSPENSION AND TERMINATION

Suspension and termination of the **CONTRACT** shall be dealt with as described in Articles VII and XV respectively of the General Conditions of the Contract.

SECTION 14. RIGHTS OF THIRD PARTIES

This **CONTRACT** does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this **CONTRACT**, to claim any damages or to bring any legal action or other proceeding against the **TOWN**, the **PPRTA** or **CONTRACTOR** for any breach or other failure to perform this **CONTRACT**.

SECTION 15. ASSIGNMENT/SUBCONTRACTS

CONTRACTOR shall not assign its interest in this **CONTRACT** or subcontract any of the work to be performed under this **CONTRACT** without the prior written consent of the **TOWN** and the **PPRTA**.

SECTION 16. APPLICABLE LAW

The laws, rules and regulations of the State of Colorado, El Paso County, Colorado, and the policies and rules and regulations of the Pikes Peak Rural Transportation Authority shall be applicable in the enforcement, interpretation and execution of this **CONTRACT**. The parties to this **CONTRACT** understand and agree that, in the event of any litigation which may arise between the parties under the **CONTRACT**, jurisdiction and venue shall lie in the Fourth Judicial District of El Paso County, Colorado.

SECTION 17. CHANGES OR MODIFICATIONS

- 17.1 No modification, amendment, notation, change or other alteration of this **CONTRACT** shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this **CONTRACT**.
- 17.2 No change order resulting in an increase to the contract price set forth in Section 5 above shall be executed or effective unless the increase is approved by the **TOWN** and **PPRTA**, and the additional funds have been appropriated or otherwise made available. **CONTRACTOR** shall prepare a cost calculation for the additional costs and submit it to the **TOWN** Representative prior to approval of any change order.
- 17.3 The **TOWN** Representative then may arrange for a change order, confirming with **CONTRACTOR** that funds have been appropriated or made available to cover the additional costs.

SECTION 18. JOINT VENTURE

If the **CONTRACTOR** is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the **TOWN** for the performance of all duties and obligations of the **CONTRACTOR** which are set forth in the **CONTRACT**.

SECTION 19. SEVERABILITY

If any section, subsection, clause or phrase of this **CONTRACT** is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this **CONTRACT**.

SECTION 20. CONFLICT OF TERMS IN THE CONTRACT DOCUMENTS

In the event there is found any conflict in any of the terms between the **TOWN'S** contract documents and the **CONTRACTOR'S** contract documents, the parties understand and agree that the terms contained in the **TOWN'S** contract documents shall be controlling and shall take precedence over any conflicting terms found in the contract documents.

Further, if there are any conflicting terms as between the **TOWN'S** contract and the **TOWN'S** Purchase Order or any other **TOWN** documents which are included as a part of the contract documents, those terms which the **TOWN** deems most favorable toward the protection of the **TOWN** and the goals of the **CONTRACT** shall be deemed to control and take precedence over any conflicting contract terms. The conflicting contract terms may be deleted at the **TOWN'S** sole discretion.

In the event that one of the **TOWN'S** contract documents contains a word, statement, or clause which is not contained in any other of the **TOWN'S** contract documents nor in those of the **CONTRACTOR'S** contract documents, the parties understand and agree that such word, statement or clause shall be included as a part of the contract terms at the sole discretion of the **TOWN**.

Finally, in the event that there is found in the **CONTRACTOR'S** contract documents a word, statement or clause not contained in the **TOWN'S** contract documents and which the **TOWN**, in its sole

discretion, wishes to delete from the contract terms, the parties understand and agree that the **TOWN** shall have the discretion to include or delete such word, statement or clause from the contract terms.

SECTION 21. ENTIRE CONTRACT

This **CONTRACT**, including attached **Appendices**, constitutes the entire understanding of the parties. At the time of execution of this **CONTRACT**, there are no other terms, conditions, requirements or obligations affecting this **CONTRACT** which are not specifically set forth herein.

SECTION 22. APPENDICES

The following appendices are attached to and made a part of this **CONTRACT**:

- Appendix A: **IFB No.: 18-120 and TWO (2) ADDENDA**
- Appendix B: **CONTRACTOR'S RESPONSE 9/20/18, CLARIFICATION DATED 9/25/18**
- Appendix C: **GENERAL CONDITIONS OF CONTRACT**
- Appendix D: **PURCHASE ORDER/INSURANCE CERTIFICATES**

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** on the _____ day of _____, 2018.

TOWN OF GREEN MOUNTAIN FALLS

KIEWIT INFRASTRUCTURE COMPANY

BY: _____
BOARD OF TRUSTEES

BY: _____
AUTHORIZED REPRESENTATIVE

**PIKES PEAK RURAL TRANSPORTATION
AUTHORITY BOARD OF DIRECTORS**

BY: _____
CHAIR, BOARD OF DIRECTORS

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2018-09

AN ORDINANCE ADDING A NEW SUBSECTION 10 TO SECTION 4-127 OF GREEN MOUNTAIN FALLS MUNICIPAL CODE TO ADDRESS THE PROCUREMENT OF SPECIAL SERVICES OR PRODUCTS

WHEREAS, the Board of Trustees desires to amend the Town's procurement provisions to allow the Board of Trustees to procure services and products without following the Town's formal quotation process when the services to be rendered or the products to be provided, due to the specialized skill or product delivered by a single person or entity, the timing of the Town's need, or other unique circumstances as determined by the Board of Trustees, render the formal bidding process to not be in the Town's best interest.

BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO:

Section 1. A new subsection 10 is hereby added to the Green Mountain Falls Municipal Code to read as follows:

For purchases of services or products that involve a matter of specialized skill, goods, or knowledge that one person or company is uniquely positioned to provide, the Board of Trustees reserves the right to waive the provisions of this section by a majority vote of the Board members present. The person or company may be in such a unique position due its specialized skills or products, the timing of the Town's need for such services or products, or other unique circumstances as determined by the Board of Trustees.

Section 2. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. This Ordinance shall become effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the 16th day of October, 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the ____ day of _____, 2018.

Jane Newberry, Mayor

ATTEST:

Judy Egbert, Interim Town Clerk

APPROVED AS TO FORM:

Jefferson Parker, Town Attorney

Published in the Pike Peaks Courier, _____ 2018.

BOARD OF TRUSTEES AGENDA MEMO

DATE: 10/9/18	AGENDA NO 4.e.	SUBJECT: Hotel/Restaurant License Renewal for Mucky Duck
Presented by: Jane Newberry, Mayor		

Recommend action:

Approve renewal.

Background:

Amily Biedelman-Almy d/b/a Mucky Duck Restaurant and Catering has applied for renewal of its Hotel/Restaurant Liquor License. The application materials are complete and the fee paid.

This renewal does not present any situation appropriate for the Board to take any action other than renew. There have been no license violations or financial/management changes to the business.

Issue Before the Board

Does the Board wish to renew this license?

Alternatives

- Renew the license as requested.
- Do not renew the license and seek legal advice.

Conclusion

The Board, in its role as the Local Licensing Authority, is tasked with actions in accordance with the Colorado Liquor Code. If violations occur, the LLA's responsibility is to deal with that immediately and separately from renewal. Given that this licensee meets all the criteria for renewal, the Board would be negligent in its obligation if it did not renew the license.



AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

PRIMARY APPLICANT

I, Amily Lynn Beidelman-Almy swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- 1. I am a United States citizen.
- 2. I am not a United States citizen, but I am a Permanent Resident of the United States.
- 3. I am not a United States citizen, but I am lawfully present in the United States pursuant to Federal law.

If you are not a United States citizen, enter your Alien Registration Number.

- A# _____

SPOUSE, IF MARRIED

I, Denison Wells Almy, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- 1. I am a United States citizen.
- 2. I am not a United States citizen, but I am a Permanent Resident of the United States.
- 3. I am not a United States citizen, but I am lawfully present in the United States pursuant to Federal law.

If you are not a United States citizen, enter your Alien Registration Number.

- A# _____

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Primary Applicant Signature 	Date 10/9/18
Spouse Signature 	Date 10/9/18

Submit to Local Licensing Authority

Fees Due		
Renewal Fee		
Storage Permit	\$100 X _____	\$
Additional Optional Premise Hotel & Restaurant	\$100 X _____	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
Amount Due/Paid		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor or 3.2 License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <i>Amily Lyn Beidelman-Almy</i>		Doing Business As Name (DBA) <i>Mucky Duck Restaurant & Catering</i>		
Liquor License # <i>42-86713-0000</i>	License Type <i>Hotel & Restaurant</i>	Sales Tax License # <i>04286713-0000</i>	Expiration Date <i>11/1/2018</i>	Due Date <i>10/31/2018 9/17/18</i>
Business Address <i>10530 Ute Pass Avenue, Green Mtn Falls, Co 80819</i>				Phone Number <i>719-684-2008</i>
Mailing Address <i>PO Box 184, Green Mtn Falls, Co 80819</i>			Email <i>amily.beidelman.almy@gmail.com</i>	
Operating Manager <i>Amily Beidelman</i>	Date of Birth <i>10/20/74</i>	Home Address <i>1500 Sutherland Creek Rd, Manitou Springs, Co 80829</i>	Phone Number <i>719-684-2008</i>	
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <i>12/31/2019</i>				
2. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Affirmation & Consent				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.				
Type or Print Name of Applicant/Authorized Agent of Business <i>Amily Beidelman - Almy</i>				Title <i>Owner</i>
Signature <i>[Signature]</i>				Date <i>10/8/2018</i>
Report & Approval of City or County Licensing Authority				
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.				
Local Licensing Authority For				Date
Signature		Title		Attest

BOARD OF TRUSTEES AGENDA MEMO

DATE: 10/9/18	AGENDA NO 5.a.	SUBJECT:
Presented by: Judy A. Egbert, Interim town Clerk		Resolution No. 2018-19, Adopting Personnel Policies

Recommend action:

Review and discuss changes directed by the Board. Determine further changes if desired, or adopt the document.

Background:

This draft is provided to you with changes directed at your last meeting. Specifically:

- Use of a PTO bank instead of vacation, sick, and bereavement leaves.
- Implementation of leave accruals and accrual cap.
- Specification that PTO is not payable at separation.
- Editing the holiday section to accommodate employees who are required to work on holidays.

The document before you includes these changes. I have provided it with the “track changes” shown so you can easily spot what’s changed. Jeff Parker has also reviewed the document and added a language change also. My edits are visible in red, and his in blue.

Issue Before the Board

Does the Board wish to adopt the policy?

Alternatives

- Adopt the Resolution and policy as presented.
- Adopt the Resolution and policy with changes.
- Do not adopt the Resolution and further direct staff.

Conclusion

As we move forward in the hiring process of a Town Clerk/Treasurer, having a functional policy is critical. An employee handbook should always be considered for revision in response to changing laws and best practices, and adopting this policy today doesn’t preclude this Board or a future Board from continuing to consider improvements.

RESOLUTION NO. 2018-19

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, APPROVING AND ADOPTING A REVISED EMPLOYEE HANDBOOK

WHEREAS, the Board of Trustees has determined that it is necessary to adopt a revised Employee Handbook;

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

Section 1. The document attached as Exhibit A, entitled Employee Handbook, is hereby approved and adopted.

INTRODUCED, READ and PASSED this 16th day of October 2018.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Judy Egbert, Town Clerk



Employee Handbook

Adopted through Resolution No. 2018-1~~9~~²
Presented for Adoption October 16, 2018

THIS EMPLOYEE HANDBOOK IS DESIGNED TO ACQUAINT EMPLOYEES WITH THE TOWN OF GREEN MOUNTAIN FALLS AND SOME INFORMATION ABOUT WORKING HERE. THE HANDBOOK IS NOT ALL INCLUSIVE BUT IS INTENDED TO PROVIDE EMPLOYEES WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION REPLACES ANY PREVIOUSLY ISSUED EDITIONS OF THE EMPLOYEE HANDBOOK OR PERSONNEL POLICIES OR PROCEDURES.

NEITHER THE EMPLOYEE NOR THE TOWN IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A FIXED PERIOD OF TIME. EMPLOYMENT WITH THE TOWN IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON. THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION. NO REPRESENTATIVE OF THE TOWN, OTHER THAN THE TOWN BOARD OR THE TOWN MANAGER HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN BOARD OR TOWN MANAGER AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE TOWN RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET, OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

EMPLOYEE HANDBOOK

Town of Green Mountain Falls

Adopted by Resolution No. 2018-12, August 7, 2018

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Town of Green Mountain Falls, Colorado

Employee Handbook

EMPLOYMENT

Equal Employment Opportunity/Unlawful Harassment

The Town is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age 40 and over, race, sex, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law. This prohibition includes unlawful harassment based on any of these protected classes. Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. This policy applies to all employees, including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

ADA and Religious Accommodation

The Town will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town or cause a direct threat to health or safety. The Town will make reasonable accommodation for employees whose work requirements interfere with a religious belief, unless doing so poses undue hardship on the Town. Employees needing such accommodation are instructed to contact their supervisor or the Town Manager immediately.

Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth.

Employees who are otherwise qualified for a position may request a reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from her health care provider detailing the medical advisability of the reasonable accommodation. Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact the Town Manager.

The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for a reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required

to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

Sexual Harassment

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

Submission to such conduct is made explicitly or implicitly a term or condition of employment.

Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.

Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to conduct themselves in a professional and businesslike manner at all times. Conduct that may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

Written form, such as cartoons, posters, calendars, notes, letters, e-mails.

Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping, or questions about another's sex life, or repeated unwanted requests for dates.

Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on the protected classes listed above, including sexual harassment, please use the following complaint procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the Town Manager or the Town Clerk who will investigate the matter and take corrective action. Your complaint will be kept as confidential as possible.

The Town prohibits retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. If you believe there has been a violation of our EEO or retaliation standard, please follow the complaint procedure outlined above.

If the Town determines an employee's behavior is in violation of this policy, disciplinary action will be taken, up to, and including termination of employment.

CHAPTER I GENERAL PROVISIONS

Introduction

The Board of Trustees is made up of elected officials with the authority to govern the municipal functions of the Statutory Town of Green Mountain Falls. To that end, the use of the term “Town” in this document refers to the municipal function served by the incorporated entity known as the Town of Green Mountain Falls.

This Employee Handbook has been adopted by the Board of Trustees of Green Mountain Falls and will be in full force and effect until such time as it is amended or repealed.

Please read this Employee Handbook. If you have questions that are not answered in the subject matter below, please contact the Town Manager.

Purpose

The purpose of this Handbook is to explain the Town's personnel management and administration so as to recruit, select, develop and maintain an effective, efficient and responsive work force. The Handbook includes policies for salary administration, retirement, benefits, grievance, discipline, discharge and other administrative, personnel-related activities.

Organizational structure & authority

As prescribed by Colorado statutes, the legislative, corporate and policy-making functions of the Town are vested in the Board of Trustees. The Board specifically delegates to the Town Manager the authority and responsibility to work with specific departments and to assist department personnel in establishing objectives and priorities for that specific department. The Board of Trustees approves the Town budget, which may determine the classifications and numbers of employees in each Department.

While the Board of Trustees establishes general personnel policies, the Town Manager has complete authority to employ, dismiss, suspend, or discipline all employees on a day to day basis, with the following exceptions: The Municipal Court Judge, the Town Attorney, and the Town Clerk may only be appointed or discharged by the Board of Trustees. Although the Town Clerk is appointed and discharged by the Board of Trustees, the Town Manager is responsible for day to day oversight and communications. . The Board of Trustees has sole authority to hire and fire the Town Manager, subject to any terms in a written agreement.

Coverage of policies, duties, obligations, job descriptions

These policies apply to all employees of the Town, including full-time, part-time, salaried and hourly employees. In the event that the Town delegates a portion of its management and/or operation to another agency, this Handbook establish the minimum standards.

All Town employees, other than those mentioned above, serve at the discretion of the Town Manager. Employees are expected to meet all expectations in order to retain their employment status with the Town. The expectations include, but are not limited to, satisfactorily accomplishing the Town adopted job description requirements, any State or Federal requirements, working a schedule of hours required by the Town Manager, working to the Town Manager's satisfaction during all of those hours scheduled and successfully completing tasks required by the Town Manager, cooperating with other staff, Board Members, citizens and guests, working in a healthy physical and mental condition, free of alcohol consumption and adverse effects of drugs, and acting in an ethical manner by adhering to Town ethical standards at all times. Employees may choose to leave their employment at any time, and the Town reserves the right to terminate any employee at any time, with or without cause, notice or a hearing.

Dissemination

Each person, upon employment by the Town, shall be furnished a copy of this Employee Handbook and shall sign an acknowledgement of receipt and understanding, which will be placed in the personnel file of each employee.

CHAPTER II CLASSIFICATION OF EMPLOYEES

General provisions

Employees are generally classified into one of several categories listed below. Employees will be hired in compliance with Fair Labor Standards Act ("FLSA") exempt salaried or FLSA non-exempt hourly employment standards.

Full-time employee

A full-time employee is an employee who has been hired to work and who is normally required to work at least thirty (30) hours per week for the entire year. All provisions of this Handbook apply to all employees, although full-time compensation and benefits are only offered to full-time employees.

Part-time employee

A part-time employee is an employee who has been hired to work fewer than thirty (30) hours per week. Part-time employees are not entitled to any benefits offered by the Town except worker's compensation and unemployment compensation benefits provided by law.

Marshal's Department personnel

In addition to all provisions of this personnel policy, employees of the Green Mountain Falls Marshal's Department shall be governed by all policies and procedures specific to the Marshal's Department. All Marshal's Department employees shall be informed of all procedures and policies

applicable to that position upon being hired. The Marshal's Department Reservists shall also be governed by the Reserve Program Rules and Regulations Manual. All Marshal's department employees shall receive and sign for the Marshal's Department Procedures and Policies Manual as well as this Employee Handbook.

Volunteers

Volunteers are governed by the policies and procedures as set forth in this Handbook, but they are not eligible for any benefits or compensation.

Temporary Employee

A Temporary Employee is an employee who has been appointed for a limited and specified period, either full- or part-time, and receives no compensation or benefits other than pay for services performed. All such arrangements shall be confirmed in writing by the Town Manager.

CHAPTER III EMPLOYEE RELATIONS / RESIDENCY / EXAMINATIONS AND TESTING

Employment of Relatives

In the event two employees marry or form a civil union and one of the following situations applies, the Town will try to arrange a transfer of one or both employees:

- One spouse or civil union member directly or indirectly supervises the other spouse or civil union member
- One spouse or civil union member audits, verifies, receives or is entrusted with money received or handled by the other spouse or civil union member;
- Either spouse or civil union member works in a department that handles confidential matters, including payroll and personnel records

If no such transfer is available, one of the employees must terminate employment with the Town within 90 days from date of marriage or the registration of the civil union. The decision as to which employee resigns will be left to the two employees.

In addition, job applicants in a familial relationship with a current employee may be denied employment. This includes, without limitation: spouse, father, mother, son, daughter, sibling, grandparent, grandchild, uncle, aunt, nephew, niece, father-in-law, mother-in-law, son-in-law-daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, half-brother, half-sister, and first cousin, or any member of the employee's household.

Romantic Relationships

If a romantic relationship develops between two people at work where one is in a supervisory position over the other, both parties are responsible for reporting the relationship to the Town

Manager. Such relationships can be disruptive to the work environment, create a conflict of interest or the appearance of a conflict of interest, and lead to complaints of favoritism, discrimination, or sexual harassment. Steps may be taken to change the work relationship to avoid any conflict of interest.

Residency Requirements

Employees of the Town of Green Mountain Falls are encouraged to live in the Town or within the Ute Pass area. If an employee does not live within the limits of the Town of Green Mountain Falls, geographic considerations (the distance of an employee's residence from the Town of Green Mountain Falls) or difficulty in traveling from the employee's home to Green Mountain Falls for any reason, including inclement weather or lack of transportation, will not constitute justifiable reasons for failure to report for duty as assigned or expected. The Town reserves the right to establish special residency requirements for specific positions based on the requirement for quick emergency response or other factors.

Examinations/Evaluations – Medical, Psychological, Alcohol, Drug/Chemical Dependency, Polygraphs

The Town has a zero tolerance for alcohol or drug use by employees while on the job. Under certain circumstances, a current employee may be required to undergo medical, psychological, alcohol, drug dependency or polygraph examination and evaluation at a facility selected by the Town. The purpose of such an examination is to determine the applicant's fitness and ability to perform the required work.

Testing procedures and standards will be determined by the laboratory conducting the testing and analysis in regard to sample identification, chain of custody, testing and analysis.

Drug and Alcohol Testing for Individuals with Commercial Driver's Licenses (CDL)

Drug testing policies for CDL drivers and other employees driving as part of their employment with the Town may be set forth in a separate policy.

CHAPTER IV WORK SCHEDULE

Work Week

The work week for all employees shall begin on Sunday at 12:00 midnight and end on the next Saturday at 11:59 p.m.

Scheduling

The Town Manager will determine the arrival and departure times for the employees of each department to achieve maximum effectiveness.

Employees who work an eight-hour day schedule are entitled to two fifteen-minute breaks plus a lunch break consisting of ½ or 1 hour, so long as eight hours are worked in one day.

Employees who work part time for four hours per day are entitled to one fifteen-minute break with no lunch break.

Employees who work part time for six hours per day are entitled to one fifteen-minute break and a ½ hour lunch break.

Attendance

Excessive absences or multiple instances of unexcused absences or tardiness may result in disciplinary action and/or termination. An employee who fails to notify his or her supervisor of any absence from work or does not call in within an hour of the expected start time may be the subject of disciplinary action.

Unexcused absences include any non-prearranged time away from work, including, but not limited to:

- Doctor or dentist visits or other appointments for which pre-approved absence is not requested and granted. Employees are expected to arrange personal appointments during non-work time whenever possible.
- Arriving at work late (after scheduled start time) without prior approval.
- Leaving work early (prior to scheduled end time) without prior approval.
- Extended breaks and/or meal periods without prior approval.

Emergency Conditions

All Town facilities are considered open for business, during normal opening times, regardless of weather conditions, fire damage, natural disaster, or other unusual circumstances unless officially designated CLOSED by the Town Manager or the Town Marshal.

When facilities are open: The decision to report to work when unusual conditions prevail shall normally reside with the employee except in the case of designated emergency personnel who shall be expected to report as instructed or scheduled. In the case of both emergency and non-emergency personnel, the Town reserves the right to provide transportation for the employee and to require the employee to report to work. An employee's job description will specify whether a position qualifies as emergency personnel. An employee should ask for clarification if he or she is unsure.

During emergency conditions when Town facilities remain open, all employees will exercise one of the following options:

- 1) Report to work as scheduled – all hours worked during the normal shift shall be paid at the employee's regular rate of pay.

- 2) Charge any time that the employee does not work due to emergency conditions to PTO ~~vacation~~-leave, compensatory time, or leave without pay.

The employee is responsible for contacting the supervisor or the Town Manager if unable to report to work.

When the Town Manager closes Town Facilities due to emergency conditions the following provisions will apply:

- Emergency personnel are expected to report to work as directed or scheduled.
- Non-emergency personnel do not report to work unless specifically requested to do so by their supervisor. All time not worked shall be accounted for as PTO ~~vacation~~-leave, compensatory time, or leave without pay. All personnel that are requested to and do report to work shall be compensated at the regular rate of pay for all normal hours worked and with overtime pay as required by law.

CHAPTER V COMPENSATION

Pay

Employees will be paid based on a bi-weekly pay period.

Salary Ranges

To the extent possible, salary ranges will be established for each classification by the Board of Trustees, upon recommendation from the Town Manager, with reference to comparable positions in local public and/or private nonprofit agencies in accordance with proper program guidelines. These ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class, in providing employee incentive for growth and improved performance, and in rewarding employees for meritorious service.

Continuous Service

Service requirements for salary advancement and for other purposes will be based on continuous service without a break. Leave without pay exceeding thirty calendar days generally will not be counted as continuous service.

Overtime and Compensatory Time

Applicability of Fair Labor Standards Act. The Town of Green Mountain Falls is governed by the provisions of the Fair Labor Standards Act (FLSA) in determination of eligibility for compensatory time and monetary payment for overtime. With this as a consideration, the Town

has the right to determine the employee's work week. This Section of the Handbook applies to non-exempt employees under the FLSA.

Compensatory Time Off in-lieu of Overtime Pay

- Compensatory time off will be given in lieu of overtime pay unless approved in advance by the employee's supervisor.
- Employees shall obtain verbal or written authorization from the Town Manager prior to continuing work into overtime in any given work period. Emergency conditions such as those affecting the public health, safety, and welfare will be taken into consideration, but verbal or written approval from the Town Manager must be obtained prior to working additional hours. Working unauthorized overtime hours may subject an employee to disciplinary action.
- Compensatory time will accumulate up to a maximum accumulation of 40 hours for all non-exempt employees under the FLSA. The employee and the employee's supervisor will coordinate so that this accumulated compensatory time is taken by the employee as soon as possible after it is earned. If an employee works in excess of forty hours in a work week and has reached the maximum accumulation, the employee will receive overtime pay for those hours. Accumulated and un-used compensatory time remaining to the credit of the employee upon separation from employment will be paid out at the employee's hourly rate at the time of separation.

Payroll Deductions

The following deductions are required by law to be withheld from the employees' paycheck:

- Federal and state tax withholdings
- Garnishments and tax levies

Deductions that may be authorized by the employee include:

- Health, dental, and life insurance premiums, as applicable
- Retirement savings

Time Recording

Each non-exempt employee shall complete a time sheet, as provided by the Town, for each work week recording their hours worked during that work week. The time sheet is to be turned in to the supervisor in accordance with a schedule established by the Town Clerk.

Exempt employees are to track exceptions only, such as use and category of any time off, and are not to track the specific number of hours worked on a daily or weekly basis.

CHAPTER VI EMPLOYEE BENEFITS

Policy

Paid holiday, annual ~~PTO~~ ~~vacation~~ benefits, military leave, ~~bereavement~~, jury duty, health insurance, and worker's compensation benefits are granted in full from the first day of eligibility.

Except as may be governed by state law, benefits may be increased, decreased, eliminated, changed or modified from time to time as deemed necessary or appropriate by the Board of Trustees. The Town will make a reasonable effort to provide employees with a minimum of 30 days' notice prior to the effective date of any benefit change.

Official Holidays

The following 13 days are considered paid holidays for all full-time Town employees:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Eve
12. Christmas Day
13. New Year's Eve

Holidays that fall on Saturday will be observed on the preceding Friday (or Thursday if Town Hall is closed on Fridays); holidays that fall on Sunday will be observed on the succeeding Monday. Holidays must be observed as they occur. Holidays may not be accumulated and no compensation for unused holidays will be paid out upon separation. If, for reasons ~~of~~ public health, safety or welfare, a full-time employee must work on a designated holiday, the employee may choose to ~~will~~ either (1) be paid at time and one-half of the employee's regular rate of pay for hours worked during the holiday; or (2) at the employee's regular rate of pay for hours worked during the holiday and in addition receive additional time off equal to the hours worked during the holiday to be used by the employee at a later time. Scheduling use of the additional time off is subject to supervisor

~~approval. have the option of receiving any applicable overtime pay or taking the day off at another time. Scheduling the alternate date is subject to supervisor approval. If~~

In order to receive pay for a designated holiday, an employee must be employed both the scheduled work day immediately preceding and immediately following the holiday. The number of hours paid for the holiday will represent the number of hours the employee would typically be scheduled to work on that day.

Religious Holidays

Employees who desire to attend religious services or observe religious holidays that occur during scheduled work hours must receive approval for the absence in the same manner as for other absences. Employees may use ~~PTO~~ ~~vacation~~ benefits, compensatory time off, or leave without pay for such purposes.

Vacation-Paid Time Off (PTO) Benefits

Accrual

~~Paid Time Off is a benefit that may be used for any purpose. To the extent possible, the employee is expected to request time off through their supervisor using the process implemented by the Town Manager. For unanticipated time off needs, the employee is to notify the supervisor as soon as possible. The Town Manager has full discretion to approve or disapprove requested leave, whether it is anticipated or unanticipated.~~

Full-time employees shall earn annual ~~vacation~~ ~~PTO~~ benefits each year on the basis of accumulated employment as shown below.

First pay period up to Up to 1 year 5 years:	<u>88 hours per year</u>
<u>1 year through 5 years:</u>	<u>176 hours per year</u>
<u>5 years through 10 years:</u>	<u>200 hours per year</u>
<u>10 years through 15 years:</u>	<u>256 hours per year</u>
<u>15+ years</u>	<u>280 hours per year</u>
10 days per year	

~~After 5 years: Add an additional one day for each additional year worked up to a maximum of 20 days per year~~

~~Vacation~~ ~~PTO~~ benefits shall be earned at the rate of 1/26 of the applicable annual allowance per bi-weekly pay period. The rate of accrual is computed from the date of employment, subject to a cap. Employees accrue ~~PTO~~ ~~vacation~~ in hours in proportion to their FTE percentage classification, and will be pro-rated accordingly.

Maximum Accrual

In order to promote an appropriate work-life balance, employees' ~~vacation-PTO~~ benefits accruals are capped at a maximum accrual of ~~two-one~~ years' worth of the employee's normal annual rate of accrual . Once a balance reaches the cap, the employee will cease to accrue additional ~~vacation PTO~~ balance beyond the cap until reducing the accrued balance by taking ~~a scheduled vacation time off~~. Accruals under the cap are on a rolling basis and do not expire.

~~Vacation Scheduling~~

~~Vacation leaves are to be requested in advance by employees and approved by the Town Manager or the employee's supervisor.~~

Payment of ~~Vacation~~ upon Separation

~~PTO accruals are not payable upon separation. Upon separation, the Town shall pay the employee the amount of annual vacation benefits that the employee has accrued. The payments shall be calculated at the employee's regular hourly rate at the time of separation.~~

Health Insurance Benefits

Full-time employees, those who work 30 or more hours per week, are eligible to enroll in the Town's group insurance plans. Full-time employees may also be eligible to enroll their family members in the Town's group insurance plans. Separate additional information will be provided related to specific plans and benefits.

Retirement Benefits

Full-time employees are eligible to participate in the Town's retirement plan. Details, regulations, and schedule of contributions will be explained to the employee prior to the enrollment period.

~~Sick leave benefits~~

~~Purpose & Eligibility~~

~~Full-time employees shall be granted 96 hours of sick leave annually for unscheduled personal reasons, such as illness of the employee or a family member, or personal days off. Sick leave is not earned vacation benefits.~~

Accrual

Full time employees shall accrue sick leave at the rate of 3.69 hours per bi-weekly pay period. Accrual will begin with the date of employment.

Maximum Accrual

Employees' accrued sick leave balance is capped at a maximum accrual of 96 hours. This cap will be pro-rated for full time employees that are less than 1 FTE. Once a balance reaches the cap, the employee will cease to accrue additional sick leave beyond the cap until the accrued balance is reduced. Accruals under the cap are on a rolling basis and do not expire.

Sick leave usage

Sick leave is intended to be used when an employee is not healthy enough to come to work. Prior approval is not required, but the employee should notify his or her immediate supervisor as soon as possible during an absence. Failure to report to work and failure to notify the Town may be construed as an unexcused absence.

Sick leave Abuse

Sick leave is not a vacation benefit and shall not be used for pre-planned purposes not involving a health need. For absences greater than 3 days in duration, the Town may require a letter of explanation from the employee, or an employee's attending physician, in order to return to work.

Sick leave Payment

No compensation for unused sick leave will be paid to an employee upon separation.

Workers Compensation and Work-Related Absence

Any employee who becomes incapable of performing his or her normal duties as the result of injury or illness incurred within the scope of the employee's employment shall be deemed to be on work-related absence as required by law. All employees of the Town shall receive the statutory benefits under the Worker's Compensation Act of Colorado.

Military Leave

Employees will be granted a military leave of absence, reinstated and paid in accordance with state and federal law.

Bereavement Leave

In the event of a death in the immediate family, an employee may receive bereavement leave to attend the funeral for a maximum of 3 working days. If a longer period is required, this must be

~~arranged through the Town Manager and additional time debited from the employee's available vacation or compensatory time off bank.~~

~~Immediate family is defined as: spouse, parent, or step parent, parent in law or step parent in law; child or step child; brother, step brother or brother in law; sister, step sister, sister in law; grandparents, step grandparents or grandparents in law; grandchildren, and/or any family member or unrelated individual residing in the employee's household.~~

Jury Duty

Employees required to serve in court as jurors will receive full normal pay (i.e., straight-time for their normal number of hours worked) for the duration of such duty, with the provision that the employee shall remit all compensation (other than mileage reimbursement) received for this duty to the Town. An employee released from jury duty or from serving as a witness is required to return to work as soon as possible.

Employees must immediately notify the Town Manager or their supervisor when they receive notice of jury duty or other notice to appear in court.

Court Appearances

Employees who are required to appear in court on matters that do not relate directly to their duties in the Town, except for jury duty, shall not be granted court leave. They may be allowed to use accumulated compensatory time, ~~PTO vacation~~ benefits, or leave without pay.

CHAPTER VII UNPAID LEAVE

As a public sector or governmental employer, the Town is covered by the federal Family Medical Leave Act (FMLA). For this reason, the Town has posted an FMLA notice to employees. However, to be eligible to take FMLA leave, an employee must work at a work site with at least 50 employees within 75 miles. Because the Town does not have at least 50 employees, employees are not eligible to take FMLA leave. The Town may, however, allow unpaid leave in certain circumstances with approval by the Town Manager.

Except in the case of workers compensation leaves, an employee requesting unpaid leave will be required to use all accrued paid time off for such absence first. Once the employee's paid leave bank is depleted, unpaid leave may be granted by the Town Manager at his or her discretion.

Advance Notice

An employee must provide at least 30-days advance notice when requesting unpaid leave if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of a family member.

When it is not practicable under the circumstances to provide such advance notice, (e.g., a

premature birth or a medical emergency) such notice must be given no more than two working days after the employee learns of the need of the leave.

The Town Manager may request documentation regarding the need for unpaid leave at reasonable intervals.

Unpaid leave is not intended to continue indefinitely. After an extended period, the Town Manager may declare the position vacant when he/she finds that it is in the best interest of the Town to do so.

CHAPTER VIII HEALTH AND SAFETY

Reporting Accidents and Injuries

All on-the-job injuries must be reported immediately to the injured employee's supervisor, whether or not medical care is needed. The supervisor will assist in the acquisition of medical treatment, if needed or requested by the employee. The supervisor will conduct a brief investigation of the incident to determine causation and to assist in mitigation of future incidents. The supervisor will prepare a written report to the Town Manager.

If, while operating a town-owned vehicle or privately-owned vehicle in the performance of official town duties, an employee is involved in an accident resulting in personal injury or property damage, the employee shall:

1. Notify and report the accident to the appropriate law enforcement officials;
2. Request that all parties remain at the scene of the accident until a law enforcement representative releases them;
3. Report the accident to his/ her supervisor or the Town Manager as soon as possible, but no later than the day after the accident;
4. Refrain from any discussion of the accident with anyone other than the Town Manager, the Town's insurance company or its attorneys, law enforcement or representatives of the employee's own insurance, if the employee's personal vehicle is involved.

If an employee's conduct has resulted in a loss or damage to Town equipment or property, the Town may seek to recover the cost of such loss or damage from the employee.

Worker's Compensation

All employees are entitled to benefits as provided by the Colorado State Worker's Compensation Law for injury or illness arising out of and in the course of Town employment.

Worker's compensation insurance covers only injuries arising out of and in the course of employment as determined by the Town's worker's compensation insurer.

All on-the-job injuries and illnesses must be reported to the employee's supervisor, the Town Manager, or the Town Clerk for filing with the Town's workers compensation insurance company as soon as possible and not later than 24 hours after an occurrence. Failure to report an on-the-job injury or illness could result in a reduction in benefits. A written report of all injury investigations must be made and will be included in the file.

The Town follows a return-to-work policy in accordance with state laws and insurance carrier requirements. As part of these requirements, a medical confirmation of the return-to-work status of the employee will be required prior to returning to work.

Use of Town Vehicles and Property

An employee must possess a valid, appropriate Colorado driver's license to operate a Town-owned vehicle or personally-owned vehicle while on Town business.

Employees with Commercial Drivers Licenses and employees of the Marshal's Department are prohibited from the on- or off-duty use of marijuana, regardless of whether they are impaired or under the apparent influence of marijuana in the workplace because marijuana is a Schedule 1 controlled substance under the Federal Controlled Substance Act, 21 U.S.C. §812, which remains illegal under Federal law.

Operation of a Town-owned vehicle is restricted to official Town business. Any Town property, including vehicles, shall not be used for private purposes. Personal business conducted while an employee is in a Town vehicle shall be restricted to stops requiring no more than a 15-minute break period or a normal lunch period. Such stops shall not result in additional mileage on the vehicle and shall be restricted to "en route" stops.

Use of Private Vehicles

An employee who is authorized by the Town Manager to operate a private vehicle on official Town business will be reimbursed at the Internal Revenue Service's standard mileage rates.

If the employee becomes involved in an accident while operating his or her personal vehicle on Town business, the employee's personal auto insurance coverage is considered to be the primary policy (insurer).

Traffic citations and parking tickets received while operating a vehicle on Town business, whether the vehicle is Town-owned or personally owned, are the responsibility of the employee.

Safety Equipment

The Town may provide safety equipment as it deems necessary and appropriate to employees whose positions require such safety equipment and may make its use mandatory.

Smoking in Town Buildings and Vehicles

Smoking is not permitted by any Town employee in any buildings or vehicles belonging to or owned by the Town. Smoking includes use of e-cigarettes or electronic vaporizing devices and the use of any product that can be used to deliver tobacco, nicotine, or marijuana to the person inhaling from the device.

Reporting to Work While Impaired by Medications

No employee shall report to work, or be at work, if impaired by prescribed or over-the-counter medications. Employees are expected to use prescription and over-the-counter medications in an appropriate manner and dosage and are expected to know whether the appropriate use of such medications may impair their ability to perform their jobs safely and competently.

CHAPTER IX DISCIPLINARY PROCEDURES

The Board of Trustees hereby delegates to the Town Manager the exclusive right to determine the discipline appropriate for each employee's conduct. The Board of Trustees reserves the right to determine discipline for the Town Manager. There is no requirement that disciplinary action be given in any specific or progressive sequence.

Occasionally performance or other behavior falls short of our standards and/or expectations. When this occurs, management takes action, which, in its opinion, seems appropriate.

Disciplinary actions can range from an informal discussion with the employee about the matter to immediate discharge. Action taken by management in an individual case does not establish a precedent in other circumstances.

CHAPTER X TRAINING AND CAREER DEVELOPMENT

Orientation

Each new employee shall be given an orientation to the job and to the policies adopted by the Board of Trustees. Orientation will be given by the employee's supervisor. The Town Manager may permit or direct the attendance of employees at meetings, conferences, or seminars intended to improve skills or knowledge. Acceptance of such training by an employee at reasonable times and with reasonable frequency is a condition of employment.

Training

The Town Manager may release an employee from regular duties with pay during the work day to attend classes in a recognized institution of learning if in his or her opinion such classes contribute to the purposes of the Town and/ or to the attainment of the objectives of the Board of Trustees. Hours in exceeding eight hours per week must be approved in advance by the Town Manager.

Out of Town Travel

Employees who are authorized by the Town Manager to attend meetings, conferences, and schools, etc., and are required to remain away from home overnight may be reimbursed. Reimbursements for all travel expenses must be substantiated by receipts. No employee may be paid for travel between home and the regular work place. No reimbursement shall be made for entertainment, including alcohol purchases. Additional requirements regarding reimbursement and travel rules may be adopted by separate policy.

CHAPTER XI PERFORMANCE EVALUATION

Responsibility

The supervisors and the Town Manager are responsible for evaluating the performance and merit of personnel under their purview.

Form and Frequency

Employee evaluation reports let employees know how the supervisor views their performance, furnishes guidelines to improve that performance, and assists the employee in preparing for advancement. The Town Manager determines the format for evaluations, and full-time employees will generally be evaluated at least annually. An approved increase in pay may follow annually, depending upon Board approval of the Town budget.

Employee evaluations will be kept in the personnel file of that employee. The employee has the right to place in the personnel file a written statement of exception or explanation of the evaluation. The entire contents of the personnel file are considered when decisions concerning promotion, demotion, or disciplinary action are made.

CHAPTER XII EMPLOYEE PERSONNEL RECORDS

Personnel Records and Files

Personnel records are maintained in accordance with established personnel and legal procedures and portions are protected from and subject to public disclosure under the Colorado Open Records Act. Employee records shall be maintained by the Town Clerk.

Review of Personnel Records and Files

Any employee may review his/her personnel file at any time during the normal working hours of the Town Clerk. Employees may receive a copy of any information in their file upon request, unless prohibited by law.

Release of Personnel Information

Employees are encouraged to retain copies of their performance evaluations, since the only information released to prospective employers or for the purposes of establishing credit are dates of employment, full- or part-time status, job titles, and rate of pay. Any other requests for employee information must include a signed release from the employee.

CHAPTER XIII ELECTRONIC MEDIA ACCESS, E-MAIL AND INTERNET USE

Scope

While electronic mail and the Internet have become indispensable workplace communication and research tools, improper usage creates the potential for employer liability.

Purpose

The purpose of this policy is to convey an acceptable use policy regarding the Internet and e-mail services or equipment owned and provided by the Town of Green Mountain Falls. This will ensure that users of e-mail, Internet, voice mail, electronic facsimile (FAX), electronic bulletin boards, and electronic subscription services are aware of privacy/security, application, and legal issues related to their usage. This will also ensure that requests for information stored in the aforementioned formats are complied with in the same manner as requests for information stored in non-electronic formats.

Employee Use of Electronic Media, E-Mail and the Internet

All Electronic Communications Systems and information transmitted by, received from, and stored in these systems is owned or under the custody of the Town of Green Mountain Falls. "Electronic Communications System" is defined as the equipment and electronic messages that are transmitted between two or more computers or electronic terminals, and the messages left on a voice mail system.

An employee has no expectation of privacy in using the Town's Electronic Communications System when transmitting, receiving, or storing information, whether on or over the Internet or by e-mail. The Town of Green Mountain Falls may monitor the system at any time at its discretion by random monitoring or monitoring any suspected improper use. Monitoring may include printing

and reading electronic messages entering, leaving, or being stored in these systems and identifying Internet sites accessed. Electronic messages may be public records, available to the public for inspection upon request.

Data and information about the operations of the Town of Green Mountain Falls and its employees are collected and retained only to satisfy legitimate business purposes or as required by law. Protecting Town information and systems is every employee's responsibility. Town employees share a common interest in ensuring information and systems are not intentionally, accidentally or improperly disclosed, lost or misused.

Care should be taken when using the Electronic Communications System. If the sender of a message on the Electronic Communications System does not intend for the mail to be forwarded, the sender should clearly mark the message "DO NOT FORWARD".

Deliberate unauthorized acts against the Town, including but not limited to misuse, misappropriation, and destruction of information or system resources, and/or the deliberate unauthorized use of software/shareware, may result in disciplinary action.

Town employees have an obligation to use their access to the Internet in a responsible and informed way, conforming to network etiquette, customs and courtesies, and representing the Town in a positive manner. Use of electronic media, e-mail, or the Internet by Town employees constitutes acknowledgement of this policy in whole, whether formally acknowledged or not.

Employees should have no expectation of privacy of electronic messages or information received or sent over the Internet.

Acceptable Use of Electronic Media, the Internet, and E-Mail

The following constitute examples of acceptable use of electronic media, the Internet and e-mail. This list is not all-inclusive:

- To communicate and exchange professional, work-related materials.
- To use for professional society, university association, government advisory or standard activities related to the user's professional capacity.
- To use in applying for or administering grants or contracts for work-related applications, but not for fund raising.
- To use any other administrative communications or activities in direct support of work-related functions.
- To announce new products or services within the scope of work-related applications.
- To access databases or files to obtain work-related reference material or work conduct research.
- To post work-related questions or share work-related information.

Unacceptable Use of Electronic Media, the Internet and E-Mail

The following constitutes unacceptable use of electronic media, the Internet and e-mail:

- The creation, downloading or transmission of any offensive, obscene, or indecent images, data or other material, or any data capable of being resolved into offensive, obscene or indecent images or material, except the transmission of official work-related information. Materials containing unlawful or inappropriate content, when not necessary for conduct of the job.
- The creation or transmission of unsolicited commercial or advertising material either to other user organizations, or to organizations connected to other networks or users.
- Deliberate activities with any of the following characteristics:
 - Corrupting or destroying other users' data
 - Violating the privacy of other users
 - Disrupting the work of other users
 - Introduction of "viruses"
 - Violation of Federal, State or local laws
 - Transmitting threatening or harassing materials.
- Lobbying any government (elected official or agencies) for purposes of supporting or opposing any issues, programs, or projects except as directed by the Town Manager or the Board of Trustees.
- Use of services to gain unlawful access to information, computational, or communication devices or resources.
- Transmission of material in violation of applicable copyright laws or patents.
- Personal use not related to the conduct of work directly on behalf of the Town of Green Mountain Falls, except that incidental personal use may be permitted during non-work hours.
- To misrepresent oneself or the Town of Green Mountain Falls government.
- To express views representing the Town of Green Mountain Falls government without proper authorization.
- Any matters for which the employee has an expectation of personal privacy.

Use of software

The Town of Green Mountain Falls will only allow software that is obtained and licensed by the Town to be stored or executed upon its computers. Programs installed with the intention of protecting municipal devices and peripherals, such as anti-virus software, shall not be removed or disabled.

Any software and software manuals covered under copyright laws or licensed under an agreement prohibiting duplication must not be duplicated, copied, or otherwise used on multiple computers, unless permitted by written agreement with the vendor. Single copies of software shared by multiple computers on a local/wide area network are not permitted unless specifically licensed for

such purpose or unless the Town of Green Mountain Falls wrote the software. Licensed software on municipal computers shall not be downloaded to another computer for execution or for creation of a local copy unless permitted by written agreement of the vendor.

Privacy

Employees should have no expectation of privacy regarding the electronic media. Any information or data contained in any computer owned by the Town of Green Mountain Falls is available to the Town of Green Mountain Falls at all times and may be subject to audit. An employee does not have a right to individual privacy while using the Town of Green Mountain Fall’s computer Electronic Communications System.

Interception

No user may intercept the e-mail of another employee, business or person. No employee may receive e-mail as an agent/employee of the Town without the knowledge and permission of the Town Manager.

Public Records

All electronic communications should be considered a public record and may open to inspection pursuant to the Colorado Open Records Act, C.R.S. § 24-72-201.1, *et seq.*

All requests for public records should be directed to the Town Clerk for processing.

Monitoring

The Town may monitor, with or without consent or knowledge of an employee, e-mail and Internet usage at any time, whether by tracking all users, selecting random users, or tracking employees at the request of the Town Manager or Board of Trustees.

CHAPTER XIV SEPARATION FROM EMPLOYMENT

Termination

Termination of an employee will be made at the discretion of the Town Manager in consultation with the Town attorney.

Resignation

An employee shall provide the Town with written notice no less than two weeks prior to the effective date of the resignation. Unauthorized absence from work for a period of three consecutive working days may result in termination.

Exit Interview

The supervisor or Town Manager may conduct an Exit Interview on each separating employee unless the circumstances of their separation make it impossible to do so. The notes from the Exit Interview will be placed in the employee's Personnel File.

Death

In the case of an employee's death, separation shall be effective as of the date of death. All compensation, ~~including accrued vacation and compensatory time pay~~ shall be paid to the estate of the employee, except for such sums as by law may be paid directly to the surviving spouse.

Final Paycheck

In addition to other remedies available under the law, an employee's final paycheck may be reduced if he or she has not turned in town equipment, tools, keys, or other property belonging to the Town, and/or if the employee owes money to the Town for any reason.

Final paychecks will include payment for any accrued, unused ~~vacation benefits and~~ compensatory time. The separating employee shall leave a forwarding address with the Town Clerk indicating where future correspondence and tax report forms can be mailed.

ACKNOWLEDGMENT OF RECEIPT

I HAVE RECEIVED A COPY OF OUR EMPLOYEE HANDBOOK DATED _____
_____. I UNDERSTAND THAT THE HANDBOOK PROVIDES A SUMMARY OF THE TOWN'S GUIDELINES AND ITS EXPECTATIONS REGARDING MY CONDUCT. I UNDERSTAND I AM TO BECOME FAMILIAR WITH ITS CONTENTS.

I UNDERSTAND THAT, EXCEPT AS MAY BE REQUIRED BY LAW, MY EMPLOYMENT WITH THE TOWN IS AT-WILL. THIS MEANS THAT NEITHER I NOR THE TOWN IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A SPECIFIC PERIOD OF TIME AND THE EMPLOYMENT RELATIONSHIP MAY BE TERMINATED BY ME OR THE TOWN AT ANY TIME, FOR ANY REASON.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE THEY A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

I UNDERSTAND THAT NO REPRESENTATIVE OF THE TOWN OTHER THAN THE TOWN MANAGER HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT OF

EMPLOYMENT FOR ANY SPECIFIED PERIOD AND ANY SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE TOWN MANAGER AND ME. WE HAVE NOT ENTERED INTO SUCH AN AGREEMENT.

FURTHER, I UNDERSTAND THAT THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THE HANDBOOK OR ANY SUPPLEMENT. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE TOWN RESERVES THE RIGHT TO REVISE, DELETE, OR ADD TO ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS, OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

IF I HAVE QUESTIONS REGARDING THIS EMPLOYEE HANDBOOK, OR EMPLOYMENT POLICIES OR BENEFITS I UNDERSTAND THAT I AM ENCOURAGED TO TALK DIRECTLY TO THE TOWN MANAGER.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

Employee Signature

Date

Print name:

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION MEETING
Tuesday, September 25, 2018 – 6:30 P.M.**

MEETING MINUTES

PC Members Present

Vice Chairman Dick Bratton
Commissioner Greg Williamson
Commissioner Rocco Blasi
Chairman Eric Caldwell

PC Members Absent

Commissioner Gerald Irwin

Board of Trustees Members

Mayor Jane Newberry

Secretary

Katharine Guthrie

1. Call to Order/Roll Call

Chairman Eric Caldwell called the meeting to order at 6:36 pm.

2. Additions, Deletions, or Corrections to the Agenda

M/S: Caldwell/Williamson

Motion: Move to accept the agenda as submitted.

Vote: Motion carried. All yea.

3. Approve Minutes of September 11, 2018

M/S: Bratton/Caldwell

Motion: Move to approve the minutes as submitted.

Vote: Motion carried. All yea.

4. Public Input

None

5. New Business

A. Review draft 2018-2024 Capital Improvements Plan (CIP)

Projects for 2019 need to be reviewed and prioritized and added to agenda for next meeting of the Planning Commission (10/9/2018)

B. Frequently Asked Questions (FAQ) for Town website and staff—Building Permits

Include: List of projects that do not require a permit

Clarification of permitting process (perhaps a flow chart)

What projects require a plan review and the process to obtain a plan review

Chairman Caldwell volunteered to work on this project.

5. Old Business

- A. 10565 Foster—Cabin Renovation, Bob Vanmaarth, Contractor. Request to place a new septic system on Town Property (Flagpole Park) Tabled from meeting on 9/11/18.

M/S: Bratton/Caldwell

Motion: Move that we deny the request for a revocable permit on town property.

Vote: Motion carries.

Resolution: Contractor was able to place the new septic system on his own property so there is no need to place it on town property.

- B. GMF Comprehensive Plan

1. Progress Report—GMF Project Manager

Marshal is not to enforce Building Permits. Marshal is authorized to enforce municipal codes specific to GMF. Unpermitted work needs to be reported to Regional Building. Regional Building also enforces contractors licensing. GMF Business Licenses is a joint responsibility of Town Clerk working with the Marshal.

2. Next Steps

2007 Plan Audit—Logan Simpson to do an analysis of the 2007 Comprehensive Plan and how it operates today.

Citizen Survey—Online, Paper, and to be added to GMF facebook page

Logan Simpson is drafting the Overall Vision and will create a second Citizen Survey around the Vision

Joint Town Meeting #2—Visioning (to be scheduled)

6. Correspondence

None

Adjourned: 7:34

Eric Caldwell-Chairman

ATTEST:

Katharine Guthrie-Secretary

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION MEETING
Tuesday, October 9, 2018 – 6:30 P.M.**

MEETING MINUTES

PC Members Present

Mayor Jane Newberry
Vice Chairman Dick Bratton
Commissioner Greg Williamson
Chairman Eric Caldwell

PC Members Absent

Commissioner Gerald Irwin
Commissioner Rocco Blasi

Secretary

Katharine Guthrie

1. Call to Order/Roll Call

Chairman Eric Caldwell called the meeting to order at 6:36 pm.

2. Additions, Deletions, or Corrections to the Agenda

M/S Caldwell/Bratton

Motion: Move to approve as submitted with deletion of Item 5.

Vote: Motion carried. 2:0 (Williamson abstained)

3. Approve Minutes of September 25, 2018

M/S Bratton/Caldwell

Motion: Move to approve minutes as submitted.

Vote: Motion carried. All yea 2:0

4. Public Input

None

5. New Business

None

6. Old Business

a. New Fire Station—Gary Florence

Review of Grading Plan, Drainage Report, Erosion Control Plan, Final Plat

M/S: Caldwell/Williamson

Motion: Move to approve the grading plan, drainage report and erosion control plan as submitted with the condition that it is also approved by Kiowa before construction starts.

Vote: Motion carries. All yea.

Resolution: All applicable fees to be paid in full.

- b. 2019 Capital Improvements Program (CIP)
 Prioritize Projects for 2019 Town Budget Consideration
 - 1. Delete—Construct New Fire Station (listed twice), and Flood Control: Bank stabilization behind motel (FCWFCD Project #27)
 - 2. 2019 Stilling Basins (roadway drainage improvements) PPRTA “A” List
 - 3. 2021 Flood Control-Detention Pond on Crystal Creek, and Flood Control-Replace Bridge-Hotel Street.

- c. Frequently Asked Questions (FAQ) for Town Website
 GMF Submittal requirements for Building Permits and other Permits
M/S: Bratton/Caldwell
Motion: Move that we table Item 6.c Frequently Asked Questions.
Vote: Motion carried. All yea.

- d. GMF Comprehensive Plan—Megan Moore, Logan Simpson Company
 - 1. Overall Process and Schedule (24:00)
 - Task I: Foundation May-September 2018
 - Community Engagement Plan
 - Plan Branding
 - Stakeholder Interviews and Town Tour
 - Plan Audit
 - Town Meeting #1
 - Community Assessment
 - On-Site Validation of Existing Data

 - Task II: Vision and Opportunities October-December 2018
 - Visioning Outreach and Mapping
 - Vision Document
 - Opportunities Analysis
 - Illustrative Land Use Plan
 - Framework Document

 - Task III: Plan Development and Approval January-June 2019
 - Preliminary Plan
 - Strategic Action Plan
 - Adaptive Management and Monitoring Program
 - Public Review of Draft Plan
 - Final Plan and Formal Adoption

 - 2. Preliminary Vision and Supporting Themes
 - “What Do We Love About GMF?”
 - Our Roots (Community Character)
 - “A rustic town that is celebrated for our rich generational history, small community charm, and immediate access to an unmatched trail system.”
 - Includes: Families, downtown, lake, gazebo, arts, “remote” location, but 20 minutes from the city, quiet

“A town that proactively preserves and enhances the aspects of our narrow mountain valley environment, providing residents with a scenic, low-stress lifestyle.”

Includes: Water quality, fire mitigation, flood mitigation, wildlife, scenery, quiet, air quality

Our Economy ((Economic Sustainability)

“A town that promotes economic sustainability through continues support of our home-grown businesses, with expansion of strategic, small-scale, daily services that contributes to our character and resilience.”

Includes: Retail, convenience, wayfinding, parking

Our Development (Growth and Land Use)

“An appropriately-sized, safe community, home to a mix of residential, commercial, recreational, and cultural uses that together, generate a high quality of life.”

Includes: Annexation, land use mix and allocation, growth areas. Development location and character, safety

Our Infrastructure (Community Services and Facilities)

“A town with an efficient, consistent level of public services, with a focus on neighbor helping neighbor.”

Includes: Road maintenance, emergency services, cell service improvements, sewer system investigation, coordination with Colorado Springs Utilities, El Paso and Teller Counties

3. Preliminary Conditions Assessment

4. Citizen Survey—Coordination and Logistics

Online: www.plangmf.com

www.facebook.com/plangreenmountianfalls

www.colorado.gov/greenmountainfalls (coming soon)

TBC: Post to the GMF, Colorado Facebook page

Place hard copies at the post office

Email link and hard copies directly to folks that have signed up previously and on the website

5. Next Steps

a. Final Vision

b. Opportunities

Adjourned: 7:54

Eric Caldwell-Chairman

ATTEST:

Katharine Guthrie-Secretary

Memo to: Mayor and Board of Trustees

From: John R. Pick, Interim Town Manager/Clerk

Date: October 14, 2016

Subject: Management Report

This is the first of a series of weekly reports that I plan to send to you during the period in which I am serving as your Interim Town Manager/Clerk. The purpose of these reports will be to bring you up to date on my activities as well as to brief you on other happenings involving the Town. I hope that you find these reports informative and helpful. If you have any questions or suggestions for items that should be included, please let me know.

1) Meetings with Mayor and Trustees

I devoted quite a bit of my time during my first week attempting to meet with each member of the Board as well as the Mayor. I was successful with a few exceptions. I will continue to attempt to schedule meetings with those Trustees with whom I was unable to meet this week so that I have an opportunity to meet each of you. The purposes of these meetings were to become better acquainted with you as well as to discuss your ideas about what I can do for the Town during my time as Interim Town Manager/Clerk. I appreciate you taking the time to meet with me and your openness in discussing the issues facing the Town.

2) Technical Support and E-Mail

I also met with Scott Sanders to learn more about the Town's computer systems and the arrangement we currently have for e-mail. I was advised that several of our computers may be reaching the end of their useful lives, and that some of them have been creating problems. Scott's input on this matter was helpful as were his thoughts on options that are available to us to improve our e-mail system. I will be discussing these matters with the Board in the future.

3) Meeting with Dick Bratton

At his request, I also met for breakfast with Dick Bratton. Mr. Bratton shared with me his history with the Town as well as his views on a variety of topics involving the Town. Due to his history of involvement with the Town, I found this information very interesting.

4) Meeting with the Town Attorney

I learned that Matt Krob is planning to attend the Board meeting on Tuesday evening and he is also planning to arrive at some point during the day so that he can be available to discuss any issues prior to the meeting. I plan to meet with him then so that we can begin to establish a working relationship.

5) Regional Manager's Meeting

On Wednesday of this week, I attended a meeting in Canon City of some of the City and County Managers in this region. This meeting presented me with an opportunity to establish contact with my peers in this area. These contacts may prove helpful as we look into some of the items with which we will be dealing over the next six months.

5) Meeting with Clay Brown

I have also scheduled a meeting in two weeks with Clay Brown. The primary purpose of this meeting will be to ensure that I understand the requirements of the grant that is helping to fund my position so that I can successfully fulfill those requirements. I am also interested in discussing with Clay the opportunities that may exist in the future for DOLA to provide additional assistance to the Town.

6) Personnel Handbook

During this first week, I began reviewing the draft Personnel Handbook in keeping with the item in my contract to assist with updating the Town's personnel policies. Once I have completed this review, I will conduct further research before reviewing my thoughts with the Board.

7) Budget

Trustee Butts and I met on Thursday to discuss the draft 2017 Town Budget on which he and Trustee Thorne have been working. This meeting was in anticipation of the Public Hearing on the Budget which is scheduled for next Tuesday's Board meeting. At this point, this document is still a work in progress as they continue to make refinements to reflect new information. The plan is to have a draft Budget document posted on the website prior to Tuesday's Public Hearing.

We also established a plan to transition the Budget preparation process to me by the time of the Budget adoption at the December 6 Board meeting. At that meeting, I plan to make a presentation on the final Budget which the Board will be asked to adopt.

8) Thanks

I would like to express my thanks to Renee Price for all of the assistance she has given me during my first week on the job. I believe that we have established an excellent working relationship and her help has been invaluable to me as I become oriented to the community and my new responsibilities.

cc: Renee Price

The Town of Green Mountain Falls Monthly Maintenance Report

August 2018

To the BOT, Staff and Citizens of GMF

Parks:

Green Box's Swings installed their Musical Swings that brought many visitors to the Town. Maintained Park Restrooms, Bear Trash, Pump station, outlet grate weekly, and as needed. On August 9th we had 17 youths on vacation from Donovan County, Kansas volunteer a couple hours clearing Cadamount Creek of branches and trash. They have completed Community Service about 10 years ago. With focus on road repairs that have taken all our time due to July's Hail Storm, mowing operations began on August 23 at parks with no sod. Grass around lake and Geese Repellent went on as Scheduled.

Public Works:

Green Box's Swings installed their Musical Swings that brought many visitors to the Town. Maintained Park Restrooms, Bear Trash, Pump station, outlet grate weekly, and as needed. On August 9th we had 17 youths on vacation from Donovan County, Kansas volunteer a couple hours clearing Cadamount Creek of branches and trash. They have offered Community Service about 10 years ago. With focus on road repairs that have taken all our time due to July's Hail Storm, mowing operations began on August 23 at parks with no sod. Grass around lake and Geese Repellent went on as Scheduled.

Roads:

From the 1st – 14th, the road crews of Lazy H Excavating were given access to our equipment, fuel and lubricants needed to start their operations. LTAP contacted our office to fill one spot for their Road Scholars Grading Course in Durango on the 27th-31st. Bought new Batteries for the CAT 420D Backhoe on the 13th. Rain the evening of the 14th Ruined all Culverts and Roads finished and ready for MAG on the 15th. Collaborated with Wilson & Company over Bridge Repairs, and a couple other large Projects. New Grader Front Tires were installed on the 20th.

1st- Ongoing work on the 6 plugged Culverts, currently the priority.

2nd- Dug out Cadamount & Grandview Culvert with Russ, both of Foster's Culverts that run under Ute Pass Avenue, Foster at Howard, and started to clear out the culvert at Ann at Olathe. Hauled Road Base to Iona to repair the start of Iona.

3rd- After signing the road crew's time log, Russ and I drove to priority culverts making our assessments. Joseph, one of our temp workers started at 11am, and we went to Ann & Olathe's culvert finally opening it up at 6pm. We then diagnosed the Water Truck's Passenger Door Latch.

6th- Drove roads making assessments. Dug out sediment blocking carport at 10940 Belvidere. Back dragged and Graded Kansas Ave with Skid. Begun digging out muddy culvert at Olathe and Ute Pass Ave.

7th- Brought Backhoe to dig sediment from culverts at Ann, Cadamount, then Olathe at Ute Pass Ave.

8th- Assessed Spruce, Aspen, and Iona/Falls. Worked on multiple culverts at Falls Ave, Foster, Olathe, Cadamount, Ann. Assessed the bridge that is the access to Midland Ave.

9th- Built up Hondo with sediment piled on Belvidere. Used Backhoe at Ann, Cadamount, Foster and Ann. Back dragged Hondo and built up ditches near Colorado and Denver. Drove roads with Jason Wells and Chris Quinn.

10th- Hauled dirt from shop to Foster, and from Belvidere. Cleared more piles from Belvidere Building up Foster.

13th- Picked up and installed new batteries for our Backhoe. Assisted Black Hills Energy to repair Gas Line on Howard St. hit with grader.

14th- Dug out culvert on Cottage St. and opened smashed culvert at the end of Falls Ave. Cleared out the Culvert at the bottom of Illinois. Built up Douglas Way and Douglas Place. Built up and Back Dragged Boulder St. RAIN!!!!

15th- With Lazy H Excavating finished on the 14th, and that night's rain, I Graded for the first time, Iona, Cottage, Falls, Cadamount, Ora and Grandview. Back Dragged/Graded with Skid Foster, Kansas, Iona and Midland.

16th- Ride around with Andre showing him the several critical projects. Started filling Lake Street's Bad Drainage ditch with Wrip Wrap. Back Dragged/Graded Cadamount, Ora and parts of Grandview. Rolled Cadamount, Ora and parts of Grandview.

17th- Watered, Graded, Back dragged and Rolled El Paso Trail.

20th- Ordered more Diesel Fuel. Cleared 11000 Belvederes driveway again from the blocking sediment. Graded Douglas Way, Douglas Place and Hotel. New Front Tires were installed on the 140G Grader.

21st- Took CDL written test at the DMV in Colorado Springs. Cleaned up dirt off paved roads. Rained this evening.

22nd- Assessed roads after last night rain. Graded El Paso Ave, Spruce, Mnt Ln, Aspen. Skid dragged and rolled above roads.

23rd- Assessed road conditions and Midland Bridge. Filled in ditch at end of Belvidere.

24th- Built up, Graded and Rolled Hotel, Douglas Way and Douglas Place. Ride around with Jason and Andre.

27th- Road Scholar Class in Durango!

30th- Field Training Day!

31st- Field Training Day! Received Grader Certificate!

Maintenance Report:

To the BOT and Staff
Public Works Department
Danny Vanderhoef
719-684-7850

The Town of Green Mountain Falls Monthly Maintenance Report

September 2018

To the BOT, Staff and Citizens of GMF

Parks:

The large gap on the gazebo side of the bridge was temporarily fixed, until Dave can pour a concrete pad for a more permanent fix under the brick. Saving the town money by using the couple month old playground mulch to fill the lake playground to the proper amount. New swings and correct hardware have been ordered and expect the delivery early next month. Seasonal Residents continue to shove large amounts of household trash into the bear trash containers, causing the 55gl barrels to overflow. Possibly Single Bear Proof Trash cans with locked lids are a more effective alternative, as many Colorado outdoors destinations use.

Public Works:

Our water trucks starter went bad on the 21st and was fixed by D.T.I. on the 26th. Several other Large Equipment repairs are needed before next spring.

Roads:

Roads are finally getting the attention needed, and again rescheduled the MAG Chloride Application to October 3rd & 10th. Culverts and Sediment piles will be a priority once the roads are pristine.

4th- Drove and assessed all roads. Built up Foster, Graded Illinois and Foster.

5th- Graded all Foster, Illinois, Colorado, Ann, Grandview, Cadamount, Florence and Town Hall.

6th- Back dragged Illinois, Foster and Town Hall. Rolled Foster and Town Hall

7th- Worked on the badly clogged culvert at Iona, and cleared sediment wash out from Iona onto Belvidere. Placed the piles of sediment across Ute Pass Ave, by the Post office and down the ally behind the restaurants.

10th- Graded, cleaned up and Rolled Howard St, Hondo, Denver and Kansas Ave.

11th- Graded Spruce, Aspen, and Mountain Ave.

12th- Cleaned up and back dragged Mountain Ave, Aspen, Spruce. Graded and cleaned up Grant St.

13th- Watered and Rolled Spruce, Aspen, Mountain Ave and Grant.

14th- Graded, Watered, cleaned up and Rolled Iona, Cottage and Falls.

17th- Drove all roads and finished anything left from the 14th

18th- Watered Mountain Ave, Garfield/Mt Esther, Boulder. Built up Boulders East Ridge along the 1st two cabins. Watered again Garfield and Boulder. Graded Boulder, Mountain Ave, and Garfield. Used Skid to clean up and Rolled all above roads.

19th- Watered, Graded, cleaned up and Rolled Illinois.

20th- Watered Zones 1 & 2 well for upcoming MAG.

21st- Drove Zone 4 to prepare for road work. Water Trucks Starter failed, D.T.I. made the service call and did the diagnosis.

24th- Cleared Awning for the County's Sand/Salt Mix. Places Wrip Wrap at Pine & Aspen to slow water exiting culvert.

25th- Graded Spruce and Pine

26th- Cleaned up with Skid and Rolled Spruce to Pine. Hauled Sediment from Belvidere to the top of Foster. Hauled Road Base from the shop to spread over Sediment. Cleaned up with the Skid and Rolled.

27th- Watered, Graded, Cleaned up Foster, Howard and Hondo.

28th- Watered, cleaned up with skid and Rolled Foster, Howard and Hondo. Removed Boulders from Town Hall.

Maintenance Report:

**To the BOT and Staff
Public Works Department
Danny Vanderhoef
719-684-7850**

The Town of



Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819 (719) 684-9414, www.gmfco.us

To: Mayor and Board of Trustees
From: Judy A. Egbert, Interim Town Clerk
Re: Town Clerk Report
Date: October 9, 2018

Routine activities continuing

- Gazebo rentals
- Payroll
- Accounts payable
- Agenda packet preparation
- Meeting management
- Legal notices and postings

Audit

The auditor spent the day on-site on October 2. The process has started, and will require a significant amount of staff time to reach completion.

Election

Ballots will be in the mail by the time of this meeting.

Human Resources

The Town Manager and I conducted preliminary interviews with three Clerk/Treasurer applicants on October 3. We determined that two would be brought forward for assessment by the Board. The Board will be conducting final interviews for Clerk/Treasurer at a special meeting on October 16. Next steps will be determined at that time.

Ongoing revisions to the employee handbook have been completed and the document is on your agenda tonight.

There is still work to be done to establish appropriate in-processing/onboarding procedures. Also pending is developing and implementing a system for employee payroll and benefits data tracking.

Open enrollment plans are underway for the employee health insurance program.

Website

Other than routine updates, no new activity has been done in this area due to lack of available time. Content continues to be monitored and added as time allows. There is still work needed to:

- Post 2018 Planning Commission agendas/packets/minutes.
- Add a page for recently-adopted ordinances and resolutions
- Optimize the site for use by small screens.

Records Management

No additional work has been conducted in this area since the last report. There is still work to be done in reviewing critical record series (agenda packets, minutes, ordinances, and resolutions) and ensuring that these are appropriately archived and made available to the public.

Electronic files continue to improve slowly and as time allows.

Court

No activity this period. The next court date is January 2.

Planning Commission support

The temporary process in place continues to work as well as is possible given the limited staff time available. Processes continue to be developed that can be implemented once full time staff is hired.

Codification

The Code of Ordinances show current as of December 2016. Just by chance, I discovered that there are ordinances adopted prior to that time that are not included. I'll be conducting an extensive review to determine the needs, then sending adopted ordinances out for supplementation.

Getting this supplement in place will bring our Code up to date. There remains the need for extensive review and update of the code in its entirety, and that will remain on the unmet needs list.

Insurance Renewals

Annual renewal applications have been submitted for CIRSA and CEBT health insurance benefit plans.

Near-term actions needed (after November election)

- Committee appointments
- The topic of how the Board handles citizen comment during meetings has been brought to my attention. I see ways to improve this to make meetings more efficient and ensure that comments are fully recognized and any future actions followed through. I recommend that the Board discuss this at a future meeting or workshop, with the timing of this at the Board's discretion.

Unmet needs

- Staff support to Planning Commission (meeting management, communication link with Board).
- Events process review
- Code revisions