

Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda 10615 Green Mountain Falls Road Tuesday, September 3, 2019 7:00 p.m.

REGULAR MEETING:

- 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 August 8, 2019 and August 20, 2019
- b. Bring Into Record Checks Run August 30, 2019

4. NEW BUSINESS

- a. Consideration of the Variance for 10905 Denver Avenue
- b. Consideration of the Variance for 10995 Belvidere Avenue
- c. Discussion Regarding Belvidere Paving Solutions
- d. Consideration of Easement for Colorado Springs Utilities
- e. 2019 Resolution 11, A Resolution Of The Town Of Green Mountain Falls Colorado, Designating The Official Public Notice Posting Place
- f. 2019 Resolution 12, A Resolution Of The Town Of Green Mountain Falls Colorado, Making Appointment of Town Officials
- g. 2019 Resolution 13, A Resolution Of The Town Of Green Mountain Falls Colorado, Designating Authorized Signatories On Town Bank Accounts And Individuals Authorized To Conduct Online Banking On Behalf Of The Town
- h. Consideration of the Community Development Block Grant ADA Compliant Sidewalk and Fishing Pier
- Introduction of Ordinance 2019-05, An Ordinance Repealing And Reenacting Section 2-224 Of The Green Mountain Falls Municipal Code Concerning Terms Of Planning Commission Members
- j. Reading of the Creek Week Proclamation

5. OLD BUSINESS

- a. Resolution 2019-10, A Resolution Of The Town Of Green Mountain Falls, Colorado, Adjusting The Terms Of Members Of The Town's Planning Commission
- b. DOLA Project Update with Attention To the Request for Easement Funding for El Paso Trail
- 6. PUBLIC INPUT: 3 Minutes per speaker
- 7. CORRESPONDENCE
 - b. Letter to the Marshal
- 8. REPORTS
 - a. Trustees
 - b. Town Manager
 - c. Town Clerk
 - d. Marshal
- 9. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS Special Board of Trustee Meeting August 8, 2019 – 7:00 P.M.

REGULAR MEETING MINUTES

Board Members Present	Board Members Absent
Mayor Jane Newberry	Trustee Chris Quinn
Trustee Margaret Peterson	Trustee Tyler Stevens
Trustee Katharine Guthrie	
	Town Attorney
Town Planner	Not present
Julia Simmons	
	Marshal's Dent

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

Mayor Newberry called the meeting to order at 6:07 p.m. The Pledge of Allegiance was recited.

2. Consideration of Milestone Grading and Drainage Proposal – For Emergency Road Work

Discussion of the proposal was followed by a motion from Mayor Newberry, seconded by Trustee Peterson to approve, not to exceed \$20,000 for the improvement of Town roads with reports on a daily basis from Milestone. Motion carried.

Mayor Newberry, through a motion made by Trustee Peterson, seconded by Trustee Guthrie, is authorized to be the point person for normal issues that may arise, but not exceeding the dollar limit set. Motion carried.

3. Adjournment	
Meeting adjourned at 06:20 p.m.	
	Jane Newberry, Mayor

Laura J. Kotewa, Town Clerk/Treasurer

TOWN OF GREEN MOUNTAIN FALLS Regular Board of Trustee Meeting August 20, 2019 – 7:00 P.M.

REGULAR MEETING MINUTES

<u>Board Members Present</u> <u>Board Members Absent</u>

Mayor Jane Newberry Trustee Chris Quinn

Trustee Margaret Peterson

Trustee Tyler Stevens <u>Town Attorney</u>

Trustee Katharine Guthrie Not present

<u>Town Manager</u> <u>Public Works</u>

Marshal

Town Clerk

Laura Kotewa Planner

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

Mayor Newberry called the meeting to order at 7:09 p.m. The Pledge of Allegiance was recited.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Guthrie made a motion, seconded by Trustee Stevens, to accept the Agenda with the correction to move item 5 a. to just prior to item 4 a. Motion passed.

3. Consent Agenda

- a. Approve Board of Trustees Meeting Minutes August 6, 2019
- b. Bring into Record Checks Run August 15, 2019

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

4. New Business

a. Resolution 2019-10, A Resolution Of The Town Of Green Mountain Falls, Colorado, Adjusting The Terms Of Members Of The Town's Planning Commission

Mayor Newberry gave some background information and after some discussion, the Board would like to know whether Planning Commission term limits are described by Municipal Code or Colorado Revised Statute, and barring any conflicts from those two codes, the Board would like to see term limits for Planning Commission set at (2) consecutive 4 year terms. They would also like to have appointments set at 4 year terms beginning after the current member appointment expirations.

Item continued to the next Board Meeting on September 3rd, 2019.

b. Discussion of the IGA with El Paso County Regarding Snow Removal

The Board would like to continue this agreement, and directed the Town Clerk to contact El Paso County to update the contacts and signature pages.

Mayor Newberry make a motion to approve an updated contract, seconded by Trustee Peterson. The motion carried.

c. Discussion regarding movie production in Green Mountain Falls

Mayor Newberry shared some background information, and following discussion, the Board recommended that if a company would like to film in town on private land, they would need to have land owner permission and a Business License. If they would like to film on public land, they would need a Special Event Permit, Business License, and Insurance, as with any other special event.

5. Old Business

a. Combat Vets Mission to Zero Event De-brief

Art Loureiro gave the Board a short report about his experiences hosting an Event in Green Mountain Falls. The event raised \$7000.00 with around 90 participants. He and the Vets Bike Group Leader presented the Mayor with a Certificate of Appreciation, and they let the Board know they would like to host this event in Town annually.

Trustee Peterson brought it to the Board's attention that she had input from local business owners regarding event notification. They would like to know in advance about upcoming events, and they asked if signs could be put out the day before the event to note times for parking purposes.

The board would like an event information booklet to be prepared for our new Town Manager.

b. Emailed DOLA projects Overview

This item is continued to September 3, 2019 with direction to find out if there is any action that needs to be taken.

6. Public Input – 3 Minutes Per Speaker

Joe Olds spoke about the contracted road maintenance.

7. Correspondence:

- a. Emailed Letter Doug & Debby Hydeman
- b. Trails Committee Work Update

The Board noted that the Trails Committee has moved what was formerly called Angel Trail, and that they appreciated the direct communication from the Committee.

8. Reports

a. Trustees—

The Board asked that the Planning Commission training information be shared with the Board. There was a reminder of the Community Potluck to be held in conjunction with Fire Mitigation Presentation on September 14th at 6pm. More information to come.

Mayor Newberry gave updates on several topics including Belvidere Paving, and there is still money available from the PPRTA in the 2019 budget.

She also spoke about the Road Contractor, Milestone and plans to do some maintenance work. There may also be a capable community member who would do some work on our clogged culverts. More to come on this item as well.

Upon discussion of current events and how operation, the Town Clerk was directed to c		
Town Hall, and listing online, to include, "or hours as posted".		
9. Adjournment Meeting adjourned at 8:02 p.m.		
	Jane Newberry, Mayor	
Laura J. Kotewa, Town Clerk/Treasurer		

b. Town Clerk— nothing beyond her report.

11:41 AM 08/30/19 **Accrual Basis**

Town of Green Mountain Falls Expenses by Vendor Summary August 30, 2019

Aug 30, 19
8.99
290.00
6,005.78
120.63
17,599.00
171.00
17,373.78
41,569.18



Town of Green Mountain Falls
P.O. BOX 524
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414
www.gmfco.us
Variance Application

General Information

- This is a request to deviate from current subdivision or zoning requirements in the GMF Town Code
- Applicants are responsible for understanding the procedure and are required to demonstrate how the proposed project meets criteria set forth in §16-709 (Zoning) or §17-111 (Subdivision) of the GMF Town Code
- A completed application shall be submitted thirty (30) days prior to regularly scheduled Planning Commission meeting

22 completed application shall be submitted unity (50) days prior to	regularly scheduled Planning Commission meeting
Applicant Information	
I am the property owner (if not the owner, please provide proc Name: DAVID DOREN	of of authorization for submitting application) Email: CSP3 @M5N. COM
Address: 10905 DENVER AVE	Phone: 719-243-5136
Property Owner Information	
Name: DAVID DOREN	Email: CSP3 DMSN. COM
Address: 10905 DENVER AVE	Phone: 719-243-5136
Property Information	
Property Address 10905 DENVER AVE	
□ Planning Commission Review Date 7/09/2019	Plan Review No. 2019-014
Regional Building Permit Date	Permit Number
Zoning Designation (§16-301) R-1-20000 Lot	Size
Town Code Setback Requirements: Front/5 Side/O Rea	10'
☐ Hillside Overlay Zone Designation (§16-312) ☐ ILC Surv	ey Completed (date)
Variance Petition	AND THE PARTY OF T
Petition Application Requirements (on a separate sheet, provide the	he following information)
Describe the project in detail, including how the project meets the of State the variance request to be approved; include the benefits to yo Explain how the variance would not be injurious to the neighborho Explain how the variance would be used to overcome an exceptions strict application of the zoning requirements place an unusual and u Explain how adjacent property owners would not be adversely affect impair an adequate supply of light and air to adjacent properties Whether the Hillside Overlay Zone is applicable and how the variance	ourself, the neighborhood, and the community od or otherwise detrimental to the public all physical condition or unique circumstance, and how unnecessary hardship on the property owner cted by the variance; include whether the variance will

PLANNING COMMISSION AGENDA MEMO

DATE: AUGUST 27, 2019	SUBJECT:
Presented by:	Variance Application V2019-01
Julia Simmons, Land Use Planner	

Recommend action:

Public hearing; approve, approve subject to certain conditions; or disapprove

Background:

Mr. Doren's contractor appeared before the Planning Commission at the July 09, 2019 meeting to receive approval for a deck replacement and discuss a six-foot extension. Neither Staff nor the contractor had enough information to determine whether Mr. Doren's proposed deck would be compliant with GMF Code. Upon review, the Commission unanimously voted to approve a full replacement of the deck in the existing footprint under the "grandfather" policy that has been applied to other similar projects. However, the Commission recommended the applicant seek a side setback variance if the deck extension would not meet the ten (10) foot setback requirement that could encroach on the east neighbor's property.

The applicant is now requesting approval of a 9' 6" side yard setback variance where 10' is required to allow for the replacement and extension of a deck surrounding three sides of the second story of his home. The stairs that access the deck and second story will not be altered. The applicant submitted a letter describing the proposed project and hardship he would endure if simply replacing the existing structure in a similar means. The property's topography, typical in the Town, and siting on the lot does provide challenges to full, safe use of his deck and garage (see photos of grade, boulders/rocks, and siting of SFH on lot). Property lines on the east side of the house were determined by an ILC that is currently being conducted by the adjacent neighbor. Mr. Doren was able to run a tape from the existing pin/flag up to the other pin in the southeast corner of his property to determine that his existing deck is noncompliant by six inches- and would thereby make the proposed extension noncompliant by the same.

The proposed replacement and extension will have improved structural integrity and allow for access to the garage and cover for vehicles. Structurally improving the deck by placing support beams (without the extension) will make full access to the garage/cover difficult, which would result in Mr. Doren's family and his guests to continue parking off the ROW on Denver Avenue.

The applicant has the support and encouragement of the closest adjoining property, immediately to the east (see written testimony). Neighbors directly to the north signed a petition approving the variance, as did neighbors to the west.

Mr. Doren submitted plans and an application for a Variance. Public Hearing notices were posted in his yard and petitions were taken to all adjoining property owners.

Issue Before the Commission

Whether to recommend approval to the Board of Trustees. The Planning Commission shall consider and decide all proposed variations, taking into account the standards enumerated in Section 16-709 GMF Town Code and Procedures in Section 16-711.

To whom it may concern:

Re; 10905 Denver Ave

I am requesting a building variance to replace my front deck with a 72" extension beyond the existing footprint.

I need to have the existing deck replaced due to the rotted and deteriorating structural floor joist which are causing several areas of the walkway to become unsafe.

Attempting to only replace the existing deck will cause me to lose the drive in access to the garage as well as at least one parking space in the driveway parking area for a total loss of three parking spots.

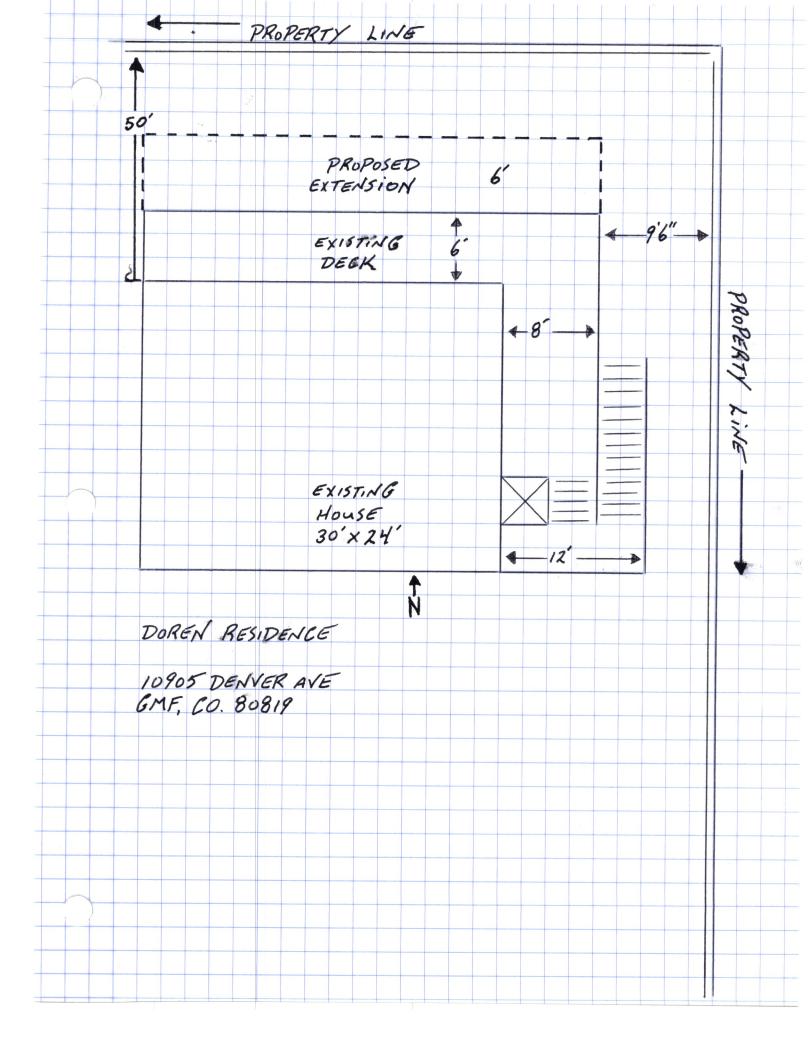
The proposed extension would allow the new support post to be located far enough away from the house to allow access to all three parking spaces as well as providing additional protection from the weather.

I have the full support of my neighbor to the East. The proposed extension would not extend any further to the East property line but only to the North. The house to the north of my property line is approx. 300' from the property line and is not in plain sight of my house. The house to the west of mine is approx. 1000' from my property line and also not in plain sight. There are no houses to the South.

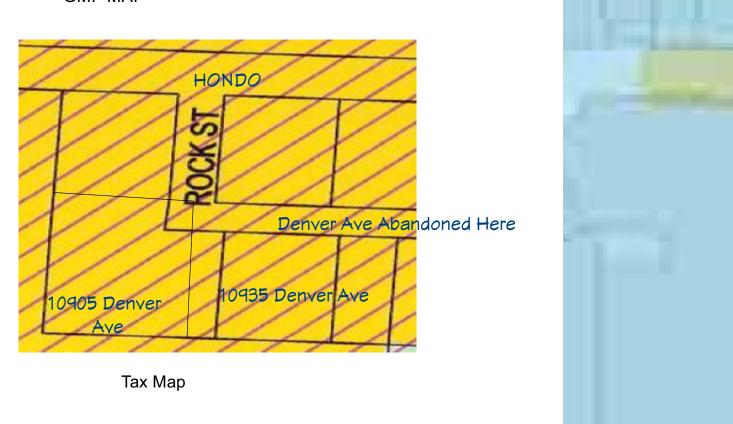
Building the proposed deck will provide the following benefits. It will ensure the safety of my family and my guest, it will bring the house into current building code compliance. This will also allow me to maintain off street parking which will be a positive improvement to the neighborhood and thus the community.

Sincerely,

David Doren







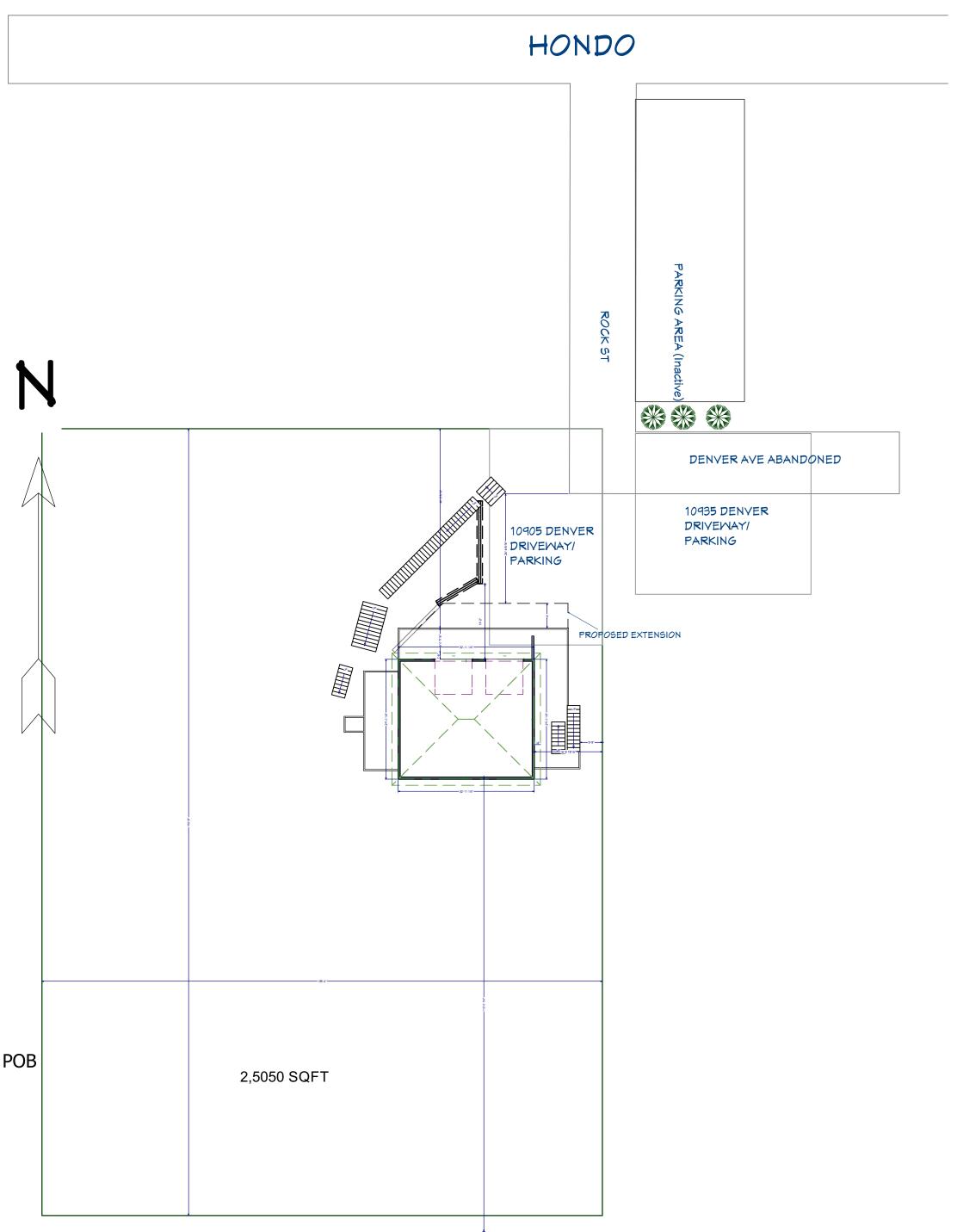
ZONING: R-1

Plat #: 380

Legal:

LOTS 4, 5, PT OF LOT 6 BLK 46 GREEN MTN FALLS ADD 5,
A PORT OF VAC DENVER AVE N OF AND ADJ TO SD LOTS ALL
BY VAC RES REC IN BK 6627-1427 & DES AS FOLS:
BEG AT SW COR OF SD LOT 4,
TH N ALG W LN OF SD LOT 4 AND EXT 190.0 FT, ANG R 90<00' ELY
120.0 FT, ANG R 90<00' SLY 40.0 FT, ANG L 90<00' ELY 15.0 FT,
ANG R 90<00'
SLY 150.0 FT TO A PT ON S LN OF SD LOT 6, TH ANG R 90<00' WLY 135.0 FT TO POB

10905 DENVER AVE



O. DESCRIPTION BY DATE

PLOT PLAN

DOREN DECK 10905 Denver Avw Green Mtn. Falls, CO 80819

Affinity Homes 719-650-2453

DATE:

6/19/2019

SCALE:

1" =20'

SHEET:

Z-1



August 6, 2017

Dear Green Mountain Falls Property Owner:

The Planning Commission has set a Public Hearing to consider a request from David Doren, property owner of 10905 Denver Ave.

Mr. Doren is requesting a variance to allow for a deck extension to his home with a setback that will be less than 10 ft. on one side. The addition will extend 6' to the North of the existing deck. The existing deck is nonconforming but Grandfathered in. This project does not meet setback requirements for R-1-20000 zoning designation.

The Green Mountain Falls Land Use Code requires that property owners within 100' of the petitioner's property be notified of any request for a zoning amendment to solicit public input.

The Planning Commission will hold a Public Hearing on Tuesday, August 27, 2019 at 6:30 p.m. at the Town Hall. The Board of Trustees will hold a Public Hearing on Tuesday, September 3, 2019 at 7:00 p.m. If you have any questions, please contact me.

IN FAVOR O	F GRANTING THE ADDITION and SETBACK less than 10' on one side	
	O GRANTING THE ADDITION and SETBACK less than 10' on one side	
COMMENTS:		
Property Owner	Jack Gr. Murdock Jack Doman alls Property Address: 10905 Hondo Ave. G.M.F. co	
Green Mountain Fa	ills Property Address: 10905 Hondo Ave. G.M.F. co	80319
Sincerely,		

Renee Price Interim Town Clerk rp/Enclosures



August 6, 2017

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X IN FAVOR OF GRANTING THE ADDITION and SETBACK less than 10' on one side
OPPOSED TO GRANTING THE ADDITION and SETBACK less than 10' on one side
COMMENTS:
Property Owner. Phil . Karen Konoroski
Green Mountain Falls Property Address: 10895 Denuez
Sincerely,

Renee Price Interim Town Clerk rp/Enclosures



August 6, 2019

Dear Green Mountain Falls Property Owner:

The Planning Commission has set a Public Hearing to consider a request from David Doren, property owner of 10905 Denver Avenue.

Mr. Doren is requesting a variance to allow for a deck extension to his home with a setback that will be less than 10 ft. on one side. The addition will extend 6' to the North of the existing deck. The existing deck is nonconforming, but a replacement would be grandfathered in. This project does not meet setback requirements of ten (10) feet in R-1 20,000 zoning designation.

The Green Mountain Falls Land Use Code requires that property owners within 100' of the petitioner's property be notified of any request for a zoning amendment to solicit public input.

The Planning Commission will hold a Public Hearing on Tuesday, August 27, 2019 at 6:30 p.m. at the Town Hall. The Board of Trustees will hold a Public Hearing on Tuesday, September 3, 2019 at 7:00 p.m. If you have any questions, please contact me.

X IN FAVOR OF GRANTING THE ADD	ITION and SETBACK less than 10' on one side
	DITION and SETBACK less than 10' on one side
COMMENTS:	
Property Owner: Caul & Chris	Thomas
Green Mountain Falls Property Address:	10935 Hondo Ary









Sec. 16-711. - Zoning district amendments.

- (a) Petition required. A zoning petition shall be required to zone or rezone any property within the corporate boundaries of the Town. Such petitions shall conform to the requirements of Subsection (c) below.
- (b) Submission deadline. The petitioner shall submit the petition and all required items to the Town Clerk no later than thirty (30) days prior to any regular meeting of the Planning Commission at which the petitioner desires to be heard.
- (c) Petition submittal requirements.
 - (1) Letter of intent. The petitioner shall submit a letter of intent with all zoning, rezoning, special use and variance of use requests. Such letters may contain any information relevant to the petition but shall contain the following, when applicable:
 - a. The reason for the change in zone classification;
 - b. The total number of acres in the requested area;
 - c. The number of apartment buildings;
 - d. The number of dwelling units per building;
 - e. The number of dwelling units per acre;
 - f. The number of industrial sites proposed;
 - g. Typical lot sizes: length and width;
 - Acres and percent of land to be set aside as open space, not to include parking, drives and access roads;
 - i. Type of proposed recreational facilities;
 - j. If phased construction is proposed, how it will be phased;
 - k. Anticipated schedule of development;
 - I. How water and sewer will be provided; and
 - m. Proposed uses, relationship between uses and densities.
 - (2) Legal description and drawing. The drawing shall be at a scale suitable to describe the information required and shall include:
 - Boundary description of the land to be zoned which shall illustrate the legal description;
 - Existing land uses on the property;
 - Adjoining property ownership and use;
 - d. Existing and proposed structures;
 - e. Existing and proposed easements; and
 - f. Name and addresses of the petitioner, owners of all interest in the property and the preparer.

- (3) Zoning petition.
- (d) Distribution. The Town Clerk shall distribute copies of submitted materials to such local, regional, state and federal agencies as may be deemed appropriate.
- (e) Planning Commission action and procedure.
 - (1) The Planning Commission shall review each petition at a regularly scheduled public meeting.

(2) Public notice.

- a. A plain notice, not less than two (2) square feet in size, of the date and place of the hearing of all petitions shall be posted in a conspicuous place on the property site by the Town Clerk at least two (2) weeks prior to the Planning Commission meeting. The notice shall contain the specific subject matter of the hearing, including the present zone, if any, and the proposed zone or the special use contemplated. The location and phone number of the public office where additional information may be obtained shall also be included on such notice. Such notices shall be changed in the event that the time or place of such hearing is changed.
- b. Prior to submitting the petition, the petitioner shall either contact the adjoining property owners for their comments and signatures on the petition form, or cause a certified letter to be sent to said owners by the Town Clerk. The requirements for the letter may be obtained from the Town Clerk.
- c. The petition and the letter shall state that the adjoining property owner may appear in person at the Planning Commission hearing or, if unable to attend, submit a statement further expressing his or her opinions and comments of the petition.
- d. The agenda of the Planning Commission meeting shall be made available to the public and posted on the Town bulletin board no later than four (4) days prior to the meeting.
- (3) Action of the Planning Commission.
 - a. Unless postponed at the request of the petitioner, the Planning Commission shall have a maximum period for taking action on the petition extending from the date of the first meeting through the next regularly scheduled Planning Commission meeting.
 - The Planning Commission may approve, approve subject to certain conditions or disapprove.
 - c. The Planning Commission shall publicly state, and the secretary shall record, the reason for the action taken on the petition.
 - d. Upon any of the above actions or at the expiration of the maximum period for

- taking action, the petition shall be placed on the agenda of the next regularly scheduled meeting of the Board of Trustees which allows for the proper notice requirements.
- e. Without the request or consent of the petitioner, the Planning Commission may move to postpone action on the petition until the next regularly scheduled Planning Commission meeting. At the request or with the consent of the petitioner, action on the petition may be postponed until a definite date or until the occurrence of a certain event. If so postponed, the petition shall be heard by the Planning Commission on the definite date or, in the case of postponement to the occurrence of a certain event, at the written request of the petitioner.
- f. No petition shall remain postponed in excess of one hundred eighty (180) days unless a longer period of time is requested by the petitioner and granted by the Planning Commission. Petitions postponed in excess of one hundred eighty (180) days or an extension thereof shall be deemed withdrawn and a new petition shall have to be submitted with an additional filing fee.
- g. A nonrefundable administrative fee as set by resolution of the Board of Trustees will be paid by the petitioner at the time of the submittal.
- (f) Action and procedure of the Board of Trustees.
 - (1) The Board of Trustees shall hold a hearing on each petition at a regularly scheduled public meeting.
 - (2) Public notice.
 - a. A plain notice, not less than two (2) square feet in size, of the date and place of hearing of all petitions shall be posted in a conspicuous place on the property site by the Town Clerk at least two (2) weeks prior to the Board of Trustees meeting. The notice shall contain the specific subject matter of the hearing, including the present zone, if any, and the proposed zone or the special use contemplated. The location and phone number of the public office where additional information may be obtained shall also be included on such notice. Such notice shall be changed in the event that the time or place of such hearing is changed.
 - b. Zoning and rezoning petitions. At least fifteen (15) days' notice of the time and place of a public hearing shall be published in an official paper or in a paper of general circulation in the Town.
 - c. The Town Clerk shall notify all adjoining property owners of the date, time and place of the public hearing on each petition.
 - d. The agenda of the Board of Trustees' meetings shall be made available to the public and posted on the Town bulletin board no later than four (4) days prior to the meeting.

- (3) Action of the Board of Trustees.
 - a. The Board of Trustees may approve, approve subject to certain conditions or disapprove the petition. An approval or approval subject to conditions shall require the favorable vote of a majority of the Board of Trustees except when a protest against such petition is signed by the owners of twenty percent (20%) or more of the area of the lots:
 - 1. Within the proposed areas of change;
 - 2. Immediately adjacent in the rear thereof extending one hundred (100) feet therefrom;
 - 3. Directly opposite thereto extending one hundred (100) feet from the street frontage of such opposite lots.
 - b. In all cases, a favorable vote of three-fourths (¾) of the Board of Trustees shall be required.
 - c. The Board of Trustees may move to postpone action on the petition to a definite date or to the occurrence of a certain event. The petition shall be heard by the Board of Trustees on the definite date or, in the case of postponement to the occurrence of a certain event, at the request of the petitioner. No petition shall remain postponed in excess of one hundred eighty (180) days unless a longer period of time is requested by the petitioner and granted by the Board of Trustees. Petitions postponed in excess of one hundred eighty (180) days or an extension thereof shall be deemed withdrawn and a new petition shall have to be submitted with an additional filing fee.
- (g) Denied petitions. If a zone or rezone petition has been disapproved by the Board of Trustees, resubmittal of the previously denied petition will not be accepted for a period of one (1) year if it pertains to the same parcel of land and is a petition for a change to the same zone that was previously denied. However, if evidence is presented showing that there has been a substantial change in physical conditions or circumstances, the Planning Commission may reconsider said petition. The time limitation of one (1) year shall be computed from the date of final determination by the Board of Trustees or, in the event of court litigation, from the date of the entry of final judgment of any court of record.
- (h) Petitioner must be present. It is a requirement of the Planning Commission and the Board of Trustees that either the petitioner or his or her representative be present at the public hearings to present the petition.
- (i) Filing fee. Filing fees for zoning and rezoning petitions shall be established by resolution of the Board of Trustees.

(Ord. 97-01)

Sec. 16-709. - Variances.

- (a) No variance in the strict application of the provisions of this Land Use Code, including building requirements, signs and fences, shall be recommended by the Planning Commission or approved by the Board of Trustees unless it finds that the following requirements and standards are satisfied. It is the intent of this Article that the variance be used only to overcome some exceptional physical condition of a parcel of land located within the neighborhood which poses practical difficulty to its development and prevents its owner from using the property as intended by this Land Use Code. Any variation granted shall be the minimum adjustment necessary for the reasonable use of the land.
- (b) The applicant must prove that the variance will not be contrary to the public interest and that practical difficulty and unnecessary hardship will result if it is not granted. In particular, the applicant shall establish and substantiate that the appeal for the variance conforms to the requirements and standards listed below:
 - (1) The granting of the variance shall be in harmony with the general purpose and intent of the regulations imposed by this Land Use Code on the district in which it is located and shall not be injurious to the neighborhood or otherwise detrimental to the public.
 - (2) The granting of the variance will not permit the establishment of any use which is not permitted in the district.
 - (3) There must be proof of unique circumstances. There must exist special circumstances or conditions, fully described in the findings, applicable to the land or buildings for which the variance is sought, which circumstances or conditions are peculiar to such land or buildings in the neighborhood and which circumstances or conditions are such that the strict application of the provisions of this Land Use Code would deprive the applicant of the reasonable use of such land or building.
 - (4) There must be proof of unnecessary hardship. It is not sufficient proof of hardship to show that greater profit would result if the variance were granted. Furthermore, the hardship complained of cannot be self-created; nor can it be established on this basis by one who purchases with or without knowledge of the restrictions; it must be suffered directly by the property in question; and evidence of variances granted under similar circumstances shall not be considered.
 - (5) The granting of the variance is necessary for the reasonable use of the land or building and the variance as granted by the Board of Trustees is the minimum variance that will accomplish this purpose. The report of the Planning Commission shall fully set forth the circumstances by which this Land Use Code would deprive the applicant of any reasonable use of his or her land. Mere reasonable loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.
 - (6) The proposed variance will not impair an adequate supply of light and air to adjacent

- property, substantially increase the congestion in the public streets, increase the danger of fire, endanger the public safety or substantially diminish or impair property values within the adjacent neighborhood.
- (7) The granting of the variance requested will not confer on the applicant any special privilege that is denied by this Land Use Code to other lands, structures or buildings in the same district.
- (c) The Board of Trustees may prescribe any safeguard that it deems necessary to substantially secure the objectives of the regulations or provisions to which the variance applies.
- (d) Upon application, the Planning Commission, after giving notice as required by law, shall schedule a public hearing of the proposed variance. The Planning Commission shall consider and decide all proposed variations, taking into account the standards enumerated above.
- (e) Procedure. Procedures for variance hearings shall be the same as those for zoning and rezoning, with the exception of the publication requirement contained in Paragraph 16-711(f)(2) below, which shall not be required.

(Ord. 97-01)



P.O. BOX 524 GREEN MOUNTAIN FALLS, CO 80819 (719) 684-9414 www.gmfco.us

Variance Application

General Information

- This is a request to deviate from current subdivision or zoning requirements in the GMF Town Code
- Applicants are responsible for understanding the procedure and are required to demonstrate how the proposed project meets criteria set forth in §16-709 (Zoning) or §17-111 (Subdivision) of the GMF Town Code
- A completed application shall be submitted thirty (30) days prior to regularly scheduled Planning Commission meeting

Applicant Information	是对自己的证据。 化原因系统 化相反性 化电影 经国际	
I am the property owner (if not the owner, please provide proof of authorization for submitting application)		
Name: Phil McInrire	Email: pbmcint@aol.com	
Address: 10995 Belvidere Ave	Phone: 719-465-3385	
Property Owner Information		
Name: Phil & Joyce McIntire	Email: Same	
Address: 10995 Belvidere	Phone: <u>719-465-3385</u>	
Property Information	以用户的2000年间。3000年间,2000年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1900年度,1	
Property Address 10995 Belvidere Ave		
Planning Commission Review Date	e <u>6/11/2019</u> Plan Review No	
Regional Building Permit Date	ePermit Number	
Zoning Designation (§16-301)	Lot Size 145' x 85' shed 9x12'	
Town Code Setback Requirements: Front	SideRear	
Hillside Overlay Zone Designation (§16-31)	2) ILC Survey Completed (date)	

Variance Petition

Petition Application Requirements (on a separate sheet, provide the following information)

Describe the project in detail, including how the project meets the objectives of architectural review (§16-705)

State the variance request to be approved; include the benefits to yourself, the neighborhood, and the community Explain how the variance would not be injurious to the neighborhood or otherwise detrimental to the public Explain how the variance would be used to overcome an exceptional physical condition or unique circumstance, and how strict application of the zoning requirements place an unusual and unnecessary hardship on the property owner Explain how adjacent property owners would not be adversely affected by the variance; include whether the variance will impair an adequate supply of light and air to adjacent properties

Whether the Hillside Overlay Zone is applicable and how the variance request meets the intent of §16-714

Site Plan

Include the following site plan(s) with the application form and petition. All plans should be neat, clear, legible and drawn to a standard engineer's scale. Inaccurate, incomplete, and poorly drawn plans may be rejected. Plans must not exceed 24 in. x 36 in. and should be folded no larger than 9 in. x 14 in. with the lower righthand corner exposed for a stamp.

Development Plan (2 copies)

All plans should be neat, clear, legible and drawn to a standard engineer's scale. Inaccurate, incomplete, and poorly drawn plans may be rejected. Plans must not exceed 24 in. x 36 in. and should be folded no larger than 9 in. x 14 in. with the lower righthand corner exposed for a stamp.

Cover Sheet:

- a. Vicinity Map
- b. Owner Name and Address
- c. Date of preparation; proposed dates of construction
- d. Total development plan area in acres or square feet

Plan Sheets:

- a. Applicant name, owner name, address of property
- b. North arrow
- c. Sheet number (e.g., X of Y)
- d. Property boundaries and dimensions (if determined by official survey, include a copy)
- e. Existing and proposed lots and tract lines, with dimensions
- f. Existing and proposed topography (contour lines or slope in approximate percentage)
- g. Show and label all access points to the property from adjacent streets and alleys
- h. Other suitability considerations:
 - i. Grading and excavation plan
 - ii. Vegetation plan
 - iii. Steep slopes
 - iv. Geologic Hazards (unstable slope, rockfall area, debris flow area)
 - v. Wildfire

Public Notice:

Prior to submitting a Variance Application and Petition, the applicant shall contact the adjoining property owners for their comments and signatures on the petition. If adjoining property owners are not available for signature, the applicant will provide all necessary contact information to the Town Clerk.

All costs associated with the certified mailing (copies, envelopes, postage) are the responsibility of the applicant.

Amdavit (signature required)	
I declare under penalty of perjury that the statements made in this form are true an	nd complete to the best of my knowledge
THE MESTUREZ	7/30/19
Authorized Signature	Date

Per attached drawings, requesting a variance for construction of a Shed in the backyard of our property.

The proposed shed, will encroach on the required 5 foot setback from the property fence. Due to our lot restrictions and slope of the property this location is the only feasible and mostly level site on the property that the shed can be built. The shed will be approximately 9ft x 12ft and constructed of wood frame and rustic siding to blend with the existing architectural styles of the neighboring structures. The shed will also enhance the property and provided addition storage which we would need and utilize for the long term. We have discussed this with our immediate neighbors bordering our property that would be impacted, Cindy Powell and John Morgan have stated they have no objection with the build. In addition most of the structures on our property have been "grandfathered in" as all do not now meet the new zoning setback, this is depicted on the attached drawings.

It is our intention that this shed enhance our property and neighborhood and also provided needed storage without renting a storage unit long term. Construction on the shed will be erected over a period of time, weather permitting. I intend to perform the construction myself, as a licensed professional engineer and former Architect, this task will not be that difficult.

Respectfully

Phil McIntire

PLANNING COMMISSION AGENDA MEMO

DATE: 27 August 2019	AGENDA NO.	SUBJECT:
Presented by:		Variance Application V2019-002
Julia Simmons, Land Use Planner		

Recommend action:

Public hearing; approve, approve subject to certain conditions; or disapprove

Background:

The applicant, Mr. McIntire, appeared before the Planning Commission June 11, 2019 for Plan Review of a 108 square foot accessory unit shed on his R-1 10,000 property at 10995 Belvidere Avenue. The Planning Commission denied the plans as presented for not being compliant with the Zoning Code rear setback of five feet.

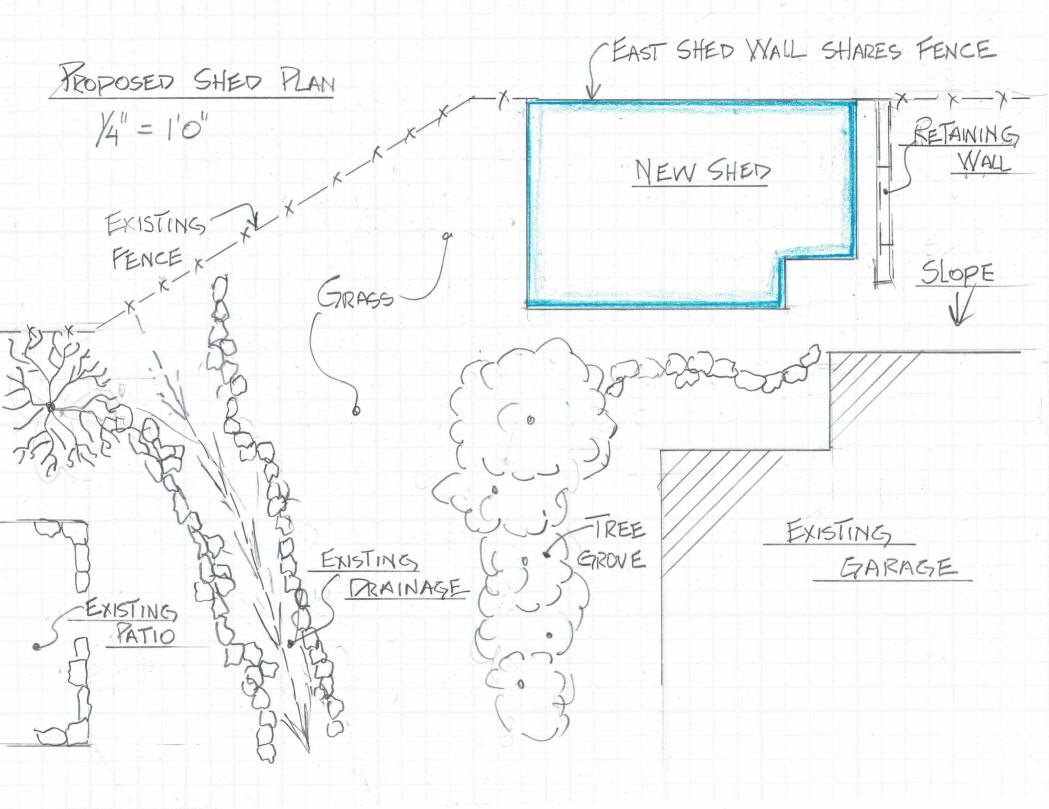
Mr. McIntire is presenting site plans and a letter outlining his hardship due to a narrow lot and steep slopes. He has the support of neighbors on all three sides- including a letter of support from the neighbor to the rear where the shed would encroach on the property line. The additional storage will enhance the property by providing storage and keeping yard supplies out of sight and provide safe storage for seasonal equipment and trash.

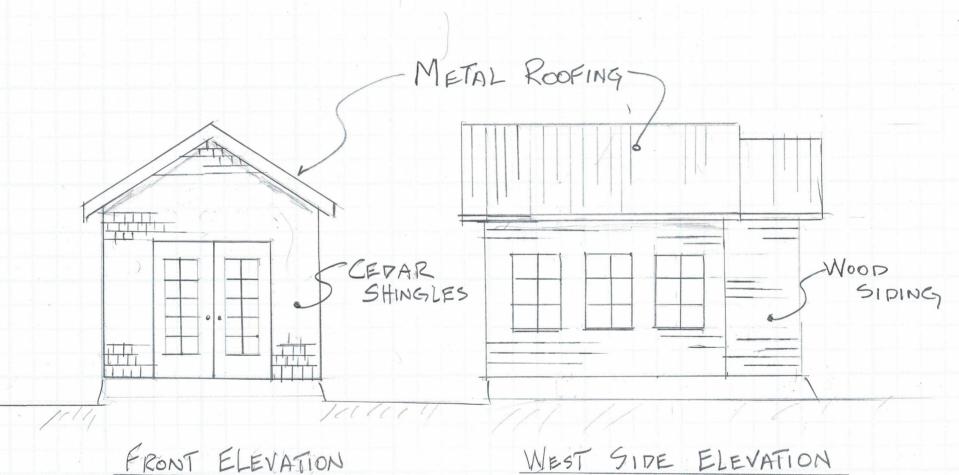
The applicant is presenting renderings of the proposed structure that will meet architectural standards in Section 16-705 GMF Code.

Per Variance Procedures outlined in Section 16-709 and 16-711, all adjacent neighbors have reviewed the proposal and signed Variance Petitions; a Public Hearing Notice was posted in the front of at this address 14 days prior to this meeting.

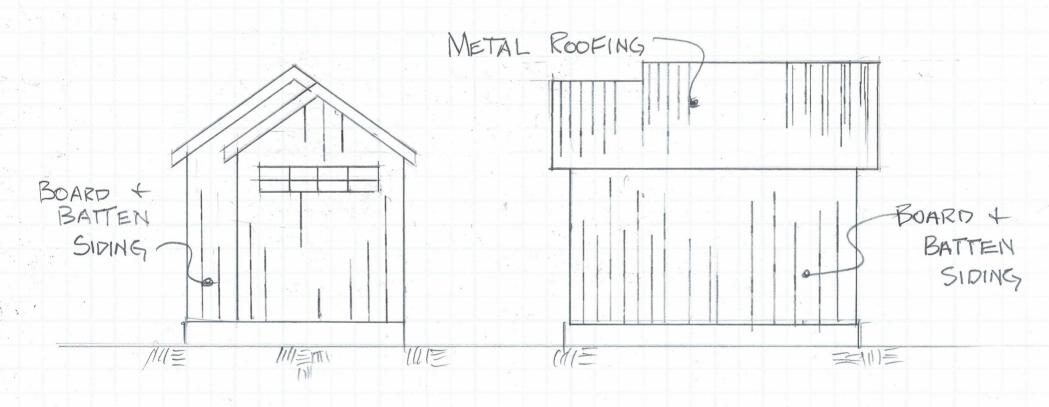
Issue Before the Board:

Whether to recommend approval to the Board of Trustees. The Planning Commission shall consider and decide all proposed variations, taking into account the standards enumerated in Section 16-709 GMF Town Code and Procedures in Section 16-711.



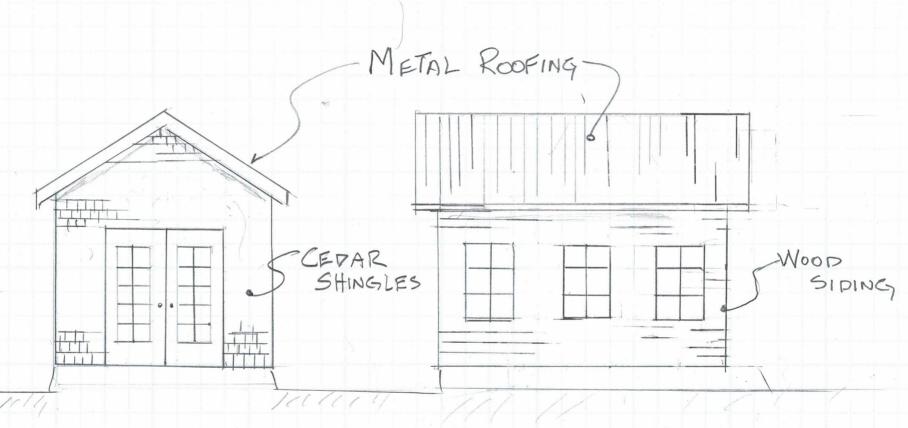


NOTE: NO PLUMBING OR ELECTRICAL INSTALLED.



REAR ELEVATION

EAST ELEVATION

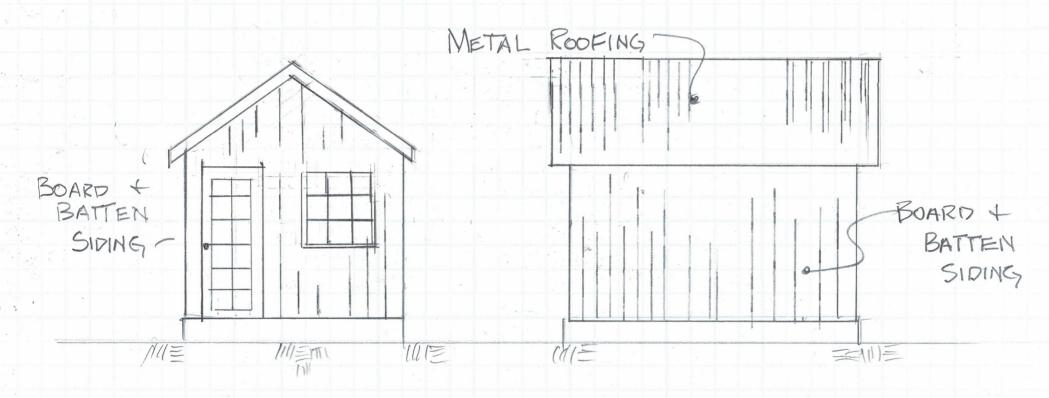


FRONT ELEVATION

MORTH SIDE ELEVATION

SCALE 1/4" = 1'0"

NOTE: NO PLUMBING OR ELECTRICAL INSTALLED.



REAR ELEVATION

SOUTH ELEVATION

Scale 1/4" = 10"

Green Mountain Falls Planning Commission

May 26, 2019

To Whom it May Concern

have no objection with the building of a shed on the west fence line by my neighbors Phil & Joyce McIntire. Phil has shown me his plans and what is expected. My only request is that the Pin Oak next to the fence be left as is.

Respectfully

Cindy J. Rewell



July 16, 2019

Dear Green Mountain Falls Property Owner:

The Planning Commission has set a Public Hearing to consider a request from Phil McIntire, property owner of 10995 Belvidere Ave. .

Mr. McIntire is requesting a variance to allow for building a shed addition on the back property line with the setback being less than 5 ft. on one side. The site location for the shed addition is restricted due to the slope of the property and the location of other structures. The requested location is the only feasible site that the shed can be built. Other existing structures on the property are not in compliance with the current setback requirement but have been "grandfathered" in as they were built before the city was established. I have submitted my plans and elevations to the Planning Commission for the new shed. The Green Mountain Falls Land Use Code requires that property owners within 100' of the petitioner's property be notified of any request for a zoning amendment to solicit public input.

The Planning Commission will hold a Public Hearing on August 13, 2019 at 6:30 p.m. at the Town Hall to review this variance request.

If you have any questions, please contact me.

IN FAVOR OF GRANTING THE ADDITION and SETBACK less than 5' on one side
OPPOSED TO GRANTING THE ADDITION and SETBACK less than 5' on one side
COMMENTS: Thave No objection
Property Owner: Janes Hawvey
Green Mountain Falls Property Address: 10985 Belvidere
Sincerely

Julia Planning /Enclosures



10995 Belvidere Ave

Aerial View



Imagery ©2019 Google, Map data ©2019



10995 Belvidere Ave

Green Mountain Falls, CO 80819











Directions

Nearby Send to your phone

Share

Photos



July 16, 2019

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Julia Planning /Enclosures



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The Planning Commission will hold a Public Hearing on August 13, 2019 at 6:30 p.m. at the Town Hall to review this variance request.

Julia Planning /Enclosures

This Permanent Easement Agreement ("Agreement") effective July _____, 2019, by and between Town of Green Mountain Falls ("Grantor"), whose address is 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819 and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City"), on behalf of its enterprise, Colorado Springs Utilities, whose address is P.O. Box 1103, Colorado Springs, Colorado 80947-1015 ("Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

Recitals

- A. Grantor owns the real property described in "**Exhibit A**" attached hereto ("Property"), in, through, over, under, and across which the Improvements (as defined in Section 1 below) will pass; and
- B. Grantee has determined that such Improvements must be constructed, installed, and maintained within the Property along a certain utilities corridor;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

- 1. Conveyance of Permanent Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property depicted in the legal description attached hereto as "Exhibit B" ("Permanent Easement"), to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove one or more pipelines, conduits, poles, vaults, meters, regulator stations, switches, transformers, valves, hydrants, manholes cess roads or any other utility structures (including, but not limited to, communication facilities), and all necessary underground or aboveground cables, wires, and appurtenances thereto, including, but not limited to, electric or other control systems, cables, wires, connections, and surface appurtenances ("Improvements") and to make any cuts and fills in the earth necessary to the performance of such work, in, on, under, through, over and across such real property.
- 2. <u>Easement Map.</u> "Exhibit C" attached hereto is a graphic representation of the Permanent Easement. In the event of an ambiguity in Exhibit B, Exhibit C may be used to resolve said ambiguity.
- 3. <u>Ingress and Egress.</u> Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for ess to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement, in order to perform Grantee's rights in the Permanent Easement. To the maximum practicable extent, Grantee shall use existing gates, roads, trails or facilities to avoid disruption of Grantor's operations on the Property.
- 4. Additional Construction. Grantee shall have the right to construct, reconstruct, install, use, operate, maintain, repair, natrol, replace, upgrade, or remove at any time or from time to time, one or more additional Important and appurtenances thereto within the Permanent Easement. Such right shall be perpetual, and Grantor shall not stop, hinder, or impede construction of such additional Improvements or limit the same within the Permanent Easement.
- 5. Grantor's Rights Unaffected. Except as provided in Section 6 below, Grantor shall retain the right to make full use of the Property, except for such use as might endanger or interfere with the rights of Grantee in the Permanent Easement. Grantor shall only perform or permit other persons or entities to perform construction or other work within the Permanent Easement after prior written approval by Grantee and only if such construction or other work is performed in accordance with the terms of this

Agreement, all applicable laws, rules and regulations, and Grantee's rules and regulations as they may be modified from time to time. Grantor reserves use of the Permanent Easement, whether longitudinal or otherwise, for installing the following with written approval from Grantee: pavement, curbs, gutters, sidewalks, parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected against as, but not limited to: stone, brick, or other masonry type fences or walls), low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee ("Grantor's Improvements"); provided however, that the exercise of such rights, in the reasonable opinion of Grantee, does not injure or interfere with, now or in the future, any of the Grantee's rights in the Permanent Easement including, but not limited to, Grantee's rights of maintenance and reasonable access.

- 6. Installations within Permanent Easement. Grantor shall not construct or place any permanent structure or building on any part of the Permanent Easement including, but not limited to: posts, poles, fences (except posts, poles, or fences that can be easily removed and erected again; and except for garage-door porch stoops and only those retaining walls up to 4 feet in height that may be required to extend into the side lot-line easements of a residential property), dwellings, garages, barns, sheds, storage structures of any kind, lean-tos, play houses or other play structures, outbuildings, gazebos, hot tubs. swimming pools, concrete patios, decks, basketball/sports courts, retaining wall, or any edifice projections such as, but not limited to: balconies, verandas, porches, building overhangs, or bay windows. Without liability for damages, Grantee may remove any structure or building constructed or placed within the Permanent Easement. If Grantor constructs, places or permits any structure or building within the Permanent Easement, then Grantor shall reimburse Grantee for all expenses (including, but not limited to removal, court, collection, and attorneys' fees and costs) associated with or arising from removing such structure or building. Despite anything herein to the contrary, if the City approves a projection into the Property's building-setback pursuant to section 7.4.102.F of the City Code ("Projection Approval"), then the Projection Approval shall be considered Grantee's prior written consent to Grantor's encroachment into the Permanent Easement as described in that Projection Approval, provided however, if Grantee determines that (as a result of the Projection Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Projection Approval; and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements. Moreover, in no event shall Grantor:
 - a. construct or place, longitudinally along or otherwise within the Permanent Easement any tree, underground pipeline, cable, wire, conduit, valve, stub, storm water drainage pipeline facilities or other utility or appurtenance without the prior written consent of Grantee; or
 - b. change, by excavation or filling, the present grade or ground level of the Permanent Easement without the prior written consent of Grantee. Despite anything herein to the contrary, if the City approves Grantor's grading plan for the Property ("Grading Plan Approval"), then the Grading Plan Approval shall be considered Grantee's prior written consent to change the grade of the Permanent Easement as described in that Grading Plan Approval, provided that no Improvements exist within the Permanent Easement. Further, if Grantee determines that (as a result of the Grading Plan Approval) it is necessary to relocate any existing Improvements, then Grantor acknowledges that such relocation shall be at the Grantor's sole expense, regardless of the Grading Plan Approval, and Grantor shall grant to Grantee any permanent easements required for the relocated Improvements.

Grantor shall prevent the construction or alteration of landfills, wetlands, land excavations, water impoundments including storm water quality features or facilities, and other land uses within the Permanent Easement unless the prior written consent of Grantee is provided. Additionally, Grantor shall not construct any new, or alter any existing landfills, wetlands, water impoundments, and other similar uses within the Property, which might, in Grantee's reasonable discretion, endanger or interfere with any Improvements, including, but not limited to, Grantee's rights of maintenance and reasonable access, without the prior written consent of Grantee.

- 7. Surface Restoration to Land. Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, installation, use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible. Despite anything contained herein to the contrary, Grantee shall not be liable for damage to, nor shall it be obligated to repair or replace any structures, buildings, or any other articles whatsoever, which are constructed, installed, or otherwise existing within the Permanent Easement in violation of the terms of this Agreement including, but not limited to, any tree(s) that interfere with the Improvements or Grantee's rights in the Permanent Easement.
- Maintenance of Permanent Easement. Grantor shall be responsible for the surface maintenance of the easement; however, Grantee shall have the perpetual right ,but not the obligation, to cut, trim, control, and remove trees, brush, and other obstructions which injure or interfere with the Grantee's use, occupation or enjoyment of the Permanent Easement, or Grantee's right to construct, reconstruct, install, use, operate, maintain, repair, patrol, replace, upgrade, or remove its Improvements, without liability for damages arising there from.
- **9.** <u>Subjacent and Lateral Support.</u> Grantor shall not impair any lateral or subjacent support for the Improvements.
- 10. Nature of Easement and Additional Uses. The Permanent Easement is perpetual and runs with the land. It also is deemed to touch and concern the land. Grantee's exercise of any rights in the Permanent Easement other than those retained by Grantor shall be within the sole discretion of Grantee. Grantee shall permit and authorize such other uses of the Permanent Easement that are consistent with the uses described in paragraph 1 herein and not hereby reserved in Grantor.
- 11. <u>Warranty of Title.</u> Grantor warrants that it has good and merchantable title to the Property and has the full right and lawful authority to grant the Permanent Easement. Further, Grantor warrants, promises, and agrees to defend Grantee in the exercise of Grantee's rights hereunder against any defect in Grantor's title to the Property or Grantor's right to grant the Permanent Easement.
- 12. Indemnity/Liability. Grantor hereby releases Grantee and shall fully protect, defend, indemnify and hold harmless Grantee, the City, their officers, City Council, Utilities Board, directors, employees, agents and representatives from and against any and all claims, costs and fees (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs), losses, damages, causes of action, or liability of any nature (including, but not limited to environmental) arising from or in connection with the Permanent Easement, Grantor's Improvements, or the Improvements to the extent arising from or due to Grantor's action(s) or failure(s) to act.
- 13. <u>Waiver.</u> The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

- 14. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Colorado, the Colorado Springs City Charter, City Code, Ordinances, Rules and Regulations. In the event of any dispute over this Agreement or its subject matter, the exclusive venue and jurisdiction for any litigation arising hereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.
- **15.** <u>Binding Effect.</u> Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
- **16.** No Third Party Beneficiaries. Except as expressly provided otherwise, this Permanent Easement is intended to be solely for the benefit of the Parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause of action or other right.
- **17.** <u>Severability.</u> The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
- **18.** <u>Incorporation of Exhibits.</u> All exhibits described in and attached to this Agreement are herein incorporated by reference. Grantor hereby acknowledges that Exhibits A and B must be prepared by or under the supervision of a Professional Land Surveyor licensed by the State of Colorado.
- 19. Notice. Any notice provided in accord with this Agreement, shall be in writing and shall be sent by delivery service, or mailed by certified mail, postage prepaid and return receipt requested to either Party's address as shown below or to the property owner of record ("Notice"). Such Notice shall be effective upon the date received and acknowledged by signature of the Party that receives Notice. Either Party may change its address to which any Notice is to be delivered under this Agreement by giving Notice as provided herein.

Grantee:

Colorado Springs Utilities: Utilities Development Services P.O. Box 1103, Mail Code 1812 Colorado Springs, CO 80947-1812

Grantor:

Town of Green Mountain Falls Mayor 10615 Green Mountain Falls Road Town of Green Mountain Falls, CO 80819

20. Entire Agreement. This Agreement represents the entire agreement between the Parties and no additional or different oral representation, promise or agreement, oral or otherwise, shall be binding on any of the Parties hereto with respect to the subject matter of this instrument, unless stated in writing explicitly referring to this Permanent Easement Agreement and signed by the Parties.

IN WITNESS WHEREOF, the representatives of each Party hereto certify that, by their execution of this Agreement, they are duly authorized to commit their organization to this Agreement in its entirety. The Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTOR:	Town of	Green Mountain Falls
	Ву:	
		Jane Newberry as Mayor
STATE OF)) SS.
COUNTY OF)
The foregoing	instrument	was acknowledged before me this day of July 2019,
by Jane Newbe	erry as May	yor of the Town of Green Mountain Falls
Witness my ha	nd and offi	cial seal.
My Commissio	n Expires:	
(S	EAL)	Notary Public
GRANTEE:	CITY OF	COLORADO SPRINGS, on behalf of its enterprise, Colorado Springs Utilities
	By:	
	•	Brian Whitehead, Manager – System Extensions

Exhibit A

Lot 1, Amended Green Mountain Falls Fire Station Subdivision, as recorded at reception number 218714196, El Paso County, Colorado, Clerk and Recorder's records.

Exhibit B

Being a portion of Lot 1, Amended Green Mountain Falls Fire Station Subdivision, as recorded at reception number 218714196, El Paso County, Colorado, Clerk and Recorder's records, and being more particularly described as follows:

Basis of Bearings: The basis of bearings for this description is the northeasterly line of Lot 2, of said subdivision, being monumented at the northwesterly end by a number 4 rebar and at the southeasterly end by a number 5 rebar with a red plastic cap stamped" RAMPART PLS NO. 26965". This line is assumed to bear South 52 degrees 07 minutes 55seconds East, 216.30 feet.

Commencing at the northerly common corner between Lots 1 and 2;

Thence South 8 degrees 19 minutes 40 seconds East, coincident with the common lot line between said lots, a distance of 22.43 feet to the **Point of Beginning**;

Thence South 8 degrees 19 minutes 40 seconds East, continuing with said common line, a distance of 32.58 feet;

Thence South 58 degrees 42 minutes 35 seconds West, departing said common line, a distance of 60.51 feet;

Thence South 7 degrees, 57 minutes 22 seconds East, a distance of 5.75 feet, to the westerly line of that 40-foot Public Right of Way shown on said subdivision plat;

Thence South 82 degrees 02 minutes 38 seconds West, coincident with said westerly line, a distance 27.85 feet, to the point of curvature of a circular curve to the left having a radius of 67.99 feet;

Thence on said curve and said westerly line, through a central angle of 1 degree 50 minutes 07 seconds, having an arc length of 2.15 feet;

Thence North 7 degrees 57 minutes 22 seconds West, departing said westerly line, a distance of 25.52 feet;

Thence North 58 degrees 42 minutes 35 seconds East, a distance of 92.95 feet, to the **Point of Beginning**, and containing 2,770 square feet or 0.063 acres of land more or less.

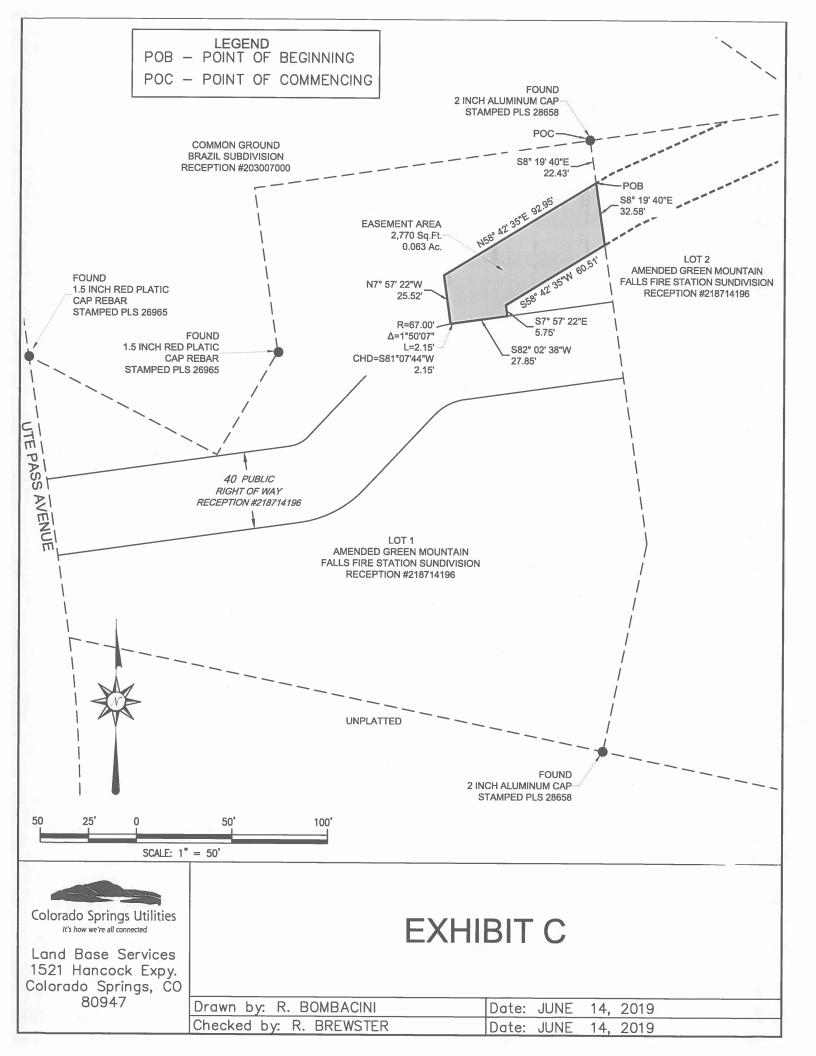
LEGAL DESCRIPTION STATEMENT:

I, RICHARD E. BREWSTER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF ARE CORRECT.

RISPARD E. BREWSTER, PROFESSIONAL LAND SURVEYOR

CORORADO P.L.S.NO. 28645

FOR AND CONDEMALE OF COLORADO SPRINGS UTILITIES



JOINDER AND CONSENT OF HOLDER OF DEED OF TRUST

, a <i>(entity descri</i>	otion or state of incorpo	oration)	, as holder of a Dee	ed of Trust from Gr	rantor, ,
dated , , ar	nd recorded among t	the real p	roperty records of	El Paso County,	Colorado at
Reception No. , he	reby joins in the afore	esaid Perm	nanent Easement A	greement for the	sole purpose
of expressing its consen	t thereto and of bindir	ng, subject	ing and subordinati	ng the aforesaid [Deed of Trust
and its interests in any p	ortion of the Property	to the terr	ms thereof.		
		(Holde	r of Deed of Trust)		
	Ву: _				
	•				_
	Name: _				_
	Title: _				_
STATE OF)) SS.				
COUNTY OF)				
The foregoing instrument	was acknowledged be	efore me th	nis day of		, 20,
by		as			of
	(Name)		(Title)		
(Ent	rity)	·			
(Liii	nty)				
Witness my hand and	d official seal.				
My Commission Exp	ires:				
(SE	AL)	No	tarv Public		

Laura Kotewa

From: Jeff Parker <jhparker@hpwclaw.com>
Sent: Sunday, August 4, 2019 1:48 PM
To: 'Jane Newberry'; Laura Kotewa

Cc: Julia Simmons

Subject: RE: GMF Easement Agreement

Attachments: Twn GMF Easement - Revised - A080419.pdf

I have just reviewed the agreement. It contains a number of provisions I would recommend against. This is not a simple utility easement. It is very detailed and gives CSU a lot more rights than necessary.

However, how I revise the agreement depends on its purpose. Is this something the Town is granting because the Town needs it? Or is it simply at CSU's request for something unrelated to the Town? If the Town is requesting service and needs to grant the easement, the Town will have less leverage. If the Town is simply granting this to CSU, then the Town can push back on some of the terms.

Here is a marked up version with the revisions I'd recommend if possible. I'd be happy to discuss it further.

Jeff Parker

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

511 16th Street, Suite 610 Denver, CO 80202 Direct: (303) 951-2097 Main: (303) 825 6444 Fax: (303) 825 1269

From: Jane Newberry <gmfnewberry@gmail.com>

Sent: Friday, August 2, 2019 10:11 AM **To:** Laura Kotewa <clerk@gmfco.us>

Cc: Jeff Parker <jhparker@hpwclaw.com>; Julia Simmons <planner@gmfco.us>

Subject: Re: GMF Easement Agreement

I have given exactly 1 minute of thought to this, and so have these questions:

- 1) I assume Jeff has looked this over and it's a pretty standard utility easement, correct? No odd findings?
- 2) Pretty sure Richard Brewster is my neighbor -- does the board want to look at the easement? Is it marked? I'm sure he could shed light on this if it's the same Richard Brewster.
- 3) Other than the curiousity factor, if Jeff is okay with it, the board should be okay too.

If Jeff has okayed it per form, let's put on the agenda for Tuesday. If it's not been okayed, let's still put it on the agenda for discussion, knowing it is still with the attorney.

Thanks.

Jane

On Fri, Aug 2, 2019 at 9:55 AM Laura Kotewa <clerk@gmfco.us> wrote:

Did this get any attention? I am wondering if I need to add it to the agenda for Tuesday I am preparing this morning to post today.



Laura J. Kotewa, Town Clerk/Treasurer

Town of Green Mountain Falls

PO Box 524

Green Mountain Falls, CO 80819

Phone: 719.684.9414

clerk@gmfco.us

www.gmfco.us

From: Jason Wells < manager@gmfco.us > Sent: Tuesday, July 23, 2019 5:13 PM
To: Jeff Parker < jhparker@hpwclaw.com >

Cc: Julia Simmons < planner@gmfco.us >; Laura Kotewa < clerk@gmfco.us >

Subject: FW: GMF Easement Agreement

Hi Jeff. I'm not sure how much time its worth having you spend on this, but could you give it a quick look and share any immediate thoughts before diving too much into it?

Thanks.



Jason S. Wells, Interim Town Manager

Town of Green Mountain Falls

PO Box 524

Green Mountain Falls, CO 80819

Phone: 719.684.9414

Email: manager@gmfco.us

Website: www.gmfco.us

From: Chris Quinn < cquinn@csu.org> **Sent:** Wednesday, July 17, 2019 2:54 PM

To: gmfnewberry@gmail.com; GMF Town Clerk <gmftownclerk@gmail.com>; Jason Wells

<gmftownmanager@gmail.com>

Cc: William T Davis <wtdavis@csu.org> Subject: FW: GMF Easement Agreement

Good Afternoon,

I have attached the Easement Agreement with Town of GMF for your review, consideration and execution.

This relates to the service line for the GMF properties located on the E side of Hwy 24, which was recently installed off of the new 8"

water main being installed in the Carsell ROW for the Fire Station.

If you have any questions related to this document, please contact Bill Davis at 719-668-8254

Thank you,
Chris
Christopher Quinn
Senior Contract Analyst
Utilities Development Services
Colorado Springs Utilities
719-668-8252
Please consider the environment before printing this e-mail.
Save energy - Save water - Visit <u>csu.org</u> for tips.
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From: William T Davis Sent: Wednesday, July 17, 2019 2:48 PM To: Chris Quinn < cquinn@csu.org>
Subject: GMF
Bill Davis

Colorado Springs Utilities

System Extensions

719 668-8254

wtdavis@csu.org

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RESOLUTION NO. 2019-11

A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS COLORADO, DESIGNATING THE OFFICIAL PUBLIC NOTICE POSTING PLACE

WHEREAS, Colorado Revised Statutes Section 24-6-401 declares that it is the policy of the State of Colorado that the formation of public policy is public business and may not be conducted in secret; and

WHEREAS, The meetings of the Board of Trustees and its appointed bodies within the meaning of CRS 24-6-402(2)(c) are open to the public; and

WHEREAS, CRS Section 24-6-402(2)(c) requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs shall be held only after full and timely notice to the public has been provided; and

WHEREAS, CRS Section 24-6-402(2)(c) requires that the posted notice include specific agenda information where possible; and

WHEREAS, CRS Section 24-6-401(2)(c) requires that the public place for posting such notice shall be designated annually at the first regular meeting of each calendar year of the Board of Trustees; and

WHEREAS, HB 19-1087 added language in 24-6-402(c)(II) expressing intention to move toward online posting as the official location over the next two years, culminating with compliance of the newly-created 24-6(c)(III), and;

WHEREAS, the Town of Green Falls has a practice of online posting already in place and desires to comply with the online posting statute immediately;

WHEREAS, The Board of Trustees desires to ensure that all local public body meetings comply with the provisions of the laws of the State of Colorado; and

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

The Town website, www.gmfco.us, is to be the official posting place for all meeting notices. Where possible, the Post Office may be used in addition.

	INTRODUCED, READ and PASSED this _	day of	, 2019
		OWN OF GREEN I	MOUNTAIN FALLS,
(SEA		ne Newberry, May	or

ATTEST:	
Laura Kotewa, Town Clerk	

RESOLUTION NO. 2019-12

A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS COLORADO, MAKING APPOINTMENT OF TOWN OFFICIALS

WHEREAS, Colorado Revised Statutes 31-10-304 requires the Town Board of Trustees to appoint a Clerk, Treasurer, and Attorney, as well as any other officers it deems necessary; and

WHEREAS, this statute further specifies that the appointment of officers shall not extend more than 30 days after election; and

WHEREAS, The Town of Green Mountain Falls' Code of Ordinances Section 2-21(b) also provides the authority of the Board of Trustees to appoint officers;

WHEREAS, in addition to the Clerk, Treasurer, and Attorney, the Board of Trustees wishes to also appoint a Town Manager and Marshal;

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

TOWN OF GREEN MOUNTAIN FALLS,

Town Officials are appointed as follows:

Town Clerk/Treasurer – Laura Kotewa

Town Attorney – The Firm of Hoffmann, Parker, Wilson & Carberry, P.C.

Town Manager – Angie Sprang

Town Marshal – Virgil Hodges

INTRODUCED, READ and PASSED this 3rd day of September, 2019.

	COLORADO	
	Long Novelhouse Moves	
(SEAL)	Jane Newberry, Mayor	
ATTEST:		
Laura Kotewa, Town Clerk/Treasurer		

RESOLUTION NO. 2019-13

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

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

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

<u>Section 1</u>. The following individuals shall be the sole authorized signatories on behalf of the Town for Town bank accounts:

- 1. Jane Newberry, Mayor
- 2. Tyler Stevens, Mayor Pro Tem
- 3. Angie Sprang, Town Administrator
- 4. Laura Kotewa, Town Clerk/Treasurer

<u>Section 2</u>. The following individuals shall be the sole individuals authorized to access the Town's bank accounts online and conduct online banking activity on behalf of the Town:

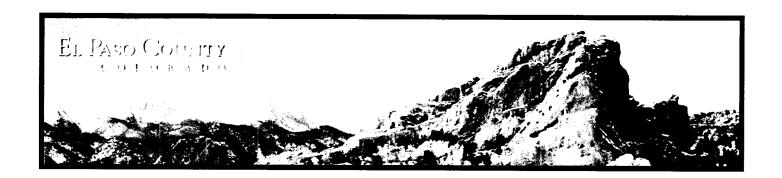
- 1. Angie Sprang, Town Administrator
- 2. Laura Kotewa, Town Clerk/Treasurer

<u>Section 3.</u> The following individuals shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities.

1. Jason Wells

INTRODUCED, READ and PASSED this 3rd day of September, 2019.

	COLORADO
(SEAL)	Jane Newberry, Mayor
ATTEST:	
Laura Kotewa, Town Clerk	





El Paso County, Colorado Subrecipient Agreement

Program Year: 2018

Green Mountain Falls Accessibility Project 2187510



SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN EL PASO COUNTY, COLORADO AND GREEN MOUNTAIN FALLS FOR

THE EL PASO COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT # 2187510 entered this ______ DAY of the MONTH of ______, 2018, by and between El Paso County (herein called the "Grantee" and/or "County") and Green Mountain Falls (herein called the "Subrecipient").

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

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICE

A. General Provisions

1. Statement of Services

The Subrecipient will complete ADA compliance improvements, to include: installation of an ADA concrete walkway. Subrecipient shall be responsible for administering the CDBG grant project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the CDBG program:

2. Activities

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

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570,208.

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

C. Income Benefit Goals

It is anticipated that approximately one thousand fiver hundred sixty four (1,564) unduplicated low- to moderate-income clients will be served over the course of this twelve (12) month Agreement.

D. Monitoring

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

SECTION 2: CDBG PROJECT DESCRIPTION

Type of Project: Parks, Recreational Facilities

Matrix Code: 03F

Basic Eligibility Citation: 570.201(c)

Amount Funded: \$7,500

CFDA #: 14.218

SECTION 3: TERM OF AGREEMENT

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

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

SECTION 4: PROGRAM REPORTING

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

A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.

- B. Quarterly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and a final financial report, upon termination or completion of the award.

ARTICLE 2- FINANCIAL MANAGEMENT

SECTION 1: PAYMENTS AND BUDGET

A. General Provisions

The County shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed (\$15,000) fifteen thousand dollars upon presentation of proper expense documentation attached to properly executed reimbursement forms as provided by and approved by the County.

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

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

B. Payments

Payments shall be made upon receipt of completed reimbursement requests.

Reimbursement payments shall be made to:

Green Mountain Falls

P.O. Box 524

Green Mountain Falls, CO 80819

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

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

C. Budget

<u>Line Item</u>	Amount:
Materials and Construction Costs	\$7,500.00
TOTAL	\$7,500.00

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

D. Closeout

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

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

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

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

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

The Subrecipient shall also:

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

SECTION 3: REIMBURSEMENT

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

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

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

SECTION 4: PROGRAM INCOME

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

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

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

Grantee/County
El Paso County
Economic Development
9 E. Vermijo Ave.
Colorado Springs, CO 80903
719-520-6484
crystallatier@elpasoco.com

Subrecipient
Green Mountain Falls

P.O. Box 524 Green Mountain Falls, CO 80819

SECTION 2: GENERAL CONDITIONS

A. General Compliance

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

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

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

B. "Independent Contractor"

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

C. Hold Harmless

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

D. Workers' Compensation

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

E. Insurance & Bonding

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

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

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

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

F. Licensing

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

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

G. Amendments

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

H. Failure to Perform

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

I. Suspension or Termination

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

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

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

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

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. <u>Documentation and Record Keeping</u>

1. Records to be Maintained

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

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records demonstrating the boundaries of the service area, if applicable;
- Records required to determine the eligibility of activities as well as the eligibility of beneficiaries;

- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

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

3. Client Data

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

4. Disclosure

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

5. Audits & Inspections

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

C. Citizen Participation

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

D. Procurement

1. Compliance

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

2. OMB Standards

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

E. Travel

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

F. Use and Reversion of Assets

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

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

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

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

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

SECTION 5: PERSONNEL AND BENEFICIARY CONDITIONS

A. Civil Rights

1. General Compliance

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

2. Nondiscrimination

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

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

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

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

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted

hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not discriminate.

4. Section 504

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

5. Architectural Barriers Act/Americans with Disabilities Act

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. Drug-Free Workplace

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

Maintaining a Zero Tolerance Drug Policy;

- Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace:
 - The Subrecipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

a. Compliance

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

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

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

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

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

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

b. Notifications

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

c. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

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

4. Illegal Aliens

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

The Subrecipient shall not:

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

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

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

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

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

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

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

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

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

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

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

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

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

5. Conflict of Interest

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

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

6. Lobbying

The Subrecipient hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

Lobbying Certification

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

7. Grantee Recognition

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

8. Copyright

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

9. Religious Activities

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

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

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

10. Other Program Requirements

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

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

SECTION 6: ENVIRONMENTAL

A. General Provisions

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

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

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

B. Air and Water

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

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

C. Flood Disaster Protection

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

D. Lead-Based Paint

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

further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation

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

SECTION 7: HANDBOOK RECEIPT CERTIFICATION

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

SECTION 8: SEVERABILITY

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

SECTION 9: SECTION HEADINGS AND SUBHEADINGS

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

SECTION 10: WAIVER

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

SECTION 11: SUCCESSORS

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

SECTION 12: ENTIRE AGREEMENT

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

SECTION 13: NO THIRD-PARTY BENEFICIARIES

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

SECTION 14: GOVERNING LAW AND JURISDICTION

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory. Grantee: El Paso County, Colorado President, Board of County Commissioners Attest: COUNTY CLERK APPROVED AS TO FORM AND LEGAL SUFFICIENCY: Federal I. D. # 84-6000764 [ASSISTANT] COUNTY ATTORNEY Subrecipient: **Green Mountain Falls** Date 8/21/18 Federal I. D. # 84-6000594 Title: _ Secondary signature:

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

	Grantee: El Paso County, Colorado
Date	ByPresident, Board of County Commissioners
Attest:	
COUNTY CLERK	_
APPROVED AS TO FORM AND LEGAL SUFFI	CIENCY:
Federal I. D. # 84-6000764	
[ASSISTANT] COUNTY ATTORNEY	
	Subrecipient: Green Mountain Falls
Date	By for solution
	Secondary signature: By 115 cp. 4
SEAL A A OUTUNE SEAL 1890 OF THE SEAL TO SEAL THE SEAL TO SEAL THE SEAL TO SEAL THE SEAL TO SEAL THE S	Title: Tykam Town Clerk

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

	Grantee: El Paso County, Colorado
Date	By
Attest:	President, Board of County Commissioners
COUNTY CLERK	_
APPROVED AS TO FORM AND LEGAL SUFFI	CIENCY:
Federal I. D. # 84-6000764	
[ASSISTANT] COUNTY ATTORNEY	
	Subrecipient: Green Mountain Falls
Date <u>8 31/ 8</u> Federal I. D. # <u>84 -6000 54</u>	By L. Neskerry Title: Mayon
	Secondary signature: By Judy High Secondary
SEAL SEAL 1890 OF THE TRANSPORTED TO SEAL TO S	Title: Takerm Kwa Clark

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2019-05

AN ORDINANCE REPEALING AND REENACTING SECTION 2-224 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE CONCERNING TERMS OF PLANNING COMMISSION MEMBERS

WHEREAS, the Board of Trustees desires to change the terms of Planning Commission members from 2 years to 4 years and limit individuals to a maximum of two consecutive terms.

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

<u>Section 1</u>. Section 2-224 of the Green Mountain Falls Municipal Code is hereby repealed and reenacted, to read as follows:

Sec. 2-224. - Members, terms of office.

Members of the Planning Commission shall serve four (4) year terms or until a replacement member is appointed. They shall serve without compensation. A chairman shall be elected from among the appointed members who shall serve for a term of one (1) year with eligibility for re-election. No individual shall serve more than two consecutive four-year terms as a member of the Planning Commission.

- Section 2. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.
- <u>Section 3</u>. <u>Severability</u>. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4.	Effective Date.	This Ordinance shall	ll be	effective	thirty (3	30) day	s after
passage.							
INTRODUC	ED AND ORDE	RED PUBLISHED f	he	day	of		

2019, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISH	HED the day of	, 2019.
	Jane Newberry, Mayor	
ATTEST:		
Laura Kotewa, Town Clerk/Treasurer		
Published in the Pike Peaks Courier	2019	

Information for Appointing Planning Commission members:

Town Code:

• Sec. 2-223. - Membership.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

The Planning Commission shall consist of five (5) members appointed by the Board of Trustees. The Mayor shall serve as an ex officio member of the Planning Commission and shall take part in discussions but shall not vote. A quorum shall consist of three (3) permanent members of the Planning Commission.

(Prior code 6-2-3)

• Sec. 2-224. - Members, terms of office.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONSEMAIL SECTION

Members of the Planning Commission shall serve two (2) year terms or until a replacement member is appointed. They shall serve without compensation. A chairman shall be elected from among the appointed members who shall serve for a term of one (1) year with eligibility for re-election.

Colorado Revised Statute:

I could not find anything, as long as I used the right search terms.

RESOLUTION NO. 2019-10

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, ADJUSTING THE TERMS OF MEMBERS OF THE TOWN'S PLANNING COMMISSION

WHEREAS, the Board of Trustees desires to adjust the terms of the members of the Town's Planning Commission so that members shall serve staggered terms ending on December 31st of each year; and

WHEREAS, this Resolution shall extend the terms of the three members whose terms end on different dates in 2019 to December 31, 2019 and shall extend the terms of the two members whose terms end on different dates in 2020 to December 31, 2020.

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

Section 1. The terms of the current members of the Planning Commission shall be amended as follows and upon expiration thereof, successive terms of those members' offices shall be for four years each ending on December 31st as set forth in Section 2-224 of the Town of Green Mountain Falls Municipal Code, which is being amended concurrently with this Resolution to extend terms of office for Planning Commission members from 2 years to four years:

	Member	Term Ending		
	Eric Caldwell	December 31, 2020		
	Dick Bratton	December 31, 2019		
	Rocco Blasi	December 31, 2019		
	Greg Williamson	December 31, 2019		
	Nathan Scott	December 31, 2020		
	INTRODUCED, READ and PASSED this _		day of	, 2019.
			TOWN OF GREEN MORCOLORADO	UNTAIN FALLS,
(SEAI	L)		Jane Newberry, Mayor	
ATTE	ST:			
 Laura	Kotewa, Town Clerk			

Site 1: Maple Street Culvert Replacement

 Project consists of removing and replacing existing culvert and minor channel stabilization at culvert termini. Utility locates indicate no underground utilities are present and no impacts are anticipated with construction. Plans indicate Black Hills will need to cap the existing abandoned gas line.

Site 2: El Paso Trail Drainage Improvements

The project includes minor re-grading of the road and construction of mountable curb and
gutter to maintain positive drainage from El Paso Trail to Fountain Creek. Proposed road grading
is limited to changing top of road elevation by 6" or less. Communications, water and gas are all
present in the roadway but with minimal changes to the road elevation no utility impacts are
anticipated with construction. Pothole data is included in the plans.

Site 3: Midland Avenue Culvert Replacement

- Project consists of removing and replacing existing culvert and minor channel stabilization at
 culvert termini. The proposed culvert is to be constructed at similar horizontal and vertical
 location as the existing culvert with CDOT standard concrete headwalls. Utility locates indicate
 gas and water are both present at road crossing of the culvert. The potholing data was
 inconclusive as the potholer ran into cobbles and high ground water adjacent to the culvert and
 was only successful in their locates further offset from the channel. We have added notes on the
 plan to indicate contractor will be required to verify depths of existing water and gas and
 protect the utilities in place.
- Existing trees will need to be removed with the project which are adjacent to overhead utility
 facilities. We have added notes indicating the contractor will need to coordinate with utility
 owners prior to removing the trees.

Site 4: Iona Avenue Culvert Replacement

 Project consists of removing and replacing existing 18" CMP with new 18" CMP and stabilizing roadway embankment. Utility locates indicate no underground utilities are present and no impacts are anticipated with construction.

Please let us know if you have any comments or questions. We're looking forward to seeing these projects get built, plans will be going out to contractors soon.

Thanks

Nathan A. Burns, PE

Colorado Springs M.S.D. Engineering Manager



To whom it may concern:

Thank you so much for your work as First Responders. I hear your crew was at Big Pines Trailer Park in early June when my brother's body was removed from his trailer, the had been dead some time. That is such hard work-thank you for being there for him and all you serve.

Sincerely, Knistine Johnson



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, September 3, 2019

Routine activities continuing

- Forms updates
- Payroll
- Accounts payable
- Agenda packet preparation
- Meeting management
- Legal notices and postings

UPDATES

We, thanks to Trustee Stevens, have an actual business Printer/Copier/Scanner that can print in color and scan and print 11 x 17 documents! Our IT people were here earlier on Tuesday to help us add it to our network. We have one new Public Works maintenance person working part time, Mason, and may be losing another, AJ, due to the start of the school year. We are still in search of road crew.

We have a new office assistant, Melissa, who will be helping us on an as needed basis. It has been wonderful to have her start.

The pool will be winterized by the middle of September.

As a trial run, the restroom on the left has been programmed to lock between 9pm and 7am. It would be nice to have verification that the coding directions worked properly.

Our PPRTA report and request for reimbursement have been submitted. We used almost our entire allotment for Road Maintenance during the summer.

<u>Unmet needs</u>

New telephones will need to be a consideration around the new year.