



Town of Green Mountain Falls

Regular Board of Trustees Meeting Agenda 10615 Green Mountain Falls Road Tuesday, March 5, 2019 - 7:00 p.m.

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. CONSENT AGENDA
 - a. Approve Board of Trustees Meeting Minutes February 19, 2019
 - b. Bring into Record Bills Run February 28, 2019
 - c. Bring into Record Bill Run 3.1.19
4. NEW BUSINESS
 - a. Presentation by City of Woodland Park/Matrix Engineering Staff Regarding the City's Storm Water Management Program and Fountain Creek Watershed Flood Control and Greenway District's Basin-wide Planning Efforts
 - b. Consideration of Special Event Permit Application for 40th Annual Thin Air Nationals Rod Run (July 20, 2019)
 - c. Resolution No. 2019-08 Approving a Third Amended Intergovernmental Agreement with the Pikes Peak Rural Transportation Authority and Other Member Jurisdictions
 - d. Ratification of Amendments to Agreement for Professional Services -- Flood Recovery Project Design and Engineering
 - e. Consideration of 2018 Audit Engagement Letter
5. OLD BUSINESS
 - a. Update/Discussion on Town Manager Recruitment Process
6. PUBLIC INPUT: 3 Minutes per speaker
7. CORRESPONDENCE
 - a. Planning Commission Workshop Minutes February 26, 2019
 - b. Creek Week email
8. REPORTS
 - a. Trustees
 - b. Town Manager
 - c. Town Clerk
 - d. Marshall
 - e. Public Works
9. EXECUTIVE SESSION
 - a. Pursuant to C.R.S § 24-6-402(e) for the purpose of discussing matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators

10. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
February 19, 2019 – 7:00 P.M.

MEETING MINUTES

<p><u>Board Members Present</u> Mayor Jane Newberry Trustee Margaret Peterson Trustee Katharine Guthrie</p> <p><u>Interim Town Manager</u> Jason Wells</p> <p><u>Town Clerk/Treasurer</u> Laura Kotewa</p>	<p><u>Board Members Absent</u> Trustee Tyler Stevens Trustee Chris Quinn</p> <p><u>Town Attorney</u> Not present</p> <p><u>Public Works</u></p> <p><u>Marshal's Dept.</u> Virgil Hodges</p>
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Workshop on Ordinance 2019-01, An Ordinance Repealing Article V Of Chapter 2 Of The Green Mountain Falls Municipal Code Concerning Social Security And Retirement

Mr. Wells gave some background on the Ordinance.

The workshop was called to order at 7:04pm. With no input from the audience, the session adjourned at 7:06pm.

1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE

The Mayor called the meeting to order at 7:08 p.m. and the Pledge of Allegiance was recited.

2. ADDITIONS, DELETIONS, OR CORRECTIONS TO THE AGENDA

Mayor Newberry made a motion, seconded by Trustee Guthrie, to accept the Agenda. Motion passed.

3. CONSENT AGENDA

- a. Approve Board of Trustees Meeting Minutes February 5, 2019
- b. Bring Into Record Bills Run February 13-14, 2019

Mayor Newberry made a motion, seconded by Trustee Peterson to approve the Consent Agenda. Motion carried.

4. NEW BUSINESS

- a. Consideration of Resolution 2019-07, A Resolution Concerning The Issuance Of Special Events Permits By The Town Of Green Mountain Falls Board Of Trustee Acting As The Local Licensing Authority

Ms. Kotewa gave some background on the Resolution.

A motion was made by Mayor Newberry to approve resolution, Trustee Peterson seconded, motion carried.

The meeting was called to order at 7:16pm

1. Consideration of the Combat Veterans Motorcycle Association Chapter 3-2 Colorado Department of Revenue Special Events Permit for Fermented Malt Beverage license

Mr. Art Loureiro gave some background for the event, Green Box Arts rep Mr. Jesse Stroope, who was present, pledged use of space contingent on this permit and insurance qualifications. The Board asked that Green Box Arts and the Town be mentioned in the event and Permit for Fermented Malt Beverage license insurance.

A motion was made by Mayor Newberry, seconded by Trustee Guthrie to approve the State Special Events Permit locally, with the insurance inclusion. Motion carried.

Adjourned and Reconvened as the Regular Board Meeting at 7:24pm

CONTINUED NEW BUSINESS

- b. Update on Flood Recovery Efforts and Consideration of Design/Engineering Contract

Mr. Wells gave some background and fielded questions, as a rep from Wilson and Co was not able to attend.

A motion was made by Mayor Newberry and seconded by Trustee Guthrie to approve the agreement for Professional Services. Motion carried.

- c. Consideration of the Green Box Arts' Application for Revocable Permit for Temporary Art Display Above Gazebo Lake

Mr. Jesse Stroope gave some background information concerning the artwork. Questions were taken from the Board.

A motion was made by Mayor Newberry and seconded by Trustee Peterson to approve the Green Box Arts' Revocable Permit. Motion carried.

- d. Consideration of Green Box Arts' Special Events Application for the Weekend at the Park event to be held July 4-6, 2019 at various locations near the Farm Stand

Mr. Jesse Stroope answered questions from the Board regarding the event.

A motion was made by Trustee Peterson and seconded by Trustee Guthrie to approve the Green Box Art's Event Permit. Motion carried.

- e. Consideration of Resolution 2019-06, A Resolution Of The Town Of Green Mountain Falls, Colorado, Designating Authorized Signatories On Town Bank Accounts And Individuals Authorized To Conduct Online Banking On Behalf Of Town

Direction given to send a memo out to those needing to sign to mention banking hours, and that the signature cards can be brought to the next BOT.

A motion was made by Trustee Peterson and seconded by Mayor Newberry to approve Resolution 2019-06. Motion carried.

f. Discussion Regarding Temporary Vendor Registration and Sales Tax Collection

Mr. Wells gave some background, wondering to what extent the town will recognize or license vendors during town events. He asked the Board if there was a desire to exempt event vendors from local taxes, what amount of regulation the town would like to be involved in, should vendors self regulate, and would the Board want a vendor permit or registration fee to be collected on behalf of the Town.

A one day event vending permit/registration fee, at a fraction of the business license fee was recommended by the Board. The event coordinator should collect the fee and remit to the town. Vendors are to self regulate tax collection. The form or information should include how to get a state tax license, pay local taxes, and include a taxation table. The Town clerk is assigned the task of creating a draft including a flow chart.

g. Discussion of the Disposition of the Old Sheriff's Office at 10454 Ute Pass Ave and Old Town Hall site on 7035 Oak St

Mayor Newberry gave some history of the 7035 Oak St location. The empty lot sits in a flood plain and is zoned Public Facilities. One option discussed for use of the lot, was to widen the alley right of way and use it for parking. The Board emphasized it does not want the historical sign removed. If this is the final resolution, the lot should be rezoned. The Planning Commission is to prepare a recommendation for the Board.

Mayor Newberry gave some history on the Old Sheriff's Office. The bathroom/plumbing may not work, and the building would need a lot of work to make it habitable. The Town would like to keep the building a historical site. They are not ready, at this time, to consider sale to a private party. The building is currently zoned as Public Facilities.

5. OLD BUSINESS

- a. Public Hearing and Final Adoption, Ordinance 2019-01, An Ordinance Repealing Article V Of Chapter 2 Of The Green Mountain Falls Municipal Code Concerning Social Security And Retirement.

The Public Hearing convened at 8:30pm, and with no further comments or questions adjourned at 8:31pm.

Mayor Newberry made a motion seconded by Trustee Peterson to approve Ordinance 2019-01. Motion carried.

- b. Discussion Regarding Town Adoption Process of the Employee Handbook and other Employment Policies

Mr. Wells made comments about use of the new Holiday Pay policy and the need to adopt this and all changes by resolution. The question was raised as to whether to keep the approval process by Board, or to transfer the approval to the Town Manager.

Board input as to changes that have fiscal impact is available any time the budget comes up for approval; however, the Board prefers having approval options for any change that includes fiscal impact before the change is included permanently in the Handbook.

Mr. Wells will work on changes with our Town Attorney to be presented to the Board in Ordinance form at an upcoming Board meeting to address the preferences of the Board.

c. Discussion Regarding Procurement Policy and Trustee Liaison Roles

Mr. Wells shared information about the need for approval from a now non-existent Trustee Liaison for all procurements. Discussion and questions from the Board followed.

Mayor Newberry made a motion for Administration to move forward with creating an Ordinance to remove the need of Board approval from the Procurement Policy, seconded by Trustee Guthrie. Motion carried.

6. PUBLIC INPUT – 3 Minutes Per Speaker

The first comment was heard at 7:06pm due to lack of quorum present for voting matters. Dick Bratton – pointed out a new base map hung on the wall of the meeting room. Sticky notes can be added to point out requested revisions. He also mentioned that the Comprehensive Plan is in the creative phase, and all are pleased with the progress being made.

Mac Pitrone – shared plowing concerns, about both wear of the equipment, and efficient use of employee time to plow.

7. CORRESPONDENCE:

The board acknowledged the receipt of the Planning Commission minutes from February 12, 2019.

8. REPORTS

- a. Trustees – no report.
- b. Town Manager – Touched on highlights from his submitted report.
- c. Town Clerk – Touched on highlights from her submitted report.
- d. Marshal - Mentioned the closure of Chipita Park Rd coming up
- e. Public Works – Written report submitted.

9. Adjournment

Meeting adjourned at 9:17p.m.

Laura J. Kotewa

Jane Mayberry, Mayor

- Glass containers are not allowed in any area of the park.
- Fires are prohibited except in approved devices.
- If a fire ban has been issued, there will be no fires permitted.
- If there will be vendors at the event, either they or the sponsoring organization will be responsible for collecting sales tax. (Information available through the State Department of Revenue)
- All vendors of any kind doing business in the Town of Green Mountain Falls for any purpose must first obtain a Business License from the Town Clerk, and must pay all relevant local, state and federal taxes.

Name of Event: 40TH ANNUAL TOWN AIR NATIONALS CAR SHOW ROD RUN
 Applicant/Event Coordinator: MARIANO NANDIN, JR.
 Phone: 719-210-0013 Email: jraandin@gmail.com
 Event Sponsors/Promoters: CO SPRG ROD & CUSTOM CAR CLUB
 Event Location within the town: AROUND THE LAKE, GAZEBO AND PLAY GROUND AREA
 Insurance Provider: LIBERTY MUTUAL
 Date of Proposed Event: 20 JUL 19
 Start Time: 6 AM End Time: 6 PM
 Anticipated Number of Participants: 200
 Anticipated Number of Spectators: 1500-2000
 Detailed Description of the Event: CAR SHOW WITH GAMES AND VENDORS FOR PARTICIPANTS. AWARDS CEREMONY AND DOOR PRIZES GIVEN AWAY THROUGHOUT AND AT THE END OF EVENT
 Will Amplification be used: YES If so, what type: DD SET UP ON ISLAND UNDER GAZEBO
 Would Town utilities be needed: Electric Water _____ Gas _____

Applicant Signature:  Date: 18 FEB 19

Conditions, if any, assigned to the Event by the Board of Trustees: _____

Office use:
 Event Permit Fee: _____ Traffic Control Fee: _____ Additional fees: _____ Date Paid: _____
 Date \$100.00 Deposit collected: _____
 Special Event Permit Granted: Yes ___ No ___ Board Approval Date: _____
 Date Certificate of Liability Insurance Attached: _____

 Green Mountains Falls Town Clerk Date _____ Green Mountain Falls Mayor Date _____

**TOWN OF GREEN MOUNTAIN FALLS
2019 SPECIAL EVENT PERMIT – CONSENT AND GENERAL LIABILITIES RELEASE**

The undersigned representative of Co Spgs Rod + Custom Car Club in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for 40TH Annual Town Air Nationals Rod Run, does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death by any participant or spectator, while in or on the premises of the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that all participants and spectators must obey all regulations, laws and ordinances of the Town of Green Mountain Falls,

In signing the foregoing release, the undersigned hereby acknowledges and represents that he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls, understands both documents, and signs this agreement voluntarily.

Signature of Applicant: 

Date: 18 FEB 19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Scott Anderson Agency LLC 4291 Austin Bluffs Parkway #207 Colorado Springs, CO 80918 License #: 314357	CONTACT NAME: SCOTT ANDERSON PHONE (A/C, No, Ext): (719)266-6737 E-MAIL ADDRESS: scott@andersoninsuranceco.com FAX (A/C, No): (866)481-7870
		INSURER(S) AFFORDING COVERAGE NAIC #
INSURED	COLORADO SPRINGS ROD AND CUSTOM CLUB P. O. BOX 461 COLORADO SPRINGS, CO 80901	INSURER A: LIBERTY MUTUAL INSURANCE
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES CERTIFICATE NUMBER: 00000000-54365 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BLS58979201	07/14/2018	07/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Green Box Arts Project, Historic Green Mountain Falls Foundation, LLC, Kirkpatrick Affiliated Family Fun, and Oklahoma City Community Foundation are listed as Additional Insured.

CERTIFICATE HOLDER	CANCELLATION
TOWN OF GREEN MOUNTAIN FALLS ATTN: RENEE PO BOX 524 GREEN MOUNTAIN FALL, CO 80819	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Scott Anderson</i> (SDA)

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Judy Egbert
You were in a video call

PPRTA 3rd Amended and Restated Establishing IGA

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Jennifer Ivey <jivey@isp-law.com>

Feb 14, 2019, 1:20 PM (5 days ago)

to Longinos, MarkWaller@EIPasoCo.com, hollywilliams@elpasoco.com, Kjaray@comsgov.com, thecatman1955@

PPRTA Board Members and legal counsel and clerks of Member Governments,

At this week's Pikes Peak Rural Transportation Authority (PPRTA) Board of Directors meeting the Board approved a proposed Third Amended and Restated Establishing IGA to be referred out to the Member Governments for approval. This Third Amended and Restated Establishing IGA removes language from the Second Amended and Restated Establishing IGA which added restrictions on the timing and amounts of the payments to CDOT for the I-25 Project that went above and beyond the voter-approved ballot language. As such these revisions align the Establishing IGA with what the voters approved in the 2017 ballot (ballot proof attached for your reference) and provide the PPRTA with the voter-approved flexibility as to the timing of not-to-exceed \$10,000,000 for the I-25 Project. It also revises the language at the beginning of Section 5.1.1. to better reflect the intent thereof and match the terminology used in the remainder of the paragraph.

The two attached versions ("redlined" and "clean") of the PPRTA Third Amended and Restated Establishing IGA were approved by the PPRTA Board this week to be referred to its member jurisdictions for review and submission to the governing body for approval. The redlined version shows the changes from the Second Amended and Restated Establishing IGA.

The PPRTA requests that each of its member governments approve this Third Amended and Restated Establishing IGA as soon as

RESOLUTION NO. 2019-08

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, APPROVING A THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR PIKES PEAK RURAL TRANSPORTATION AUTHORITY FUNDED CAPITAL PROJECTS AND MAINTENANCE PROGRAMS

WHEREAS, the Town is currently a party to an Intergovernmental Agreement with the Pikes Peak Regional Transportation Authority ("PPRTA") dated January 1, 2005, which has been amended and restated twice, once following the November 6, 2012 election and again following the November 7, 2017 election;

WHEREAS, the Town Board of Trustees find it to be in the Town's best interest to enter in a third amended and restated intergovernmental agreement with the PPRTA, which shall supersede the current agreement, as it has been amended and restated; and

WHEREAS, the purpose of the third amended and restated IGA is to remove language from restricting the timing and amount of the payments to CDOT for the I-25 Project, which aligns this agreement with voter approval of the 2017 ballot language providing PPRTA with flexibility as to the timing of the not-to-exceed amount of \$10,000,000 for the I-25 Project.

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

Section 1. The Third Amended and Restated Intergovernmental Agreement attached hereto as **Exhibit A** is hereby approved and the Mayor is authorized to execute the same. INTRODUCED, READ and PASSED this __ day of _____, 2019.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Laura J. Kotewa, Town Clerk/Treasurer

Third~~Second~~ Amended and Restated Intergovernmental Agreement
Among El Paso County, Colorado,
The City of Colorado Springs, The City of Manitou Springs,
The Town of Green Mountain Falls, and The Town of Ramah Regarding the Pikes
Peak Rural Transportation Authority

Recitals

- A. El Paso County, Colorado (hereinafter “County”) is a duly-organized county and political subdivision of the State of Colorado.
- B. The City of Colorado Springs (hereinafter “Colo. Spgs.”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- C. The City of Manitou Springs (hereinafter “Manitou”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- D. The Town of Green Mountain Falls (hereinafter “GMF”) is a municipal corporation organized under Title 31 of the Colorado Revised Statutes.
- E. The Town of Ramah (hereinafter “Ramah”) is a duly organized statutory town and political subdivision of the State of Colorado.
- F. County, Colo. Spgs., Manitou, GMF, and Ramah and any other party that is added to this Agreement after the date hereof may be referred to collectively in this Agreement as “Parties” or individually as a “Party.”
- G. The Parties desire to improve funding for expansion and maintenance of regional transportation and transit systems within their jurisdictions, and desire to engage in these activities in a cooperative and comprehensive manner.
- H. Whereas, in 2004, the Board of County Commissioners of El Paso County, Colorado (hereinafter “County Board”), the City Council of the City of Colorado Springs (hereinafter “Colo. Spgs. Council”), the City Council of the City of Manitou Springs (hereinafter “Manitou Council”), and the Board of Trustees of the Town of Green Mountain Falls (hereinafter “GMF Trustees”) mutually determined that the creation of a Rural Transportation Authority, authorized pursuant to Sections 43-4-601 *et seq.*, C.R.S., would be the most effective method of accomplishing the desires of the Parties as reflected in this Agreement.
- I. Whereas, the County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees entered into an Intergovernmental Agreement for Creation of the Pikes Peak Rural Transportation Authority dated August 26, 2004.

- J. Whereas, effective January 1, 2009, Ramah was added as a Party to this Agreement and the territory within its boundaries was included into the Pikes Peak Rural Transportation Authority.
- K. Whereas, the Parties have concluded that it is in the best interest of the Parties and the public to amend the Agreement to reflect current circumstances and needs of the citizens of the Parties.

THEREFORE, be it resolved by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Board of Trustees of the Town of Ramah (hereinafter "Ramah Trustees") that the Parties, based on the mutual promises and considerations contained herein, agree as follows:

Terms and Conditions of Agreement

- 1.0 **Authority to Enter Agreement.** The Parties are authorized to enter into this Agreement pursuant to Sections 43-4-601 *et seq.*, C.R.S.
- 2.0 **Creation, Name of Authority, and Members.** The County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees, established a rural transportation authority pursuant to Section 43-4-603(1), C.R.S. and upon approval of a majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF at the general election held on November 2, 2004, established the Pikes Peak Rural Transportation Authority (A Regional Transportation Authority) (hereinafter the "Authority"). Effective January 1, 2009, the territory within Ramah was included into the boundaries of the Authority and Ramah became a member of the Authority and Party to this Agreement.
- 3.0 **Political Subdivision.** The Authority is a separate political subdivision and body corporate of the State of Colorado, and possesses all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, as restricted by Section 7 of this Agreement.
- 4.0 **Purpose and Activities of the Authority.** The purpose and activities of the Authority shall be limited to the funding of transportation capital improvements, maintenance and operations, and transit service within the Authority boundaries established in this Agreement. Such projects shall be compatible with established state and local transportation plans that transport or convey people or goods, or permit people or goods to be transported or conveyed, within or through El Paso County by any means. It is the intent of the Parties that funding from the Authority will not be used to substitute for or reduce Colo. Spgs.' funding to the existing transit system, or to substitute for or reduce any Party's funding for maintenance activities.
- 4.1 The Parties agree, as the process for accomplishing the projects and activities funded through the Authority, that the Authority Board of

Directors' (hereinafter "PPRTA Board") primary responsibility will be the management and disbursement of funds generated by the Authority, and the activities that support those functions. The PPRTA Board will determine annual appropriations and the order in which projects shall be funded for transportation capital improvements, in accordance with the applicable ballot language, November 2, 2004 or November 6, 2012, as amended by the November 7, 2017 ballot language, and based on recommendations from the Parties. Each Party shall determine the appropriation amounts for maintenance activities which are funded under this Agreement located within its boundaries (which for purposes of the County shall be all unincorporated areas of the County). Colo. Spgs. shall determine the appropriation amounts for transit activities which are funded under this Agreement. The Authority shall implement the Authority's transportation capital, maintenance, and transit projects through subsequent intergovernmental agreements between the Authority and the various Parties for the expenditure of Authority funds on behalf of the Authority. The Parties, in carrying out these intergovernmental agreements, may contract on the Authority's behalf with other governments or private businesses to expend Authority funds for the purpose of implementing those projects.

5.0 **Allocation of Revenues.** The Authority shall pay its administrative expenses from the gross revenue generated by the tax authorized under Section 7.2 of this Agreement. Administrative expenses shall not exceed one percent (1%) of the gross revenue generated. All remaining funds, including earnings generated by such funds, shall be considered net revenue. The net revenue generated by the Authority shall be allocated to funding specific projects in the following percentages:

5.1 Transportation capital improvements - fifty five percent (55%) of net revenue. Such projects are specified in the applicable ballot language and the Authority shall not expend transportation capital improvement funds except in accordance with the applicable ballot language. This component was originally set to sunset ten (10) years after the first collection of the one percent (1%) sales tax approved by voters at the general election on November 2, 2004 (on December 31, 2014), but was extended for an additional ten (10) years by approval of the voters at the general election on November 6, 2012 (to sunset December 31, 2024), and amended by approval of the voters at the general election on November 7, 2017.

5.1.1 Transportation capital improvement funds shall be distributed for ~~specific transportation capital improvement~~the projects specified in the applicable ballot language and only in such amounts that will fund the entire Authority cost of ~~the specific transportation capital improvement~~each project, at such time and in such manner as shall be determined by the PPRTA Board. ~~Funding for the~~

~~“CDOT I-25 Roadway Improvements—Local Contribution: State Highway 105 North to County Line Road” regional collaborative project, added by approval of the voters at the general election on November 7, 2017, shall be limited to up to five million dollars (\$5,000,000.00) per year and may only be funded for up to two (2) years. The “CDOT I-25 Roadway Improvements—Local Contribution: State Highway 105 North to County Line Road” regional collaborative project shall commence only upon securing additional funding to complete the project from other non-PPRTA sources, including, but not limited to Colorado Department of Transportation funding. Upon completion of the projects on the “A” list of the applicable ballot question, and in order to ensure each and every member will receive their proportionate share of funds received, allocation of funding in each calendar year for projects on the “B” list of the applicable ballot question shall be proportional to the population of the various members of the Authority. These transportation capital improvement funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available.~~

5.1.2 Any funds from tax revenues generated before January 1, 2015 and remaining in the transportation capital improvement fund after December 31, 2014 shall be used to complete remaining listed transportation capital improvement projects from the November 2, 2004 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first. Any funds generated after December 31, 2014 and remaining in the transportation capital improvement fund after December 31, 2024 shall be used to complete remaining listed transportation capital improvement projects from the November 6, 2012 ballot language as amended by the November 7, 2017 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first.

5.1.3 Any Party joining this Agreement after January 1, 2005, is ineligible for transportation capital improvement funding as authorized by the November 2, 2004 ballot language. Any Party joining this Agreement after January 1, 2013, is ineligible for transportation capital improvement funding as authorized by the November 6, 2012 ballot language.

5.2 Maintenance - thirty five percent (35%) of net revenue. Within this category, the funds will be allocated to each Party based on the most recent decennial Federal Census. These maintenance funding percentages shall be adjusted after each decennial Federal Census, effective January 1st

of the year after the results of each decennial Federal Census are made available, and shall be proportional to the population of the various members of the Authority. The Authority shall not expend maintenance funds for any other purpose.

5.2.1 The first funds available for use in maintenance activities shall be available on or after April 1, 2005.

5.2.2 Upon acceptance of a new Party to this Agreement, the Authority shall adjust funding within this category to be proportional to the population of the various members of the Authority, using the most recent decennial Federal Census. Such adjustment must be completed prior to January 1st of the year following acceptance of a new Party to this Agreement.

5.2.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), maintenance funding shall be allocated 77.78% of the net revenue, divided in the percentages previously determined.

5.3 Transit - ten percent (10%) of net revenue. Transit funds shall only be used to implement Colo. Spgs. sponsored transit activities. The Authority shall not expend transit funds for any other purpose.

5.3.1 Transit funding shall be available for use on or after April 1, 2005.

5.3.2 Any Party joining this Agreement after January 1, 2005 is ineligible for transit funding. However, those Parties may receive transit service provided by Colo. Spgs.

5.3.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), transit funding shall be allocated 22.22% of the net revenue.

6.0 **Board of Directors.** The PPRTA Board is vested with all legislative and management power of the Authority.

6.1 The PPRTA Board shall consist of three (3) Directors appointed by the County Board, who shall be County Commissioners; three (3) Directors appointed by the Colo. Spgs. Council, who shall be Colo. Spgs. Councilmembers; one (1) Director appointed by the Manitou Council, who shall be a Manitou Councilmember; one (1) Director appointed by the GMF Trustees, who shall be a Board member/Trustee; and one (1) Director appointed by the Ramah Trustees, who shall be a Board

member/Trustee. The various boards and councils shall select and appoint their Directors in any lawful manner determined by the respective Board or Council, provided such Director is eligible for appointment under Section 6.3 of this Agreement. The PPRTA Board shall continue to consist of three (3) County Directors, three (3) Colo. Spgs. Directors, one (1) Manitou Director, one (1) GMF Director, and one (1) Ramah Director until modified as provided in Section 6.2.

- 6.2 Additional Directors of the PPRTA Board shall be appointed by the governing board of any Party which joins this Agreement, or if the State of Colorado joins this Agreement, such member shall be appointed by the Governor of the State of Colorado. Any new Party or the State of Colorado shall be entitled to appoint one (1) Director to the PPRTA Board upon joining this Agreement. Any director appointed by the State of Colorado shall be a non-voting member.
- 6.3 Any City Councilmember, County Commissioner, or Town Board member/Trustee of a Party may be appointed by that Party's governing board to the PPRTA Board. If the State of Colorado becomes a Party, the Governor may appoint any elector of the State of Colorado to the PPRTA Board.
- 6.4 All Authority Directors shall serve without compensation.
- 6.5 The term of office for an individual Authority Director shall be one (1) year, and all terms shall commence on January 1st and terminate on December 31st of each calendar year. Any Director appointed by the Governor of the State of Colorado shall serve such term as may be specified by the Governor.
- 6.6 Any Director may be removed from the PPRTA Board by a majority vote of the members of the governing body appointing such Director to the PPRTA Board. Any Director may voluntarily resign from the PPRTA Board.
- 6.7 Any vacancies on the PPRTA Board shall be filled by the appointing body in such manner as it may determine, provided such Director is eligible for appointment under Section 6.3 of this Agreement, but in any event, within thirty (30) days of the creation of a vacancy.
- 6.8 A Director shall disqualify himself or herself from voting on any issue with respect to which the Director has a conflict of interest, unless the Director has disclosed the conflict of interest in compliance with Section 18-8-308, C.R.S.

- 6.9 Any Party may name an alternate Director who may vote in place of any absent or disqualified Director.
- 6.10 The PPRTA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:
- 6.10.1 **Chairperson**, a Director who shall preside over all meetings of the PPRTA Board, may sign all contracts and agreements of the Authority, and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Bylaws of the Authority or by the PPRTA Board.
- 6.10.2 **Vice-Chairperson**, a Director who shall serve as Chairperson, in the Chairperson's absence or during the Chairperson's inability to act. The Vice-Chairperson shall have such other duties as may be defined by the Bylaws of the Authority or by the PPRTA Board.
- 6.11 In addition, the PPRTA Board shall appoint a Secretary, who shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Bylaws of the Authority or by the PPRTA Board. The Secretary may be an employee of the PPRTA Board, an independent contractor, or a volunteer.
- 6.12 The Authority officers shall be elected by a majority vote of all Directors.
- 6.13 The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same governmental body. Only Directors appointed by Colo. Spgs. or the County are eligible for selection as Chairperson or Vice-Chairperson.
- 6.14 The PPRTA Board shall meet no less than twice per calendar year. Meetings will be held at the Pikes Peak Area Council of Governments offices, or such other location as may from time to time be designated by the PPRTA Board. Notice of meetings shall be posted in such place and manner as determined by the Bylaws of the Authority, in accordance with the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S.
- 6.15 A majority of the PPRTA Board shall constitute a quorum. No official action shall be taken by the PPRTA Board unless a quorum is present at a meeting. Any action taken by the PPRTA Board shall be approved by a simple majority of those Directors present and voting, except as may otherwise be provided for in this Agreement. Any Director appointed by the Governor of the State of Colorado shall not be counted towards quorum requirements and shall not vote on any action.

- 6.16 The PPRTA Board may promulgate policies and procedures that govern its conduct.
- 6.17 The proceedings of the PPRTA Board shall comply with all provisions of the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S., and shall provide opportunities for public input by, at minimum, permitting the public to address the PPRTA Board in open meetings. The PPRTA Board shall adopt procedures for calling emergency meetings.
- 6.18 The PPRTA Board shall appoint a citizen advisory or citizen oversight committee and define the duties thereof.
- 6.19 **Board Powers.** The PPRTA Board may exercise the following powers:
 - 6.19.1 Adoption of such bylaws as it deems necessary;
 - 6.19.2 Fixing the time and place of meetings and the method of providing notice of such meetings;
 - 6.19.3 Making and passing such orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the Authority's powers;
 - 6.19.4 Adoption and use of a seal;
 - 6.19.5 Maintaining offices at such place or places as the PPRTA Board may designate;
 - 6.19.6 Contracting for professional services as deemed necessary to administer and implement the purposes of this Agreement;
 - 6.19.7 Prescribing methods for auditing and allowing or rejecting claims and demands, or for acquisition of equipment; and
 - 6.19.8 Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by this Agreement.
- 6.20 **Annual Audit.** The PPRTA Board shall provide for an annual financial audit.
- 7.0 **Powers of the Authority.** The Authority, acting through the PPRTA Board, shall have only the following powers:
 - 7.1 To fund transportation capital improvements, maintenance and operations, and transit services, within the boundaries of the Authority, as restricted

by Section 5 of this Agreement, using funds obtained pursuant to Section 7.2, below, based on annual recommendations from the Parties, and consistent with Section 5.1 of this Agreement;

- 7.2 In accordance with the approval of a majority of voters residing within the boundaries of the Authority on November 2, 2004 and November 6, 2012, to levy sales and use taxes at a rate of one percent (1%). Following the sunset of the capital transportation improvement portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), the Authority shall levy forty-five one-hundredths of one percent (0.45%) sales and use taxes, for the purposes of maintenance, operations, and transit;
- 7.3 To invest or deposit any revenue as provided for by Section 43-4-616, C.R.S.;
- 7.4 To sue and to be sued;
- 7.5 To have perpetual existence;
- 7.6 To enter into contracts and agreements affecting the affairs of the Authority;
- 7.7 To fund, construct, operate, or maintain rural transportation systems (now regional transportation systems) within the Authority's boundaries;
- 7.8 To purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and any interest therein including easements and rights-of-way;
- 7.9 To accept real or personal property for the use of the Authority and to accept gifts and conveyances upon the terms and conditions as the PPRTA Board may approve;
- 7.10 To contract with a person or persons to assist the PPRTA Board with administrative, accounting, and financial services which may be required to carry out the duties enumerated in this Agreement, or to contract with any person or persons authorized under Section 6.19.6 of this Agreement. The Parties intend for the Authority to contract with the Pikes Peak Area Council of Governments to provide these administrative and accounting services, as well as a PPRTA Board secretary and a financial officer; and
- 7.11 In no event shall the Authority be authorized to exercise the power of eminent domain, issue bonds, impose motor vehicle registration fees, or impose any visitor benefit tax that may otherwise be permitted under law.

The Authority shall not accept any Highway User Tax Funds from the State of Colorado.

8.0 **Boundaries.** The legal boundaries of the Authority are as follows:

- 8.1 All unincorporated areas within the boundaries of El Paso County, Colorado;
- 8.2 The corporate limits of the City of Colorado Springs, as comprised on January 1, 2005, and as may be comprised in the future;
- 8.3 The corporate limits of the City of Manitou Springs, as comprised on January 1, 2005, and as may be comprised in the future;
- 8.4 The corporate limits of the Town of Green Mountain Falls, as comprised on January 1, 2005, and as may be comprised in the future;
- 8.5 The corporate limits of the Town of Ramah, as comprised on January 1, 2009, and as may be comprised in the future; and
- 8.7 Additional territory shall be included in, or excluded from, the Authority boundaries by following the procedures in Section 12 of this Agreement.

9.0 **Effective Date.** This Agreement first became effective upon certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to Section 43-4-603(1), C.R.S., after the approval of the majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF, at the general election held on November 2, 2004. The First Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 6, 2012 election. The Second Amended and Restated Intergovernmental Agreement ~~shall become~~became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 7, 2017 election. The Third Amended and Restated Intergovernmental Agreement shall become effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees. The Agreement shall continue in full force and effect until terminated.

- 9.1 The Agreement may be terminated only upon the unanimous agreement of the Parties. Such agreement shall be expressed by vote of the governing bodies of every signatory to the Agreement. Such vote must be approved by unanimous consent of the membership of each governing body. The Authority shall continue for a period of ninety (90) days following the

final vote to terminate the Agreement, at which time the Authority and the Agreement shall be terminated.

10.0 **Disposition of Assets Upon Termination.** The State of Colorado is ineligible for any distribution of property under this Section. Upon any termination of the Authority pursuant to Section 9, the following method shall be used to distribute, dispose of, or divide the assets of the Authority:

10.1 Any real property interest or fixtures to real property shall become the property of the Party in whose jurisdiction such real estate or fixture is located. If property is located within a jurisdiction that is no longer a Party to the Agreement, it shall become the property of the County.

10.2 Any personal property shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts. Such funds shall be divided among the Parties to the Agreement based upon the number of persons residing in the jurisdiction of each Party, relative to the total number of persons residing in the Authority's boundaries, expressed as a percentage.

10.3 Any other property not addressed above shall be distributed to one or more Parties to the Agreement, as determined by the PPRTA Board members prior to termination of the Authority.

11.0 **Amendment of Agreement.** This Agreement may be amended upon the unanimous consent of all Parties. Such consent shall be manifested by a two-thirds affirmative vote of the membership of the governing body of each Party. This Section is inapplicable to additions or deletions of territory under Section 12 of the Agreement. Section 9.1 of this Agreement may only be amended by a unanimous vote of the membership of the governing body of each Party.

12.0 **Addition or Deletion of Parties and Territory to this Agreement.**

12.1 Any municipality (as defined by Section 31-1-101(6), C.R.S.), or any county organized under the laws of the State of Colorado, may request to become a Party to this Agreement and a member of the Authority.

12.2 An entity described in Section 12.1 may request to be added as a Party to this Agreement, and its corporate boundaries to be added to the territory of the Authority, upon a majority vote by the governing body of such municipality or county. The governing body shall place the matter on the ballot for approval of a majority of voters residing in such jurisdiction at any general or special election requesting approval to join the Authority.

12.3 In no event shall an additional municipality or county become a Party to this Agreement without the unanimous consent of the existing Parties.

Such assent shall be determined by a majority vote of the governing bodies of each existing Party.

12.4 Any Party may terminate its participation in the Authority by passage of a resolution of the governing body of the political subdivision, provided such resolution is passed by a two-thirds majority of the membership of the governing body.

12.4.1 In no event may a Party withdraw from the Agreement which, if such withdrawal were effective, would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties. In such cases, termination of the Authority is appropriate and must be pursued as provided for in this Agreement.

12.5 The PPRTA Board shall take the following actions to include Parties and additional territory within the Authority, or prior to deleting any Party and territory from the Authority:

12.5.1 Notice of the proposed inclusion or exclusion shall be published in a newspaper of general circulation within the Authority boundaries. Such notice shall be mailed to the State of Colorado Department of Local Affairs, Division of Local Government; to the Colorado Transportation Commission; and to the owners of all property to be included or excluded at the last known address described for the owners in the real estate records of the county in which the property is located.

12.5.2 Such notice shall describe the property to be included or excluded, shall specify the date, time, and place at which the PPRTA Board shall hold a public hearing on the proposed inclusion or exclusion, and shall state that persons objecting to the inclusion or exclusion may appear at the public hearing to object to the proposed inclusion or exclusion. The date of public hearing shall not be less than twenty (20) days after the mailing and publication of the notice.

12.5.3 The PPRTA Board shall, on the date and at the time specified, hear all objections to the proposed inclusion or exclusion.

12.5.4 The PPRTA Board may adopt a resolution including or excluding the described property upon the affirmative vote of two-thirds of the PPRTA Directors. The PPRTA Board shall file the resolution with the Director of the State of Colorado Department of Local Affairs, Division of Local Government.

12.5.5 The PPRTA Board may adjust the territory of the Authority as listed in Section 8 following approval under this Section as a ministerial act, and such act shall not constitute an amendment of this Agreement under Section 11.

12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as required by Section 12.5.4 of this Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

EL PASO COUNTY, COLORADO

CITY OF COLORADO SPRINGS

~~Darryl Glenn~~ Mark Waller, ~~Chair~~ President
Board of County Commissioners
Date: _____

Richard Skorman, President
City Council
Date: _____

CITY OF MANITOU SPRINGS

TOWN OF GREEN MOUNTAIN FALLS

~~Nicole Nicoletta~~ Ken Jaray, Mayor
Date: _____

Jane Newberry, Mayor
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Ramah Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Ramah Town Attorney

Third Amended and Restated Intergovernmental Agreement
Among El Paso County, Colorado,
The City of Colorado Springs, The City of Manitou Springs,
The Town of Green Mountain Falls, and The Town of Ramah Regarding the Pikes
Peak Rural Transportation Authority

Recitals

- A. El Paso County, Colorado (hereinafter “County”) is a duly-organized county and political subdivision of the State of Colorado.
- B. The City of Colorado Springs (hereinafter “Colo. Spgs.”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- C. The City of Manitou Springs (hereinafter “Manitou”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- D. The Town of Green Mountain Falls (hereinafter “GMF”) is a municipal corporation organized under Title 31 of the Colorado Revised Statutes.
- E. The Town of Ramah (hereinafter “Ramah”) is a duly organized statutory town and political subdivision of the State of Colorado.
- F. County, Colo. Spgs., Manitou, GMF, and Ramah and any other party that is added to this Agreement after the date hereof may be referred to collectively in this Agreement as “Parties” or individually as a “Party.”
- G. The Parties desire to improve funding for expansion and maintenance of regional transportation and transit systems within their jurisdictions, and desire to engage in these activities in a cooperative and comprehensive manner.
- H. Whereas, in 2004, the Board of County Commissioners of El Paso County, Colorado (hereinafter “County Board”), the City Council of the City of Colorado Springs (hereinafter “Colo. Spgs. Council”), the City Council of the City of Manitou Springs (hereinafter “Manitou Council”), and the Board of Trustees of the Town of Green Mountain Falls (hereinafter “GMF Trustees”) mutually determined that the creation of a Rural Transportation Authority, authorized pursuant to Sections 43-4-601 *et seq.*, C.R.S., would be the most effective method of accomplishing the desires of the Parties as reflected in this Agreement.
- I. Whereas, the County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees entered into an Intergovernmental Agreement for Creation of the Pikes Peak Rural Transportation Authority dated August 26, 2004.

- J. Whereas, effective January 1, 2009, Ramah was added as a Party to this Agreement and the territory within its boundaries was included into the Pikes Peak Rural Transportation Authority.
- K. Whereas, the Parties have concluded that it is in the best interest of the Parties and the public to amend the Agreement to reflect current circumstances and needs of the citizens of the Parties.

THEREFORE, be it resolved by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Board of Trustees of the Town of Ramah (hereinafter "Ramah Trustees") that the Parties, based on the mutual promises and considerations contained herein, agree as follows:

Terms and Conditions of Agreement

- 1.0 **Authority to Enter Agreement.** The Parties are authorized to enter into this Agreement pursuant to Sections 43-4-601 *et seq.*, C.R.S.
- 2.0 **Creation, Name of Authority, and Members.** The County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees, established a rural transportation authority pursuant to Section 43-4-603(1), C.R.S. and upon approval of a majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF at the general election held on November 2, 2004, established the Pikes Peak Rural Transportation Authority (A Regional Transportation Authority) (hereinafter the "Authority"). Effective January 1, 2009, the territory within Ramah was included into the boundaries of the Authority and Ramah became a member of the Authority and Party to this Agreement.
- 3.0 **Political Subdivision.** The Authority is a separate political subdivision and body corporate of the State of Colorado, and possesses all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, as restricted by Section 7 of this Agreement.
- 4.0 **Purpose and Activities of the Authority.** The purpose and activities of the Authority shall be limited to the funding of transportation capital improvements, maintenance and operations, and transit service within the Authority boundaries established in this Agreement. Such projects shall be compatible with established state and local transportation plans that transport or convey people or goods, or permit people or goods to be transported or conveyed, within or through El Paso County by any means. It is the intent of the Parties that funding from the Authority will not be used to substitute for or reduce Colo. Spgs.' funding to the existing transit system, or to substitute for or reduce any Party's funding for maintenance activities.
- 4.1 The Parties agree, as the process for accomplishing the projects and activities funded through the Authority, that the Authority Board of

Directors' (hereinafter "PPRTA Board") primary responsibility will be the management and disbursement of funds generated by the Authority, and the activities that support those functions. The PPRTA Board will determine annual appropriations and the order in which projects shall be funded for transportation capital improvements, in accordance with the applicable ballot language, November 2, 2004 or November 6, 2012, as amended by the November 7, 2017 ballot language, and based on recommendations from the Parties. Each Party shall determine the appropriation amounts for maintenance activities which are funded under this Agreement located within its boundaries (which for purposes of the County shall be all unincorporated areas of the County). Colo. Spgs. shall determine the appropriation amounts for transit activities which are funded under this Agreement. The Authority shall implement the Authority's transportation capital, maintenance, and transit projects through subsequent intergovernmental agreements between the Authority and the various Parties for the expenditure of Authority funds on behalf of the Authority. The Parties, in carrying out these intergovernmental agreements, may contract on the Authority's behalf with other governments or private businesses to expend Authority funds for the purpose of implementing those projects.

5.0 **Allocation of Revenues.** The Authority shall pay its administrative expenses from the gross revenue generated by the tax authorized under Section 7.2 of this Agreement. Administrative expenses shall not exceed one percent (1%) of the gross revenue generated. All remaining funds, including earnings generated by such funds, shall be considered net revenue. The net revenue generated by the Authority shall be allocated to funding specific projects in the following percentages:

5.1 Transportation capital improvements - fifty five percent (55%) of net revenue. Such projects are specified in the applicable ballot language and the Authority shall not expend transportation capital improvement funds except in accordance with the applicable ballot language. This component was originally set to sunset ten (10) years after the first collection of the one percent (1%) sales tax approved by voters at the general election on November 2, 2004 (on December 31, 2014), but was extended for an additional ten (10) years by approval of the voters at the general election on November 6, 2012 (to sunset December 31, 2024), and amended by approval of the voters at the general election on November 7, 2017.

5.1.1 Transportation capital improvement funds shall be distributed for the projects specified in the applicable ballot language and only in such amounts that will fund the entire Authority cost of each project, at such time and in such manner as shall be determined by the PPRTA Board. Upon completion of the projects on the "A" list of the applicable ballot question, and in order to ensure each

and every member will receive their proportionate share of funds received, allocation of funding in each calendar year for projects on the “B” list of the applicable ballot question shall be proportional to the population of the various members of the Authority. These transportation capital improvement funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available.

- 5.1.2 Any funds from tax revenues generated before January 1, 2015 and remaining in the transportation capital improvement fund after December 31, 2014 shall be used to complete remaining listed transportation capital improvement projects from the November 2, 2004 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first. Any funds generated after December 31, 2014 and remaining in the transportation capital improvement fund after December 31, 2024 shall be used to complete remaining listed transportation capital improvement projects from the November 6, 2012 ballot language as amended by the November 7, 2017 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first.
- 5.1.3 Any Party joining this Agreement after January 1, 2005, is ineligible for transportation capital improvement funding as authorized by the November 2, 2004 ballot language. Any Party joining this Agreement after January 1, 2013, is ineligible for transportation capital improvement funding as authorized by the November 6, 2012 ballot language.
- 5.2 Maintenance - thirty five percent (35%) of net revenue. Within this category, the funds will be allocated to each Party based on the most recent decennial Federal Census. These maintenance funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available, and shall be proportional to the population of the various members of the Authority. The Authority shall not expend maintenance funds for any other purpose.
 - 5.2.1 The first funds available for use in maintenance activities shall be available on or after April 1, 2005.
 - 5.2.2 Upon acceptance of a new Party to this Agreement, the Authority shall adjust funding within this category to be proportional to the population of the various members of the Authority, using the most recent decennial Federal Census. Such adjustment must be

completed prior to January 1st of the year following acceptance of a new Party to this Agreement.

5.2.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), maintenance funding shall be allocated 77.78% of the net revenue, divided in the percentages previously determined.

5.3 Transit - ten percent (10%) of net revenue. Transit funds shall only be used to implement Colo. Spgs. sponsored transit activities. The Authority shall not expend transit funds for any other purpose.

5.3.1 Transit funding shall be available for use on or after April 1, 2005.

5.3.2 Any Party joining this Agreement after January 1, 2005 is ineligible for transit funding. However, those Parties may receive transit service provided by Colo. Spgs.

5.3.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), transit funding shall be allocated 22.22% of the net revenue.

6.0 **Board of Directors.** The PPRTA Board is vested with all legislative and management power of the Authority.

6.1 The PPRTA Board shall consist of three (3) Directors appointed by the County Board, who shall be County Commissioners; three (3) Directors appointed by the Colo. Spgs. Council, who shall be Colo. Spgs. Councilmembers; one (1) Director appointed by the Manitou Council, who shall be a Manitou Councilmember; one (1) Director appointed by the GMF Trustees, who shall be a Board member/Trustee; and one (1) Director appointed by the Ramah Trustees, who shall be a Board member/Trustee. The various boards and councils shall select and appoint their Directors in any lawful manner determined by the respective Board or Council, provided such Director is eligible for appointment under Section 6.3 of this Agreement. The PPRTA Board shall continue to consist of three (3) County Directors, three (3) Colo. Spgs. Directors, one (1) Manitou Director, one (1) GMF Director, and one (1) Ramah Director until modified as provided in Section 6.2.

6.2 Additional Directors of the PPRTA Board shall be appointed by the governing board of any Party which joins this Agreement, or if the State of Colorado joins this Agreement, such member shall be appointed by the Governor of the State of Colorado. Any new Party or the State of

Colorado shall be entitled to appoint one (1) Director to the PPRTA Board upon joining this Agreement. Any director appointed by the State of Colorado shall be a non-voting member.

- 6.3 Any City Councilmember, County Commissioner, or Town Board member/Trustee of a Party may be appointed by that Party's governing board to the PPRTA Board. If the State of Colorado becomes a Party, the Governor may appoint any elector of the State of Colorado to the PPRTA Board.
- 6.4 All Authority Directors shall serve without compensation.
- 6.5 The term of office for an individual Authority Director shall be one (1) year, and all terms shall commence on January 1st and terminate on December 31st of each calendar year. Any Director appointed by the Governor of the State of Colorado shall serve such term as may be specified by the Governor.
- 6.6 Any Director may be removed from the PPRTA Board by a majority vote of the members of the governing body appointing such Director to the PPRTA Board. Any Director may voluntarily resign from the PPRTA Board.
- 6.7 Any vacancies on the PPRTA Board shall be filled by the appointing body in such manner as it may determine, provided such Director is eligible for appointment under Section 6.3 of this Agreement, but in any event, within thirty (30) days of the creation of a vacancy.
- 6.8 A Director shall disqualify himself or herself from voting on any issue with respect to which the Director has a conflict of interest, unless the Director has disclosed the conflict of interest in compliance with Section 18-8-308, C.R.S.
- 6.9 Any Party may name an alternate Director who may vote in place of any absent or disqualified Director.
- 6.10 The PPRTA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:
 - 6.10.1 **Chairperson**, a Director who shall preside over all meetings of the PPRTA Board, may sign all contracts and agreements of the Authority, and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Bylaws of the Authority or by the PPRTA Board.

- 6.10.2 **Vice-Chairperson**, a Director who shall serve as Chairperson, in the Chairperson's absence or during the Chairperson's inability to act. The Vice-Chairperson shall have such other duties as may be defined by the Bylaws of the Authority or by the PPRTA Board.
- 6.11 In addition, the PPRTA Board shall appoint a Secretary, who shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Bylaws of the Authority or by the PPRTA Board. The Secretary may be an employee of the PPRTA Board, an independent contractor, or a volunteer.
- 6.12 The Authority officers shall be elected by a majority vote of all Directors.
- 6.13 The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same governmental body. Only Directors appointed by Colo. Spgs. or the County are eligible for selection as Chairperson or Vice-Chairperson.
- 6.14 The PPRTA Board shall meet no less than twice per calendar year. Meetings will be held at the Pikes Peak Area Council of Governments offices, or such other location as may from time to time be designated by the PPRTA Board. Notice of meetings shall be posted in such place and manner as determined by the Bylaws of the Authority, in accordance with the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S.
- 6.15 A majority of the PPRTA Board shall constitute a quorum. No official action shall be taken by the PPRTA Board unless a quorum is present at a meeting. Any action taken by the PPRTA Board shall be approved by a simple majority of those Directors present and voting, except as may otherwise be provided for in this Agreement. Any Director appointed by the Governor of the State of Colorado shall not be counted towards quorum requirements and shall not vote on any action.
- 6.16 The PPRTA Board may promulgate policies and procedures that govern its conduct.
- 6.17 The proceedings of the PPRTA Board shall comply with all provisions of the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S., and shall provide opportunities for public input by, at minimum, permitting the public to address the PPRTA Board in open meetings. The PPRTA Board shall adopt procedures for calling emergency meetings.
- 6.18 The PPRTA Board shall appoint a citizen advisory or citizen oversight committee and define the duties thereof.

- 6.19 **Board Powers.** The PPRTA Board may exercise the following powers:
- 6.19.1 Adoption of such bylaws as it deems necessary;
 - 6.19.2 Fixing the time and place of meetings and the method of providing notice of such meetings;
 - 6.19.3 Making and passing such orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the Authority's powers;
 - 6.19.4 Adoption and use of a seal;
 - 6.19.5 Maintaining offices at such place or places as the PPRTA Board may designate;
 - 6.19.6 Contracting for professional services as deemed necessary to administer and implement the purposes of this Agreement;
 - 6.19.7 Prescribing methods for auditing and allowing or rejecting claims and demands, or for acquisition of equipment; and
 - 6.19.8 Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by this Agreement.
- 6.20 **Annual Audit.** The PPRTA Board shall provide for an annual financial audit.

7.0 **Powers of the Authority.** The Authority, acting through the PPRTA Board, shall have only the following powers:

- 7.1 To fund transportation capital improvements, maintenance and operations, and transit services, within the boundaries of the Authority, as restricted by Section 5 of this Agreement, using funds obtained pursuant to Section 7.2, below, based on annual recommendations from the Parties, and consistent with Section 5.1 of this Agreement;
- 7.2 In accordance with the approval of a majority of voters residing within the boundaries of the Authority on November 2, 2004 and November 6, 2012, to levy sales and use taxes at a rate of one percent (1%). Following the sunset of the capital transportation improvement portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), the Authority shall levy forty-five one-hundredths of one percent (0.45%) sales and use taxes, for the purposes of maintenance, operations, and transit;

- 7.3 To invest or deposit any revenue as provided for by Section 43-4-616, C.R.S.;
 - 7.4 To sue and to be sued;
 - 7.5 To have perpetual existence;
 - 7.6 To enter into contracts and agreements affecting the affairs of the Authority;
 - 7.7 To fund, construct, operate, or maintain rural transportation systems (now regional transportation systems) within the Authority's boundaries;
 - 7.8 To purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and any interest therein including easements and rights-of-way;
 - 7.9 To accept real or personal property for the use of the Authority and to accept gifts and conveyances upon the terms and conditions as the PPRTA Board may approve;
 - 7.10 To contract with a person or persons to assist the PPRTA Board with administrative, accounting, and financial services which may be required to carry out the duties enumerated in this Agreement, or to contract with any person or persons authorized under Section 6.19.6 of this Agreement. The Parties intend for the Authority to contract with the Pikes Peak Area Council of Governments to provide these administrative and accounting services, as well as a PPRTA Board secretary and a financial officer; and
 - 7.11 In no event shall the Authority be authorized to exercise the power of eminent domain, issue bonds, impose motor vehicle registration fees, or impose any visitor benefit tax that may otherwise be permitted under law. The Authority shall not accept any Highway User Tax Funds from the State of Colorado.
- 8.0 **Boundaries.** The legal boundaries of the Authority are as follows:
- 8.1 All unincorporated areas within the boundaries of El Paso County, Colorado;
 - 8.2 The corporate limits of the City of Colorado Springs, as comprised on January 1, 2005, and as may be comprised in the future;
 - 8.3 The corporate limits of the City of Manitou Springs, as comprised on January 1, 2005, and as may be comprised in the future;

- 8.4 The corporate limits of the Town of Green Mountain Falls, as comprised on January 1, 2005, and as may be comprised in the future;
- 8.5 The corporate limits of the Town of Ramah, as comprised on January 1, 2009, and as may be comprised in the future; and
- 8.7 Additional territory shall be included in, or excluded from, the Authority boundaries by following the procedures in Section 12 of this Agreement.
- 9.0 **Effective Date.** This Agreement first became effective upon certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to Section 43-4-603(1), C.R.S., after the approval of the majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF, at the general election held on November 2, 2004. The First Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 6, 2012 election. The Second Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 7, 2017 election. The Third Amended and Restated Intergovernmental Agreement shall become effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees. The Agreement shall continue in full force and effect until terminated.
- 9.1 The Agreement may be terminated only upon the unanimous agreement of the Parties. Such agreement shall be expressed by vote of the governing bodies of every signatory to the Agreement. Such vote must be approved by unanimous consent of the membership of each governing body. The Authority shall continue for a period of ninety (90) days following the final vote to terminate the Agreement, at which time the Authority and the Agreement shall be terminated.
- 10.0 **Disposition of Assets Upon Termination.** The State of Colorado is ineligible for any distribution of property under this Section. Upon any termination of the Authority pursuant to Section 9, the following method shall be used to distribute, dispose of, or divide the assets of the Authority:
- 10.1 Any real property interest or fixtures to real property shall become the property of the Party in whose jurisdiction such real estate or fixture is located. If property is located within a jurisdiction that is no longer a Party to the Agreement, it shall become the property of the County.

- 10.2 Any personal property shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts. Such funds shall be divided among the Parties to the Agreement based upon the number of persons residing in the jurisdiction of each Party, relative to the total number of persons residing in the Authority's boundaries, expressed as a percentage.
- 10.3 Any other property not addressed above shall be distributed to one or more Parties to the Agreement, as determined by the PPRTA Board members prior to termination of the Authority.
- 11.0 **Amendment of Agreement.** This Agreement may be amended upon the unanimous consent of all Parties. Such consent shall be manifested by a two-thirds affirmative vote of the membership of the governing body of each Party. This Section is inapplicable to additions or deletions of territory under Section 12 of the Agreement. Section 9.1 of this Agreement may only be amended by a unanimous vote of the membership of the governing body of each Party.
- 12.0 **Addition or Deletion of Parties and Territory to this Agreement.**
- 12.1 Any municipality (as defined by Section 31-1-101(6), C.R.S.), or any county organized under the laws of the State of Colorado, may request to become a Party to this Agreement and a member of the Authority.
- 12.2 An entity described in Section 12.1 may request to be added as a Party to this Agreement, and its corporate boundaries to be added to the territory of the Authority, upon a majority vote by the governing body of such municipality or county. The governing body shall place the matter on the ballot for approval of a majority of voters residing in such jurisdiction at any general or special election requesting approval to join the Authority.
- 12.3 In no event shall an additional municipality or county become a Party to this Agreement without the unanimous consent of the existing Parties. Such assent shall be determined by a majority vote of the governing bodies of each existing Party.
- 12.4 Any Party may terminate its participation in the Authority by passage of a resolution of the governing body of the political subdivision, provided such resolution is passed by a two-thirds majority of the membership of the governing body.
- 12.4.1 In no event may a Party withdraw from the Agreement which, if such withdrawal were effective, would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties. In such cases, termination of

the Authority is appropriate and must be pursued as provided for in this Agreement.

- 12.5 The PPRTA Board shall take the following actions to include Parties and additional territory within the Authority, or prior to deleting any Party and territory from the Authority:
 - 12.5.1 Notice of the proposed inclusion or exclusion shall be published in a newspaper of general circulation within the Authority boundaries. Such notice shall be mailed to the State of Colorado Department of Local Affairs, Division of Local Government; to the Colorado Transportation Commission; and to the owners of all property to be included or excluded at the last known address described for the owners in the real estate records of the county in which the property is located.
 - 12.5.2 Such notice shall describe the property to be included or excluded, shall specify the date, time, and place at which the PPRTA Board shall hold a public hearing on the proposed inclusion or exclusion, and shall state that persons objecting to the inclusion or exclusion may appear at the public hearing to object to the proposed inclusion or exclusion. The date of public hearing shall not be less than twenty (20) days after the mailing and publication of the notice.
 - 12.5.3 The PPRTA Board shall, on the date and at the time specified, hear all objections to the proposed inclusion or exclusion.
 - 12.5.4 The PPRTA Board may adopt a resolution including or excluding the described property upon the affirmative vote of two-thirds of the PPRTA Directors. The PPRTA Board shall file the resolution with the Director of the State of Colorado Department of Local Affairs, Division of Local Government.
 - 12.5.5 The PPRTA Board may adjust the territory of the Authority as listed in Section 8 following approval under this Section as a ministerial act, and such act shall not constitute an amendment of this Agreement under Section 11.
- 12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as required by Section 12.5.4 of this Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

EL PASO COUNTY, COLORADO

CITY OF COLORADO SPRINGS

Mark Waller, Chair
Board of County Commissioners
Date: _____

Richard Skorman, President
City Council
Date: _____

CITY OF MANITOU SPRINGS

TOWN OF GREEN MOUNTAIN FALLS

Ken Jaray, Mayor
Date: _____

Jane Newberry, Mayor
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Ramah Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Ramah Town Attorney



Charles D. Broerman
 Chuck Broerman
 El Paso County Clerk & Recorder

Official Ballot for El Paso County, Colorado
 Coordinated Election
 Tuesday, November 7, 2017

WARNING:

Any person who, by use of force or other means, unduly influences an eligible elector to vote in any particular manner or to refrain from voting, or who falsely makes, alters, forges, or counterfeits any mail ballot before or after it has been cast, or who destroys, defaces, mutilates, or tampers with a ballot is subject, upon conviction, to imprisonment, or to a fine, or both. Section 1-7.5-107(3)(b), C.R.S.

INSTRUCTIONS TO VOTERS	COUNTY ISSUE
<p>Completely darken the OVAL to the left of your choice. If you tear, deface, or wrongly mark this ballot call (719) 575-VOTE (8683) for a replacement. Use a BLUE or BLACK ink pen to mark your choices on this ballot.</p> <p style="text-align: center;">CORRECT</p>  <p>If you mark in any of the incorrect ways shown below it may be difficult to determine your intent. Do not write personally identifiable information on this ballot.</p> <p style="text-align: center;">INCORRECT</p> 	<p>El Paso County - 1A</p> <p>WITHOUT IMPOSING NEW TAXES OR RAISING TAX RATES, SHALL EL PASO COUNTY BE PERMITTED TO RETAIN AND SPEND \$14,548,000 IN EXCESS 2016 REVENUE AS A VOTER-APPROVED REVENUE CHANGE PURSUANT TO TABOR (ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION) TO INVEST ONLY IN THE FOLLOWING INFRASTRUCTURE:</p> <ul style="list-style-type: none"> • THE I-25 CORRIDOR GAP LOCAL SHARE AND OTHER ROADWAY SAFETY AND IMPROVEMENT PROJECTS, UP TO \$12 MILLION; • DISASTER RECOVERY PROJECTS; AND • PARKS, TRAILS AND OPEN SPACE PROJECTS, <p>WITH THE UNDERSTANDING THAT SUCH EXCESS REVENUE WOULD OTHERWISE BE REFUNDED ONLY TO TAXABLE REAL PROPERTY OWNERS AS A ONE-TIME TAX CREDIT (EXAMPLE: APPROXIMATELY \$40 FOR A TYPICAL SINGLE-FAMILY HOME VALUED AT \$250,000), AND TO RETAIN AND SPEND IN THE 2017 FISCAL YEAR AND THEREAFTER AN AMOUNT OF REVENUE THAT EXCEEDS CURRENT TABOR LIMITATIONS BUT IS NO GREATER THAN THE COUNTY REVENUE CAP, WHICH CONTINUES TO LIMIT FUTURE REVENUE GROWTH AS PROVIDED IN RESOLUTION NO. 17-244?</p> <p><input type="radio"/> YES <input type="radio"/> NO</p>
SCHOOL DISTRICT CANDIDATES	MUNICIPALITY QUESTIONS OR ISSUES
<p>Colorado Springs School District 11 Director Two Year Term (Vote for One)</p> <p><input type="radio"/> Mary Coleman</p>	<p>City of Colorado Springs - 2A</p> <p>Without imposing any new tax or increasing any existing taxes, shall Ordinance No. 17-69 of the City of Colorado Springs be approved authorizing: the collection of stormwater service fees beginning July 1, 2018 and ending July 1, 2038, for the sole purpose of funding through a City enterprise, the construction, improvement, operation and maintenance of public stormwater facilities and a public stormwater system in the City, including regulatory permit compliance and protection of life and property within the City from the hazards of flooding and stormwater, to be assessed on all developed real property within the City, with such fees not to exceed the following maximum amounts:</p> <p>Residential property: \$5.00 per dwelling unit/month Non-residential property: \$30.00 per acre/month</p> <p>providing that such fees may be thereafter increased by City Council by Resolution only to the extent required to comply with a valid court order, federal or state permits, federal or state laws, and intergovernmental agreements of the City entered into before June 1, 2016; and providing for citizen advisory committee oversight?</p> <p><input type="radio"/> YES <input type="radio"/> NO</p>
QUESTIONS OR ISSUES	
<p>Ballot questions referred by the general assembly or any political subdivision are listed by letter, and ballot questions initiated by the people are listed numerically. A ballot question listed as an 'amendment' proposes a change to the Colorado constitution, and a ballot question listed as a 'proposition' proposes a change to the Colorado Revised Statutes. A 'yes/for' vote on any ballot question is a vote in favor of changing current law or existing circumstances, and a 'no/against' vote on any ballot question is a vote against changing current law or existing circumstances.</p>	

SCHOOL DISTRICT QUESTIONS OR ISSUES

Colorado Springs School District 11 - 3E

SHALL SCHOOL DISTRICT 11 TAXES BE INCREASED \$42 MILLION DOLLARS ANNUALLY WHICH SHALL BE USED TO FUND EDUCATIONAL NEEDS INCLUDING BUT NOT LIMITED TO:

- ATTRACTING AND RETAINING HIGH QUALITY TEACHERS AND SUPPORT STAFF, NOT TO INCLUDE ADMINISTRATORS, BY OFFERING SALARIES AND BENEFITS THAT ARE COMPETITIVE WITH OTHER SCHOOL DISTRICTS;
- EXTENDING THE LIFE OF EXISTING SCHOOLS BY REPAIRING, MAINTAINING, AND MODERNIZING AGING BUILDINGS;
- EXPANDING TECHNOLOGY ACCESS TO MORE STUDENTS BY UPGRADING AND REPLACING OUTDATED COMPUTERS AND EQUIPMENT;
- IMPROVING STUDENT SAFETY AND SECURITY BY ADDING A SCHOOL RESOURCE OFFICER AT EVERY MIDDLE SCHOOL;
- SUPPORTING STUDENT SUCCESS BY PROVIDING MORE SCHOOL COUNSELORS, NURSES, PSYCHOLOGISTS, OR SOCIAL WORKERS; AND
- REDUCING LONG-TERM INTEREST COSTS BY PAYING OFF EXISTING DEBT SOONER;

THE DISTRICT SHALL ENSURE ACCOUNTABILITY WITH A CITIZENS OVERSIGHT COMMITTEE WHICH SHALL ANNUALLY REVIEW AND REPORT TO THE PUBLIC ON THE USE OF FUNDS;

FOR 2019 AND THEREAFTER SHALL SUCH REVENUES BE ADJUSTED ANNUALLY FOR INFLATION; AND

SHALL THE DISTRICT BE ALLOWED TO COLLECT, RETAIN AND SPEND THE FULL AMOUNT OF THESE REVENUES AS A VOTER APPROVED REVENUE CHANGE AND SHALL THE MILL LEVY AUTHORIZED BY THIS QUESTION BE EXCLUDED FROM PREVIOUS LIMITS WHICH WOULD OTHERWISE APPLY?

- YES
- NO

OTHER POLITICAL SUBDIVISION ISSUES

Pikes Peak Rural Transportation Authority - 5B

WITHOUT INCREASING TAXES, SHALL THE 2012 VOTER-APPROVED LIST OF SPECIFIC REGIONAL TRANSPORTATION CAPITAL IMPROVEMENTS PROJECTS FUNDED BY THE EXISTING 0.55% (FIFTY-FIVE ONE HUNDREDTHS OF ONE PENNY PER DOLLAR) PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA) SALES AND USE TAX, WHICH SUNSETS ON DECEMBER 31, 2024, BE AMENDED TO INCLUDE THE FOLLOWING PROJECT:

REGIONAL COLLABORATIVE PROJECTS:

- CDOT I-25 ROADWAY IMPROVEMENTS - LOCAL CONTRIBUTION: STATE HIGHWAY 105 NORTH TO COUNTY LINE ROAD

WITH THIS PROJECT BEING ELIGIBLE FOR FUNDING, IN AN AMOUNT NOT TO EXCEED \$10,000,000.00 IN PPRTA CONTRIBUTIONS, AT ANY TIME REGARDLESS OF THE STATUS OF THE PREVIOUSLY APPROVED PRIORITY "A" PROJECTS AND PRIORITY "B" PROJECTS?

- YES
- NO

END OF BALLOT

VOTE BOTH SIDES OF THIS BALLOT



BOARD OF TRUSTEES AGENDA MEMO

DATE: February 26, 2019	AGENDA NO.	SUBJECT:
Presented by: Jason Wells, Interim Town Manager		Requested Edits to Wilson & Company Design and Engineering Agreement

Background:

The last regular Board agenda (February 19th) included a contract for professional services with Wilson & Company (“Wilson”) for the purpose of completing the design and engineering work necessary to advance four of the Town’s priority, grant-funded flood recovery projects. This agreement was provided by the Town Attorney and is the standard template the firm uses for these types of services. The day following the meeting, Wilson representatives replied indicating that their legal counsel had requested a few modifications to the template prior to its execution. First, Wilson desired to strike the general prohibition on the use of sub-contractors. Wilson intends to utilize an outside surveying firm and does not want to run afoul of this provision. Secondly, Wilson sought to amend two provisions within the agreement’s indemnification clause. Whereas the standard agreement contains a provision establishing a claim for action standard based on “the act, omission, error, professional error, mistake, negligence, or other fault,” Wilson sought to modify the standard to one involving solely “negligent acts.” Wilson also sought to add the qualifier “reasonable” to any such attorney fees as to which Wilson would indemnify against.

Given the ambiguities in the Town’s procurement code and particularly the uncertain role of Trustee Liaisons as this term is referenced in the municipal code, the Mayor’s signature line was included on the agreement for approval. As such, these requests for contract modification were brought to the Mayor’s attention when they were presented to staff and the Mayor was in turn asked to execute the revised agreement as soon as her available time permitted. This was to ensure nothing impeded progress on the time-sensitive needs design and bid solicitation tasks established in the agreement. Because the Mayor typically signs agreements on behalf of the full Board however, ratification of her signature would be proper under the circumstances.

Issue Before the Board

Whether to ratify the Mayor’s signature affixed to the Wilson contract for professional services and accept the changes requested by Wilson & Co.

Alternatives

Should the Board elect *not* to ratify the Mayor’s signature and adopt the edits requested by Wilson, it would be appropriate to direct staff to work toward terminating the agreement due to lack of such consent.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this ____ day of _____, 2019, by and between the Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Wilson & Company, an independent consultant with a principal place of business at 5755 Mark Dabling Boulevard Suite 220, Colorado Springs, 80919 and phone number of 719-520-5800 ("Consultant") (collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

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

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. COMMENCEMENT AND COMPLETION OF WORK

Consultant shall commence work as set forth in the Scope of Services. Except as may be changed in writing by the Town, the Scope of Services shall be complete and Consultant shall furnish the Town the specified deliverables as provided in **Exhibit A**.

III. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant at the rates set forth in Exhibit A, an amount not to exceed **Sixty Three Thousand Three Hundred Ninety Five Dollars (\$63,395.00)**. This maximum amount shall be the guaranteed maximum price for the Scope of Services and shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses.

B. Notwithstanding the maximum amount specified in Paragraph A hereof, Consultant shall be paid only for work performed. If Consultant completes the Scope of Services for a lesser amount than the maximum amount, Consultant shall be paid the lesser amount, not the maximum amount.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

~~D. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any of the work required under the Scope of Services.~~

V. OWNERSHIP

The materials, items, and work specified in the Scope of Services, together with any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, it shall not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. All pre-existing work and intellectual property owned by Consultant and incorporated into the Scope of Services shall remain the sole property of Consultant, provided that such material is hereby licensed to the Town as reasonably contemplated in the Scope of Services.

VI. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the

case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

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

D. Consultant shall provide to the Town a certificate of insurance, completed by Consultant's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Consultant to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.

VIII. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by: ~~the act, omission, error, professional error, mistake, negligence, or other fault~~ negligent acts of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. TERMINATION

This Agreement shall terminate when all the work described in the Scope of Services is completed to the Town's satisfaction, or upon the Town's providing Consultant with seven (7) days advance written notice, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice, the Town shall pay Consultant for all work authorized and completed prior to the date of termination.

X. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement

B. Prohibited Acts. Consultant shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

C. Verification.

(1) If Consultant has employees, Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

(2) Consultant shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

1. Notify the subcontractor and the Town within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Contract.

E. If Consultant does not have employees, Consultant shall sign the “No Employee Affidavit” attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the “Department Program Affidavit” attached hereto.

XI. MISCELLANEOUS

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

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

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

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

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

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

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

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

I. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand (\$350,000 per person and nine hundred ninety thousand (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

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

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

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

EXHIBIT A
SCOPE OF SERVICES



February 22, 2019

Board of Trustees
Town of Green Mountain Falls
10615 Green Mountain Falls Road
Green Mountain Falls, Colorado 80819

We are pleased to confirm our understanding of the services we are to provide the Town of Green Mountain Falls, Colorado for the year ended December 31, 2018. We will audit the financial statements of the governmental activities, business-type activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Green Mountain Falls as of and for the year ended December 31, 2018.

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Green Mountain Falls's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, if applicable, we will apply certain limited procedures to the Town of Green Mountain Falls's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund

We have also been engaged to report on the supplementary information that accompanies the Town of Green Mountain Falls's financial statements. The supplementary information will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole.

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with US-GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe that supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain

reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Green Mountain Falls's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We understand that your staff will prepare all cash or other confirmations we request and will assist in locating any documents selected by us for testing.

Kyle Logan is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, copies, etc.) except that we agree that our gross fee will not exceed \$5,500, as stated in our proposal dated December 12, 2016. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your staff and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If the Town is required to perform a Single Audit, additional fees of \$2,000, as stated in our proposal dated December 12, 2018 will be required.

We appreciate the opportunity to be of service to the Town of Green Mountain Falls and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely yours,

Logan and Associates, LLC

Logan and Associates, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Green Mountain Falls, Colorado.

By: _____

Title: _____

Date: _____

BOARD OF TRUSTEES AGENDA MEMO

DATE: February 27, 2019	AGENDA NO.	SUBJECT:
Presented by: Jason Wells, Interim Town Manager		Town Manager Recruitment Process Update

Recommend action:

Provide direction to Town staff and consultant regarding next steps in recruitment process.

Background:

Per Town Board direction at the February 5th meeting, a recruitment brochure for the position was released approximately one month ago. Since that time, a number of applications have been delivered to the Town Clerk/Treasurer as the main point of contact. The brochure indicates that the position will remain open until filled but that the Town would undertake an initial review of applications received as of March 4th while deciding at that time how to proceed. Also on February 5th, the Town Board consented to the notion of the Interim Town Manager, Town Clerk/Treasurer, and consultant Judy Egbert of GovPlus, serving as the recruitment management team. In this capacity the team could possibly conduct initial interviews of potentially qualified candidates.

Issue Before the Board

With an initial field of candidates now established, staff requires direction as to how the Town Board desires to utilize the recruitment management team moving forward.

Alternatives

The recruitment team can either conduct an initial set of interviews with a field of candidates while bringing forth for full Board interviews, those the team feels are most qualified, or in the alternative, the team can identify the most the candidates it feels are most promising "on paper," while coordinating Board interviews with that slate of candidates without any measure of initial, in-person staff/consultant vetting.

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION Workshop
Tuesday, February 26, 2019 – 6:30 P.M.**

Commission Members Present

Vice Chair Dick Bratton
Commissioner Nathan Scott

Commission Members Absent

Chair Eric Caldwell
Commissioner Roco Blassi
Commissioner Gregory Williamson

Secretary

Katharine Guthrie

Due to lack of quorum a Workshop was conducted.

Affordable Housing

Building standards are a concern regarding 'affordable housing' including tiny houses.

How does GMF Planning Commission define 'affordable housing?'

Housing needs and an assessment of current housing options was assigned to Logan Simpson as part of the Comp Plan.

Is it desirable to have mixed housing for the health of the community?

Plan review application must be completed and fee paid before the Planning Commission reviews a plan.

Rezone Town Hall Parcel

Town Clerk will mail letters out tomorrow to neighboring landowners within 100ft. of property lines.

Public Notice will be posted.

A Public Hearing to be held at Planning Commission meeting on March 12, 2019.

Findings will be forwarded to Town Board of Trustees who will also hold a Public Hearing.

Request for Planning Commission Review Form

Draft of form created by Town Clerk and presented to Planning Commission.

Town Clerk to finalize the form following feedback from Planning Commission.

The public and town office staff needs a flow chart or a matrix of requirements for building projects. It is a reasonable expectation that the public be able to receive answers to most questions regarding projects from town office staff.

A clear path has not been made public for projects that need several reviews at different stages. This will be informed by frequently asked questions to save time for the public and town office staff.

Specific needs are judged on a project specific basis but guidelines need to be clarified for the public and GMF office staff so that answers to inquiries are consistent. This information will include a caveat that additional requirements may apply to specific projects and will be determined by discussion and review with the Planning Commission.

Project planners are encouraged to come before the Planning Commission in the early stages of planning.

Review Form will be made public on town website for public information.

Code Sections applicable to a project are referenced in the form and can be linked.

Will post the Planning Commission checklist (an internal document) for Plan Review on website.

Fees are not listed on the Review Form. Instead the fee schedule is on the same tab.

When the PC Review Form is created as a fillable document it will include a link to the fee schedule.

At this time the PC Review Form will be a printable document online.

Comprehensive Plan

Logan Simpson to provide a progress report and ask for input at the PC meeting on March 12, 2019.

A printable view of the new base map has been emailed to all the appropriate parties and committees working on the Comp Plan for their review.

The map will also be available on the town website.

New base map is 95% complete.

Asser's map does not match up with Logan Simpson map.

Commissioner Scott to look into map and zoning for census.

Adjourned: 8:39

Katharine Guthrie—Secretary

Compose

Inbox 41

Starred

Snoozed

Sent

Drafts 2

accounts 1

ADD staff tempor... 3

Amazon 6

Century Link

Chase Credit

GMF +

Judy Egbert
You were in a video call

GMF and Creek Week 2019 Inbox x



Allison Schuch <aschuch@csu.org>

9:47 AM (1 hour ago)

to Jane, me, Tyler

Good morning!

I'm reaching out as we are working to ensure 100% participation in Creek Week by all Fountain Creek Watershed Communities.

Our dates this year are Sept 28-Oct 6.

We are looking for, at a minimum, someone to serve as the contact person to help coordinate GMF's efforts. Please let me know who we can list for that.

Let me know if you have questions and thanks in advance!

~Allison

Allison (Plute) Schuch*

Fountain Creek Watershed Project Manager

Colorado Springs Utilities

719-668-4686

***Please update email to my new address: aschuch@csu.org**

Water is the most critical resource issue of our lifetime and our children's lifetime. The health of our waters is the principal measure of how we live on the land.

-Luna Leopold



Town of Green Mountain Falls

Memorandum

To: Mayor and Board of Trustees
From: Jason S. Wells, Interim Town Manager
Re: Management Report
Date: March 5, 2019

1) Flood Response

a) Outside Funding Eligibility/Disaster Declaration

i) Outside Funding Sources

- (1) Department of Local Affairs – \$139,730 awarded to address priority infrastructure projects
 - (a) 50% local match decreased to 25% upon request due to proof of financial hardship
 - (b) Executed Grant Contract Delivered on 12/14; Now Active
- (2) NRCS Emergency Watershed Protection Program
 - (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) No Effect on NRCS Due to Fed Shut-Down
 - (e) NEPA Review Partially Completed
 - (i) Biological Clearance Granted on 1/30
 - (ii) Cultural Review/Award Announcement Pending

b) Priority Projects

- i) Midland Culvert Replacement - \$51,715
- ii) Maple St. Bridge Repair - \$35,184
- iii) Olathe/Belvidere Sediment Removal - \$26,413
 - (1) Possible Coordination w/ Belvidere Ave Resurfacing Project in Spring
- iv) El Paso Trail Road Rehabilitation - \$40,711
- v) Iona Ave Culvert Replacement - \$32,282

c) Next Steps for Each Project:

- i) Wilson & Company proposal approved
- ii) Rights of entry need to be obtained from impacted property owners
- iii) Survey team to be deployed to each project site
- iv) Design/Engineering/Permitting
- v) Bid solicitation/review
- vi) Construction

2) Departmental Info

a) Town Clerk/Treasurer

- i) See included comprehensive report
- ii) Items of Mutual Clerk/Mgr. Interest
 - (1) Vendor Permitting – Draft Info Forthcoming Per Board Instruction
 - (a) Reduced Business License Fee (i.e. based on daily operation rather than year-round)

Management Report

January 27, 2017

- (b) Clarity that Temporary Vendors May Operate Only in Conjunction with Approved Events
- (c) Clarity that Individual Vendors Are Responsible for Collecting/Remitting Applicable Taxes
- (2) Planning/Land Use-Related Processes
- (3) Online Code Updates
- b) Marshall's Office
 - i) Verbal report to be provided
- c) Public Works
 - i) Parks
 - (1) Water Service – CSU Regulatory Compliance/Backflow Preventers ** On Hold Due to Staffing/Funding
 - (2) Restrooms – 2019 Capital Reserve Priority
 - ii) Road Maintenance
 - (1) Outsourcing - Culvert Clean-Outs; Ann St. Pilot Project
 - (2) Possible Olathe Ave Culvert Replacement
 - (3) Implementation of Defined Zone-Based Maintenance Protocols
 - iii) Belvidere Ave Improvement Project – deferred to spring, 2019 per County decision
 - iv) Lake/Park Improvements
 - (1) Preparing Hiring Process for Seasonal Assistance (April-Sept)
 - (2) Memorial Park Bench Policy?
- d) Pool
 - i) Need to Establish Supervisory Role, Perhaps Via Student Internships (Laura)
- e) Finance/Budgeting
 - i) Mid-Year Budget Amendment Process
- f) Planning/Land Use
 - i) Revocable Permit Audit?
 - ii) Clarification of Application Requirements, Mandated Processes, Fees, Etc.
 - (1) Plan Review
 - (a) Grading Plans
 - (b) Site/Development Plans
 - (c) Architectural Design/Building Plans
 - (d) Others?
 - (2) Revocable Permits
 - (3) Grading Permits/Erosion Control Plans
 - (4) Fence/Shed Permits
 - iii) Establishment of Staff Planning Function
 - (1) Americorps VISTA vs. Part-Time Employee
 - (a) Project Description Available [Here](#)
 - (b) Applications for Both Received
 - iv) Economic Development
 - (a) Fiber Optics/Broadband
 - (b) Follow Through on EPC Enterprise Zone Designation - ** On Hold
 - v) Request to Elevate Portion of Iona Rd.
 - (1) Referred to Planning Commission for Initial Consideration
- g) Human Resources

Management Report

January 27, 2017

- i) Job Descriptions – Each Now Fully Updated
 - ii) Recruitment Process for Town Manager Position – See Separate Agenda Item
 - (1) Outside Assistance from DoLA/Others?
 - iii) Needed Personnel Policies (in addition to recently-adopted Employee Handbook)
 - (1) Compensation policy – Completed
 - (2) Cell phone stipend policy – Completed
 - (3) Personal Information/Privacy (Necessitated by HB 2018-1128) – On Hold Pending Training
 - iv) Volunteer Utilization Policies Needed - ** On Hold
 - h) Information Technology
 - i) Website
 - (1) Site Content Being Constantly Increased/Managed
 - (a) New Citizen Concern Reporting Mechanism Now Operational
 - ii) Hardware assessment/capital planning/desktop support
 - (1) Priority Hardware/Services Procured w/ Remaining 2018 Budget Allowances
 - (2) Coordinating with Consultant on Meeting Other Priority Needs with 2019 Budget Allocation
 - (3) Negotiating with Desktop Support/Data Back-Up Entity
- 3) Grants
- a) Q4 Requests for Reimbursement Are Due
 - i) DoLA Town Manager Grant - \$38,223.23 remaining as of December 31st (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 - 2/13 Discussion w/ State Wildlife Contact
 - d) CDBG - Lake Access Grant - \$7,500 – ADA Fishing Pier – Meeting with EPC Staff on 2/1
 - i) Notice to Proceed Issued on 9/5
 - ii) Project Management/Grant Administration Needs
- 4) Intergovernmental
- a) El Paso County – Disaster Recovery Plan participation 1/30 meeting
 - b) Pike’s Peak Area Council of Governments
 - i) DoLA Mini-Grant for GIS Needs –Senior Transportation Planner Assigned; 2/26 Initial Meeting
 - c) Pike’s Peak Regional Building Department
 - i) Contact Director re: Possible Online Permit Processing Enhancements
 - d) Colorado Springs Utilities
 - i) Coordination w/ Utility Regarding Street Light Billing
 - (1) Public Input
 - (2) Field Inventory
 - e) Green Mountain Falls/Chipita Park Fire Department
 - i) Input on Fire Restriction Stages – See separate ordinance
- 5) Insurance Administration
- a) CIRSA
 - i) Claims
 - (1) June 24th Hail Damage

Management Report

January 27, 2017

- (a) Adjuster Estimate - \$41,899 (\$33,269 received less depreciation)
- (b) Solicitation of Quotes from Multiple Roofing Companies Completed
- (c) Next Steps
 - (i) Coordinate with CIRSA on Quotes
 - (ii) Execute Contract with Preferred Roofer
 - (iii) Work to Commence in Spring
- 6) Emergency Management
 - a) Coordination w/ CUSP re: Fire Mitigation Efforts Underway
- 7) Legal
 - a) Pikes Peak Rural Transportation Authority Revised IGA – see separate agenda item
 - b) Established/Required Rezoning Process – Town Hall Rezone Needed
 - c) Vendor Permitting – Guidance Needed
 - d) Discontinuance of Incorporation – District Court Position re: Petition Review
 - e) Franchise Agreements/Assets Affixed to Abandoned Utility Poles
 - i) CenturyLink – Established Contact with Director of Regulatory and Government Affairs Toward Resolution



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Laura J. Kotewa Town Clerk
Re: Town Clerk Report
Date: March 5, 2019

Routine activities continuing

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

Training

I have registered for a SIPA training (IT and website) on April 16th.

IT

Springs IT and Flair Data Systems have been hard at work on our network firewalls and system. We have new connections and passwords for staff. The Board and Guests are welcome to use the Guest connection which does not require a password. Conversation is ongoing regarding our servers, and using Office 365 which would give staff a place for storage and Microsoft product access, and afford staff and the Board domain-based named email addresses. We continue to review, compare, and find space in the 2019 Budget.

Process Improvement

Work continues on a new Chart of Accounts and 2018 year end closing as we get our final requests for reimbursements and tax income entered. Our contracted Finance person will be in town this week to give some training and insight for year end and a few other important reporting and tax items.

Planning Commission support

We hope to have interviews set up this week for 2 candidates.

Unmet needs

- Purchase of a new Printer or contract for printing services