



Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda 10615 Green Mountain Falls Road Tuesday, February 19, 2019 7:00 p.m.

WORKSHOP: Public Input on Ordinance 2019-01, An Ordinance Repealing Article V Of Chapter 2 Of The Green Mountain Falls Municipal Code Concerning Social Security And Retirement

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 February 5, 2019
 - b. Bring into Record Bills Run February 13-14, 2019
4. NEW BUSINESS
 - a. Consideration of Resolution 2019-07, A Resolution Concerning The Issuance Of Special Events Permits By The Town Of Green Mountain Falls Board Of Trustees Acting As The Local Licensing Authority

LOCAL LICENSING AUTHORITY ACTIONS

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

RECONVENE REGULAR MEETING

- b. Update on Flood Recovery Efforts and Consideration of Design/Engineering Contract
- c. Consideration of the Green Box Arts' Application for Revocable Permit for Temporary Art Display Above Gazebo Lake
- d. Consideration of Green Box Arts' Special Events Application for Weekend at the Park event to be held July 4-6, 2019 at various locations near the Farm Stand
- e. Consideration of Resolution 2019-06, A Resolution Of The Town Of Green Mountain Falls, Colorado, Designating Authorized Signatories On Town Bank Accounts And Individuals Authorized To Conduct Online Banking On Behalf Of Town
- f. Discussion Regarding Temporary Vendor Registration and Sales Tax Collection
- g. Discussion of the Disposition of the Old Sheriff's Office at 10454 Ute Pass Ave and Old Town Hall site on 7035 Oak St

5. OLD BUSINESS

- a. Public Hearing and Final Adoption, Ordinance 2019-01, An Ordinance Repealing Article V Of Chapter 2 Of The Green Mountain Falls Municipal Code Concerning Social Security And Retirement
- b. Discussion Regarding Town Adoption Process of the Employee Handbook and other Employment Policies
- c. Discussion Regarding Procurement Policy and Trustee Liaison Roles

6. PUBLIC INPUT: 3 Minutes per speaker

7. CORRESPONDENCE

- a. Planning Commission Minutes February 12, 2019

8. REPORTS

- a. Trustees
- b. Town Manager
- c. Town Clerk
- e. Public Works

9. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
February 5, 2019 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Trustee Margaret Peterson
Trustee Tyler Stevens
Trustee Katharine Guthrie

Interim Town Manager

Jason Wells

Town Clerk

Laura Kotewa

Interim Town Clerk

Judy Egbert

Board Members Absent

Trustee Chris Quinn
Mayor Jane Newberry

Town Attorney

Not present

Public Works

Marshal's Dept.

Virgil Hodges

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

Mayor Pro Tem Stevens called the meeting to order at 7:07 p.m. The Pledge of Allegiance was recited.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Peterson made a motion, seconded by Trustee Guthrie, to accept the Agenda with the most recent version (with our Attorney edits and comments) of Ordinance 2018-12 being distributed to Board Members and available to the public. Motion passed.

3. Consent Agenda

- a. Approve Board of Trustees Meeting Minutes January 15, 2019
- b. Bring Into Record Bills Run January 29, 2019
- c. Bring Into Record New STR Application Approval

Trustee Peterson made a motion, seconded by Trustee Guthrie to accept the Consent Agenda, with the year changed to 2019 for the January 15th Minutes. Motion carried.

4. NEW BUSINESS

- a. Consideration of a Mayor Drafted Letter of Support for Colorado Springs Utilities/U.S. Forest Service Watershed Protection Project (Wildfire Mitigation)

A presentation was given by Mr. Lyle Laverty with discussion and questions from the board and citizens present at the meeting. Mr. Laverty mentioned that the community can lend support by contacting Brian Ferebee at bferebee@fs.fed.us ; please CC Lyle@thelavertygroup.com.

Trustee Peterson made a motion to approve the letter written by the Mayor to be signed and mailed. The motion was seconded by Trustee Guthrie, and passed by unanimous vote.

- b. Consideration of the Combat Veterans Motorcycle Association Chapter 3-2 Special Event Application-Pikes Peak Mission to Zero

A presentation and explanation of the proposed event was shared by Mr. Art Loureiro. An application has been submitted to the Green Box Arts Project for use of their town properties to support the event. Questions were addressed as received from both the board and the public.

Trustee Peterson made a motion, seconded by Trustee Guthrie to approve the submitted Special Event Permit Application. Motion passed.

Fees are yet to be determined, and paid according to the direction on the application form.

- c. Consideration of Acceptance of the Final 2017 Municipal Audit as presented by Kyle Logan of Logan and Associates

Since Mr. Kyle Logan was unable to attend, Mr. Jason Wells shared some information received from Mr. Logan and addressed the questions raised by the board.

Trustee Guthrie moved, Trustee Peterson seconded, that the Audit be approved. Motion carried.

- e. Introduction of Ordinance 2019-01, An Ordinance Repealing Article V Of Chapter 2 Of The Green Mountain Falls Municipal Code Concerning Social Security And Retirement

Trustee Peterson made the motion to set this matter for Public Hearing and Final Adoption at the Board's next scheduled meeting, February 19, 2019. Motion passed.

- f. Resolution 2019-05, A Resolution Of The Town Of Green Mountain Falls, Colorado, Approving And Adopting A Revised Employee Handbook

Motion was made by Trustee Guthrie, seconded by Trustee Peterson to accept all presented changes to the handbook and to approve the Resolution. Motion passed.

Direction was given to staff to add discussion items addressing board approval for both the Handbook and Procurement items to the next Board Meeting Agenda.

- g. Consideration of Approval for the Brochure and Job Description to begin the recruitment process for the Town Manager position

After relevant discussion of the selection process and posting timeframe, Trustee Peterson made a motion, seconded by Trustee Guthrie, to approve the brochure and job description. Motion passed by unanimous vote.

5. OLD BUSINESS

- a. Public Hearing and Final Adoption, Ordinance 2018-12, An Ordinance Repealing And Reenacting Article XV Of Chapter 10 Of The Green Mountain Falls Municipal Code Regarding Fire Restrictions – with requested revisions made December 28, 2018

This item of business was continued from the January 15, 2019 meeting. A Public Hearing was reconvened at 8:35pm. Ann Esch questioned the definition of a fireplace spark arrestor. There being no one further wishing to speak the hearing adjourned at 8:37pm.

Trustee Peterson made the motion, seconded by Trustee Guthrie, to Adopt Ordinance 2018-12 with the following additional changes to the revision. First, the table and accompanying text is amended to read “Gasoline operated power tools equipped with a spark arrestor” in place of “chain saws with spark arrestors”, and second, under Sec. 10-334 number (1), “A person age 18 years of age or older” in place of “A person over 18 years of age”

6. PUBLIC INPUT – 3 Minutes Per Speaker

Town citizen Judith Piazza spoke about a parking issue due to right of way placement on her property.

7. CORRESPONDENCE:

The board acknowledged the receipt of the Planning Commission and Trails Committee minutes.

8. REPORTS

- a. Trustees – There are 4-5 new members of the Chamber, with another person showing interest. Trustee Peterson is acting as Enforcement Liaison for Bronc Days.
- b. Town Manager – Touched on highlights from his submitted report.
- c. Town Clerk – Touched on highlights from her submitted report.
- d. Marshal – The Marshal shared a verbal report of items addressed in January.
- e. Public Works – Written report submitted.

9. Adjournment

Meeting adjourned at 9:37 p.m.

Jane Newberry, Mayor

Laura J. Kotewa

4:37 PM

02/13/19

Accrual Basis

Town of Green Mountain Falls
Expenses by Vendor Summary
February 13, 2019

	Feb 13, 19
4 Rivers	147.06
ADD Staff	376.53
Auto Truck Group	1,067.10 ✓
Black Hills Energy	585.97 ✓
CEBT	3,312.40 ✓
Century Link	66.51 ✓
Chris Wholey	100.00 ✓
Colorado Springs Utilities	586.22 ✓
Comcast	123.92 ✓
GovPro Consulting	1,880.00 ✓
Hoffman, Parker, Wilson & Carberry	1,267.50 ✓
LAW OFFICES OF DEBRA EILAND	55.00 ✓
Logan Simpson Design Inc.	9,409.16 ✓
Sanders Consulting, LLC	165.00 ✓
VANDERHOEF, Danny	15.50 ✓
Waste Management	185.54 ✓
Wilson & Company, Inc., Engineers & Archit	1,959.25 ✓
Woodland Hardware and Home	71.24 ✓
TOTAL	<u>21,373.90</u> 21,368.90 ✓

12:31 PM

02/14/19

Accrual Basis

Town of Green Mountain Falls
Expenses by Vendor Summary
February 14, 2019

	Feb 14, 19
FBI National Academy Associates	100.00
TOTAL	<u>100.00</u>

BOARD OF TRUSTEES AGENDA MEMO

DATE: February 15, 2019	AGENDA NO. 4.	SUBJECT: Resolution Opting for Local-Only approval for Special Events Permits
Presented by: Laura Kotewa, Town Clerk		

Recommend action:

Adopt Resolution No. 2019-07

Background:

In 2011, the Special Events Code (now known as the Colorado Liquor Code – Special Events Permits) was amended to allow Local Authorities to choose to approve/disapprove Special Events Permits on its own authority without further action by the State Liquor Licensing Authority. This came about because the State does not have an opinion about what events are desired in the numerous jurisdictions; their concern is compliance once the decision is made.

Local Authorities must take action to choose this. If no action is taken, the process remains a dual approval, and the state must also approve applications before they can be conducted.

Regulation specifies that an application is to be submitted at least 30 days prior to the event. Because of the time it takes to secure state approval, it is not possible to turn an application around in 30 days. Currently it would take about 90, with that window changing as state efficiencies ebb and flow.

Opting for the local-only approval means a better service to our customers, while removing an unnecessary level of government review into what is truly a local decision. All other standards of the application process remain in place. Additionally, once approved the Town is required to notify the State of the approval, so there is still a tracking mechanism in place. The State retains all rights to enforcement.

Issue Before the Board

Does the Board wish to adopt the proposed resolution?

Alternatives

- Adopt the Resolution as drafted.
- Adopt the Resolution with changes.
- Decline to act and continue operating under the existing dual approval process.

Conclusion

Choosing the local option provides greater customer service, enables a more timely processing, and removes some of the burden on state staff.

RESOLUTION NO. 2019 - 07

**A RESOLUTION CONCERNING THE ISSUANCE OF SPECIAL EVENTS PERMITS
BY THE TOWN OF GREEN MOUNTAIN FALLS BOARD OF TRUSTEES ACTING AS
THE LOCAL LICENSING AUTHORITY**

WHEREAS, pursuant to Article 5, Title 44, of the Colorado Revised Statutes, otherwise known as the Colorado Liquor Code – Special Events Permits allows Local Authorities to elect not to notify the State Licensing Authority to obtain the state’s approval or disapproval of an application for a Special Events Permit; and

WHEREAS, it is unclear whether the Town of Green Mountain Falls has chosen this option; and

WHEREAS, Regulation 47-1002(C) requires application to be filed with the Local Licensing Authority not less than thirty (30) days prior to the date of the event; and

WHEREAS, an application that is timely filed under this Regulation may or may not have enough time to be process through both the local and state process within the thirty days; and

WHEREAS, The Town wishes to provide the most time-efficient application processing for its customers without causing an increase to the required application deadline; and

WHEREAS, opting for the local-only approval of special events permits would ensure that applicants are served in a timely manner;

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

Section 1. Pursuant to the authority contained in CRS 44-5-107(5)(a), the Green Mountain Falls Board of Trustees, sitting as the Local Licensing Authority, elects not to notify the state licensing authority to obtain the state licensing authority’s approval or disapproval for a special events permit.

Section 2. All other requirements contained in the Colorado Liquor Code and associated Regulations remain applicable.

INTRODUCED, READ and PASSED this 19th day of February 2019.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Laura Kotewa, Town Clerk

BOARD OF TRUSTEES AGENDA MEMO

DATE: February 14, 2019 4:00pm	AGENDA NO 1 under Local Licensing Authority Actions	SUBJECT: Special Events Permit for one day liquor licensing
Presented by: Laura Kotewa, Town Clerk		

Recommend action: Potential public hearing in consideration of the Special Events Permit (license to serve beer) application submitted by the Combat Vets Motorcycle Association for the Mission to Zero Event to be held August 11, 2019.

Background: The application requirements for posting have been met on February 5, 2019. The opportunity for comments expires on Friday, February 15, 2019 at 5pm. To date, no comments have been submitted. If there are no comments are submitted, a hearing is not required. There will be an update given at the BOT meeting if any comments are submitted Friday.

There is no background check required, and the board has opportunity to consider good moral character before approval.

We are researching whether the Town of Green Mountain Falls has opted in for Town vs State Approval for such Permits. There will be an update at the Board Meeting.

Issue Before the Board: The Application for Special Events Permit.

Alternatives:

1. Approve the Permit as submitted.
2. Deny the Permit with explanation and opportunity to address concerns.
3. Deny the Permit.

Conclusion: Approval of this permit is the next step for the Combat Veterans Motorcycle Association in planning their Mission to Zero Special Event to be held on August 11, 2019 that was approved at the February 5, 2019 Board Meeting.

Application for a Special Events Permit

Departmental Use Only

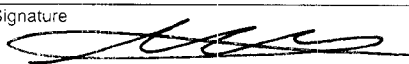
In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and One of the Following (See back for details.)

- | | | |
|------------------------------------|---|--|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge Or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input checked="" type="checkbox"/> Of A National Organization Or Society | <input type="checkbox"/> Municipality Owning Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number
2170 <input checked="" type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Combat Veterans Motorcycle Association Chapter 3-2		State Sales Tax Number (Required) 27-3582977	
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) P.O. Box 31504 Colorado Springs, CO. 80911		3. Address of Place to Have Special Event (include street, city/town and ZIP) 6990 Lake St. Green Mountain Falls, CO. 80819	
Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate Martin Van Lienden	06/12/1967	21 Audubon Dr. C.S. CO. 80910	719-649-6151
5. Event Manager Art M. Loureiro		17575 Charter Pines Drive Monument, CO. 80132	719-330-9601
6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____		7. Is premises now licensed under state liquor or beer code? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____	

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? <input type="checkbox"/> Yes <input type="checkbox"/> No				
List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date	Date	Date	Date	Date
8-11-2019				
Hours From 12:00 P.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 6:00 P.m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.		
Signature 	Title CVMA 3-2 PRO	Date 1-28-19

Report and Approval of Local Licensing Authority (City or County)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.		
THEREFORE, THIS APPLICATION IS APPROVED.		
Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY			
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ **Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.**
- ☐ **The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)**
- ☐ **An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.**
- ☐ **Check payable to the Colorado Department Of Revenue**

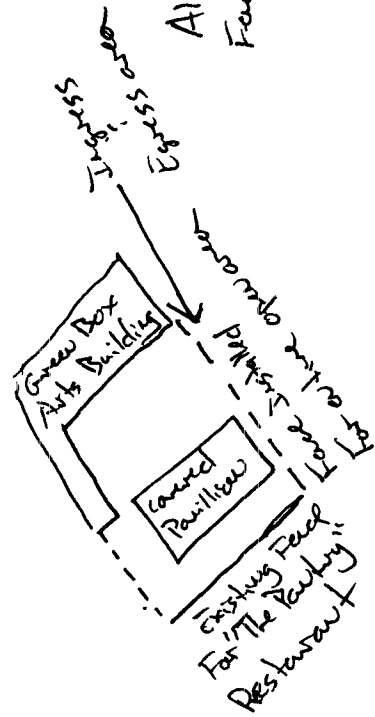
(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

Proposed Layout

All Areas Licensed within
Faced area.



AGREEMENT FOR PROFESSIONAL SERVICES

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

WHEREAS, the Town requires professional services; and

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

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

I. SCOPE OF SERVICES

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

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

II. COMMENCEMENT AND COMPLETION OF WORK

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

III. COMPENSATION

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

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

IV. PROFESSIONAL RESPONSIBILITY

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

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

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

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

V. OWNERSHIP

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

VI. INDEPENDENT CONTRACTOR

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

VII. INSURANCE

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

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

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

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

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

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

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

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

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

VIII. INDEMNIFICATION

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

IX. TERMINATION

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

X. ILLEGAL ALIENS

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

B. Prohibited Acts. Consultant shall not:

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

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

C. Verification.

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

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

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

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

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

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

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

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

XI. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

ATTEST:

Office of the Town Clerk

CONSULTANT

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

NO EMPLOYEE AFFIDAVIT

[To be completed only if Consultant does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Consultant must verify this statement through the Federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Consultant Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me _____
day of _____, 20____ by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

*[To be completed if Consultant participates in the
Department of Labor Lawful Presence Verification Program]*

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Date _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me _____
day of _____, 20____ by _____, as _____ of _____.

(S E A L)

2/15/19

BOARD OF TRUSTEES AGENDA MEMO

DATE: February 13, 2019	AGENDA NO	SUBJECT: Revocable Permit Application- Green Box Arts
Presented by: Laura Kotewa, Town Clerk/Treasurer		

Recommend action:

Consider approval Green Box Art's Revocable Permit Application.

Background:

Green Box Arts would like to host an art display from July 1 - September 2, 2019 15 feet above the Gazebo on the lake, to be open during park hours (except on Friday and Saturday to remain open until 11pm). It can be taken down during inclement weather (by Green Box staff) then reinstalled. Temporary towers may need to be installed to anchor the display, but could be installed as permanent features if it would be beneficial to the town.

To view a video clip go to: <https://www.youtube.com/watch?v=NuA0k08Luio&feature=youtu.be>

Issue Before the Board:

Does the Board wish to approve the Application for the Green Box Revocable Permit?

Alternatives

- Approve the Green Box Revocable Permit application as written
- Approve the Green Box Revocable Permit application with amendments
- Not approve the current Green Box Revocable Permit application

Conclusion

Approving the Permit Application would allow another piece of Art to draw attention to Green Mountain Falls and beautify the area.



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

**2019 Revocable Permit Application/PERMIT
EXPIRES DECEMBER 31, 2019**

Fees can be found in the current year Fee Schedule posted on our website.

☒ **NEW PERMIT** ☐ **RENEWAL**

REVOCABLE PERMIT REQUIRED FOR: Occupation of the space below the surface, upon the surface and above the surface of any public property. It shall be unlawful for any person to use or occupy such space for any purpose other than provided for in a revocable permit.

Applicant Name: Green Box Arts

Business Name: _____

Telephone: 405-760-1094 Cell # _____ Fax: _____

Address: 6990 Lake St. Zip Code 80819

List each location where public right-of-way is used: Gazebo Park

OUTDOOR SEATING (for dining) _____

PLANTERS _____

NEWSPAPER BOX _____

BENCH / CHAIRS _____

DUMPSTER _____

PICNIC TABLE _____

SIGNS/PLACARDS _____

DECKING _____

WOODEN COVERING/AWNING _____

PUBLIC ART X

OTHER (PLEASE EXPLAIN) _____

FEES: All Revocable Permits shall expire on December 31 of the year of issuance. A Revocable Permit fee, which can be found in our current year fee schedule (on the website under the Forms Tab), will be required to accompany the application. Please be advised that if the public right of way is being used in multiple locations, a fee is required for **EACH** location.

SUBMITTAL REQUIREMENTS: The Revocable Permit application and fee should be submitted to The Town of Green Mountain Falls, P.O. Box 524, 10615 Green Mountain Falls

Rd.,

Green Mountain Falls, CO 80819, ATTN: Town Clerk, in person or by regular mail. If credit card payment is preferred, you may email the application to gmftownclerk@gmail.com and follow up with a phone call to Town Hall at 719.684.9414 to process payment.

Provide include current public liability and property damage insurance policies in the name of the licensee with The Town of Green Mountain Falls also named as insured.

APPLICANT COMPLIANCE STATEMENT:

I understand that if this Revocable Permit is granted, I will be required to comply with all provisions in accordance with Chapter 18, Article III, of the Green Mountain Falls Municipal Code.



Signature of Applicant

1-17-19

Date

For office use:

Approved by: _____
Mayor, Town of Green Mountain Falls

Date: _____

Issued by: _____
Town Clerk

Date: _____



PROJECT DESCRIPTION

Janet Echelman was selected by the City of St. Petersburg, FL to design a new site-specific artwork for the city's new Pier District. Echelman's team has produced initial designs for the artwork to be cited at the Heart of Pier Park. If the city moves forward with the project, the sculpture would possibly open in the summer of 2019, around the time the new St. Pete Pier opens.

FREQUENTLY ASKED QUESTIONS

WHAT IS YOUR HISTORY IN FLORIDA, AND MORE SPECIFICALLY YOUR RELATIONSHIP TO ST. PETERSBURG? WHAT ABOUT IT INSPIRES YOU TO CREATE THE ARTWORK?

This artwork is inspired by the nearby Spa Beach, which the sculpture garden site leads directly to. The site has a rich history and visual culture related to leisure stretches back through the last century. I used historical postcards showing the Mediterranean revival architecture of the pier combined with colorful patterned beach parasols, and these patterns and palette served as a touchstone during my design process. I also looked at the marine life growing around the site, especially at the colonies of barnacles that thrive underneath the pier, which led me to combine three parasol forms into one sculpture.

My family came to Florida in the difficult pioneering days before air-conditioners, refrigerators, or even electric fans. In the 1880s, the first member of our family rived in Florida when his boat from Europe to New Orleans shipwrecked off Key West. He brought more family over and founded Rippa Brothers Cigar Factory in Key West. In 1908 my great-grandmother, her sister, and their husbands moved to the Tampa Bay area, opening a dry goods store in Ybor city on Seventh Avenue, and the Sierkese Department Store in St. Petersburg on Central Avenue in 1912. My grandmother had to drop out of high school to work in the store when her mother got sick, which makes me really appreciate the opportunities open to me. As more than seventy years passed, Sierkese shifted from luggage and ready-to-wear clothing to focus on fabrics and sewing patterns, becoming St. Petersburg's longest continuously family-run business. I was born and raised, attending

public school in the Tampa Bay area. My Mom and aunt opened five clothing boutiques called the Boulevard Shops of Florida, and I grew up picking fabric scraps off the backroom floors, mesmerized by the vibrant chiffons and silks. So I guess it should be no surprise that I'm inspired by the historic fabric colors and patterns of the parasols that adorned St Pete's Spa Beach.

COULD YOU SPEAK BRIEFLY ABOUT THE PROCESS OF CREATING THE NET SCULPTURE?

To create the sculptural form, I work with our studio architects, designers, and model-makers collaborate with an external team of aeronautical and structural engineers, computer scientists, lighting designers, landscape architects, my fabrication team, the city and its contractors to bring my initial sketches into reality. We fabricate our artworks through a combination of hand splicing and knotting together with industrial looms, and then professional riggers install on location.

WHAT ARE THE ADVANTAGES OF THE PIER PARK SITE AND WHAT DO YOU ENVISION IT WILL MEAN FOR VISITORS TO THE PIER DISTRICT?

There are two big advantages. First, the new site is becoming a fully planted garden with shaped lawn and water features, and the landscape architect is redesigning the garden to fit the shape and usage of the sculpture. Second, the new site is highly accessible (the former location at the end of Spa Beach would have required people to walk a significant distance without shade to get to the sculpture). Now you can park your car and within steps arrive at the sculpture garden. These two reasons together mean the sculpture garden can become a destination for events underneath it, like concerts and movie nights.

ARE YOUR SCULPTURES ENVIRONMENTALLY SAFE TO BIRDS AND WILDLIFE?

I get asked questions frequently about the safety of birds and wildlife with respect to my sculptures. No bird or creature has ever been harmed from one of my artworks, and I've had major public sculptures out in the environment on multiple continents since 2004, including waterfront and beach areas similar to the Spa Beach site. We have letters from various cities who own the sculptures confirming this. My work goes through a careful review in order to receive legal permits before construction begins. We consulted SW

Regional Shorebird Biologists for the Florida Fish and Wildlife Conservation Commission and provided them with in-depth information about our plans for the St. Pete pier sculpture. Below is a quote from them upon review of our design:

“Based on your decade of global experience with no reported incidences regarding bird entanglement, we do not foresee any potential impacts with this specific project at Spa Beach. The art installation’s movement, color, wide net mesh openings, and thick guide lines should suffice in reducing the risk of bird entanglements.”

WHAT IS YOUR OLDEST PERMANENT PUBLIC INSTALLATION TO DATE?

I installed a large aerial permanent sculpture titled She Changes in Porto, Portugal on a beachfront roundabout in 2004. It has become a beloved local icon for the area, and even became the Google Earth thumbnail image to represent the entire country of Portugal. I follow social media to see how the space is used today and found photos of people enjoying the space underneath it despite the fact that it’s encircled by a three-lane highway– even and there’s no crosswalk!

(<http://www.echelman.com/project/she-changes/>)

WHAT MEASURES WOULD BE TAKEN TO ENSURE THE LONGEVITY OF THE ST. PETERSBURG PIECE, GIVEN THE COASTAL CLIMATE AND POSSIBILITIES OF HURRICANES?

In creating work to be installed in climates with weather conditions like St. Pete, I’ve found that forms that are able to fluidly and gracefully adapt to changing circumstances are the most successful. They’re soft and flexible, able to let hurricane-strength winds pass through its soft mesh structure. Its strength is gained through resiliency, not brute force. That said, we use a variety of highly-engineered fibers. For example, my Ultra High Molecular Weight Polyethylene fiber is 15 times stronger than steel by weight, and is the same material NASA used to tether the Mars Rover. I also use colorfast fibers like Polytetrafluoroethylene which is 100% resistant to UV light, high temperatures, pollution, and even chemical reactions - all while retaining its full strength. It is more commonly known as either PTFE or Teflon, and is the same material that coats Astronaut’s space suits and nonstick frying pans. Our

engineers from Arup (<https://www.arup.com/>) have confirmed our Schematic Design for St. Petersburg to withstand 150+mph wind and to fully satisfy all local building code relevant to the Spa Beach site.

More information on the materials:

PTFE (<https://en.wikipedia.org/wiki/Polytetrafluoroethylene>)

UHMWPE (https://en.wikipedia.org/wiki/Ultra-high-molecular-weight_polyethylene).

WOULD THE SCULPTURE HAVE TO BE TAKEN DOWN DURING A STORM? HOW WOULD THIS BE DONE?

Our engineers for the sculpture for St. Pete have engineered a system designed to withstand hurricanes and all weather conditions for the region. Our work has withstood severe winds and storms typical of the local climate for more than a decade. The reason ice storms create a different situation is because of their significant increase in weight to the sculpture which is not the case in hurricanes. My permanent sculpture directly on the ocean front in Porto, Portugal (She Changes) is in a region that experiences cyclones and hurricanes and has been there since December, 2004.

Our design for St. Pete does not include a winch system, but as a reference, the system designed for Greensboro's winter both installs and de-installs the sculpture within approximately one hour by routine park maintenance staff.

WHAT IS THE SCULPTURE LIKE DURING DAYTIME HOURS?

In daylight, my sculpture will fluidly respond to the ever-changing weather and specifically the coastal wind, making the airflow visible in constant, billowing patterns of movement. Against a sunny sky, the netted forms will cast shadow-drawings on the ground below.

My choice for fiber color and pattern was inspired by the vibrantly-patterned beach parasols seen on historical postcards, and these colored twines can be seen against the blue sky in daytime.

HOW WILL THE SCULPTURE BE ILLUMINATED?

For all my artworks, I use sustainable low-energy LED light fixtures which are run by a

control system to modulate the changes of colored light automatically to transform the artwork at night into a floating, luminous form. Different color palettes allow me to express a desired mood and content for my sculptures as related to the context and location. Once I begin Design Development for the sculpture, the precise lighting plan will be detailed.

WHAT ARE DIMENSIONS?

In our preliminary design, the dimensions of the proposed net sculpture are approx. 260ft x 120ft, but these will likely shift slightly during the next design phase as we learn more about the site.

WHAT IS THE MAINTENANCE PLAN FOR CARE AND REPAIRS?

The suggested maintenance is very simple – it can be cleaned as needed by spraying water on the net to remove dust and residue, which will depend on rain levels, as that will also serve to clean the net. This simple maintenance would be completed by city staff.

As in all of my projects, the engineers prepare in their final documentation a protocol should the need for repair throughout its lifetime arise. Any minor maintenance repairs will be done by local professionals, and if needed, for anything beyond that we are able to provide replacement parts according to the original fabrication methods.

HOW DO YOU TAKE PUBLIC COMMENTS – BOTH NEGATIVE AND POSITIVE?

It's important to listen to local voices and I try to learn from any critical comments but I have developed an ability to stay centered in my design process, and stay true to my artistic vision.

Going as far back as 2003 with the rollout of images of my design for Porto, Portugal we had critical newspaper articles because my work had been selected over their Portuguese Pritzker Award-winning architect but since the work was installed in 2004 it has become a beloved local icon for the region. Their football stadium uses a silhouette of my sculpture for their logo, and the sculpture even became the single iconic image thumbnail on Google Earth to represent the entire country of Portugal.

In Phoenix in 2008, there was much debate and my sculpture was actually cancelled once because of it. But more than 100 people showed up to speak at City Hall and only 1 speaker was in opposition. It's worth noting that the Downtown Business Coalition came out formally in favor of the sculpture citing its role in revitalization of their downtown economy. Now it's the icon image of the city when a national newspaper like the Wall Street Journal picks an image to represent Phoenix and it has won awards from the Americans for the Arts Public Art Network and the Rudy Bruner Award for Urban Excellence, but what matters most to me is that people care about it and love it. The City Manager recently introduced me for an international conference for city managers that happened to be held in Phoenix. He started by saying that he initially opposed the project and that now he loved it and could not imagine the city without it. That meant a lot.

My Phoenix sculpture is now featured in a widely-published college art textbook, ArtForms by Prof. Patrick Frank, who writes of the sculpture that "... most Arizonans look on the work with pride: this unique visual delight will forever mark the city of Phoenix just as the Eiffel Tower marks Paris."

DO YOU FIND THAT YOUR STYLE OF ART NEEDS TO BE EXPERIENCED IN PERSON TO BE APPRECIATED AND UNDERSTOOD AS OPPOSED TO LOOKING AT IMAGES?

Yes, my work is Experiential Art. So, to be fully appreciated, a person needs to physically experience it for themselves. After my work was installed in Boston, the Boston Globe columnist wrote about it: "Spend a little time with it, and you see more. It doesn't just alter the space, and the sky above, but also the people who take it in."

Now that we live in an age of social media, I get to see the first person photos and captions that people share about my experience with my art. For example, at the Smithsonian American Art Museum's Renwick Gallery, one Instagram post said "melting with art, we become part of the exhibition." For me as an artist, the act of people experiencing the art is what completes it. For that installation, there was so much social media shared that the Washington Post featured my sculpture in an article about the phenomena, and the museum was named on Artnet's list of 'Most Instagrammed Museum'







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

Name of Event: "Weekend at the Park" 1 – Block Party 2 – Astronomy 3 – Musical Performance

Applicant/Event Coordinator: Jesse Stroope

Phone: 405-760-1094 Email: jessestroope@yahoo.com

Event Sponsors/Promoters: Events 1 – 3 Green Box

Event Location within the town: Event 1 – Farm Stand ; Event 2 – Flag Pole Park ; Event 3 –Gazebo Park

Insurance Provider: Philadelphia

Date of Proposed Event: Event 1 – July 4th, 2019; Event 2 – July 5th, 2019; Event 3 – July 6th, 2019

Start Time Event 1: 6:00 pm End Time: 10:00 pm

Start Time Event 2: 9:00 pm End Time: 10:30 pm

Start Time Event 1: 7:00 pm End Time: 8:00 pm

Event 1 Anticipated Number of Participants: 30

Anticipated Number of Spectators: 300

Event 2 Anticipated Number of Participants: 5

Anticipated Number of Spectators: 60

Event 3 Anticipated Number of Participants: 20

Anticipated Number of Spectators: 300

Detailed Description of the Event: Event 1: Musical performance at the Farm Stand. Lake street to be closed off between the Pantry property line and Creek. Event 2: Visitors invited to view the skies via telescope set up and provided by local astronomy club. Event 3: Orchestra and Brass Duo to perform on the lawn or Gazebo.

Will Amplification be used: Yes If so, what type: Audio

Would Town utilities be needed: Electric X (Event 3) Water Gas

Applicant Signature: Jesse Stroope Date: 2/15/19

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

Office use:

Event Permit Fee: Traffic Control Fee: Additional fees: Date Paid:

Date \$100.00 Deposit collected:

Special Event Permit Granted: Yes No Board Approval Date:

Date Certificate of Liability Insurance Attached:

Green Mountains Falls Town Clerk

Date

Green Mountain Falls Mayor

Date

BOARD OF TRUSTEES AGENDA MEMO

DATE: February 13, 2019	AGENDA NO	SUBJECT: Resolution 2019-06
Presented by: Laura Kotewa, Town Clerk		

Recommend action:

Consider approval of this resolution, a correction of Resolution 2019-03 requested by the bank.

Background:

After Resolution 2019-03 was passed, when we spoke with the bank to make arrangements to sign signature cards, it was recommended by the bank that there was a name that needed to be removed as a signatory.

Issue Before the Board:

Does the Board wish to approve Resolution 2019-06?

Alternatives

- Approve as written
- Approve with amendments
- Not approve the resolution

Conclusion

Approving Resolution 2019-06 would clean up the records kept at the bank, ensure the right Town members listed as signatories, and keep our records up to date.

RESOLUTION NO. 2019-06

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

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

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

Section 1. 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. Jason Wells, Interim Town Administrator
4. Laura Kotewa, Town Clerk/Treasurer

Section 2. 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. Jason Wells, Interim Town Administrator
2. Laura Kotewa, Town Clerk/Treasurer

Section 3. 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. Cameron Thorne

INTRODUCED, READ and PASSED this 19th day of February 2019.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Laura Kotewa, Town Clerk

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2019-01

AN ORDINANCE REPEALING ARTICLE V OF CHAPTER 2 OF THE GREEN MOUNTAIN FALLS MUNICIPAL CODE CONCERNING SOCIAL SECURITY AND RETIREMENT

WHEREAS, the Board of Trustees desires to remove provisions addressing social security and retirement benefits that are included in the Green Mountain Falls Municipal Code; and

WHEREAS, the Town will replace them with a policy concerning retirement benefits to be adopted by the Board of Trustees.

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

Section 1. Article V of Chapter 2 of the Green Mountain Falls Municipal Code is hereby repealed in its entirety.

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

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

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

INTRODUCED AND ORDERED PUBLISHED the 5th day of February, 2019, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the ____ day of _____, 2019.

Jane Newberry, Mayor

ATTEST:

Laura Kotewa, Town Clerk/Treasurer

Published in the Pike Peaks Courier, _____, 2019.

- **Sec. 2-86. - Appointed officers and employees, salaries.**

All appointed officers and employees of the Town shall receive such salary as shall be established by the Board of Trustees.

- **Sec. 2-87. - Personnel policy.**

The Board of Trustees shall establish and publish a personnel policy to include but not be limited to vacations, holidays, leave, jury duty, etc.

- **Sec. 2-88. - Discipline and discharge.**

An employee may be discharged or disciplined for any of the following reasons:

- | | |
|---|-----|
| Refusal or inability to follow orders. | (1) |
| Inefficiency. | (2) |
| Violation of departmental regulations, general regulations or laws. | (3) |
| Drinking on the job or working under the influence of alcohol. | (4) |
| Excessive tardiness. | (5) |
| Willful destruction of Town property. | (6) |

ARTICLE VII - Municipal Procurement Procedures^{[11](#)}

Sec. 4-121 - Definitions, exemptions.

For the purposes of this Article, the following words and phrases will be construed as defined in this Section.

- (1) *Contract* . A binding agreement between parties for the supply of goods or services at a fixed price. Services shall include both professional services and construction services awarded to contractors.
- (2) *Goods* . Any of a group of products that can be bought and sold in an economy. Supplies, materials, and equipment are included in this group.
- (3) *Procurement* . The act or process of procuring something, that is to take possession of it by action or effort, to acquire it or obtain it. Both goods and services are in this process.
- (4) *Purchase order* . A commercial document used to request an entity to provide a good or service according to terms and specifications in return for payment.
- (5) *Purchasing* . The act or process of exchanging money or its equivalent for goods or property, to buy something.
- (6) *Purchase requisition* . A formal written request for something required.
- (7) *Request for quotation* . An RFQ is a standard business process whose purpose is to invite suppliers into a bidding process to bid on specific goods or services. An RFQ typically involves more than the price per item and includes purchase requisition data along with specifications of the goods or services. This process may also be referred to as a request for proposal (RFP) or an invitation for bid (IFB).
- (8) *Sealed bid* . A document prepared and submitted in response to an RFQ and enclosed in a glued (sealed) envelope. Sealed bids will be requested to be submitted in two (2) separate envelopes: One (1) for the technical proposal and one (1) for the commercial ("bid price") quotation. Sealed bids received up to the deadline date and time at the specified location are generally opened by the appointed authority, and anyone else who wishes to be present, cataloged, and entered into the evaluation process for award.
- (9) *Single source* . This refers to the instance where a supplier receives all the business for a particular item from a buyer. The incentives here are quantity discounts, single responsibility, prompt deliveries, and the like.
- (10) *Sole source* . This refers to a situation where alternative suppliers are not available to provide exactly the same product with exactly the same specifications.
- (11) *Value analysis* . A method of evaluating the cost of a good or service with the objective of reducing the cost by changing specifications to accomplish the same function or purpose.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-122. - Organization and authority.

- (1) This Section applies to purchases and/or contracts for the procurement of goods, services, and construction entered into by the Town of Green Mountain Falls (GMF). It shall apply to every expenditure of public funds by a public agency for procurement whether it is from GMF funds or out of monies under the control of the GMF. When the procurement involves the expenditure of State or County assistance or contract funds, the procurement shall also be conducted in accordance with any applicable mandatory State or County laws and regulations, which are not reflected in this Section. Nothing in this Section shall prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest, which are otherwise consistent with law.

- (2) Under this Section, the Town Treasurer is established as the Purchasing Agent for GMF. The Purchasing Agent shall administer all procurement functions, all procurement documentation, and proper signature authority in accordance with this Section. Purchasing Agent responsibilities are covered in Section 4-125.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-123. - General procurement policies.

- (1) All procurement transactions within GMF, whether by quote, sealed bid, negotiation, or other format allowed under this Section, shall be conducted in a manner that provides maximum open and free competition.
- (2) All procurement transactions within GMF shall be managed by Purchase Order (PO), which shall be issued by the Purchasing Agent. Purchase Orders shall be issued for goods, services, and construction as further defined in Section 4-126.
- (3) A GMF PO shall not be issued to any entity in which an elected official or employee of GMF has a controlling interest.
- (4) Whenever possible, in keeping with free and open competitive procedures, GMF businesses shall be considered for and added to supplier lists.
- (5) GMF actively promotes the purchase of supplies, materials, and equipment made with recycled materials. Accordingly, recycled products should be purchased when quality and performance are not compromised and when the price of such products made with recycled materials generally does not exceed the price of non-recycled products by more than five percent (5%).
- (6) The solicitation of offers and requests for quotations or proposals sent to prospective vendors shall include a clear and accurate description of the requirements of the goods or services to be procured. The description should not contain features that unduly restrict competition. Generally a performance-type solicitation is preferred. A "brand name or equal" description may be used as a means to define the performance or other solicitation requirements of the request.
- (7) Procurement awards should only be made to qualified vendors for goods and services who possess the ability and assets to perform successfully under the terms and conditions of the proposed procurement and to provide future services to back-up warranty provisions. Vendor integrity, past performance, financial ability to perform, and references may be used as guidelines for determining vendor selection.
- (8) Goods or services for procurement shall not be subdivided for the purpose of circumventing any dollar value limitations established by this Section.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-124. - Procurement actions and limitations.

- (1) The procurement process has its origination in the annual budget approved by the BoT at the beginning of each fiscal year. The budget is made up of line items that represent each department's expected expenditures for the year, i.e., items that need to be procured, whether goods or services, to carry out each department's mission. The Department Head is responsible for developing the department budget.
- (2) Department Heads usually initiate the procurement procedure by selecting one (1) of their approved budget line items and notifying the Purchasing Agent of their intention to obtain goods or services by completing a purchase requisition (PR). The PR must contain details of the item, which may require a specification document. A PR template is shown in attachment 4-A.

- (3) Dollar value limitations for procurement actions are as follows:
- (a) If a purchase need is identified as a line item in a Department Head's approved budget and is under one thousand dollars (\$1,000.00), the Department Head can initiate purchase under his/her own discretion with completion of a PR and submittal to the Purchasing Agent.
 - (b) If a purchase need is not identified as a line item in a Department Head's approved budget and is under one thousand dollars (\$1,000.00), the Department Head must go to his Trustee Liaison to review the purchase need and place it into a budget line item or develop a new line item for the Trustee Liaison to present to the BoT for approval. Once approved, the procedure will revert to (a) above.
 - (c) If a purchase need is identified as a line item in a Department Head's approved budget and is equal to or over one thousand dollars (\$1,000.00) and less than five thousand dollars (\$5,000.00), the Department Head in consultation with the Trustee Liaison will decide when a quotation is needed from qualified vendors. Details of the quotation procedure are contained in Section 4-127. Once a vendor is selected, procurement procedure can proceed as per (a) above.
 - (d) If a purchase need is not identified as a line item in a Department Head's approved budget and is equal to or over one thousand dollars (\$1,000.00) and less than five thousand dollars (\$5,000.00), the Department Head must go to his Trustee Liaison to review the purchase need and place it into a budget line item or develop a new line item for the Trustee Liaison to present to the BoT for approval. The Department Head in consultation with the Trustee Liaison will then decide when a quotation is needed from qualified vendors. With BoT approval, receipt of quotations, and vendor selection, the procedure will revert to (a) above. Details of the quotation procedure are contained in Section 4-127.
 - (e) If a purchase need is identified as a line item in a Department Head's approved budget and is equal to or over five thousand dollars (\$5,000.00), three (3) quotations are needed from qualified vendors along with BoT's approval. Details of the quotation procedure are contained in Section 4-127. Once a vendor is selected, procurement procedure can proceed as per (a) above.
 - (f) If a purchase need is not identified as a line item in a Department Head's approved budget and is equal to or over five thousand dollars (\$5,000.00), the Department Head must go to his Trustee Liaison to review the purchase need and place it into a budget line item or develop a new line item for the Trustee Liaison to present to the BoT for approval. With BoT approval, receipt of three (3) quotations, and vendor selection, the procedure will revert to (a) above. Details of the quotation procedure are contained in Section 4-127.
- (4) Once Department Heads have completed their PR's as described above, the Purchasing Agent will issue the appropriate PO as defined in Section 4-126.
- (5) The copy of the PO that goes to the Department Head will serve as the receiving report, which must be completed by the receiving department and sent to the Purchasing Agent in order for subsequent vendor invoices to be paid. Any deviation between the description of the item in the PO and the actual item as received must be noted in the receiving report.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-125. - Purchasing Agent responsibilities.

- (1) The Purchasing Agent has the authority to purchase supplies, materials, and equipment, and contract for services and construction according to the directions and stipulations of this Section. This includes issuing approved PO's, following up with expediting actions, managing/verifying receiving reports, approving vendor invoices for payment, issuing procurement status reports, and maintaining procurement records for all transactions.

- (2) Specifically, the Purchasing Agent shall:
- (a) Have the authority to manage the purchase order system within the directions set by this Section.
 - (b) Issue PO's, RFQ's, and other procurement documents.
 - (c) Monitor the compliance of Department Heads with this Section, including the maintenance and adherence to economy, efficiency, and accountability.
 - (d) Maintain the list for proper signature authority for approval of all procurement documentation.
 - (e) Establish and maintain terms and conditions for PO's in conjunction with Town Attorney.
 - (f) Ensure that the department purchases meet all budget requirements.
 - (g) Review annually the existing blanket purchase orders to determine whether there are justifications for their renewal, and assist in obtaining monthly charge accounts with the blanket purchase order holders.
 - (h) Establish and maintain lists of qualified vendors and prepare a preferred vendors list for each RFQ.
 - (i) Document vendors who default on their quotations, misuse GMF bid lists or specifications for purposes other than intended by GMF, or fail to deliver specified goods and services. The Purchasing Agent will recommend disqualification of these vendors for receiving future RFQ's from GMF with approval by the BoT.
 - (j) Order goods and services from qualified vendors that meet the budgeted needs and specifications of the departments in a timely, economical, efficient, and ethical manner.
 - (k) Establish and maintain purchasing forms and assure that all documentation is correctly filled-out in compliance with auditing procedures and this Section.
 - (l) Secure all tax exemptions for which GMF is entitled whenever applicable.
 - (m) Assist in the gainful disposal of any surplus or scrap items.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-126. - Purchase order procedure.

- (1) The procurement process is managed by PO's issued by the Purchasing Agent. There are three (3) types of PO's:
- (a) The blanket purchase order—This purchase order is issued to a vendor where recurring purchases, of a relatively minor nature, are expected. An example of this is an auto parts store where clamps, brake pads, and light bulbs are obtained, and monthly invoices are sent for payment. A blanket purchase order is valid for one (1) fiscal year, unless sooner revoked.
 - (b) The supply purchase order—This purchase order is issued to a vendor for a one-time purchase of goods. An example of this is the purchase of batons for the Police Department.
 - (c) The contract purchase order—This purchase order is issued to a vendor for services and/or construction and is accompanied by a contract. Services, e.g., engineering or other professional services, would be obtained in this manner. Construction of facilities, e.g., a fence, would be authorized with the issuance of a contract purchase order. Details for completing the contract document are contained in Section 4-128.
- (2) Once a PR is received from a Department Head and checked for completeness by the Purchasing Agent, preparation of the appropriate PO will begin.
- (a) A PO is required for each procurement activity.

- (b) PO's will contain the budget line item number, description from the PR, and the purchase price for the item to be purchased. The Purchasing Agent will verify that the item is within budget and that funds are available to cover the purchase before issuing the PO to both the Department Head and the vendor. All vendor correspondence, including billing documents, must contain the PO number in order to be recognized by the Purchasing Agent.
 - (c) Once a PO has been completed, the Purchasing Agent will proceed to collect the necessary signatures. For PO's in the amount of five thousand dollars (\$5,000.00) or more, a BoT member will sign after BoT approval. For PO's in the amount of one thousand dollars (\$1,000.00) or more, but less than five thousand dollars (\$5,000.00), the Trustee Liaison will sign. For PO's less than one thousand dollars (\$1,000.00), only the Treasure signature is required.
 - (d) The Purchasing Agent will verify that a PO has been accepted by the vendor.
 - (e) Follow-up and expediting of a PO once issued will be shared by the Purchasing Agent and the Department Head with the Purchasing Agent taking the lead and maintaining records.
- (3) PO templates are contained in attachment 4-B.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-127. - Quotation procedure.

- (1) A quotation is required for each item to be procured, as every PO is priced.
- (2) A request for quotation (RFQ) is completed for each quotation needed. The RFQ contains information from the completed PR along with specifications and any other data that describe the item to be quoted. Further the RFQ gives instructions to vendors, e.g., due date of submitted quotation, time and place for submittal, retention of the right to reject any or all quotations, and any special requirements, and sets forth the factors to be considered in the evaluation.
- (3) As stated in Section 4-124, three (3) quotations are required for goods or services costing over five thousand dollars (\$5,000.00). Additional RFQ's may be sent as determined among the Purchasing Agent, Trustee Liaison, and Department Head.
- (4) When multiple quotations are sought, instructions to vendors will specify response by "sealed bid". Instructions for sealed bids will include date, time, and location for submittal of the envelopes, markings to be included on the envelope exterior, and any other information to the vendors.
- (5) Advertisement for quotations for goods or services shall be posted at the Town Hall and on the GMF website. For construction services that exceed five thousand dollars (\$5,000.00), advertisement will be posted in an area newspaper not more than thirty (30) days, but not less than ten (10) days, before opening of sealed bids. Advertisements shall contain:
 - (a) Description of the item to be procured.
 - (b) Location where contract documents can be picked up.
 - (c) Date, time, and location where quotations are received and opened.
 - (d) Statement that GMF reserves the right to reject any or all quotations.
 - (e) Statement setting forth requirements for bid bonds.
 - (f) Statement regarding any state requirements.
 - (g) Statement disallowing quotation withdrawal based upon computational error.
 - (h) Date, time, and location of a pre-construction walk-through.
 - (i) Requirement that all quotations are signed.
- (6) With the receipt of two (2) envelopes, as specified in Section 4-121(8), from each prospective vendor for each RFQ, the evaluation authority, which will be appointed by the BoT with at least one (1) BoT

member, will open and evaluate the technical envelopes first, and rank the vendors according to technical compliance, competence, and "best understanding" of specifications and requirements, using the evaluation factors stated in the RFQ.

- (7) After all vendors have been ranked according to their technical response, a public notice, which states date, time, and location, will be posted two (2) days before the commercial envelopes will be opened, cataloged, and matched to the corresponding technical ranking of vendors. Should best technical ranking match lowest price submitted, the winner of the RFQ will be announced, along with the Purchasing Agent instructed to proceed to prepare the PO for the good or service. Should best technical ranking and lowest price not match, the sealed bid documents will be remanded to the evaluation authority for further evaluation and recommendation.
- (8) The recommendation for the winning quotation will be based upon the proposal that is the most advantageous to GMF. Price is a factor; however, the award will not necessarily be made to the vendor offering the lowest price. When lowest price is not selected, the evaluation authority will prepare a statement of the decision points for submittal to the BoT. Further, life-cycle costs and/or value analysis may be considered by the evaluating authority in its recommendation. The Purchasing Agent will use the recommendation for preparation of the PO.
- (9) When dealing with governmental agencies, the Board of Trustees reserves the right to waive the provisions of this section by a majority vote of the Board members present.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-128. - Contracts.

- (1) The Town Attorney will provide the format and language for the contracts and will approve all contracts.
- (2) Contracts will primarily be developed for construction services; however, they may be used for other services.
- (3) All contracts once approved will be attached to a PO for issue to the vendor/contractor, in order to take advantage of established accounting and management procedures.
- (4) Several types of contracts can be employed to obtain services:
 - (a) Fixed price/fixed rate price.
 - (b) Cost plus fixed fee.
 - (c) Cost reimbursable.
 - (d) Performance based.
- (5) Primary clauses of a contract specify the description of the services to be performed, the contract term or period, and method of compensation/payment. Other clauses may address the following: Performance of services, insurance, bonds, warranty, intellectual property, termination, reports, indemnity, liability, arbitration, etc.
- (6) Certain stipulations may be unacceptable in contract clauses:
 - (a) Other laws than those of Colorado used in interpretation and execution.
 - (b) Requirement to hold third parties harmless.
 - (c) Impose penalties on late payments.
 - (d) Requirements for pre-payments.
 - (e) Limit the liability of the vendor/contractor.
 - (f) Provide for binding arbitration of disputes outside Colorado.

- (7) Bid bonds may be required in the response from the vendors/contractors. The bid bond guarantees that bidder will execute a contract with GMF at the bid price upon award to the vendor/contractor. Other bonds, e.g., a performance bond, may be considered by the Town Attorney.
- (8) When dealing with governmental agencies, the Board of Trustees reserves the right to waive the provisions of this Section by a majority vote of the Board members present.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-129. - Emergency procurement.

- (1) The Department Head will declare a state of an emergency, which requires immediate procurement of goods or services. In this case, the provisions of this Article requiring competitive bidding and other stipulations shall be waived.
- (2) An emergency is defined as:
 - (a) Needs that could not have been anticipated under an approved, effective departmental procurement plan.
 - (b) Needs that endanger lives or property, or affect the health and safety of the public, or threaten the continuation of vital services to the public.
 - (c) Needs that result from failure to plan departmental purchases do not constitute an emergency.
- (3) Every effort will be made to place the emergency procurement with an established vendor.
- (4) In the event of an emergency procurement, the Department Head is required to immediately submit to the Purchasing Agent an explanation for the declaration of an emergency and the required purchase documentation.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Sec. 4-130. - Surplus property disposal.

- (1) Goods that are candidates to be declared "surplus" shall be declared by the Department Head in consultation with the Trustee Liaison.
- (2) The Purchasing Agent shall be notified of any goods that are declared surplus.
- (3) Goods determined to be of surplus nature, i.e., those items deemed of no further use to GMF and/or are obsolete, worn out, or scrapped, shall be subject to disposal in the following manner:
 - (a) Prior to sale or disposal of goods and equipment no longer of use to a department, the Department Head shall notify the Purchasing Agent of the availability of the surplus item. The item shall be offered to other GMF departments prior to sale or disposal.
 - (b) An item with a fair market value of less than five hundred dollars (\$500.00) shall be disposed of at the discretion of the Department Head with best negotiated sale price.
 - (c) An item with a fair market value of more than five hundred dollars (\$500.00) and less than five thousand dollars (\$5,000.00) at the time of disposal, as established by the Department Head, shall be disposed of with the approval of the Trustee Liaison with the best negotiated price.
 - (d) An item with a fair market value in excess of five thousand dollars (\$5,000.00) at the time of disposal, as established by the Department Head, shall receive at least two (2) bids for review with the Trustee Liaison before disposal by approved means.
 - (e) Any item with a fair market value of more than ten thousand dollars (\$10,000.00), and any real property or interest in real property, must be approved as surplus and thereafter disposed of as determined by the BoT.

(4) Monies received from the sale of surplus goods shall be placed into a "general income" account for distribution by BoT approval.

(Ord. No. 10-6-2015B, § 1, 10-6-2015)

Secs. 4-131—4-150. - Reserved.

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION MEETING
Tuesday, February 12, 2019 – 6:30 P.M.**

MEETING MINUTES

PC Members Present

Chairman Eric Caldwell
Vice Chairman Dick Bratton
Commissioner Rocco Blasi
Commissioner Nathan Scott

PC Members Absent

Mayor Jane Newberry
Commissioner Gregory Williamson

Secretary

Katharine Guthrie

1. Call to Order/Roll Call

Chairman Eric Caldwell called the meeting to order at 6:34 pm.

2. Additions, Deletions, or Corrections to the Agenda

M/S: Vice Chairman Bratton/Chairman Caldwell

Motion: Move to approve the agenda as amended (addition of 5d regarding the migration to electronic packets).

Vote: Motion carried. All yea.

3. Approve Minutes of January 22, 2019

M/S: Vice Chairman Bratton/Chairman Caldwell

Motion: Move to approve minutes as submitted following the correction of the spelling of Commissioner Williamson's name.

Vote: Motion carried. All yea.

4. Public Input

None

5. New Business

a. Plan review—2 Carsell Way/New Fire Station—Construction Drawings

M/S: Chair Eric Caldwell/Vice Chair Dick Bratton

Motion: Move to approve plans as submitted.

Vote: Motion carried. All yea.

Resolution: Plans stamped and plans to be scanned

b. Plan Review—11150 Belvedere-Deck-Greg Williamson

M/S: Chair Caldwell/Rocco Blasi

Motion: Move to approve the plan as submitted with the condition that appropriate fees are paid.

Vote: Motion carried. All yea.

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Resolution: Plans stamped. To collect appropriate fees, Town clerk will mail Plan Review forms to Mike Correu, Project Manager.

c. Rezone—Town Hall Parcel from B to P-F Recommended to Town Board—Vice Chair Bratton

Town Attorney to be consulted to see if town code and zoning change can be done concurrently.

M/S: Chair Caldwell/Rocco Blasi

Motion: Table item until the next PC meeting.

Vote: Motion carried. 3:1 Blasi, Caldwell, Scott—yea. Bratton—no.

d. Migration to electronic packets for the Planning Commission
Commission approve the transition.

6. Old Business

a. Consideration of Approval of Frequently Asked Questions having been assigned to Chair Caldwell.

Feedback—additional questions to be included, additional definitions, and standardized terminology for clarity. A matrix for projects, permits, variances, and plan reviews that includes Regional Building and Green Mountain Falls requirements.

b. Consideration of Approval of Plan Review Checklist (Old “Green Sheet”) having been assigned to Vice Chair Dick Bratton

To be addressed at the next PC meeting

c. Consideration of Approval of Request for PC Review Form having been prepared by Vice Chair Dick Bratton

To be finalized by administrative staff

d. Discussion of revision to Sec 16-705 Architectural Review-(c)(1) Materials
“Corrugated metal, plastic, and fiberglass are prohibited” having been assigned to Commissioner Williamson

To be addressed when Commissioner Williamson is present.

7. Comp Plan

a. Progress Report

No discussion

b. Comp Plan—Review new draft of Base Map

No discussion

c. Discuss Tiny Homes/Small Houses/Park Model Houses—Chair Caldwell

“How do we define affordable housing?” to be addressed at the next PC meeting.

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8. Adjourn

Adjourned at 7:26 pm

Eric Caldwell-Chairman

ATTEST:

Katharine Guthrie-Secretary



Town of Green Mountain Falls

Memorandum

To: Mayor and Board of Trustees
From: Jason S. Wells, Interim Town Manager
Re: Management Report
Date: February 19, 2019

1) Flood Response

a) Outside Funding Eligibility/Disaster Declaration

i) Outside Funding Sources

(1) Department of Local Affairs – \$139,730 awarded to address below project needs

(a) 50% local match decreased to 25% upon request due to proof of financial hardship

(b) Executed Grant Contract Delivered on 12/14; Now Active

(2) NRCS Emergency Watershed Protection Program

(a) Damage Survey Report (DSR) Completed – estimated \$400K (appx.) in channel stabilization needs

(b) Private property eligibility

(c) 25% local match required – Appx. \$100K

(d) No Effect on NRCS Due to Fed Shut-Down; Announcement on Funding Likely Imminent

(e) NEPA Review Partially Completed

(i) Biological Clearance Granted on 1/30

(ii) Cultural Review Pending

(iii) Announcement on Funding Likely Imminent

b) Priority Projects

i) Midland Culvert Replacement - \$51,715

(1) Next Steps – Design/Permitting/Construction Bid Solicitation – Awaiting Wilson & Co. proposal

ii) Maple St. Bridge Repair - \$35,184 – Due to Condition, Outreach to County to Possibility Utilize On-Call List

iii) Olathe/Belvidere Sediment Removal - \$26,413

(1) Possible Coordination w/ Belvidere Ave Resurfacing Project in Spring

iv) El Paso Trail Road Rehabilitation - \$40,711

v) Iona Ave Culvert Replacement - \$32,282

2) Departmental Info

a) Town Clerk

i) See included comprehensive report

ii) Items of Mutual Clerk/Mgr. Interest

(1) Event Management Processes

(2) Planning/Land Use-Related Processes

b) Marshall's Office

i) Verbal report to be provided

ii) General Guidance re: Future of Old Marshal's Office Building

c) Public Works

i) Parks

Management Report

January 27, 2017

- (1) Water Service – CSU Regulatory Compliance/Backflow Preventers ** On Hold Due to Staffing/Funding
 - (2) Restrooms – 2019 Capital Reserve Priority
- ii) Road Maintenance
 - (1) Outsourcing - Culvert Clean-Outs; Olathe Ave Pilot Project
 - (2) Implementation of Defined Zone-Based Maintenance Protocols
 - (3) Researching Outsource Options for Culvert Clean-Outs
- iii) Belvidere Ave Improvement Project – deferred to spring, 2019 per County decision
- iv) Lake/Park Improvements
 - (1) Preparing Hiring Process for Seasonal Assistance (April-Sept)
 - (2) Memorial Park Bench Policy?
- d) Pool
 - i) Need to Establish Supervisory Role, Perhaps Via Student Internships (Laura)
- e) Planning/Land Use
 - i) Revocable Permit Audit?
 - ii) Clarification of Application Requirements, Mandated Processes, Fees, Etc.
 - (1) Plan Review
 - (a) Grading Plans
 - (b) Site/Development Plans
 - (c) Architectural Design/Building Plans
 - (d) Others?
 - (2) Revocable Permits
 - (3) Grading Permits/Erosion Control Plans
 - (4) Fence/Shed Permits
 - iii) New Fire Station Construction
 - (1) Required Code Approvals
 - (a) Grading Permit
 - (b) Site Review
 - (c) Erosion Control Plan Review
 - iv) Establishment of Staff Planning Function
 - (1) Americorps VISTA Program
 - (a) Project Description Now Available [Here](#)
 - (b) Applications Beginning to Arrive
 - (2) Possible PPACG Technical Assistance Via Mini-Grant Award
 - v) Short-Term Rental Operations – Implementation of New Licensing Structure
 - vi) Economic Development
 - (a) Fiber Optics/Broadband
 - (b) Follow Through on EPC Enterprise Zone Designation - ** On Hold
 - vii) Request to Elevate Portion of Iona Rd.
 - (1) Referred to Planning Commission for Initial Consideration
- f) Human Resources
 - i) Employee Handbook Adoption/Revision Process – see separate agenda item
 - ii) Town Clerk Coordination w/ Town Manager on Comprehensive Job Description Revisions
 - iii) Recruitment Process for Town Manager Position – See Separate Agenda Item

Management Report

January 27, 2017

- iv) Needed Personnel Policies (in addition to recently-adopted Employee Handbook)
 - (1) Compensation policies – GovPro Assisting
 - (2) Cell phone stipend policy
 - (3) Vehicle use policy
- v) Volunteer Utilization Policies Needed - ** On Hold
- g) Finance
 - (1) Vendor Permitting – See Separate Agenda Item
- h) Information Technology
 - i) Website
 - (1) Site Content Being Constantly Increased/Managed
 - (a) New Citizen Concern Reporting Mechanism Now Operational
 - ii) Hardware assessment/capital planning/desktop support
 - (1) Priority Hardware/Services Procured w/ Remaining 2018 Budget Allowances
 - (2) Coordinating with Consultant on Meeting Other Priority Needs with 2019 Budget Allocation
 - (3) Negotiating with Desktop Support/Data Back-Up Entity
- 3) Grants
 - a) Q4 Requests for Reimbursement Are Due
 - i) DoLA Town Manager Grant - \$56,161.62 remaining as of Oct. 1 (of original \$125K award)
 - ii) Comp Plan Update Grant –
 - (1) DoLA Grant - \$34,977.50 remaining as of Oct. 1 (of original \$50K award)
 - (2) HGMFF – Reimbursement Requests for remaining 50 percent submitted; progress report needed
 - b) Kirkpatrick Foundation Sidewalk Replacement Grant
 - c) Fishing is Fun Automated Lake Valve Grant - 2/13 Discussion w/ State Wildlife Contact
 - d) CDBG - Lake Access Grant - \$7,500 – ADA Fishing Pier – Meeting with EPC Staff on 2/1
 - i) Notice to Proceed Issued on 9/5
 - ii) Project Management/Grant Administration Needs
- 4) Intergovernmental
 - a) El Paso County – Disaster Recovery Plan participation 1/30 meeting
 - b) Pike’s Peak Area Council of Governments
 - i) DoLA Mini-Grant for GIS Needs
 - c) Colorado Springs Utilities
 - i) Coordination w/ Utility Regarding Street Light Billing
 - (1) Public Input
 - (2) Field Inventory
 - d) Green Mountain Falls/Chipita Park Fire Department
 - i) Input on Fire Restriction Stages – See separate ordinance
- 5) Insurance Administration
 - a) CIRSA
 - i) Claims
 - (1) June 24th Hail Damage
 - (a) Adjuster Estimate - \$41,899 (\$33,269 received less depreciation)
 - (b) Solicitation of Quotes from Multiple Roofing Companies Completed
 - (c) Next Steps

Management Report

January 27, 2017

- (i) Coordinate with CIRSA on Quotes
 - (ii) Execute Contract with Preferred Roofer
 - (iii) Work to Commence in Spring
- 6) Emergency Management
 - a) Coordination w/ CUSP re: Fire Mitigation Efforts Underway
- 7) Legal
 - a) Established/Required Rezoning Process – Town Hall Rezone Needed
 - b) Vendor Permitting – Guidance Needed
 - c) Discontinuance of Incorporation – District Court Position re: Petition Review
 - d) Franchise Agreements/Assets Affixed to Abandoned Utility Poles
 - i) CenturyLink – Established Contact with Director of Regulatory and Government Affairs Toward Resolution



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Laura J. Kotewa Town Clerk
Re: Town Clerk Report
Date: February 19, 2019

Routine activities continuing

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

Training

I have begun some other-than-internal training. My first, on Feb. 7th, was an orientation with Employer's Council. PPCC will be stopping in soon to do town training needs assessment since we have a great starting point in offering so many new positions. There is a training called Bring Your A Game to Work that is particularly interesting, and would be great for our lifeguards in particular as they enter the work world.

IT

Springs IT has been here to make an assessment and to install software that will allow them the ability to gain access to our equipment to make updates. We have a completed contract ready for signature to start paying our monthly service fee. Conversation is ongoing regarding our servers, and what other alternatives we may have to replacing them or using a cloud based server, including using Office 365 which would give staff a place for storage and Microsoft product access, and afford staff and the Board domain-based named email addresses.

Process Improvement

Work continues on a new Chart of Accounts and 2018 year end closing as we get our final requests for reimbursements and tax income entered.

We have pool information gathered for our former management team to go over and make whatever changes are deemed necessary in preparation for hiring a Lead Pool Attendant, and several other pool attendants. We are hoping to have a cash register this year, along with required shift end reports.

In an attempt to cut some unessential expenses, we have contacted Century Link to disconnect services for the time of the year the pool is not in use. This will save the Town \$50-70 per month during

the pool off season, and we can reconnect service with the same number each year during pool season.

Planning Commission support

The part time Planning Technician posting has been uploaded to the Town Website.

Unmet needs

- Purchase of a new Printer

The Town of Green Mountain Falls Monthly Maintenance Report

January 2019

To the BOT, Staff and Citizens of GMF

Public Works:

- 1st – Snow Removal Operations and Sanding
- 2nd – Sanded steeps and slippery roadways, repaired snow chains, vehicle maintenance
- 3rd – CDL Testing, Danny sick,
- 4th – Road Assessments (Icy), Sanded Belvidere and all steep roadways, plowed slush, Town Hall trash, plowed slush and sanded after afternoon melt.
- 7th – Time sheets and attached activity log, Road assessment, Turned in invoices and time sheets/log, Sun State for calendars, December monthly maintenance report
- 8th – Road Assessment, Fuel'd up equipment, Preventative maintenance on the skid/roller/grader, Graded Hondo (seg 1&2) and Foster, Rolled Hondo (seg 1&2) and Foster
- 9th – Graded Hondo (seg 3&4), Rolled Hondo (seg 3&4), Graded and rolled E. El Paso Ave.
- 10th – Vehicle Maintenance, took down Christmas lights and garland off the bridge/gazebo/land office, Snow prep
- 11th – Snow Removal Operations and Sanding
- 12th – Snow Removal Operations and Sanding
- 13th – Snow Removal Operations and Sanding
- 14th – Road assessments, measurements and blueprints for new town hall storage room shelves, Ordered Diesel and gas from Chief Petroleum
- 15th – Road assessments (slippery areas), Received Land Office/GMF Contract
- 16th – Bear trash/restrooms check, picked up and organized shop, Received fuel order, Town Hall, Shop paperwork/invoices
- 17th – Worked on Sander, Town Hall Christmas lights, Packed and put town hall's Christmas deco away, vehicle maintenance

18th – Woodland Hardware for town hall building maintenance supplies, Snow Removal, sanding icy and slippery roadways, Vehicle Maintenance, Tire chains repair, Sanded and plowed slush

21st – Holiday!

22nd – Snow Removal Operations and Sanding

23rd – Snow Removal Operations and Sanding

24th – Road assessment, shop trash, serviced sanders, office paperwork

25th – Office paperwork and organized office, tire chain repairs, picked up shop, washed work trucks, road assessments

28th – Snow Removal Operations and Sanding

29th – Road Assessments, Auto Truck, Began January's Maint Report, picked up shop, town hall trash, cleaned and moped town hall restrooms

30th – Vehicle maintenance, installed new ram on large plow, Bear trash and Lake park checks

31st – Road assessments, organized and picked up shop, washed work trucks, moved barricades, moved sediment and large boulder from on the hill behind shop.

Maintenance Report:

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