



Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda

10615 Green Mountain Falls Road

7:00 p.m.

Tuesday, December 4, 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 November 20, 2018
 - b. Bring Into Record Bills Run December 4, 2018
4. NEW BUSINESS
 - a. Oath Of Office, Town Clerk/Treasurer Laura Kotewa
 - b. Introduction Of Ordinance No. 2018-10, An Ordinance Adding A New Section 11-51 To The Green Mountain Falls Municipal Code To Address The Installation Of Improvements In Public Rights-Of-Way
 - c. Introduction Of Ordinance No. 2018-11, An Ordinance Of The Green Mountain Falls, Colorado, Approving A Cable Franchise Agreement Between The Town And Comcast Of Colorado/Pennsylvania/West Virginia, LLC, To Operate A Cable System In The Town Pursuant To The Terms Of Such Cable Franchise Agreement
 - d. Andre Brackin Proposed Scope of Work NRCS Emergency Watershed Protection Program Grant
 - e. Acceptance of Grant EIAF E-001 Green Mountain Falls Emergency Flood Infrastructure Repair
5. OLD BUSINESS
 - a. Budget Public Hearing
 - b. Resolution No. 2018-20, A Resolution Summarizing Expenditures And Revenues For Each Fund And Adopting A Budget For The Town Of Green Mountain Falls Colorado, For The Calendar Year Beginning On The First Day Of January 2019, And Ending On The Last Day Of December 2019
 - c. Resolution No. 2018-21, A Resolution Levying General Property Taxes For The Year 2019, To Help Defray The Costs Of Government For The Town Of Green Mountain Falls, Colorado, For The 2018 Budget Year
 - d. Resolution No. 2018-22, A Resolution Appropriating Sums Of Money To The Various Funds And Spending Agencies, In The Amount And For The Purpose As

Set Forth Below, For The Town Of Green Mountain Falls, Colorado, For The 2019 Budget Year

- e. Resolution No. 2018-23, A Resolution Naming Appointments To Committees, Commissions, And Outside Agencies For Terms In Calendar Year 2018
 - f. Public Hearing and Final Adoption, Ordinance No. 2018-10, An Ordinance Adopting By Reference The Revised 2017 Pikes Peak Regional Building Code and Amending Section 18-1 of the Green Mountain Falls Municipal Code Accordingly
6. PUBLIC INPUT: 3 Minutes per speaker
7. CORRESPONDENCE - None.
8. REPORTS
- a. Trustees
 - b. Town Manager
 - c. Town Clerk
 - d. Marshal
9. EXECUTIVE SESSIONS
- a. 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
 - b. Pursuant to C.R.S § 24-6-402(b) for the purpose of receiving legal advice regarding implementation of the lodging occupation tax
10. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
November 20, 2018 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Chris Quinn
Trustee Katharine Guthrie
Trustee Margaret Peterson (arrived 7:12)

Board Members Absent

Trustee Tyler Stevens

Town Attorney

Not present

Interim Town Manager

Jason Wells

Public Works

Not present

Interim Town Clerk

Judy Egbert

Marshal's Dept.

Virgil Hodges

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

Mayor Newberry called the meeting to order at 7:04 p.m. The Pledge of Allegiance was recited.

2. Additions, Deletions, or Corrections to the Agenda

Mayor Newberry moved, seconded by Trustee Guthrie, to approve the agenda as presented. The motion carried unanimously.

3. Consent Agenda

- a. Approve Board of Trustees Special Meeting Minutes November 6, 2018
- b. Approve Board of Trustee Regular Meeting Minutes November 6, 2018
- c. Bring Into Record Bills Run November 20, 2018

Mayor Newberry moved, seconded by Trustee Guthrie, to approve the consent agenda as presented. The motion carried unanimously.

4. New Business

a. Intent to Participate, El Paso County Multi-Jurisdictional Hazard Mitigation Plan

Trustee Quinn moved, seconded by Trustee Guthrie, to approve the intent to participate as presented. The motion carried unanimously.

5. OLD BUSINESS – None.

6. PUBLIC INPUT – 3 Minutes Per Speaker

Dick Bratton invited everyone to the Tree Lighting Festival on November 24.

Note: Trustee Peterson arrived at 7:12 p.m. at this point in the meeting.

Mr. Bratton also noted that there is a Comprehensive Plan Town Hall meeting on December 11 at 6:00 p.m.

Felipe Nardo, Reserve Officer, reported on Shop With A Cop event. Kids are paired with an officer who takes them to McDonalds for breakfast and Wal Mart for shopping. Donations are being accepted.

Lisa Huizenega spoke regarding the lodging occupation tax, saying that her understanding was that the \$4.50 fee was per facility rather than per room.

7. CORRESPONDENCE:

a. Planning Commission Minutes November 13, 2018

The Board acknowledged the minutes as presented.

8. REPORTS

a. Trustees

Trustee Guthrie reported that she had been asked by citizens for clarification of the lodging occupation tax. The Board noted that motels pay a higher property tax rate. The \$4.50 per occupied room per night applies equally to short term rentals and motels.

Mr. Wells reviewed the process that lead up to calculating the rate and ordinance language. The ballot question allows "up to" \$4.50, while the adopted ordinance specifies \$4.50. The Board could potentially lower the rate by ordinance. Changing the structure of the fee applied per occupied room per night would require an election change.

Trustee Peterson encouraged support of the Shop With A Cop program.

Mayor Newberry reported that CUSP forest mitigation is continuing.

b. Town Manager

Mr. Wells reviewed his report. He added that any potential reduction to the lodging occupation fee should be considered in reducing revenues during the upcoming budget adoption.

c. Town Clerk

Ms. Egbert reported that Laura Kotewa has accepted the job offer for the Town Clerk/Treasurer position and will be sworn in at the next meeting.

She asked the Board's desire regarding the regular meeting that would fall on January 1. The Board asked to tentatively cancel that meeting, pending agenda needs.

d. Marshal. No report

9. Adjournment

Meeting adjourned at 8:08 p.m.

Mayor Jane Newberry

Judy A. Egbert

DRAFT

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2018 - 10

AN ORDINANCE ADDING A NEW SECTION 11-51 TO THE GREEN MOUNTAIN FALLS MUNICIPAL CODE TO ADDRESS THE INSTALLATION OF IMPROVEMENTS IN PUBLIC RIGHTS-OF-WAY

WHEREAS, the Board of Trustees desires to amend the Town's requirements for installing improvements in Town rights-of-way to minimize the impact to such public areas.

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

Section 1. A new Section 11-51 is hereby added to the Green Mountain Falls Municipal Code to read as follows:

Sec. 11-51. - Location and Relocation of Facilities in Rights-of-Way.

(a) The location of any person's facilities in or under any street, sidewalk, curb, gutter, curbside, alley or other public place shall be subject to the prior approval of the Town, shall be located to maximize the potential use of the right of way, minimize interference with the Town's use and facilities, and conform to requirements of Town standards and specifications.

(b) The Town recognizes that it is within its police power municipality to preserve the physical integrity of its rights-of-way, control the orderly flow of vehicles and pedestrians, and efficiently manage the gas, electric, water, cable, broadband, telephone, and other facilities that are placed within its public rights-of-way. It is the Town's policy to efficiently use public rights of way for a variety of infrastructure and utilities in order to provide public services; advance the Town's goal of increasing opportunities for access to traffic control, communication, and broadband services; limit the frequency of street closures and cutting of public streets; and reduce road degradation caused by repeated boring and trenching of public rights of way. To this end, the Town requires all persons proposing work under this Chapter that involves directional boring or open trenching within a public right of way extending more than 100 feet in length to collocate and install Town conduit simultaneously with the work proposed. The Town will review all permit applications in a competitively neutral manner and make all permit decisions based on substantial evidence. The Town may, upon initial review of the permit application, determine that the proposed work does not demonstrate a need for collocation of Town infrastructure.

(c) For any work that requires collocation of Town conduit, the Town shall, as a condition of the issuance of the permit or continued validity of a permit, require the permittee to install Town conduit with tracer wire and associated infrastructure, as identified by the Town, concurrent with the installation of the permittee's infrastructure. The requirement for the permittee to

install Town conduit with tracer wire and the associated infrastructure shall be completed after the Town has reviewed and approved all estimated costs associated with the co-location of the Town conduit. The permittee shall install the Town conduit with tracer wire adjacent to the permittee's infrastructure and within the same bore or trench alignment. The Town will bear all costs associated with the Town conduit, pull boxes, and all other materials and infrastructure to be installed and the incremental increased costs incurred by the permittee (or its contractor or subcontractor) that are reasonably and directly attributable to the required colocation of Town conduit, materials and infrastructure.

(d) When a colocation of Town conduit is required, this completion inspection shall include physical verification of the installed Town conduit. The permittee may be required to submit signed as-built documentation of the Town's conduit to the Town at the Town's request.

(e) If at any time the Town requests the permittee to relocate its facilities in order to allow the Town to make any use of rights-of-way, or if at any time it shall become necessary or convenient to move or change the permittee's facilities within or adjacent to streets or rights of ways in any manner, either temporarily or permanently, because of a change in the grade or by reason of the improving, repairing, constructing, or maintaining of any street or rights of way, by reason of traffic conditions, public safety, by reason of installation of any type of Town utility facilities or other improvement, or by reason of any program from the undergrounding of such facilities, the Town shall notify the permittee at least ninety (90) days in advance, except in the case of emergencies, of the Town's intention to perform or have such work performed. The permittee shall thereupon, at its sole cost and expense, accomplish the necessary relocation, removal, or change within a reasonable time from the date of the notification, but in no event later than three (3) working days prior to the date the Town has notified the permittee that it intends to commence its work or immediately in the case of emergencies. Upon the permittee's failure to accomplish such work, the Town may perform such work at the permittee's expense and the permittee shall reimburse the Town within thirty (30) days after receipt of a written invoice. Following relocation, all affected property shall be restored to, at a minimum, the condition which existed prior to construction by the permittee at the permittee's expense, and revised as-built plans submitted to the Town.

(f) The Town may require the relocation of facilities which are not installed in the approved location or corridor.

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 4th day of December 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.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2018 - 11

**AN ORDINANCE OF THE GREEN MOUNTAIN FALLS, COLORADO,
APPROVING A CABLE FRANCHISE AGREEMENT BETWEEN THE
TOWN AND COMCAST OF COLORADO/PENNSYLVANIA/WEST
VIRGINIA, LLC, TO OPERATE A CABLE SYSTEM IN THE TOWN
PURSUANT TO THE TERMS OF SUCH CABLE FRANCHISE
AGREEMENT**

WHEREAS, Comcast of Colorado/Pennsylvania/West Virginia, LLC (“Comcast”), has held a franchise and has been operating a cable system in the Town;

WHEREAS, pursuant to 47 U.S.C., Sec. 546(h), the Town may renew a cable franchise with a cable operator after affording the public adequate notice and opportunity for comment;

WHEREAS, the Town has considered Comcast’s performance and technical, financial and legal ability to provide the services, facilities and equipment to meet the future cable-related community needs and interests; and

WHEREAS, on _____, 2018, the Board of Trustees held a properly-noticed public hearing to consider adoption of the proposed cable franchise agreement and accepted public comment on the same.

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

Section 1. The Cable Franchise Agreement between the Town of Green Mountain Falls and Comcast, attached hereto and incorporated herein as **Exhibit A**, is hereby approved, and Comcast is hereby granted a franchise to operate a cable system in the Town pursuant to the terms of such Cable Franchise Agreement. The Mayor is hereby authorized to execute the same.

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 be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the ____ day of _____,

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:

Jeff Parker, Town Attorney

Published in the Pike Peaks Courier, _____ 2018.

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the Town of Green Mountain Falls, a Colorado municipality (hereinafter, “Town”) and Comcast of Colorado/Pennsylvania/West Virginia, LLC (hereinafter, “Grantee”).

The Town, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the “Cable Act”), unless otherwise defined herein.

1.1. “Applicable Law” means any statute, ordinance, judicial decision, executive order or regulation having the force and effect of law that determines the legal standing of a case or issue.

1.2. “Cable System” means any facility, including Grantee’s, consisting of a set of closed transmissions paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Right-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the federal Communications Act (47 U.S.C. 201 et seq.), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) (47 U.S.C. 541(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with federal statutes; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

1.3. “Customer” means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee’s express permission.

1.4. “FCC” means the Federal Communications Commission, or successor governmental entity thereto.

1.5. “Franchise Area” means the present legal boundaries of the Town as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.6. “Gross Revenue” means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles. Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

1.7. “Person” means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.8. “Public Way” means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.9. “Video Service Provider” or “VSP” means any entity using the public rights-of-way to provide Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used; including cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 2 - Grant of Authority

2.1. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise authorizing the Grantee to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair,

replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.1.1. Subject to federal and state preemption, the provisions of this Franchise constitute a valid and enforceable contract between the parties. The material terms and conditions contained in this Franchise may not be unilaterally altered by the Franchising Authority through subsequent amendment to any ordinance, rule, regulation, or other enactment of the Franchising Authority, except in the lawful exercise of the Franchising Authority's police power.

2.1.2. Notwithstanding any other provision of this Franchise, Grantee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be fifteen (15) years, commencing on _____ (the "Effective Date"), unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended. Should the Franchise Agreement expire without a mutually agreed upon renewed Franchise Agreement and Grantee and Town are engaged in an informal or formal renewal process, the Franchise shall continue on a month-to-month basis, with the same terms and conditions as provided in the Franchise, and the Grantee and Town shall continue to comply with all obligations and duties under the Franchise.

2.4. Reservation of Authority. Grantee's rights hereunder are subject to the police powers of the Franchise Authority to adopt and enforce ordinances necessary to the safety, health, and welfare of the public, and Grantee agrees to comply with all laws and ordinances of general applicability enacted, or hereafter enacted, by the Franchise Authority or any other legally constituted governmental unit having lawful jurisdiction over the subject matter hereof. The Franchise Authority shall have the right to adopt, from time to time, such ordinances as may be deemed necessary in the exercise of its police power; provided that such hereinafter enacted ordinances shall be reasonable and not materially modify the terms of this Franchise. Any conflict between the provisions of this Franchise and any other present or future lawful exercise of the Town's police powers shall be resolved in favor of the latter.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all generally applicable permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than fourteen (14) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee in the same manner as other users of the Public Way.

3.2.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than fourteen (14) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not

unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as Customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project in the same manner as other users of the Public Way.

3.3. Reimbursement of Grantee Costs. Grantee specifically reserves any rights it may have under Applicable Law for reimbursement of costs related to undergrounding or relocation of the Cable System and nothing herein shall be construed as a waiver of such rights.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile and the residential dwelling unit is within one (1) mile of the existing Cable System. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 150 feet of the Grantee's distribution cable.

The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose on a Customer an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of Video Programming services.

4.3. No Discrimination. The Grantee shall not discriminate or permit discrimination between or among any Persons in the availability of Cable Services or other services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least fourteen (14) business days written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the Customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other Video Service Provider providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due sixty (60) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.2. Franchise Fees Subject to Audit.

7.2.1. Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not

reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding Customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during normal business hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat information disclosed by the Grantee and designated as "confidential," "trade secret" or "proprietary" as such and only to disclose such information to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable

federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, Customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection but not copying or removal by the Town’s representative. In the event that the Franchising Authority has in its possession and receives a request under a state “sunshine,” public records, or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 8 – Transfer of Cable System or Franchise or Control of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of fifty one percent (51%) or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (A) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (B) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken final action on the Grantee’s request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

SECTION 9 - Insurance and Indemnity

9.1. **Insurance.** Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance with policy endorsements designating the Franchising Authority and its officers, boards, commissions, elected officials, agents, volunteers, and employees as additional insureds. Grantee shall demonstrate to the Franchise Authority that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority.

The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

9.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within fourteen (14) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Grantee shall not be obligated to indemnify the Town to the extent of the Town's negligence or willful misconduct.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 85 channels of Video Programming with satisfactory reception available to its Customers in the Franchise Area.

10.2. Service to School Buildings. The Grantee shall provide free "Basic" Cable Service and free installation at one outlet to each state accredited K-12 public and private school, not including "home schools," located in the Franchise Area within 125 feet of the Grantee's distribution cable.

10.3. Service to Governmental and Institutional Facilities. The Grantee shall provide free "Basic" Cable Service and free installation at one outlet to each municipal building located in the Franchise Area within 125 feet of the Grantee's distribution cable. "Municipal buildings" are those buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed. Such obligation to provide free Basic Cable Service shall not extend to areas of Municipal buildings where the Grantee would normally enter into a commercial contract to provide such Cable Service (*e.g.*, golf courses, airport restaurants and concourses, and recreation center work out facilities). Such Cable Service shall not be located in public waiting areas or used to entertain the public nor shall they be used in a way that might violate copyright laws.

10.4. The Town acknowledges that the provision of one outlet of Basic Service to all Town owned and occupied buildings and schools reflects a voluntary initiative on the part of the Grantee and is exempt from Section 7.1 of this Franchise Agreement. Grantee does not waive any rights it may have regarding complimentary services under federal law

or regulation. Subject to Applicable Law, should Grantee elect to offset governmental complimentary services against Franchise Fees, Grantee shall first provide the Town with ninety (90) days' prior written notice.

SECTION 11 - Enforcement and Termination of Franchise

11.1. Procedure for Remedying Franchise Violations

11.1.1. If the Town reasonably believes that Grantee has failed to perform any obligation under this Franchise or has failed to perform in a timely manner, the Town shall notify Grantee in writing, stating with reasonable specificity the nature of the alleged default. Grantee shall have thirty (30) days from the receipt of such notice to:

- (1) respond to the Town, contesting the Town's assertion that a default has occurred, and requesting a meeting in accordance with subsection (B), below;
- (2) cure the default; or,
- (3) notify the Town that Grantee cannot cure the default within the thirty (30) days, because of the nature of the default. In the event the default cannot be cured within thirty (30) days, Grantee shall promptly take all reasonable steps to cure the default and notify the Town in writing and in detail as to the exact steps that will be taken and the projected completion date. In such case, the Town may set a meeting in accordance with subsection (B) below to determine whether additional time beyond the thirty (30) days specified above is indeed needed, and whether Grantee's proposed completion schedule and steps are reasonable.

11.1.2. If Grantee does not cure the alleged default within the cure period stated above, or by the projected completion date under subsection 11.1.1(3), or denies the default and requests a meeting in accordance with 11.1.1(1), or the Town orders a meeting in accordance with subsection 11.1.1(3), the Town shall set a meeting to investigate said issues or the existence of the alleged default. The Town shall notify Grantee of the meeting in writing and such meeting shall take place no less than thirty (30) days after Grantee's receipt of notice of the meeting. At the meeting, Grantee shall be provided an opportunity to be heard and to present evidence in its defense.

11.1.3. If, after the meeting, the Town determines that a default exists, the Town shall order Grantee to correct or remedy the default or breach within fifteen (15) days or within such other reasonable time frame as the Town shall determine. In the event Grantee does not cure within such time to the Town's reasonable satisfaction, the Town may:

(1) Recommend the revocation of this Franchise pursuant to the procedures in subsection 11.2; or,

(2) Recommend any other legal or equitable remedy available under this Franchise or any Applicable Law.

11.1.4. The determination as to whether a violation of this Franchise has occurred shall be within the discretion of the Town, provided that any such final determination may be subject to appeal to a court of competent jurisdiction under Applicable Law.

11.2. Revocation

11.2.1. In addition to revocation in accordance with other provisions of this Franchise, the Town may revoke this Franchise and rescind all rights and privileges associated with this Franchise in the following circumstances, each of which represents a material breach of this Franchise:

(1) If Grantee fails to perform any material obligation under this Franchise or under any other agreement, ordinance or document regarding the Town and Grantee;

(2) If Grantee willfully fails for more than forty-eight (48) hours to provide continuous and uninterrupted Cable Service;

(3) If Grantee attempts to evade any material provision of this Franchise or to practice any fraud or deceit upon the Town or Subscribers; or

(4) If Grantee becomes insolvent, or if there is an assignment for the benefit of Grantee's creditors;

(5) If Grantee makes a material misrepresentation of fact in the application for or negotiation of this Franchise.

11.2.2. Following the procedures set forth in subsection 11.1 and prior to forfeiture or termination of the Franchise, the Town shall give written notice to the Grantee of its intent to revoke the Franchise and set a date for a revocation proceeding. The notice shall set forth the exact nature of the noncompliance.

11.2.3. Any proceeding under the paragraph above shall be conducted by the Town Board of Trustees and open to the public. Grantee shall be afforded at least forty-five (45) days prior written notice of such proceeding.

(1) At such proceeding, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to

introduce evidence, and to question witnesses. A complete verbatim record and transcript shall be made of such proceeding and the cost shall be shared equally between the parties. The Town Board of Trustees shall hear any Persons people interested in the revocation, and shall allow Grantee, in particular, an opportunity to state its position on the matter.

(2) Within ninety (90) days after the hearing, the Town Board of Trustees shall determine whether to revoke the Franchise and declare that the Franchise is revoked or if the breach at issue is capable of being cured by Grantee, direct Grantee to take appropriate remedial action within the time and in the manner and on the terms and conditions that the Town Board of Trustees determines are reasonable under the circumstances. If the Town determines that the Franchise is to be revoked, the Town shall set forth the reasons for such a decision and shall transmit a copy of the decision to the Grantee. Grantee shall be bound by the Town's decision to revoke the Franchise unless it appeals the decision to a court of competent jurisdiction within fifteen (15) days of the date of the decision.

(3) Grantee shall be entitled to such relief as the Court may deem appropriate.

(4) The Town Board of Trustees may at its sole discretion take any lawful action which it deems appropriate to enforce the Town's rights under the Franchise in lieu of revocation of the Franchise.

11.3. Procedures in the Event of Termination or Revocation

11.3.1. If this Franchise expires without renewal after completion of all processes available under this Franchise and federal law or is otherwise lawfully terminated or revoked, the Town may, subject to Applicable Law:

(1) Allow Grantee to maintain and operate its Cable System on a month-to-month basis or short-term extension of this Franchise for not less than six (6) months, unless a sale of the Cable System can be closed sooner or Grantee demonstrates to the Town's satisfaction that it needs additional time to complete the sale; or

(2) Purchase Grantee's Cable System in accordance with the procedures set forth in subsection 11.4, below.

11.3.2. In the event that a sale has not been completed in accordance with subsections 11.3.1(1) and/or 11.3.2(2) above, the Town may order the removal of the above-ground Cable System facilities and such underground facilities from the Town at Grantee's sole expense within a reasonable period of time as determined by the Town. In removing its plant, structures and equipment, Grantee shall refill, at its own expense, any

excavation that is made by it and shall leave all Right-of-Way, public places and private property in as good condition as that prevailing prior to Grantee's removal of its equipment without affecting the electrical or telephone cable wires or attachments. The indemnification and insurance provisions shall remain in full force and effect during the period of removal, and Grantee shall not be entitled to, and agrees not to request, compensation of any sort therefore.

11.3.3. If Grantee fails to complete any removal required by subsection 11.3.2 to the Town's satisfaction, after written notice to Grantee, the Town may cause the work to be done and Grantee shall reimburse the Town for the costs incurred within thirty (30) days after receipt of an itemized list of the costs.

11.3.4. The Town may seek legal and equitable relief to enforce the provisions of this Franchise.

11.4. Purchase of Cable System

11.4.1. If at any time this Franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the Town shall have the option to purchase the Cable System

11.4.2. The Town may, at any time thereafter, offer in writing to purchase Grantee's Cable System. Grantee shall have thirty (30) days from receipt of a written offer from the Town within which to accept or reject the offer.

11.4.3. In any case where the Town elects to purchase the Cable System, the purchase shall be closed within one hundred twenty (120) days of the date of the Town's audit of a current profit and loss statement of Grantee. The Town shall pay for the Cable System in cash or certified funds, and Grantee shall deliver appropriate bills of sale and other instruments of conveyance.

11.4.4. For the purposes of this subsection, the price for the Cable System shall be determined as follows:

- (1) In the case of the expiration of the Franchise without renewal, at fair market value determined on the basis of Grantee's Cable System valued as a going concern, but with no value allocated to the Franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of Grantee which the Town would assume.
- (2) In the case of revocation for cause, the equitable price of Grantee's Cable System.

11.5. Receivership and Foreclosure

11.5.1. At the option of the Town, subject to Applicable Law, this Franchise may be revoked one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless:

(1) The receivership or trusteeship is vacated within one hundred twenty (120) days of appointment; or

(2) The receivers or trustees have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise, and have remedied all defaults under the Franchise. Additionally, the receivers or trustees shall have executed an agreement duly approved by the court having jurisdiction, by which the receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

11.5.2. If there is a foreclosure or other involuntary sale of the whole or any part of the plant, property and equipment of Grantee, the Town may serve notice of revocation on Grantee and to the purchaser at the sale, and the rights and privileges of Grantee under this Franchise shall be revoked thirty (30) days after service of such notice, unless:

(1) The Town has approved the transfer of the Franchise, in accordance with the procedures set forth in this Franchise and as provided by law; and

(2) The purchaser has covenanted and agreed with the Town to assume and be bound by all of the terms and conditions of this Franchise.

11.6. No Monetary Recourse Against the Town. Grantee shall not have any monetary recourse against the Town or its officers, officials, boards, commissions, agents or employees for any loss, costs, expenses or damages arising out of any provision or requirement of this Franchise or the enforcement thereof, in accordance with the provisions of applicable federal, State and local law. The rights of the Town under this Franchise are in addition to, and shall not be read to limit, any immunities the Town may enjoy under federal, State or local law.

11.7. Alternative Remedies. No provision of this Franchise shall be deemed to bar the right of the Town to seek or obtain judicial relief from a violation of any provision of the Franchise or any rule, regulation, requirement or directive promulgated thereunder. Neither the existence of other remedies identified in this Franchise nor the exercise thereof shall be deemed to bar or otherwise limit the right of the Town to recover monetary damages for such violations by Grantee, or to seek and obtain judicial enforcement of

Grantee's obligations by means of specific performance, injunctive relief or mandate, or any other remedy at law or in equity.

11.8. Effect of Abandonment. If the Grantee abandons its Cable System during the Franchise term, or fails to operate its Cable System in accordance with its duty to provide continuous service, the Town, at its option, may operate the Cable System; designate another entity to operate the Cable System temporarily until the Grantee restores service under conditions acceptable to the Town, or until the Franchise is revoked and a new franchisee is selected by the Town; or obtain an injunction requiring the Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs, expenses and damages incurred.

11.9. What Constitutes Abandonment. The Town shall be entitled to exercise its options in subsection 11.8 if:

(1) The Grantee fails to provide Cable Service in accordance with this Franchise over a substantial portion of the Franchise Area for four (4) consecutive days, unless the Town authorizes a longer interruption of service; or

(2) The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with this Franchise.

SECTION 12 – Competitive Equity

12.1. Competitive Equity.

12.1.1. The Grantee acknowledges and agrees that the Town reserves the right to grant one (1) or more additional franchises or other similar lawful authorization to provide Cable Services within the Town. If the Town grants such an additional franchise or other similar lawful authorization containing material terms and conditions that differ from Grantee's material obligations under this Franchise, then the Town agrees that the obligations in this Franchise will, pursuant to the process set forth in this Section, be amended to include any material terms or conditions that it imposes upon the new entrant, or provide relief from existing material terms or conditions, so as to insure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: Franchise Fees and Gross Revenues; complementary services; insurance; System build-out requirements; security instruments; Public, Education and Government Access Channels and support; Customer service standards; required reports and related record keeping; competitive equity (or its equivalent); audits; dispute resolution; remedies; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word for word identical franchise or authorization for a competitive entity so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services (as defined

in the Cable Act) delivered over wireless broadband networks are specifically exempted from the requirements of this Section.

12.1.2. The modification process of this Franchise as provided for in Section 12.1.1 shall only be initiated by written notice by the Grantee to the Town regarding specified franchise obligations. Grantee's notice shall address the following: (1) identifying the specific terms or conditions in the competitive cable services franchise which are materially different from Grantee's obligations under this Franchise; (2) identifying the Franchise terms and conditions for which Grantee is seeking amendments; (3) providing text for any proposed Franchise amendments to the Town, with a written explanation of why the proposed amendments are necessary and consistent.

12.1.3. Upon receipt of Grantee's written notice as provided in Section 12.1.2, the Town and Grantee agree that they will use best efforts in good faith to negotiate Grantee's proposed Franchise modifications, and that such negotiation will proceed and conclude within a ninety (90) day time period, unless that time period is reduced or extended by mutual agreement of the parties. If the Town and Grantee reach agreement on the Franchise modifications pursuant to such negotiations, then the Town shall amend this Franchise to include the modifications.

12.1.4. In the alternative to Franchise modification negotiations as provided for in Section 12.1.3, or if the Town and Grantee fail to reach agreement in such negotiations, Grantee may, at its option, elect to replace this Franchise by opting into the franchise or other similar lawful authorization that the Town grants to another provider of Cable Services, with the understanding that Grantee will use its current system design and technology infrastructure to meet any requirements of the new franchise, so as to insure that the regulatory and financial burdens on each entity are equivalent. If Grantee so elects, the Town shall immediately commence proceedings to replace this Franchise with the franchise issued to the other Cable Services provider.

12.1.5. Notwithstanding anything contained in this Section 12.1.1 through 12.1.4 to the contrary, the Town shall not be obligated to amend or replace this Franchise unless the new entrant makes Cable Services available for purchase by Subscribers or Customers under its franchise agreement with the Town.

12.1.6. Notwithstanding any provision to the contrary, at any time that wireline facilities based entity, legally authorized by state or federal law, makes available for purchase by Subscribers or Customers, Cable Services or multiple Channels of video programming within the Franchise Area without a franchise or other similar lawful authorization granted by the Town, then:

(1) Grantee may negotiate with the Town to seek Franchise modifications as per Section 12.1.3 above; or

(a) the term of Grantee's Franchise shall, upon ninety (90) days written

notice from Grantee, be shortened so that the Franchise shall be deemed to expire on a date eighteen (18) months from the first day of the month following the date of Grantee's notice; or,

- (b) Grantee may assert, at Grantee's option, that this Franchise is rendered "commercially impracticable," and invoke the modification procedures set forth in Section 625 of the Cable Act.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays outside of Grantee's control caused by waiting for other utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as documented unavailability of materials or qualified labor to perform the work necessary.

13.2. Furthermore, the parties hereby agree that it is not the Grantee's intention to subject the Grantor to penalties, fines, forfeiture or revocation of the Agreement for violations of the Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Grantor and/or Subscribers.

13.3. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service; addressed as follows; and effective upon the date of mailing:

To the Franchising Authority:

Town of Green Mountain Falls
P. O. Box 524
Green Mountain Falls, CO 80819
Attn: Town Clerk

with a copy to:

Hoffmann, Parker, Wilson & Carberry, P.C.

511 Sixteenth Street, Suite 610
Denver, CO 80202
Attention: Jeff Parker

To the Grantee:

Comcast of Colorado/Pennsylvania/West Virginia, LLC
8000 E. Iliff Ave.
Denver, CO 802031
Attn: Government Affairs Dept.

with a copy to:

Comcast Cable
Attn.: Government Affairs Department
1701 John F Kennedy Blvd.
Philadelphia, PA 19103

13.3. Entire Agreement. This Franchise Agreement embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the State of Colorado, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Colorado, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee or Franchising Authority may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

For Town of Green Mountain Falls:

By: _____

Name: _____

Title: _____

Date: _____

For Comcast of Colorado/Pennsylvania/West Virginia, LLC

By: _____

Name: Richard C Jennings

Title: Regional Senior Vice President – Cable Management

Date: _____



Natural Resources Conservation Service
DAMAGE SURVEY REPORT (DSR)
Emergency Watershed Protection Program – Recovery

Section 1A

Date of report	
DSR number	
Project number	

NRCS Entry Only	
Eligible:	Yes No
Approved:	Yes No
Funding priority number (from sect. 4)	
Limited Resource Area:	Yes No
1	Major disaster declaration
2	Emergency declaration
3	Fire management assistance declaration
4	Local declaration

Section 1B - Sponsor Information

Sponsor Name:		
Address:		
City/State/Zip:		
Telephone Number		Fax:

Section 1C - Site Location Information

County:		State		Congressional District	
Latitude		Longitude		UTM Coordinates	
Drainage name			Site name		
Reach					
Damage description					

Section 1D - Site Evaluation

All answers in this section must be YES to be eligible for EWP assistance.

Site Eligibility	YES	NO	Remarks
Damage was a result of a natural disaster? ¹			
Recovery measures would be for runoff retardation or soil erosion prevention? ¹			
Threat to life and/or property? ¹			
Event caused a sudden impairment in the watershed? ¹			
Imminent threat was created by this event? ²			
For structural repairs, not repaired twice within 10 years? ²			
Site Defensibility			
Economic, environmental, and social documentation adequate to warrant action? (See completed NRCS-CPA-52 and sections 3 and 4 of DSR. ³)			
Proposed action technically viable? (See section 6. ³)			

¹ Statutory

² Regulation

³ The completed DSR and Form NRCS-CPA-52, "Environmental Evaluation Worksheet," are required to support the decisions recorded on this summary page. If additional space is needed on this or any other page in this form, add appropriate pages.

Have all the appropriate steps been taken to ensure that all segments of the affected population have been informed of the EWP program and its possible effects? YES ☐ NO ☐

Comments:

Section 1E - Proposed Action

Describe the preferred alternative (same as NRCS CPA-52, boxes M and G)

Total installation cost identified in this DSR from section 6:

NRCS 75% cost-share:

Sponsor 25% cost-share:

Section 1F - NRCS State Office Review and Approval

Reviewed by:

Date reviewed

State EWP Program Manager

Approved by:

Date approved

State Conservationist

DSR NO:

Section 2 - Environmental Evaluation and Special Environmental Concerns

See attached NRCS-CPA-52, Environmental Evaluation Worksheet

Section 3 - Economic ConsiderationsThis section must be completed for each alternative considered (attach additional sheets as necessary).

	Future Damages (\$)	Damage Factor (%)	Near Term Damage Reduction
Properties protected (private)			
Properties protected (public)			
Business losses			
Other			
Total near term damage reduction \$			
Net benefit (total near term damage reduction minus Cost from section 6)			

Completed by: _____ Date: _____

DSR NO:**Section 4 - Social Consideration****This section must be completed for each alternative considered (attach additional sheets as necessary).**

	YES	NO	Remarks
Has there been a loss of life as a result of the watershed impairment?			
Is there the potential for loss of life due to damages from the watershed impairment?			
Has access to a hospital or medical facility been impaired by watershed impairment?			
Has the community as a whole been adversely impacted by the watershed impairment (life and property ceases to operate in a normal capacity)			
Is there a lack or has there been a reduction of public safety due to watershed impairment?			

Completed by: _____ Date: _____

DSR NO:**Section 5 - Group Representation Information****This section is completed only for the preferred alternative selected.**

Group Representation	Number
American Indian/Alaska Native Female Hispanic	
American Indian/Alaska Native Female Non-Hispanic	
American Indian/Alaska Native Male Hispanic	
American Indian/Alaska Native Male Non-Hispanic	
Asian Female Hispanic	
Asian Female Non-Hispanic	
Asian Male Hispanic Multiple Race Non Hispanic M&F	
Asian Male Non-Hispanic	
Black or African American Female Hispanic	
Black or African American Female Non-Hispanic	
Black or African American Male Hispanic	
Black or African American Male Non-Hispanic	
Hawaiian Native/Pacific Islander Female Hispanic	
Hawaiian Native/Pacific Islander Female Non-Hispanic	
Hawaiian Native/Pacific Islander Male Hispanic	
Hawaiian Native/Pacific Islander Male Non-Hispanic	
White Female Hispanic	
White Female Non-Hispanic	
White Male Hispanic	
White Male Non-Hispanic	
Total Group	1047

Census tract(s) _____

Completed by: _____ Date: _____

DSR NO:

Section 6 - Engineering Cost Estimate

This section must be completed for each alternative considered (attach additional sheets as necessary).

Proposed recovery measure (including mitigation)	Quantity	Units	Unit cost (\$)	Amount (\$)
Total installation cost (enter in sections 1E and 3) \$				

Unit Abbreviations

AC	acre
CY	cubic yard
EA	each
HR	hour
LF	linear feet
LS	lump sum
SF	square feet
SY	square yard
TN	ton
Other (specify)	

Completed by: _____ Date: _____

DSR NO:**Section 7 - NRCS EWP Funding Priority**

Complete the following section to compute the funding priority for the recovery measures in this application (see instructions on page 9).

Priority Ranking Criteria	Yes	No		Ranking Number Plus Modifier
1. Is this an exigency situation?				
2. Is this a site where there is serious, but not immediate threat to human life?				
3. Is this a site where buildings, utilities, or other important infrastructure components are threatened?				
4. Is this site a funding priority established by the NRCS Chief?				
The following are modifiers for the above criteria			Modifier	
a. Will the proposed action or alternatives protect or conserve federally-listed threatened and endangered species or critical habitat?				
b. Will the proposed action or alternatives protect or conserve cultural sites listed on the National Register of Historic Places?				
c. Will the proposed action or alternatives protect or conserve prime or important farmland?				
d. Will the proposed action or alternatives protect or conserve existing wetlands?				
e. Will the proposed action or alternatives maintain or improve current water quality conditions?				
f. Will the proposed action or alternatives protect or conserve unique habitat, including but not limited to, areas inhabited by State-listed species, fish and wildlife management area, or State identified sensitive habitats?				

Enter priority computation in section 1A, "NRCS Entry Only" box, in "Funding priority number."

Remarks:

DSR NO:**Section 8 - Findings**

Enter NEPA compliance finding from section Q of the NRCS-CPA-52.

The DSR was reviewed with the sponsors. Yes ☐ No ☐

NRCS representative of the DSR team: _____

Title: _____ Date: _____

Section 9 - Attachments:

- A. Location map
- B. Site plan or sketches
- C. NRCS-CPA-52, Environmental Evaluation Worksheet
- D. Other (explain)

Sponsor Concurrence: _____

DATE: _____



Hwy 24

Critical Area Planting

Channel Stabilization

Sediment Removal

Bank Stabilization

Channel Stabilization

To Colorado Springs



Critical Area Planting

Channel Stabilization

Sediment Removal

Bank Stabilization

Channel Stabilization

Instructions for Completing the NRCS-PDM-20, DSR

-	Explanation of Requested Item	Who Completes
Section 1	Enter Site Sponsor, Location, Evaluation, Selected Alternative, and Reviewed and Approval Signatures.	NRCS completes with voluntary assistance from Sponsor except for NRCS-only portion of section 1A.
1A	Enter the Date, DSR Number, and Project Number. For NRCS only enter Eligible Yes/No, Approved Yes/No, Funding Priority Number, and Limited Resource Area Yes/No.	
1B	Enter Sponsor Name, Address, Telephone, Fax	
1C	Enter site location County, State, Congressional District, Latitude, Longitude, Section, Township, Range, UTM Coordinates, Drainage name, Reach within drainage, and Damage description.	
1D	Enter Yes/No and any Remarks for the Site Evaluation information. Any No response means the site is not eligible for EWP assistance and no further information is necessary to complete the DSR. (See NEWPPM 390-502.03 and 390-502-04) Enter Yes/No regarding whether the affected public has been informed of the EWP program.	
1E	Enter the proposed treatment and the cost of installation.	NRCS only.
1F	NRCS Review and Approval.	
Section 2	Attach NRCS-CPA 52 that addresses environmental evaluation and special environmental concerns	NRCS only.
Section 3	<p>Identify Property protected both private and public, business losses and other economic impacts considered for each alternative. Enter the dollar value of the potential future damages if no action is taken in the Future Damage (5) column. This would be the estimate of the value lost if the EWP recovery measure is not installed. Use the repair cost or damage dollar method to determine the estimate of future damages. The repair cost method uses the costs to return the impaired property, good, or services based on their original prevent condition or value. The damage dollar method uses an estimate of the future damage to value (e.g., if the structure is condemned, then enter the value of the structure). Enter the estimated amount based upon existing information or information furnished by the sponsor, contractors, or others with specific knowledge for recovery from natural disasters for each alternative considered. Often market values for properties or services can be obtained from personnel at the local county/parish tax assessment office.</p> <p>The DSR team needs to determine the Damage Factor (%) which is a coefficient that indicates the degree of damage reduction to a property that is attributed to the effect of the proposed EWP recovery measures. Use an appropriate estimate of how much of the damage the EWP recovery measure will avoid for the alternative being considered. If the recovery measures from a single site will prevent 100 percent of the damage use 100 percent. The Near Term Damage Reduction is the Future Damage (\$) times the Damage Factor (%). Sum the Near Term Damage Reduction values to calculate the Total Near Term Damage Reduction. Enter the Net Benefit which is computed by subtracting the Cost from Section 6 from the total near term damage reduction. The</p>	NRCS completes with voluntary assistance from Sponsor.

-	Explanation of Requested Item	Who Completes
	economic section must be completed for each alternative considered. Attach additional sheets as necessary.	
Section 4	<p>Enter information to describe the potential social impacts and considerations for each alternative. Answer Yes or No and any remarks necessary to adequately address each question. The information may be obtained through interviews with community leaders, government officials or sponsors.</p> <p>Factors such as road closures, loss of water, electricity, access to emergency services are used when answering whether the community as a whole has been impaired.</p> <p>This information is part of the environmental evaluation (NRCS-CPA-52) but may be pertinent in section 7 regarding funding priorities. The Social Considerations section must be completed for each alternative considered. Attach additional sheets as necessary.</p>	NRCS completes with voluntary assistance from Sponsor.
Section 5	Enter the Group Representation for the preferred alternative. Use the most recent census tract information based upon where the EWP recovery measures are located.	NRCS completes using most recent U.S. Census data.
Section 6	<p>Enter Proposed Recovery Measure(s) including Quantity, Units, Unit Cost, and Total Amount Cost.</p> <p>Enter sum of all Proposed Recovery Measure Costs to calculate Total Costs. Enter Total Installation Costs in Section 1E. The Engineering Cost Estimate must be completed for each alternative considered. Attach additional sheets as necessary.</p>	NRCS completes with voluntary assistance from Sponsor.
Section 7	This section is used to determine the Funding Priority for the preferred alternative and sequence for initiating recovery measures. Enter Yes/No for questions 1 through 4 and enter the number (exigency 1, serious threat to human life 2, etc.) in the right column, Ranking Number Plus Modifier. Complete the Modifier portion by placing the alphabetic indicator a through f in the Modifier column. Complete the Ranking Number Plus Modifier column by entering the alphabetic indicator(s) that exists within the site. The number of the site designates the priority (e.g., a site with a designation of 2 is a higher priority than a site with a designation of 3). The modifiers increase the priority for the same numeric site (e.g., a site with a designation of 1a, would be a higher priority than a site with a designation of 1, a site with a designation of 2bc would be a higher priority than a site designated as 2b). Enter the Funding Priority in Section 1A.	NRCS completes with voluntary assistance from Sponsor.
Section 8	Insert the number of the Finding that was checked in section Q of the NRCS-CPA-52. If action is required to meet NEPA requirements, state whether an EA or EIS will be prepared or adopted."	NRCS only.
Section 9	Include attachments for location map, site sketch or plan, a completed NRCS-CPA-52, Environmental Evaluation Worksheet, and other information as needed.	NRCS completes with voluntary assistance from Sponsor.

Watershed Rehabilitation		NRCS Grant		75% NRCS		25% GMF
Sediment Removal Catamount Creek	\$ 48,340.00					
Bank Stabilization Catamount Creek	\$ 40,000.00					
Slope Stabilization EP Trail Road	\$ 5,000.00					
Channel Stabilization	\$ 135,000.00					
GMF Pond Sediment Management	\$ 26,000.00					
Total	\$ 254,340.00	\$ 399,200.00	\$ 190,755.00	\$ 63,585.00		

Road and Drainage Projects		DOLA Grant		75% DOLA		GMF Share
Midland Culvert	\$ 41,492.00					
EP Trail Road Rehabilitation	\$ 34,663.75					
Maple Street Bridge	\$ 31,311.50					
Iona Culvert	\$ 28,347.00					
Belvedere Culvert Cleaning (Bid)	\$ 18,000.00					
	\$ 153,814.25	\$ 139,730.00	\$ 139,730.00	\$ 14,084.25		
<u>Design Fee</u>						
Engineering Design, Survey, PM	\$ 24,313.58					
Geotech	\$ 5,500.00					
Inspection/CM	\$ 7,690.71					
permitting	\$ 7,500.00					
Total Engineering (NRCS TA)	\$ 45,004.29					
Total Projects Cost	\$ 453,158.54					
				GMF Responsibility = \$ 77,669.25		
				17.1%		

GRANT AGREEMENT

Between

STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS

And

TOWN OF GREEN MOUNTAIN FALLS

Summary

Award Amount: 139,730.00

Identification #s:

Encumbrance #: F19SE001 *(DOLA's primary identification #)*
Contract Management System #: 121934 *(State of Colorado's tracking #)*

Project Information:

Project/Award Number: EIAF E-001
Project Name: Green Mountain Falls Emergency Flood Infrastructure Repair
Performance Period: Start Date: _____ End Date: 12/31/2020
Brief Description of Project / Assistance: The Project consists of repairing damage to several crucial road infrastructure assets as a result of extreme weather in July 2018.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF GREEN MOUNTAIN FALLS** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

A. ☒ The Effective Date.

B. ☐ The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.

C. ☐ insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit B (Scope of Project)
- ii. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6 and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit B**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in §2 above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **December 31, 2020** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in §16, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$139,730.00 (ONE HUNDRED THIRTY-NINE THOUSAND SEVEN HUNDRED THIRTY AND XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with **§4.4 of Exhibit B**. For line item adjustments, the State will provide written notice to Grantee in a form substantially equivalent to **Exhibit G (“Option Letter”)**. If exercised, the provisions of the Option Letter shall become part of, and be incorporated into, this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with **Exhibit B**.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit B**.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds]

Following the Effective Date, Grantee shall provide written notice to the State, in accordance with **§16 (Notices and Representatives)**, within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this **§8.C** shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this **§8.C** shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the “Record Retention Period”) until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or

- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this **§10**.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee's Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

This subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. **Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. **In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

iii. Insurer. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify

Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit B**, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option **(a)** obtain for the

State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Jane Newberry, Mayor
Town of Green Mountain Falls
P.O. Box 524
Green Mountain Falls, Colorado 80819
Email: gmftownmanager@gmail.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section ☐ shall | ☒ shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation

and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A.** Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B.** Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i.** That he or she is a United States citizen or legal permanent resident; or
 - ii.** That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section ☐ shall | ☒ shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

If either the State or the Grantee desire to modify the terms of this Grant to either increase or decrease total awarded funds, make budget line item adjustments to Grant Funds, and/or change the performance period or term of the Grant, this may be achieved unilaterally by DOLA through an Option Letter (**Exhibit G**). Except as otherwise provided in this Grant, no modification shall be effective unless agreed to in writing by the Parties in an amendment, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies. Changes to the Grant shall be authorized for approval by the following State or DOLA parties:

a) Approval by Division Director

The Division Director of DOLA, or his delegee, shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.

b) Approval by DOLA Controller

The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those

provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions
- ii. The provisions of the main body of this Grant (excluding the cover page)
- iii. Any executed Option Letters
- iv. Exhibit B (Scope of Project)
- v. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

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

v. COMPLIANCE WITH LAW.

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

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

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

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF GREEN MOUNTAIN FALLS</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p>
	<p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Tara Tubb, EIAF Program Manager</p> <p>Date: _____</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Yingtse Cha, Controller Delegate</p> <p>Date: _____</p>
--

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of repairing damage to several crucial road infrastructure assets as a result of extreme weather in July 2018.

2.2. Work Description. The Town of Green Mountain Falls (Grantee) will repair damage caused by flooding on five crucial infrastructure assets including: 1) Midland at Belvedere bridge-culvert replacement; 2) Maple Street bridge repair; 3) sediment removal from the bridge at Olathe Street; 4) El Paso Trail Road rehabilitation; and 5) Iona at Falls Angels Trailhead culvert replacement. Grantee will own all improvements and, in accordance with **\$9** below, a contractor will be hired to complete the Work.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3. DEFINITIONS

3.1. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in **\$6.2** Budget within this **Exhibit B**.

3.2. Project Budget Line Items.

3.2.1. "Construction/Improvement of Public Roadways" means labor and materials costs, bond and insurance costs, bid advertisements, attorney's fees, and right-of-way acquisition costs.

3.3. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is repaired and functional critical infrastructure resulting in increased public safety for Town residents and visitors.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Green Mountain Falls, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Put Project out to bid.	Within 30 days after the Effective Date of this Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	Within 60 days after the Effective Date of this Grant Agreement.

Provide DOLA with Project Timeline	Within 90 days after the Effective Date of this Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	March 31, 2021

4.4. Budget Line Item Adjustments.

- 4.4.1.** Grantee may request that DOLA move Grant Funds between and among budget line items, so long as the total amount of Grant Funds remains unchanged. To make such budget line item changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2.** Grantee may increase or decrease the amount of any one or any combination of budget line items of “Other Funds” as described in §6.1, or move funds between and among budget line items of such “Other Funds,” so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.1 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports.

Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

- 4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request	Status Report
4 th (Oct-Dec)	2018	January 30, 2019	Yes	Yes
1 st (Jan-Mar)	2019	April 30, 2019	Yes	Yes
2 nd (Apr-Jun)	2019	July 30, 2019	Yes	Yes
3 rd (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4 th (Oct-Dec)	2019	January 30, 2020	Yes	Yes
1 st (Jan-Mar)	2020	April 30, 2020	Yes	Yes
2 nd (Apr-Jun)	2020	July 30, 2020	Yes	Yes
3 rd (Jul-Sep)	2020	October 30, 2020	Yes	Yes
4 th (Oct-Dec)	2020	January 30, 2021	Yes	Yes

4.6. DOLA Acknowledgment.

The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Jason Wells, Interim Town Manager, gmftownmanager@gmail.com**, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel. NONE. Such key personnel shall be updated through the approval process in §5.1.

5.4. DLG Regional Manager: **Clay Brown, (303) 273-1787, (clay.brown@state.co.us)**

5.5. DLG Regional Assistant: **Denise Lindom, (303) 273-1712, (denise.lindom@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 25%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line Item(s)		Total Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Construction/Improvement of Public Roadways	\$186,306	\$139,730	\$46,576	Grantee
	Total	\$186,306	\$139,730	\$46,576	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$132,744	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

Final Payment	\$6,986	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$139,730	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **\$8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT G – Sample OPTION LETTER**OPTION LETTER**

Date:	Original Grant Agreement CMS #:		CMS Routing #
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1) OPTIONS: Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the maximum Grant Funds dollar amount within current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Item Adjustment(s) – reallocation of awarded Grant Funds to Budget Line Item(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 5(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
On-site walk through inspection(s) of Work Site(s)	[give target date]
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
4 th (Oct-Dec)	2018	January 30, 2019	Yes	Yes
1 st (Jan-Mar)	2019	April 30, 2019	Yes	Yes
2 nd (Apr-Jun)	2019	July 30, 2019	Yes	Yes
3 rd (Jul-Sep)	2019	October 30, 2019	Yes	Yes
4 th (Oct-Dec)	2019	January 30, 2020	Yes	Yes
1 st (Jan-Mar)	2020	April 30, 2020	Yes	Yes
2 nd (Apr-Jun)	2020	July 30, 2020	Yes	Yes
3 rd (Jul-Sep)	2020	October 30, 2020	Yes	Yes
4 th (Oct-Dec)	2020	January 30, 2021	Yes	Yes
1 st (Jan-Mar)	2021	April 30, 2021	Yes	Yes
2 nd (Apr-Jun)	2021	July 30, 2021	Yes	Yes
3 rd (Jul-Sep)	2021	October 30, 2021	Yes	Yes
4 th (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1 st (Jan-Mar)	2022	April 30, 2022	Yes	Yes
2 nd (Apr-Jun)	2022	July 30, 2022	Yes	Yes
3 rd (Jul-Sep)	2022	October 30, 2022	Yes	Yes

b. For use with Option 1(b): In accordance with **Section 7(A)** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The maximum amount in **Section 7.A.** of the main body of the Grant is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$ 0.00			Grantee
Building or Facility Construction				Grantee
Total	\$ 0.00	\$ 0.00	\$ 0.00	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. For use with Option 1(c): In accordance with **Section 6.2** of **Exhibit B** of the original Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line Item(s)	Total Cost	Grant Funds	Other Funds	Other Funds Source
Architectural/Engineering Services	\$ 0.00			Grantee
Building or Facility Construction				Grantee
Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs By: _____ Irv Halter, Executive Director Date: _____
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Yingtse Cha, Controller Delegate

Date: _____

SAMPLE



COLORADO
Department of Local Affairs
Division of Local Government

November 30, 2018

Jane Newberry, Mayor
Town of Green Mountain Falls
P.O. Box 524
Green Mountain Falls, CO 80819

RE: EIAF E-001 - Green Mountain Falls Emergency Flood Infrastructure Repair

Dear Ms. Newberry:

Attached is the grant contract packet for the above-referenced Energy Impact Assistance Fund project. If the contract is satisfactory as written, please print and sign the contract **(original signatures only; no photocopies, stamped or e-signatures)**.

The second page of this letter is a Return Routing Memorandum that includes a Grantee Checklist. Please use this document to facilitate the return of your grant packet documents. Using the Checklist will ensure that your contract has been signed by the appropriate person, that you have enclosed the correct number of documents for return to the State, that you have correctly addressed your return packet, and that you have notified us that your documents are on their way back to us.

If you would like your copy of the fully executed grant contract to contain original signatures, please make sure you sign and return two (2) main grant agreements to us. If a photocopy of the originally signed fully executed grant contract is acceptable to you, then you need only sign and return one (1) main grant agreement to us.

The State Controller requires hard copies and original signatures for contract execution. We cannot complete the execution of your grant documents without these. Until your grant contract is fully executed (signed by all Parties), you may not incur any costs or expenses for this Project.

If you have any questions about these grant packet documents or the contract execution process, please contact your Regional Manager, Clay Brown, (303) 273-1787, (clay.brown@state.co.us) or me at (720) 539-0405.

Sincerely,

Nina Baumgartner
Contracts Coordinator
Department of Local Affairs

Enclosures



RETURN ROUTING MEMORANDUM

TO: Antoinette Johns

THROUGH: Jason Wells, Interim Town Manager

FROM: Nina Baumgartner

DATE: November 30, 2018

RE: Contract Approvals

FOR FINAL APPROVAL ROUTING:

RE: EIAF E-001 - Green Mountain Falls Emergency Flood Infrastructure Repair

GRANTEE CHECKLIST:

- ☐ the main Grant Agreement is signed by an authorized signator (original signatures only; no photocopies, stamped or e-signatures)
 - ☐ signed by County Chief Elected Official, City/Town Mayor, or District Board President/Chair
 - ☐ signed by Other
 - ☐ documentation of authority to sign is enclosed
- ☐ the correct number of originals are attached
 - ☐ one (1) signed original for the State
 - ☐ one (1) signed original for return to the Grantee
- ☐ documents being sent back to the State must be addressed to:

Department of Local Affairs
ATTENTION: Antoinette Johns
1313 Sherman Street, Room 521
Denver, CO 80203
- ☐ you have sent an email to the State (antoinette.johns@state.co.us) indicating the date the hard copy will be/has been posted for return to State



RESOLUTION NO. 2018 - 20

RESOLUTION TO ADOPT 2019 BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF GREEN MOUNTAIN FALLS COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2019, AND ENDING ON THE LAST DAY OF DECEMBER, 2019.

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls, has authorized the Budget Officer, to prepare and submit a proposed budget to said governing body at the proper time; and,

WHEREAS, the City's Budget Officer, Jason Wells, has submitted a proposed budget to the governing body on October 12, 2018, for consideration, and,

WHEREAS, a workshop was held for the purpose of receiving public input on November 13, 2018; and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 4, 2018, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and,

WHEREAS, changes in the draft budget were done in such a manner that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of the Town of Green Mountain Falls, Colorado:

Section 1. That estimated expenditures for each fund are as follows:

General Fund:	<u>\$ 583,600</u>
Capital Improvement/Fund:	<u>\$ 578,200</u>
Conservation Trust Fund	<u>\$ 9,100</u>

Section 2. That the budget, as submitted herein above summarized by fund, hereby is approved and adopted as the budget of the Town of Green Mountain Falls, Colorado for the year stated above. The Budget hereby adopted shall be signed by the Mayor and made a part of the public records of the Town.

INTRODUCED, READ, PASSED, AND ADOPTED, this 4th day of December, 2018.

ATTEST:

Jane Newberry, Mayor

Judy A. Egbert, Interim Town Clerk



Budget Message 2019 Town of Green Mountain Falls

Board of Trustees and Citizens of Green Mountain Falls:

Pursuant to §29-1-103 (1)(e) of the Colorado Revised Statutes, it is my pleasure to present the following budget message to accompany the 2019 Annual Budget for the Town of Green Mountain Falls.

For 2019, the Town's overall budget is \$1,122,200. Of this total, \$534,900 in expenses are attributable to the General Fund, while an additional \$578,200 are attributable to the Capital Improvement Fund. A remaining \$9,100 in expenses are budgeted within the Conservation Trust Fund. After these expenses, anticipated end-of-year unrestricted fund balances are budgeted as follows:

General Fund - \$100,000 (per Town Board policy adopted December 5th, 2017) plus \$17,700 TABOR emergency reserve

Capital Reserve Fund - \$97,140 plus \$8,500 TABOR emergency reserve

Conservation Trust Fund - \$737

Per C.R.S. § 29-1-102(2)(b), the Town's budget is based on a modified accrual basis.

Per C.R.S. § 29-1-103(1)(e), this budget will permit the Town to continue to afford the following basic municipal services:

- Public Works
 - Road maintenance and upkeep
 - Parks maintenance and upkeep
 - Facilities maintenance and upkeep (including municipal Pool facility)
 - Fleet maintenance and upkeep
- Town Marshall
 - Respond to complaints/enforce all provisions of the Town's municipal code
 - Manage all law enforcement-related records
 - Maintain all administrative compliance elements of the department
 - Manage part-time volunteer reserve officers
 - Municipal Court – assist in prosecution of municipal code infractions
 - Serve as general liaison to the public in keeping the peace (community policing)
 - Emergency management – assist in the immediate management of emergency/disaster events
 - Events management – lend operational support to local events to ensure permit compliance, proper traffic management, and the general safety of attendees
- Office of the Clerk-Treasurer

- Town Board of Trustees and appointed committee management
 - Agenda publication and management
 - Public notifications
 - Recording and publication of minutes of proceedings
 - Vacancy announcements and management
- Designated Local Election Official
- Licensing Official (businesses, short-term rentals, animals, liquor, special event permits, etc.)
- Records Management (financial, personnel, contractual, municipal court, etc.)
- Municipal Code Updates
 - Ordinance tracking
 - Interface with online code publishing company to maintain updates
- Municipal Court Clerk
- Human Resources Support (payroll administration, policy development, professional development, onboarding/offboarding, volunteer management, etc.)
- Information Technology Support
 - Website content management
 - Interface with independent consultants for network upkeep
 - Software/hardware maintenance
- Legal Services
 - Interface with Town Attorney's Office as needed/appropriate
- Insurance Administration – property/casualty, workers compensation, health
 - Enrollment
 - Renewals
 - Claims
- General Financial Services
 - Procurement officer
 - Accounts payable/receivable management
 - Annual auditing support
 - Banking/credit/investment management
 - Budget tracking/maintenance
 - Fiscal reporting
 - Procurement assistance
- Events Management
 - Manage Pavilion bookings
 - Provide event support as appropriate (e.g. insurance, scheduling)
- Planning/Land Use
 - Staff support to Planning Commission
 - Liaison between Planning Commission, Board of Trustees, Town residents, applicants, other Town staff
 - Land use/zoning determinations – e.g. vacations, annexations, development
 - Grant writing/administration
 - Capital project planning/management
 - Economic development
 - Trails management
 - Short-term rental administration
 - Plan reviews
 - Permit request review/issuance (development, revocable permits, grading, street cuts, etc.)

- Primary interface with Regional Building Department, EPC Health, other entities as needed
- Comprehensive Plan monitoring/implementation
- Code enforcement (relating to land use, zoning, construction, etc.)
- GIS technician
- Event support
- Town Manager
 - Liaison between Town staff and Board of Trustees
 - Staff management (principle supervisory authority for Public Works)
 - Hiring/firing non-appointed staff
 - Day-to-day oversight/work plan management
 - Performance reviews/goal-setting
 - Disciplinary matters
 - Municipal budget officer
 - Liaison to Town Attorney's Office
 - Communication of Town Board articulated legal questions/concerns
 - Direction on desired legislation
 - Strategizing/negotiating regarding actual or potential legal disputes
 - Capital project budgeting/planning/management
 - Contract management
 - Grant oversight/strategic planning
 - Intergovernmental liaison/representative
 - Organizational health
 - Professional development planning
 - Ongoing staff analyses/evaluation of outsourcing opportunities
 - Public Information Officer
 - Emergency management
 - Insurance administration
 - Event support
 - ADA coordination

Note: All departments are jointly responsible for providing basic administrative support – i.e. general customer service, office management, fielding public inquiries, etc.

In addition to the ongoing general services accounted for in this budget, given extreme weather that struck the area in the summer of 2018 and the damages incurred to public infrastructure as a result, this budget also includes the addition of extraordinary revenues and expenses in response to these unanticipated needs. Specifically, the budget includes an anticipated revenue in the amount of \$139,700 in the form of a grant award from the Colorado Department of Local Affairs (“DOLA”). These proceeds are obligated to cover 75 percent of the estimated design and construction costs (\$186,305) associated with five priority civil projects necessitated by the destructive weather. In the very likely event these projects are not completed in 2018, both the revenues and the Town’s 25 percent match obligation (\$46,576) would be carried over from the 2018 budget to the 2019 budget upon its revision at a later date.

One other significant revenue line of note relates to the Town’s recent adoption of a Lodging Occupational Tax per an affirmative vote in the 2018 municipal election. The Town Board advanced this tax as a means to replace a standard Lodging Tax, which the Town’s legal counsel deemed improper to continue imposing/collecting given the state statutes that govern such taxes. Given the imposition of

this revised taxation structure, together with a now more stringently regulated/monitored short-term rental market, the 2019 budget estimates revenues in the amount of \$43,400. This figure is relative to actual lodging taxes collected in 2017 (the last full year of collection) of approximately \$15,000. The net estimated increase in this revenue stream is thus \$28,400.

Relative to the aforementioned General Fund expenses of \$534,900, the 2019 budget contemplates revenues in the amount of \$582,000. Net revenues after expenses in the General Fund are therefore anticipated to be \$47,100. Per a policy it adopted in the course of the 2017 budget cycle, the Town Board both created a Capital Reserve Fund and established a mechanism for its financing. Per that policy the \$48,700 net amount (includes a \$1,600 decrease in the required TABOR emergency reserve) is to be transferred to the Capital Reserve Fund in 2019. As that fund is expected to carry a balance of \$332,440 into 2019, with the addition of the \$48,700 General Fund transfer, \$284,700 in anticipated Pikes Peak Rural Transportation Authority Capital Funds, and \$18,000 in other miscellaneous grant and interest-related revenues, the estimated available funds in the Capital Reserve for 2019 are estimated to be \$683,840. Of this amount, the 2019 budget contemplates spending a sum total of \$578,200 to meet various capital needs, thereby leaving an ending year fund balance of \$105,640. Of this, \$8,500 is reserved pursuant to the TABOR emergency reserve requirement. The primary capital achievements contemplated are as follows:

- \$224,100 for the completion of the Belvidere Ave. Resurfacing Project (PPRTA)
- \$186,800 for the completion of 5 priority flood recovery projects (DOLA/local match 75/25)
 - Repair Maple St. Bridge
 - Repair/Replace Midland Ave. Culvert Crossing
 - Catamount Creek Sediment Removal at Belvidere Ave/Olathe Ave.
 - El Paso Trail Road and Drainage Improvements
 - Iona Ave. Road and Drainage Repair
- \$66,000 for the completion of transportation-related stilling basins (PPRTA)
- \$49,000 for various stormwater diversion projects and lake sediment dredging (Town funded)
- \$19,000 for upgrades to public restrooms (Town funded)
- \$12,000 for automating lake valve controls box (Fishing is Fun grant/local match 75/25)
- \$10,000 for construction of ADA-compliant fishing pier (CDBG grant/local match 75/25)

With regard to the Town's ambitious capital improvement planning in the coming year and those subsequent, it is worth noting that without the sufficient in-house administrative capacity to competently embark on and manage each initiative through to completion, it may not be reasonable to expect completion of the full slate of planned projects in 2019. In an effort to avoid this contingency, the budget presented contemplates the addition of a Planning/Land Use intern who would be tasked with the significant grant and project management tasks necessitated by the Town's many capital improvement objectives.

Respectfully submitted,

Jason S. Wells

Interim Town Manager

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Revenue Detail

Description	(unaudited)	2018	2018	2018	2018	2018	2019
	2017 Actual	Adopted Budget	YTD as of 9/30	uncollected	Amended Budget	Year-end Projections	Proposed Budget
TAXES							
Property Taxes							
Teller County Property Tax	\$ 9,043	\$ 9,282	\$ 9,282	\$ (0)	\$ 9,282	\$ 9,300	\$ 9,300
El Paso County Property Tax	143,479	147,518	146,481	1,037	147,518	147,500	150,900
Specific Ownership Tax-El Paso	19,644	15,200	10,250	4,950	15,200	16,000	16,500
Specific Ownership Tax - Teller	1,140	800	678	122	800	800	800
Total Property Taxes	173,306	172,800	166,691	6,109	172,800	173,600	177,500
Sales and Use Taxes							
3% Sales Tax-GMF St. of CO	115,053	98,000	66,039	31,961	98,000	119,000	122,600
3% Use Tax Auto El Paso	29,388	32,500	31,979	521	32,500	41,000	41,800
3% Use Tax Auto Teller	3,652	2,500	1,922	578	2,500	2,500	2,600
3% Use Tax Construction/PPRBD	7,533	6,490	8,136	(1,646)	6,490	9,900	8,000
Total Sales and Use Taxes	155,626	139,490	108,077	31,413	139,490	172,400	175,000
Franchise Taxes							
Franchise-Telephone	4,200	4,200	2,100	2,100	4,200	4,200	4,200
Franchise-Cable	11,861	10,700	6,368	4,332	10,700	10,700	10,900
Franchise-Gas	11,818	10,600	8,074	2,526	10,600	12,400	12,600
Franchise-Electric	19,448	18,600	-	18,600	18,600	19,500	19,900
Total Franchise Taxes	47,328	44,100	16,542	27,558	44,100	46,800	47,600
2% Lodging Tax	14,938	13,900	4,186	9,714	13,900	4,200	-
Lodging Occupational Tax	-	-	-	-	-	-	43,400
TOTAL TAXES	391,198	370,290	295,495	74,795	370,290	397,000	443,500
INTERGOVERNMENTAL REVENUE							
HUTF	29,337	28,500	14,409	14,091	28,500	28,500	28,200
Cigarette Tax	-	-	196	(196)	-	300	300
M.V. Reg. Lic. Fees El Paso	2,501	2,500	1,725	775	2,500	2,500	2,500
M.V. Reg. Lic. Fees Teller	250	300	138	163	300	200	300
Road and Bridge/El Paso	1,294	700	1,317	(617)	700	1,400	700
Road and Bridge/Teller	-	750	108	642	750	100	100
RTA Maintenance Funds	43,219	33,666	1,715	31,951	33,666	38,200	38,200
State Sourced Grant Funds - DOLA	-	50,000	2,160	47,840	50,000	50,000	-
Severance Tax, Federal Mineral Lease	-	-	667	-	-	700	700
Grants - Town Manager	17,454	42,187	47,781	(5,594)	42,187	71,800	32,400
DUI/CIOT/LEAF	-	-	220	(220)	-	200	-
TOTAL INTERGOVERNMENTAL REVENUE	94,055	158,603	70,435	88,835	158,603	193,900	103,400

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Revenue Detail

Description	(unaudited)	2018	2018	2018	2018	2018	2019
	2017 Actual	Adopted Budget	YTD as of 9/30	uncollected	Amended Budget	Year-end Projections	Proposed Budget
CHARGES FOR SERVICES							
Parks and Recreation							
Gazebo Rentals	3,550	3,000	5,475	(2,475)	3,000	6,000	6,000
Pool Admissions & Passes	12,412	16,500	3,621	12,879	16,500	3,600	7,500
Pool - Food	-	300	-	300	300	-	-
Total Parks and Recreation	15,962	19,800	9,096	10,704	19,800	9,600	13,500
Public Safety							
VIN Checks	30	-	-	-	-	-	-
Total Public Safety	30	-	-	-	-	-	-
TOTAL CHARGES FOR SERVICES	15,992	19,800	9,096	10,704	19,800	9,600	13,500
FINES AND FORFEITURES							
Court Traffic	645	8,500	685	7,815	8,500	1,000	1,000
TOTAL FINES AND FORFEITURES	645	8,500	685	7,815	8,500	1,000	1,000
LICENSES AND PERMITS							
Business Licenses	8,154	12,800	8,100	4,700	12,800	8,500	8,500
Short-term Rental Licenses	-	-	1,950	(1,950)	-	2,000	6,000
Dog Licenses	400	400	390	10	400	400	400
Liquor License Fees	500	500	351	149	500	500	500
Planning Commission Fees	1,700	500	410	90	500	500	500
Special Event Permit	1,400	1,400	1,300	100	1,400	1,400	1,400
Special Use Permit	600	400	625	(225)	400	600	600
Revocable Permit Fees	125	225	250	(25)	225	300	300
Road Cut Permit	594	-	265	(265)	-	300	300
TOTAL LICENSES AND PERMITS	13,473	16,225	13,641	2,584	16,225	14,500	18,500
OTHER REVENUE							
Interest	1,310	700	1,889	(1,189)	700	2,100	2,100
Donations	27,129	50,000	3,685	46,315	50,000	51,500	-
Misc. Revenue	2,068	-	-	-	-	-	-
Insurance Recovery	-	-	-	-	-	16,900	-
GMF Stickers/Hats/Decals/Shirts	59	-	51	(51)	-	-	-
Other Marshal Revenues	-	-	-	-	-	-	-
TOTAL OTHER REVENUE	30,566	50,700	5,625	45,075	50,700	70,500	2,100
TOTAL GENERAL FUND REVENUE	\$ 545,929	\$ 624,118	\$ 394,977	\$ 229,808	\$ 624,118	\$ 686,500	\$ 582,000

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Expenditures Detail

Description	(unaudited) 2017 Actual	2018 Adopted Budget	2018 YTD as of 9/30	2018 Unexpended	2018 Amended Budget	2018 Year-end Projections	2019 Proposed Budget
ADMINISTRATION DEPARTMENT							
Operations							
Office Supplies	\$ 4,092	\$ 3,503	\$ 3,336	\$ 167	\$ 3,000	\$ 3,500	\$ 3,700
Postage	292	600	211	389	300	300	400
Building Maintenance	6,171	7,400	1,542	5,858	1,500	1,600	1,600
Legal Publications	976	2,000	1,045	955	2,000	1,200	1,200
Code Publishing	1,463	3,000	-	3,000	3,000	1,000	2,000
Annual Fee - Server Maintenance/IT Support	2,298	2,800	2,530	270	4,680	4,700	3,400
Annual Maintenance Contracts	615	500	36	464	500	-	2,200
Travel/Meetings Expense	2,211	1,750	154	1,596	700	700	1,000
Tax Collection Expense	2,896	3,300	3,507	(207)	3,300	3,800	3,800
Payroll Processing	1,678	3,000	862	2,138	3,000	900	900
Surety Bond	667	700	995	(295)	530	1,000	500
Election	-	11,000	370	10,630	11,000	1,000	-
Training/Conferences/Travel	3,388	4,500	718	3,782	1,500	1,500	3,500
Computer Replacements	3,017	-	-	-	-	-	-
Contracted Services	23,984	-	41,407	(41,407)	67,470	62,000	29,000
Marketing	477	-	-	-	-	-	-
Bank Service Charges	39	-	124	(124)	-	200	200
Total Operations	54,264	44,053	56,835	(12,782)	102,480	83,400	53,400
Labor							
Full Time Salaries - Town Manager	44,606	60,000	58,610	1,390	79,538	84,500	73,000
Full Time Salaries - Town Clerk/Treasurer		-	13,721	(13,721)	28,700	11,800	48,000
Admin Job Search	1,146	700	-	700	700	-	500
Part Time Salaries	29,191	30,000	-	30,000	-	-	-
Unemployment Insurance	99	150	104	46	150	100	200
Cell Phone Stipend	420	-	60	(60)	60	100	1,500
Workers Comp (Pinnacol)	1,051	500	556	(56)	500	600	1,200
Health/Life/Dental (CEBT)	6,022	8,280	3,964	4,316	3,200	4,000	20,400
FICA	5,669	6,885	5,533	1,352	8,300	7,400	9,300
Retirement	-	1,500	-	1,500	-	-	-
On Boarding Expenses	1,999	15,000	-	15,000	-	-	-
Total Labor	90,204	123,015	82,548	40,467	121,148	108,500	154,100
Utilities							
Electric	2,183	2,000	1,353	647	3,000	2,000	2,100
Natural Gas	762	1,000	391	609	1,000	600	700
Telephone/Internet	1,286	1,500	1,056	444	1,800	1,600	1,700
Total Utilities	4,231	4,500	2,800	1,700	5,800	4,200	4,500
TOTAL ADMINISTRATION DEPARTMENT	148,699	171,568	142,183	29,385	229,428	196,100	212,000

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Expenditures Detail

Description	(unaudited) 2017 Actual	2018 Adopted Budget	2018 YTD as of 9/30	2018 Unexpended	2018 Amended Budget	2018 Year-end Projections	2019 Proposed Budget
JUDICIAL DEPARTMENT							
Operations							
Office Supplies	-	100	9	92	100	-	100
Postage	-	65	-	65	65	100	100
Other	-	-	-	-	300	300	300
Total Operations	-	165	9	157	465	400	500
Labor							
Municipal Judge Salary	800	3,600	1,000	2,600	3,600	1,200	1,800
Prosecutor Services	-	5,625	331	5,294	2,500	500	3,000
Total Labor	800	9,225	1,331	7,894	6,100	1,700	4,800
TOTAL JUDICIAL DEPARTMENT	800	9,390	1,339	8,051	6,565	2,100	5,300
PUBLIC WORKS DEPARTMENT							
Operations							
Office Supplies	655	-	1,717	(1,717)	2,500	2,500	1,400
Operating Supplies	873	1,551	2,004	(453)	2,000	2,000	2,000
Small Equipment Repair	1,385	3,500	171	3,329	3,500	500	3,500
Heavy Equipment Repair	5,207	8,000	10,381	(2,381)	15,000	15,600	9,000
Vehicle Maintenance	2,471	2,000	306	1,694	2,000	9,000	3,500
Building Maintenance	4,161	2,500	121	2,379	2,500	200	2,500
Clothing	1,086	1,000	1,110	(110)	1,000	1,200	800
Fuel	5,053	4,000	4,327	(327)	4,000	6,400	6,300
Equipment Purchase	30,928	5,000	-	5,000	5,000	-	-
Training/Conferences/Travel	64	750	475	275	750	500	800
Tools	807	2,750	113	2,637	1,750	100	1,600
Road & Street Materials/Maintenance	26,752	36,000	14,960	21,040	36,000	34,000	38,200
Road Striping/Asphalt Repair	-	2,200	150	2,050	2,200	400	1,500
Consumable - Vehicle	1,000	4,000	1,400	2,600	2,500	1,700	2,000
IT Support	58	200	-	200	200	-	-
Large Equipment Rental	-	-	32	(32)	-	-	-
Wildlife Mitigation	1,025	3,000	1,094	1,906	3,000	2,000	3,000
Disaster Recovery	-	-	18,306	(18,306)	-	36,100	-
Total Operations	81,525	76,451	56,668	19,783	83,900	112,200	76,100

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Expenditures Detail

	(unaudited)	2018	2018		2018	2018	2019
Description	2017 Actual	Adopted Budget	YTD as of 9/30	2018 Unexpended	Amended Budget	Year-end Projections	Proposed Budget
Labor							
Full Time Wages	45,691	40,500	22,667	17,833	29,103	30,700	32,300
Overtime	1,650	5,000	4,100	900	3,000	6,100	3,700
Part Time/Seasonal/Temp Salaries	15,789	29,500	14,083	15,417	23,460	25,000	33,500
Maintenance Job Search	-	100	-	100	100	100	-
Unemployment	99	150	95	55	150	200	200
Workers Comp (Pinnacol)	3,904	4,900	3,005	1,895	3,570	3,600	3,600
Health/Life/Dental (CEBT)	9,113	8,746	5,550	3,196	11,900	11,900	10,200
FICA	5,051	5,738	3,125	2,613	4,300	4,800	5,400
Retirement	-	1,520	-	1,520	-	-	800
Cell Phone Stipend	600	720	180	540	180	200	800
Parks Maint. Labor Allocation	-	(9,095)	-	(9,095)	(9,095)	(9,100)	(9,100)
Total Labor	81,896	87,779	52,806	34,973	66,668	73,500	81,400
Utilities							
Street Lights	448	500	-	500	500	500	500
Electric	1,636	2,000	1,158	842	2,000	2,200	2,300
Natural Gas	1,251	1,500	596	904	1,500	1,400	1,500
Trash	909	1,000	821	179	1,500	1,000	1,100
Internet/phone	825	1,150	694	456	1,150	1,100	1,200
Total Utilities	5,068	6,150	3,269	2,881	6,650	6,200	6,600
TOTAL PUBLIC WORKS DEPARTMENT	168,489	170,380	112,742	57,638	157,218	191,900	164,100
PUBLIC SAFETY DEPARTMENT							
Operations							
Marshal Dept. Clothing	3,814	1,919	344	1,575	1,000	1,000	1,000
Marshal Vehicle Repair	4,892	5,299	-	5,299	4,000	-	4,000
Memberships/Certifications	605	1,500	90	1,410	500	100	500
Ammunition	499	500	-	500	500	500	500
Training/Conferences/Travel	-	750	-	750	1,000	-	1,000
Annual Fee - Server Maintenance	-	-	-	-	200	-	-
Annual Radio Fees	2,012	2,000	-	2,000	2,000	2,000	2,000
Surety Bond	-	250	150	100	100	100	200
Meals/Travel/Lodging	48	-	-	-	1,500	-	1,000
Office Supplies	869	1,000	387	613	700	500	700
Fuel/Mileage	1,780	3,000	2,037	963	3,000	2,100	3,000
Miscellaneous Expense	-	-	-	-	500	-	-
Departmental Supplies/Equipment	4,740	3,980	1,927	2,053	5,698	2,100	4,000
IT Support	755	1,000	-	1,000	500	-	-
Total Operations	20,012	21,198	4,935	16,263	21,198	8,400	17,900

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Expenditures Detail

	(unaudited)	2018	2018	2018	2018	2018	2019
Description	2017 Actual	Adopted Budget	YTD as of 9/30	Unexpended	Amended Budget	Year-end Projections	Proposed Budget
Labor							
Full Time - Salary	34,038	40,500	28,462	12,038	40,500	40,000	41,600
Marshal Job Search	1,645	-	-	-	-	-	-
FICA	2,235	3,099	1,937	1,162	3,099	3,100	3,200
Unemployment Insurance	35	124	36	88	124	100	100
Temporary/Season Help	600	-	-	-	-	-	-
Workers Comp (Pinnacol)	2,330	2,600	1,750	850	2,600	2,600	2,700
Health/Life/Dental (CEBT)	9,996	8,550	10,432	(1,882)	13,878	13,900	11,200
Retirement	-	2,025	-	2,025	2,025	-	-
Employee On Boarding	740	3,500	-	3,500	1,500	-	200
Cell Phone Stipend	540	720	180	540	720	200	-
Total Labor	52,159	61,118	42,797	18,321	64,446	59,900	59,000
Utilities							
Natural Gas	741	1,000	563	437	1,000	800	900
Electric	273	500	164	336	500	300	400
Telephone/Internet	1,843	1,896	1,685	211	1,896	2,000	2,000
Total Utilities	2,856	3,396	2,413	983	3,396	3,100	3,300
TOTAL PUBLIC SAFETY DEPARTMENT	75,028	85,712	50,145	35,567	89,040	71,400	80,200
PARKS AND RECREATION DEPARTMENT							
<u>Parks</u>							
Operations							
Operating Supplies	227	500	1,239	(739)	3,500	2,000	1,800
Park Maintenance	6,338	5,000	5,178	(178)	3,000	6,500	5,000
Total Operations	6,564	5,500	6,417	(917)	6,500	8,500	6,800
Utilities							
Electric- Gazebo	512	825	314	511	825	600	600
Electric -Fountain	1,343	850	756	94	850	1,200	1,300
Total Utilities	1,854	1,675	1,070	605	1,675	1,800	1,900
Total Parks	8,419	7,175	7,487	(312)	8,175	10,300	8,700

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Expenditures Detail

	(unaudited)	2018	2018	2018	2018	2018	2019
Description	2017 Actual	Adopted Budget	YTD as of 9/30	Unexpended	Amended Budget	Year-end Projections	Proposed Budget
Pool							
Labor							
Lifeguard Salaries	17,570	17,950	7,158	10,792	11,017	7,200	15,000
Unemployment	15	300	21	279	300	100	100
Workers Comp	-	200	-	200	200	200	200
FICA	1,343	918	548	370	900	600	1,100
Public Works Labor Allocation - POOL	-	-	-	-	-	-	-
CPO Training	250	250	-	250	225	-	300
Total Labor	19,178	19,618	7,727	11,891	12,642	8,100	16,700
Operations							
Pool Food	287	500	46	454	500	100	500
Pool Supplies	406	2,200	1,027	1,173	2,200	1,000	2,000
Office Supplies	25	-	32	(32)	-	100	100
Pool Inspections	125	125	130	(5)	130	100	100
Pool and Pool Building Maintenance	859	1,300	4,648	(3,348)	1,300	4,600	1,300
Total Operations	1,702	4,125	5,883	(1,758)	4,130	5,900	4,000
Utilities							
Electric - Pool	728	1,000	2,517	(1,517)	1,000	2,700	2,800
Natural Gas - Pool	1,554	1,200	909	291	1,200	1,100	1,200
Telephone - Pool	538	450	448	2	1,000	800	800
Total Utilities	2,821	2,650	3,874	(1,224)	3,200	4,600	4,800
Total Pool	23,701	26,393	17,484	8,909	19,972	18,600	25,500
TOTAL PARKS AND RECREATION DEPARTMENT	32,120	33,568	24,971	8,597	28,147	28,900	34,200
GENERAL GOVERNMENT DEPARTMENT							
Operations							
CIRSA Liability Insurance	14,419	16,500	6,824	9,676	16,500	11,000	11,000
Town Attorney	12,388	14,000	30,105	(16,105)	29,000	34,700	14,000
Capital Outlay	3,290	-	-	-	-	-	-
Volunteer Medical	-	250	-	250	250	-	-
Non Salaried Board (Pinnacol)	884	1,460	921	539	1,460	1,000	1,000
Annual Fees/Dues	1,125	600	515	85	600	600	600
Professional Services	-	100,000	18,706	81,294	100,000	100,000	5,000
Mountain States Employer's Council.	1,350	1,350	1,400	(50)	1,350	1,400	1,400
Audit Services	5,900	5,900	-	5,900	5,900	5,900	6,100
Total Operations	39,355	140,060	58,470	81,590	155,060	154,600	39,100
TOTAL GENERAL GOVERNMENT	39,355	140,060	58,470	81,590	155,060	154,600	39,100
TOTAL GENERAL FUND EXPENDITURES	\$ 464,490	\$ 610,678	\$ 389,850	\$ 220,828	\$ 665,458	\$ 645,000	\$ 534,900

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
General Fund Summary

Description	(unaudited)	2018	2018	2018	2018	2018	2019
	2017 Actual	Adopted Budget	YTD as of 9/30	Uncollected/ Unexpended	Amended Budget	Year-end Projections	Proposed Budget
REVENUE							
Property Taxes	\$ 152,522	\$ 156,800	\$ 155,763	\$ 1,037	\$ 156,800	\$ 156,800	\$ 160,200
Specific Ownership Taxes	20,784	16,000	10,928	5,072	16,000	16,800	17,300
Sales & Use Taxes	155,626	139,490	108,077	31,413	139,490	172,400	175,000
Franchise Taxes	47,328	44,100	16,542	27,558	44,100	46,800	47,600
Lodging Taxes	14,938	13,900	4,186	9,714	13,900	4,200	43,400
Intergovernmental Taxes/Fees	33,382	32,750	17,893	14,858	32,750	33,000	32,100
Intergovernmental Grants	60,673	125,853	52,543	73,310	125,853	160,900	71,300
Charges for Services	15,992	19,800	9,096	10,704	19,800	9,600	13,500
Fines and Forfeitures	645	8,500	685	7,815	8,500	1,000	1,000
Licenses & Permits	13,473	16,225	13,641	2,584	16,225	14,500	18,500
Donations/Nonprofit Grants	27,129	50,000	3,685	46,315	50,000	51,500	-
Other Sources	3,437	700	1,940	(1,240)	700	19,000	2,100
Total Revenue	545,929	624,118	394,977	229,141	624,118	686,500	582,000
EXPENDITURES							
Administration	148,699	171,568	142,183	29,385	229,428	196,100	212,000
Judicial	800	9,390	1,339	8,051	6,565	2,100	5,300
Public Works	168,489	170,380	112,742	57,638	157,218	191,900	164,100
Public Safety	75,028	85,712	50,145	35,567	89,040	71,400	80,200
Parks & Recreation	32,120	33,568	24,971	8,597	28,147	28,900	34,200
General Government	39,355	140,060	58,470	81,590	155,060	154,600	39,100
Total Expenditures	464,490	610,678	389,850	220,828	665,458	645,000	534,900
Excess (Deficiency) of Revenue over Expenditures	81,439	13,440	5,126	8,314	(41,340)	41,500	47,100
OTHER FINANCING SOURCES/USES							
Transfer to Capital Reserve Fund	(11,000)	(225,385)	-	(225,385)	(238,087)	(303,536)	(48,700)
Total Other Financing Sources (Uses)	(11,000)	(225,385)	-	(225,385)	(238,087)	(303,536)	(48,700)
Net Change in Fund Balance	70,439	(211,945)	5,126	(217,071)	(279,427)	(262,036)	(1,600)
CUMULATIVE FUND BALANCE							
Beginning Fund Balance	310,898	348,440	381,336		416,017	381,336	119,300
Net Change in Fund Balance	70,439	(211,945)	5,126	(217,071)	(279,427)	(262,036)	(1,600)
Ending Fund Balance	381,336	136,495	386,463	(217,071)	136,590	119,300	117,700
Less Restrictions, Commitments & Assignments:							
TABOR Reserve	16,965	10,462	10,462	-	10,462	19,300	17,700
Town Contingency		26,129	-	26,129	26,129	-	-
Unassigned Fund Balance	\$ 364,371	\$ 99,904	\$ 376,001	\$ (243,200)	\$ 99,999	\$ 100,000	\$ 100,000

TOWN OF GREEN MOUNTAIN FALLS

2019 Annual Budget

Capital Reserve Fund

Description	(unaudited)	2018	2018	2018	2018	2019
	2017 Actual	Adopted Budget	YTD as of 9/30	Unexpended	Year-end Projection	Proposed Budget
REVENUE						
Intergovernmental Revenue						
RTA Capital Funds	\$ -	\$ 255,369	\$ -	\$ 255,369	\$ -	\$ 284,700
State Grants - GOCO	-	210,515	-	210,515	-	-
State Grants - DOLA	-	-	-	-	139,700	-
Federal Grants	-	9,000	-	9,000	-	16,500
Total Intergovernmental Revenue	-	474,884	-	474,884	139,700	301,200
Other Revenue						
Interest	-	1,500	-	1,500	1,500	1,500
Grants	-	-	-	-	-	-
Donations	-	42,000	21,250	20,750	27,200	-
Total Other Revenue	-	43,500	21,250	22,250	28,700	1,500
Total Revenue	-	518,384	21,250	497,134	168,400	302,700
EXPENDITURES						
Capital Outlay						
Accounting Software Upgrade	-	3,300	-	3,300	-	-
Computer/Related Hardware Replacements	-	3,300	-	3,300	3,300	3,300
Mower Replacement	-	9,000	8,811	189	8,800	-
Marshal Patrol Vehicle Replacement	-	33,000	32,764	236	32,800	-
Pool Deck Repair	-	5,000	764	4,236	800	-
Plant Trees - Arbor Day	-	5,000	-	5,000	-	-
Lake Project						
island wall replacement; island sod	4,140	59,800	42,836	16,964	42,900	-
bridge replacement	-	34,190	-	34,190	-	-
installation of Park Sprinkler System/Re-sod	-	48,000	50,715	(2,715)	69,900	-
railway, perimeter path grading	-	57,074	-	57,074	-	-
perimeter path installation	-	9,282	-	9,282	-	-
playpark items	-	3,591	-	3,591	-	-
ADA ramp/fishing pier	-	-	-	-	-	10,000
lake outlet reconfiguration	-	50,000	-	50,000	-	-
Public Restroom Upgrades	-	18,750	-	18,750	-	19,000
lake valve control automation	-	12,000	-	12,000	-	12,000
Armor Lake West Shore - New Path	-	-	-	-	-	5,000
Speed Control Devices on Ute Pass Ave.	6,857	-	-	-	-	-
Belvidere Ave. Widening and Overlay	-	222,369	-	222,369	-	224,100

TOWN OF GREEN MOUNTAIN FALLS

2019 Annual Budget

Capital Reserve Fund

Description	(unaudited)	2018	2018	2018	2018	2019
	2017 Actual	Adopted Budget	YTD as of 9/30	Unexpended	Year-end Projection	Proposed Budget
Lake Street Sidewalk Replacement	-	-	-	-	6,000	-
Repair Maple Street Bridge	-	-	-	-	-	35,200
Repair/Replace Midland Culvert Crossing	-	-	-	-	-	52,000
Belvidere/Olathe Sediment Removal	-	-	-	-	-	26,500
El Paso Trail Road & Drainage Improvements	-	-	-	-	-	40,800
Iona Ave Drainage/Road Repair	-	-	-	-	-	32,300
Repair Conn Trail Flood Damage	-	-	-	-	-	-
Divert Stormwater from Hotel St. to Creek	-	-	-	-	-	13,000
Divert Stormwater from Ute Pass Ave to Creek	-	-	-	-	-	8,000
Divert Stormwater from Foster Ave to Creek	-	-	-	-	-	5,000
Lake Sediment Dredging	-	-	-	-	-	23,000
Stilling Basins	-	33,000	-	33,000	-	66,000
Stormwater Improvements - Ute Pass	-	31,000	-	31,000	-	-
Replace Altitude Sign	-	3,000	-	3,000	-	3,000
Town Hall Monument Signage	-	8,000	-	8,000	-	-
Community Events Board	-	9,000	-	9,000	-	-
Town Hall Facilities Improvements	-	16,900	-	16,900	-	-
Town Hall Other Needs	-	-	-	-	-	-
Total Capital Outlay	10,997	674,556	135,890	538,666	164,500	578,200
Excess (Deficiency) of Revenue over Expenditure	(10,997)	(156,172)	(114,640)	(41,532)	3,900	(275,500)
OTHER FINANCING SOURCES/USES						
Transfer from General Fund	11,000	225,385	-	225,385	303,536	48,700
Transfer from Conservation Trust Fund	-	24,942	-	24,942	25,000	-
In-kind Volunteer Labor	-	9,282	-	9,282	-	-
Total Other Financing Sources (Uses)	11,000	259,609	-	259,609	328,536	48,700
Net Change in Fund Balance	3	103,437	(114,640)	218,077	332,436	(226,800)
CUMULATIVE FUND BALANCE						
Beginning Fund Balance	-	-	-	-	3	332,440
Net Change in Fund Balance	3	103,437	(114,640)	218,077	332,436	(226,800)
Ending Fund Balance	3	103,437	(114,640)	218,077	332,440	105,640
Less Restrictions, Commitments & Assignments:						
TABOR reserve	-	14,468	14,468	-	4,200	8,500
Ending Fund Balance	\$ 3	\$ 88,969	\$ (129,108)	\$ 218,077	\$ 328,240	\$ 97,140

TOWN OF GREEN MOUNTAIN FALLS
2019 Annual Budget
Conservation Trust Fund

Description	(unaudited) 2017 Actual	2018 Adopted Budget	2018 YTD as of 9/30	2018 Uncollected/ Unexpended	2018 Budget Changes	2018 Year-end Projection	2019 Proposed Budget
REVENUE							
Intergovernmental Revenue							
Lottery Proceeds	\$ 8,394	\$ 9,000	\$ 6,422	\$ 2,578	\$ (9,000)	\$ 9,000	\$ 9,000
Total Intergovernmental Revenue	8,394	9,000	6,422	2,578	(9,000)	9,000	9,000
Other Revenue							
Interest	281	95	-	95	(95)	300	300
Total Other Revenue	281	95	-	95	(95)	300	300
Total Revenue	8,674	9,095	6,422	2,673	(9,095)	9,300	9,300
EXPENDITURES							
Parks and Recreation							
Labor	9,190	9,095	-	9,095		9,100	9,100
Total Parks and Recreation Expenditures	9,190	9,095	-	9,095	-	9,100	9,100
Excess (Deficiency) of Revenue over Expenditure	(516)	-	6,422	(6,422)	(9,095)	200	200
OTHER FINANCING SOURCES/USES							
Transfer to Capital Improvement Fund	-	(24,942)	-	(24,942)		(25,000)	-
Total Other Financing Sources (Uses)	-	(24,942)	-	(24,942)	-	(25,000)	-
Net Change in Fund Balance	(516)	(24,942)	6,422	(31,364)	(9,095)	(24,800)	200
CUMULATIVE FUND BALANCE							
Beginning Fund Balance	25,853	25,853	25,853		(516)	25,337	537
Net Change in Fund Balance	(516)	(24,942)	6,422	(31,364)	(9,095)	(24,800)	200
Ending Fund Balance	25,337	911	32,275	(31,364)	(9,611)	537	737
Less Restrictions, Commitments & Assignments:							
Town Contingency	-	911	-	911	(911)		
Restricted Fund Balance	\$ 25,337	\$ 0	\$ 32,275	\$ (32,275)	\$ (8,700)	\$ 537	\$ 737

RESOLUTION NO. 2018 - 21

RESOLUTION TO SET MILL LEVIES

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2019, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, FOR THE 2019 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls has adopted the annual budget in accordance with the Local Government Budget Law, on December 4, 2018; and,

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$160,200; and,

WHEREAS, the 2018, valuation for assessment for the Town of Green Mountain Falls as certified by the El Paso County Assessor is \$8,479,190; and,

WHEREAS, the 2018, valuation for assessment for the Town of Green Mountain Falls as certified by the Teller County Assessor is \$527,770;

NOW, THEREFORE BE IT RESOLVED by the Board of Trustees of the Town of Green Mountain Falls Colorado:

Section 1. That for the purpose of meeting all general operating expenses of the Town of Green Mountain Falls during the 2019 budget year, there is hereby levied a tax of 17.588 mills upon each dollar of the total valuation for assessment of all taxable property within the Town for the year 2019.

Section 2. That the Mayor is hereby authorized and directed to immediately certify to the County Commissioners of El Paso and Teller Counties, Colorado, the mill levies for the Town of Green Mountain Falls as hereinabove determined and set.

Adopted: This 4th day of December, 2018.

ATTEST:

Jane Newberry, Mayor

Judy A. Egbert, Interim Town Clerk

RESOLUTION NO. 2018 - 22

RESOLUTION TO APPROPRIATE SUMS OF MONEY

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSE AS SET FORTH BELOW, FOR THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, FOR THE 2019 BUDGET YEAR

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law, on December 4, 2018, and;

WHEREAS, the Board of Trustees has made a provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, thereby establishing a limitation on expenditures for the operation of the City.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of the Town of Green Mountain Falls, Colorado:

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund for the purposes stated:

General Fund:	<u>\$ 583,600</u>
Capital Improvement/Fund:	<u>\$ 578,200</u>
Conservation Trust Fund	<u>\$ 9,100</u>

ADOPTED this 4th day of December, 2018.

ATTEST:

Jane Newberry, Mayor

Judy A. Egbert, Interim Town Clerk

**GREEN MOUNTAIN FALLS, COLORADO
RESOLUTION NO. 2018-23**

**A RESOLUTION NAMING APPOINTMENTS TO COMMITTEES,
COMMISSIONS, AND OUTSIDE AGENCIES**

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls, Colorado, pursuant to Colorado statute and the Town of Green Mountain Falls Municipal Code, is vested with the authority of administering the affairs of the Town of Green Mountain Falls, Colorado; and

WHEREAS, the Board of Trustees appoints members to the Planning Commission for regular, limited terms; and

WHEREAS, the Board of Trustees appoints members to various standing and ad-hoc advisory committees for regular, limited terms; and

WHEREAS, the Board of Trustees appoints various people to outside agency appointments to represent the interests of the town; and

WHEREAS, minimizing vacancies to these appointments – whether by reappointment or new appointment in advance of term expirations – maximizes continuity in each agency;

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

Section 1.

The following members, alternates, or secretaries—as indicated—are hereby appointed, nominated, or reaffirmed to these commissions, committees, and outside agencies for the terms as specified:

Member Name	Term Beginning*	Term Ending**
GMF Planning Commission		
<i>The Planning Commission is charged with advising the Board of Trustees in matters of building permits, parking, signage, architectural controls, planning, and zoning, as well as the formulation of a Comprehensive Plan. The Commission consists of a fixed membership of five (5) members serving two (2) year terms, until replaced, appointed by the Board of Trustees. The Planning Commission itself elects a Chair and Vice Chair from among their members.</i>		

Member Name		Term Beginning*	Term Ending**
<i>The Board of Trustees may designate a Secretary who is not a Member of the Commission. In addition, the Mayor is a non-voting ex-officio member of the Planning Commission.</i>			
<i>Town Code Chapter 2 Article IX C.R.S. Title 31 Article 23 Part 2</i>			
Eric Caldwell	(3)	June 3, 2018	June 3, 2020
Dick Bratton	(2)	January 20, 2017	January 20, 2019
Rocco Blasi	(1)	April 12, 2017	April 12, 2019
Greg Williamson	(1)	June 20, 2017	June 20, 2019
Vacant	(1)	January 16, 2018	January 16, 2020
Katharine Guthrie (Secretary)			Until replaced
GMF Parks & Recreation Advisory Committee			
<i>The Parks & Recreation Advisory Committee is a standing committee charged with reviewing the maintenance and capital needs of the Town's parks, recreation facilities, and trails, as well as the formulation of a Parks & Recreation Master Plan. The Committee consists of a fixed membership of seven (7) members serving staggered three (3) year terms, appointed by the Board of Trustees. The Committee itself elects a Chair and Vice Chair from among their members. In addition, the Board of Trustees appoints a Secretary who is not a Member of the Committee.</i>			
<i>Town Code Chapter 2 Article XII</i>			
Vacancy (Member)			
Vacancy (Member)			
Vacancy (Member)			
Vacancy (Member)			
Vacancy (Member)			
Vacancy (Member)			
Vacancy (Member)			

Member Name	Term Beginning*	Term Ending**
Vacancy (Secretary)		
GMF Trails Committee <i>The Trails Committee is an ad-hoc committee charged with recommending for approval and carrying out a body of work maintaining and expanding the Town trail system. The Committee consists of a fixed membership of nine (11) members serving staggered three (3) year terms, appointed by the Board of Trustees. The Committee itself elects a Chair and Vice Chair from among their members. In addition, the Board of Trustees appoints a Secretary who is not a Member of the Committee.</i>		
Resolution 2017-09		
Dick Bratton	(1) January 16, 2018	January 16, 2022
Tom McCormick	(1) January 16, 2018	January 16, 2022
Claudia Eley	(1) January 16, 2018	January 16, 2022
Rocco Blasi	(1) January 16, 2018	January 16, 2022
Richard Truesdell	(1) January 16, 2018	January 16, 2021
Jan Smith	(1) January 16, 2018	January 16, 2021
Richard Brown	(1) January 16, 2018	January 16, 2021
Mike Lohman	(1) January 16, 2018	January 16, 2021
Greg Pfander	(1) January 16, 2018	January 16, 2020
Lisa Townsend	(1) January 16, 2018	January 16, 2020
Rebecca Ochkie	(1) January 16, 2018	January 16, 2020
Vacancy (Secretary)		Until replaced
PPACG Board of Directors <i>The Pikes Peak Area Council of Governments is comprised of membership spanning 16 participating local counties and municipalities. Its Board of Directors is charged with establishing objectives and policies related to issues that cross political boundaries, shared opportunities and challenges, and collaborative strategies for action. As a participating</i>		

Member Name	Term Beginning*	Term Ending**
<i>member government, the Town Board of Trustees designates a voting representative and an alternate from among the elected Board of Trustees to represent the Town during their term of office.</i>		
<i>PPACG Board of Directors Bylaws, Article IV</i>		
Tyler Stevens, Trustee	April 18, 2016	April 21, 2020
Jane Newberry, Mayor (Alternate)	April 15, 2014	April 21, 2020
PPACG Community Advisory Committee <i>The Community Advisory Committee serves as the formal mechanism for the active participation of citizens in the planning, promotion, and evaluation of activities of the Pikes Peak Area Council of Governments, and assists the PPACG staff in keeping the general public informed relative to regional plans and programs. The CAC is a nontechnical body comprised of volunteers who offer a citizen's perspective on issues such as transportation, the environment, economic development and military impact planning in the Pikes Peak region. The Town Board of Trustees nominates a citizen representative who has a sincere interest in serving the community. The PPACG Board of Directors approves all nominations. Representatives may serve up to two (2) consecutive three (3) year terms.</i>		
<i>PPACG CAC Bylaws</i>		
Ann Esch	May 1, 2018	November 30, 2020
Jane Newberry/Tyler Stevens (alternates)	May 1, 2018	November 30, 2020
PPRTA Board of Directors <i>The Pikes Peak Rural Transportation Authority Board of Directors has primary responsibility for the management and disbursement of funds generated by the Authority, and the activities that support those functions. As a participating member government, the Town Board of Trustees appoints a single Director from among the elected Board of Trustees to represent the Town, for a calendar year term of office.</i>		
<i>Intergovernmental Agreement Regarding the Pikes Peak Rural Transportation Authority</i>		
Tyler Stevens, Trustee	January 1, 2018	December 31, 2018
PPRTA Citizen Advisory Committee <i>The 17-member Pikes Peak Rural Transportation Authority Citizen Advisory Committee's primary objective is to ensure the capital, maintenance, and public transportation projects and programs approved by voters during the November 2, 2004 election and the November 6, 2012 election are accomplished with PPRTA funds. The committee reports directly to the PPRTA Board of Directors, and is charged with reviewing the budgets of the five local member</i>		

Member Name	Term Beginning*	Term Ending**
<p><i>governments to monitor the expenditure of PPRTA funds on capital, maintenance, and public transportation projects and programs. The Town Board of Trustees appoints two members from among the residents of the PPRTA geographic boundaries to three-year staggered terms. Representatives from member governments do not have term limits.</i></p> <p style="text-align: right;"><i>PPRTA CAC Bylaws</i></p>		
Ann Esch	January 1, 2017	December 31, 2020
Richard “Reb” Williams	October 16, 2018	December 31, 2020
Jane Newberry/Tyler Stevens (alternates)	May 1, 2018	April 21, 2020
<p>PPRBD Advisory Board</p> <p><i>The Pikes Peak Regional Building Department Advisory Board renders advice in the administration operation of the department in matters related to administration and financing and budget of the department. The Town Board of Trustees appoints one representative to the Advisory Board.</i></p> <p style="text-align: right;"><i>By-laws of the Regional Building Commission</i></p>		
Chris Quinn, Trustee	March 2014	
<p>El Paso County Community Development Advisory Board (CDAB)</p> <p><i>On April 1, 2009, El Paso County became an "entitlement community" and was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.</i></p> <p><i>The Community Development Advisory Board (CDAB) reviews matters of importance regarding the CDBG program and makes recommendations to the El Paso County Board of Commissioners concerning community development issues and use of CDBG funds.</i></p> <p><i>The CDAB is comprised of 12 voting members, including a representative from each of the municipalities participating in the El Paso County CDBG Program and a representative from each of the commissioner districts. Participating municipalities advise the Board of County Commissioners who they have designated as their representative. Members are appointed for five-year terms, with terms initially staggered, and are limited to serving two consecutive five-year terms.</i></p>		
Tyler Stevens	(2) May 2017	April 2022 X

Member Name	Term Beginning*	Term Ending**
CML Policy Committee <i>The Colorado Municipal League represents the shared interests of 269 of Colorado's 272 incorporated municipalities. The CML Policy Committee has significant policy development responsibilities. The committee is responsible for reviewing of requests from member municipalities for CML-initiated legislation and recommending specific positions to the CML Board, reviewing of requests for policy positions from member municipalities and recommending specific positions to the CML Board, review of known or potential legislative issues or bills, consideration of staff recommendations, and recommending specific positions to the CML Board, and review of the League's Annual Policy Statement that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary, culminating in the ballot questions presented to CML members at the Annual Business Meeting that takes place as part of CML's Annual Conference. Each member municipality of CML is entitled to designate one representative to the League's Policy Committee. One alternate may also be designated, and that alternate should attend only if the appointed member is unable to attend.</i>		
Tyler Stevens, Trustee	July 2018	June 2019
Vacancy (Alternate)	July 2018	June 2019

* (N) indicates that the specified term is the member's Nth consecutive term.

** "X" indicates that the member is term-limited at the conclusion of the specified term.

Section 2.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Town Board hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3.

Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this resolution are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this resolution.

Introduced, Read, Passed, and Adopted at a regular meeting of the Board of Trustees of the Town of Green Mountain Falls on this 4th day of December, 2018.

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

Jane Newberry, Mayor

ATTEST:

Judy A. Egbert, Interim Clerk

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2018-10

AN ORDINANCE ADOPTING BY REFERENCE THE REVISED 2017 PIKES PEAK REGIONAL BUILDING CODE AND AMENDING SECTION 18-1 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE ACCORDINGLY

WHEREAS, the Town previously adopted the 2017 Pikes Peak Regional Building Code by reference and according to Title 31, Article 16, Part 2, C.R.S.;

WHEREAS, the Pikes Peak Regional Building Department has revised its 2017 Pikes Peak Regional Building Code to address the new FIRM adopted by FEMA effective as of December 7, 2018; and

WHEREAS, the Board of Trustees deems it necessary to adopt the revised version of the 2017 Pikes Peak Regional Building Code to ensure better public health and safety in the construction of new or remodeled buildings within the Town.

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

Section 1. Section 18-1 of the Green Mountain Falls Municipal Code is hereby amended to read as follows:

Pursuant to Title 31, Article 16, Part 2, C.R.S., the 2017 Pikes Peak Regional Building Code with amendments adopted by the Pikes Peak Regional Building Department effective as of December 7, 2018, as published by the Pikes Peak Regional Building Department, is adopted by reference as the primary code, including all secondary codes referred to therein, hereinafter collectively referred to as the Pikes Peak Regional Building Code, Regional Building Code, "this Code" or "RBC" and are hereby enacted as the Building Code of the Town for use to regulate building construction activities within the Town.

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 this 6th day of November 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED this ____ day of _____, 2018, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

Jane Newberry, Mayor

ATTEST:

Judy Egbert, Interim Town Clerk

APPROVED AS TO FORM:

Jefferson Parker, Town Attorney

Published in the Pike Peaks Courier, _____ 2018.



Town of Green Mountain Falls

Memorandum

To: Mayor and Board of Trustees
From: Jason S. Wells, Interim Town Manager
Re: Management Report
Date: December 4, 2018

1) Flood Response

a) Outside Funding Eligibility/Disaster Declaration

i) Outside Funding Sources

- (1) Department of Local Affairs – \$139,730 awarded to address below project needs
 - (a) 50% local match decreased to 25% upon request due to proof of financial hardship
 - (b) Next step – awaiting delivery of executed grant contract
- (2) NRCS Emergency Watershed Protection Program – See separate presentation by PM Andre Brackin
 - (a) Damage Survey Report (DSR) Completed – estimated \$400K (appx.) in channel stabilization needs
 - (b) Private property eligibility
 - (c) 25% local match required – Appx. \$100K
 - (d) Next Steps -- Waiting to hear about potential award

b) Priority Projects

- i) Midland Culvert Replacement - \$51,715
 - (1) Next Steps – Design/Permitting/Construction Bid Solicitation – Wilson & Co. proposal
- ii) Maple St. Bridge Repair - \$35,184
- iii) Olathe/Belvidere Sediment Removal - \$26,413
 - (1) Possible Coordination w/ Belvidere Ave Resurfacing Project in Spring, 2019
- iv) El Paso Trail Road Rehabilitation - \$40,711
- v) Iona Ave Culvert Replacement - \$32,282

2) Departmental Info

a) Town Clerk

- i) See included comprehensive report
- ii) Items of Mutual Clerk/Mgr. Interest
 - (1) Online Muni Code Updates
 - (2) Continued Website Enhancements

b) Marshall's Office

- i) Verbal report to be provided
- ii) Items of Mutual Marshal/Mgr Interest
 - (1) Update on IT/AV Needs in Board Chambers

c) Public Works

- i) Training – CO Local Technical Assistance Program
 - (1) Grader Operation
 - (2) Small Bridge Inspection
- ii) Parks

Management Report

January 27, 2017

- (1) Water Service – CSU Regulatory Compliance/Backflow Preventers ** On Hold Due to Staffing/Funding
- (2) Restrooms – 2019 Capital Reserve Priority
- iii) Road Maintenance
 - (a) Snow Removal Operations – Circulate SOP?
 - (b) Retention of Part-Time Grader/Snow Plow Operator/Equipment Maintenance Lead
 - (c) Priority Operations Since June/July
 - (d) Implementation of Defined Zone-Based Maintenance Protocols
 - (e) Pine/Mountain Ave Intersection –Re-Opened per Neighborhood Feedback
 - (f) Researching Outsource Options for Culvert Clean-Outs
- iv) Belvidere Ave Improvement Project – deferred to spring, 2019 per County decision
- v) Lake/Park Improvements
 - (1) Memorial Park Bench Policy?
- d) Pool
- e) Planning
 - i) Establishment of Staff Planning Function
 - (1) Americorps VISTA Program Application – Proposed scope being reviewed at state Americorps office
 - (2) PPACG Technical Assistance
 - ii) Short-Term Rental Operations – Implementation of New Licensing Structure
 - (1) Status Update
 - iii) Economic Development
 - (a) Fiber Optics/Broadband – Oct. 23rd meeting w/ Fire Dpt. & HR Green
 - (b) Follow Through on EPC Enterprise Zone Designation - ** On Hold
 - iv) Request to Elevate Portion of Iona Rd. - ** On Hold
 - v) New Fire Station Construction
 - (1) Drainage Plan – Kiowa Review Complete
 - (2) Street Paving
- f) Human Resources
 - i) Clerk-Treasurer Appointment – see separate action item on agenda
 - ii) Town Clerk Coordination w/ Town Manager on Comprehensive Job Description Revisions
 - iii) Needed Personnel Policies (in addition to recently-adopted Employee Handbook)
 - (1) Retirement contribution policy
 - (2) Compensation policies
 - (3) Mobile device usage policy
 - (4) Cell phone stipend policy
 - iv) Volunteer Utilization Policies Needed - ** On Hold
- g) Finance
 - i) Financial Control Mechanisms – Improvements Ongoing
 - ii) Budget
 - (1) 2019 Budget Adoption – see separate action item on agenda
 - (2) External Entity Reporting
 - (a) HUTF Reporting – Contingent on 2017 Financials (see below)
 - iii) Auditing
 - (1) 2017 Audit Status – On-Site Auditor Visits Oct. 2nd/Oct. 25th – Progress Continuing

Management Report

January 27, 2017

- h) Information Technology
 - i) A/V Needs
 - (1) Still Awaiting Microphone Install Assistance from Axxis
 - (2) Projector/Screen/Wiring quote from Axxis - \$5,221 vs. \$3,300 budgeted
 - ii) Website
 - (1) New (state-hosted) Site Launched; Content Being Constantly Increased/Managed
 - (2) Old (county-hosted) Site Now Archived per State Law & to be Taken Offline Soon
 - iii) Hardware assessment/capital planning/desktop support – Flair Data Systems engagement
- 3) Grants
 - a) Q3 Requests for Reimbursement Completed
 - i) DoLA Town Manager Grant - \$56,161.62 remaining as of Oct. 1 (of original \$125K award)
 - ii) Comp Plan Update Grant –
 - (1) DoLA Grant - \$34,977.50 remaining as of Oct. 1 (of original \$50K award)
 - (2) HGMFF – Reimbursement Requests for remaining 50 percent submitted; progress report needed
 - b) Kirkpatrick Foundation Sidewalk Replacement Grant
 - c) Fishing is Fun Automated Lake Valve Grant - - ** On Hold
 - (1) Grant Administration Needs
 - (2) Project Management Needs
 - d) CDBG - Lake Access Grant - \$7,500 – ADA Fishing Pier ** On Hold
 - i) Notice to Proceed Issued on 9/5
 - ii) Project Management/Grant Administration Needs
- 4) Intergovernmental
 - a) Pike’s Peak Area Council of Governments
 - i) 2018 Water Quality Management Plan
 - ii) DoLA Mini-Grant for GIS Needs
 - b) Colorado Springs Utilities
 - i) Need to Refine Right-of-Way Encroachment Permitting Process
 - (1) Collaboration w/ CSU Ongoing
 - (2) Refinement of Excavation Permitting/Fee Collection Processes
 - ii) Coordination w/ Utility Regarding Street Light Billing – 11/16 meeting w/ CSU staff; addt’l meeting pending
 - c) Green Mountain Falls/Chipita Park Fire Department
 - i) Need to Clarify Process for Formal Declaration (and Rescinding) of Fire Restrictions – ordinance forthcoming
- 5) Insurance Administration
 - a) CIRSA
 - i) Claims
 - (1) June 24th Hail Damage
 - (a) Follow-Up with Roofing Companies Needed - ** On Hold
- 6) Emergency Management
 - a) Coordination w/ CUSP re: Fire Mitigation Efforts Underway
- 7) Legal
 - a) Comcast Franchise Agreement – See separate agenda item
 - b) Ordinance Establishing Utility Co-Location Option Requirement – See separate agenda item
 - c) Ordinance Clarifying Fire Restriction Declaration Processes - forthcoming



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: November 29, 2018

Routine activities continuing

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

Election

The election has final numbers certified, and has been posted and submitted to DOLA as required.

Human Resources

Laura Kotewa will be at this meeting and take the oath of office as Town Clerk/Treasurer. Her training plan will be developed as she begins employment.

Progress continues, with these items still remaining:

- Creating ancillary policies referenced in the employee handbook.
- In-processing/onboarding documentation
- Implementation of payroll benefits tracking within the payroll system.

Open enrollment continues for the employee health insurance program.

Website

Archival of the old website is completed. Targeted date for removal of December 1. IT consultants are continuing the process of redirecting the URL.

Records Management

Work continues to ensure that critical record series are complete and archived. General hard copy files are making progress into a more orderly structure, although there is still significant work to be done. 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

Ordinances adopted since the last supplement are ready to send, pending the Board's action on the Building Code on December 4. This will bring our code current through the end of 2018. Moving forward, we will do a full supplement at the close of each calendar year (hard copy and electronic), and an update quarterly (electronic only).

Near-term actions needed

- 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