



Town of Green Mountain Falls

Regular Board of Trustees Meeting Agenda

P.O. Box 524; 10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

Tuesday, May 18, 2021 at 7:00 p.m.

Online Meeting ONLY**

Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/89745270506?pwd=YmZic0MwZmpoclVvU0RPa0RITWpKQT09>

Meeting ID: 897 4527 0506

Passcode: 455258

To make a **public comment** please **pre-register** by 4pm on the day of the meeting via email: clerk@gmfco.us

REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
7:00	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:00	3.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
7:05	4.	CONSENT AGENDA a. BOT Meeting Minutes from 5/4/2021 and 5/6/2021	BOT Action Desired
7:05	5.	Executive Session: Pursuant to C.R.S § 24-6-402(e) for The Purpose of Matters That May be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators - Town Manager Contract	Discussion
7:20	6.	Wayfinding Signage Proposal, Presented by Jesse Stroope	BOT Action Desired
7:45	7.	Trailhead/Welcome Center Proposal, Presented by Jesse Stroope	BOT Action Desired
8:10	8.	Trail Map Proposal, Presented by Jesse Stroope	BOT Action Desired
8:30	9.	Managed Parking a. Managed Parking Staff Memo b. Interstate Parking Presentation c. Public Comment, Questions, & Answers Segment d. Consideration of Ordinance No. 2021-05 an Ordinance of the Board of Trustees of the Town of Green Mountain Falls adding a New article XV to the Green Mountain Falls Municipal Code Authorizing Special Code Enforcement of Town Parking Rules e. Parking Management Agreement	BOT Action Desired
9:00	10.	CUSP Request for Letter of Support & Grant Matching Funds	BOT Action Desired
9:10	11.	CORRESPONDENCE a. PRT Meeting Minutes from 4/28 b. Tyler Stevens reappointment letter from El Paso County	Information Only
9:10	12.	REPORTS a. Trustee Reports b. Committee Reports c. Staff Reports	Information Only
9:15	13.	ADJOURN	

*Please note: Times are approximate.

**The Town shall provide reasonable accommodation for those with disabilities on a case-by-case basis. Please send accommodation requests to clerk@gmfco.us by 4pm on the date of the meeting.

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
May 4, 2020 – 7:00 P.M.
MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Chris Quinn
Trustee Dyani Loo

Board Members Absent

Trustee Katharine Guthrie

Town Attorney

Not present

Town Manager

Angie Sprang

Public Works

Not present

Town Clerk

Matt Gordon

Marshal's Dept.

Virgil Hodges

Administrative Assistant

Not present

Planning Director

Julia Simmons

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

Mayor Newberry called the meeting to order at 7:00 pm. The Pledge of Allegiance was recited.

2. Additions, Deletions, or Corrections to the Agenda

Mayor Newberry moved to approve the agenda as presented. Seconded by Trustee Loo. Motion passed unanimously.

3. Persons Not Present on the Agenda

(3 minutes given per speaker)

Resident Langenberg shared public comment. Resident Blasi shared public comment. Resident Bowers shared public comment. Resident Mathews shared public comment. Resident Douglas shared public comment. Resident Piazza shared public comment. Resident Dixon shared public comment. Resident Stevens shared public comment. Resident Morealez shared public comment.

4. Consent Agenda

Mayor Newberry moved to approve the Consent Agenda. Seconded by Trustee Peterson. Motion passed unanimously.

5. Police Officer Oath of Office

Mayor Newberry completed the Oath of Office for Police Officer Sandro Odzelli.

6. Managed Parking

Town Manager Sprang shared a summary of a memo she put together addressing the Managed Parking Plan and process. A Managed Parking Presentation was then presented by Gareth Lloyd and Jessica Hindmarch from Interstate Parking.

Trustee Peterson moved continued the Managed Parking agenda item to the next BOT meeting. Seconded by Trustee Quinn. Motion passed unanimously.

7. Correspondence

8. Reports

Trustee's Loo, Quinn, and Peterson provided short Board Reports. FMC Chair David Douglas provided a detailed update of work being done by the FMC.

Town Manager Sprang and Town Clerk/Treasurer Gordon provided short staff reports.

9. ADJOURNMENT

Mayor Newberry adjourned the meeting at 9:14 PM.

Matt Gordon, Town Clerk/Treasurer

Jane Newberry, Town Mayor

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
May 6, 2020 – 7:00 P.M.
MEETING MINUTES

Board Members Present

Trustee Margaret Peterson
Trustee Katharine Guthrie
Trustee Dyani Loo

Town Manager

Angie Sprang

Town Clerk

Matt Gordon

Administrative Assistant

Not present

Board Members Absent

Trustee Chris Quinn
Mayor Jane Newberry

Town Attorney

Not present

Public Works

Not present

Marshal's Dept.

Virgil Hodges

Planning Director

Julia Simmons

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

Trustee Peterson called the meeting to order at 7:11pm. The pledge was recited.

2. Additions, Deletions, or Corrections to the Agenda

3. Persons Not Present on the Agenda

(3 minutes given per speaker)

4. Consideration of a Special Event Permit Application for Trout Unlimited and Ute Pass Elementary School

Town Clerk/Treasurer Gordon provided a short presentation regarding the Special Event permit application.

Trustee Loo moved to approve the Special Event permit. Seconded by Trustee Guthrie. Motion passed unanimously.

5. Annual CIRSA Training

Sam Light, General Counsel presented the Annual CIRSA Training for the BOT and all Advisory Boards.

6. ADJOURNMENT

Trustee Peterson adjourned the meeting at 9:11 PM.

Matt Gordon, Town Clerk/Treasurer

Jane Newberry, Town Mayor

Wayfinding Signage Taskforce Recommendations and Budget

1. Install Wayfinding Signage Towers in described locations, each with a series of signage tiles for direction to community assets. These towers have been designed to be cohesive with most of the existing town signage.
2. Repair, repaint and replace existing town signage.
3. Increase the number of hiking trail markers and directional signs leading to trail heads.
4. Propose that all illegally posted signage be removed to eliminate sign pollution.



Exhibit A Wayfinding Signage Towers



Each post will 8 to 10 feet tall, dependent on final design. 12" square Douglas Fir beams.

Steel Collars will protect from rotting at the base.

The shape of a different animal will be engraved at the top of each post.

A color legend has been designed to dictate specific colors for different features
Signage Tiles will be 12"x12" With a few exceptions.

This modular system is flexible with signage tiles easy to replace, rearrange or change out. Tiles will be less than \$20 to replace.

List of engravings:

Butterfly, Deer, Hummingbird, Mountain Lion, Bear, Turkey, Fox, Raccoon, Chipmunk, Elk, Geese, Moose

LEGEND



Trails and Recreation

- Trails
- Parks
- Pool
- Tennis
- Lake



Parking

Parking



Business

Business District



Town

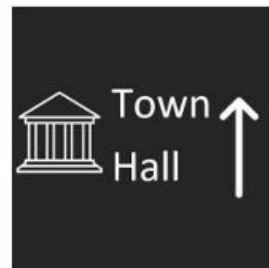
- Town Hall
- Restrooms



Public Safety

- Public Safety
- Evacuation Route
- Street Name

TILES



Location Map



Tower locations are shown in proposed locations.

Signs located at neighborhood entrances will discourage visitors from driving into the neighborhoods.

GMF Signage

The following signs were observed on April 22/23, 2021 with the conditions stated for each.

1. Downtown Trailhead sign:
Condition: poor. Paint needed.



\$300 to paint and replace "Trailhead"

2. Sign at the Playground at the Lake
Condition: good, some painting/staining may be required



3. Gazebo Sign
Condition: Poor. Etched background is badly worn, some rotting on trim, painting needed. Cluttered with other signage.



What is the status of the lake project. Does this sign need to stay.
\$750 to repair sign #3 or \$1250 or consider if \$ remains

4. Lake Street Sign

Condition: mixed. "Lake St", and "Pantry restaurant" need to be re-done.

\$300



5. Ute Pass Avenue Sign

Condition: good



6. Eastern side Welcome Sign

Condition: Poor, tree trimming needed



Tree trimming
\$1000 to replace

7. Eastern Side Lake Sign

Condition: Poor, cluttered with other signage



8. Western Side Welcome Sign

Condition: good, but may need painting



\$300 to repaint

9. GMF Altitude Sign

Condition: Good, but tree trimming needed

Request for tree trimming



10. Memorial Sign

Condition: Frame needs painting



11. Swimming Pool Sign

Condition: Poor. Painting needed; trim rotted



Touch up memorial sign paint

Replace and update language if necessary. \$1200

12. Old Town Hall Sign

Condition: Very Poor; painting and significant rot



- 12. Replace at \$1000 as historical marker, possibly re-orient
- 13. Example of sign pollution

13. ATM Sign

Condition: Good, but where is the ATM? (it's actually inside the Blue Moose)



Restroom
Remove clutter and replace with approved signage
\$240



Backing is loose, metal posts are rusting and trim could be stained or painted ranch red.

\$300 refurbish

Pool Park Virtual Trail Head Discussion

Thursday, May 13, 2021

11:03 AM

Summary of PRT recommendations for the Virtual Trail Head Discussion

1. Establish a VTH in Pool Park to serve as a hub for Trails Ambassadors and Information regarding GMF. This could easily grow to information beyond just the trails. Rather than calling this a virtual trail head, we suggest calling it Green Mountain Falls Welcome Station.
2. Relocate the Trail Head from Lake Street to the location in Exhibit A.
3. Update the Trail Head with a trail map and trail information such as seen in Exhibit B.
4. Have restrooms open in the Pool building open to the public during peak hours.
5. Reconfigure approximately 300 lf of parking from parallel parking to diagonal parking as shown in Exhibit C.

Exhibit A

- A. Rework parking area at the corner of Maple Street as shown.
- B. Locate Trail Head as shown.
- C. Relocate underutilized bear proof trash cans near tennis court to location shown.

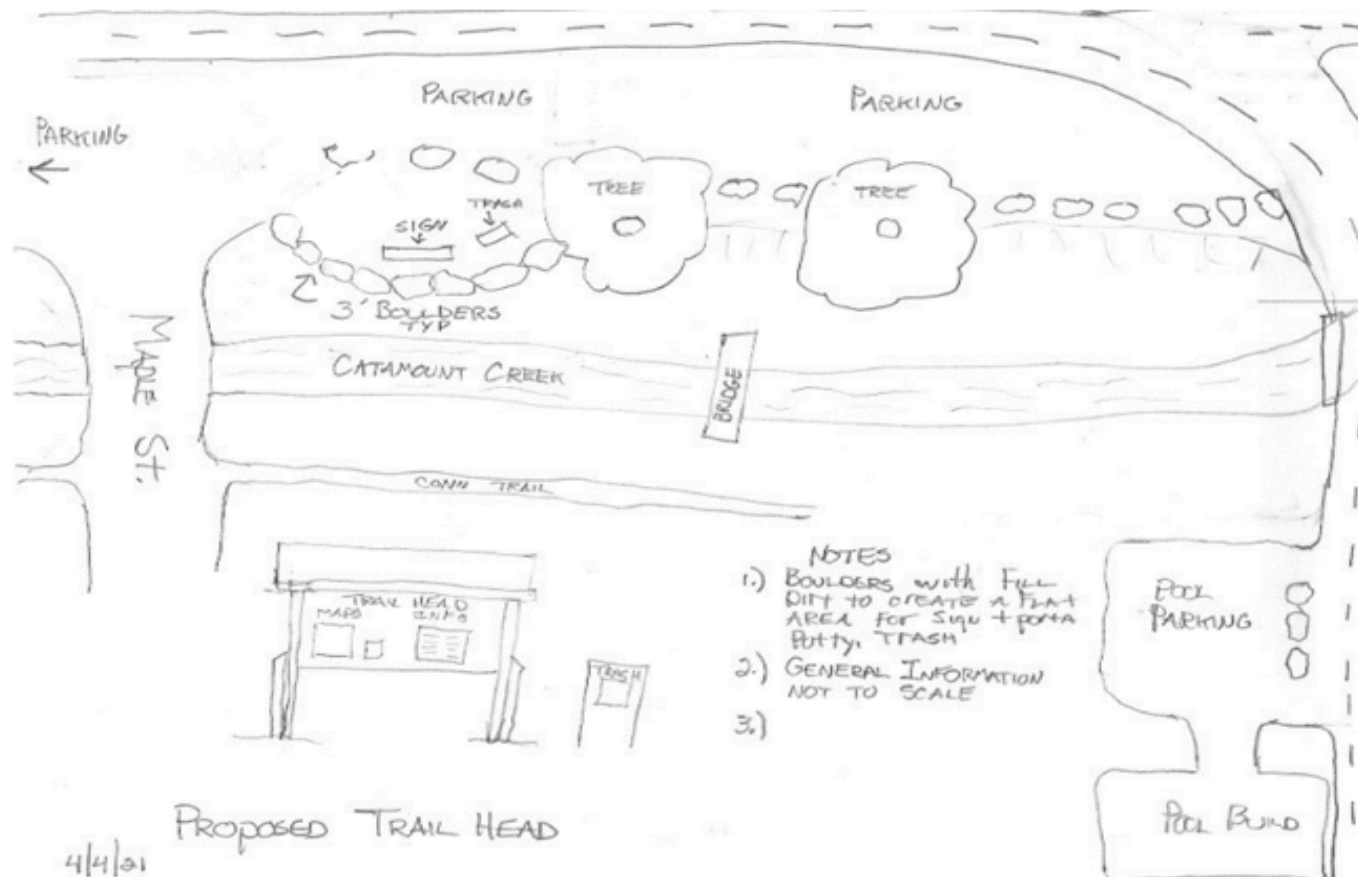
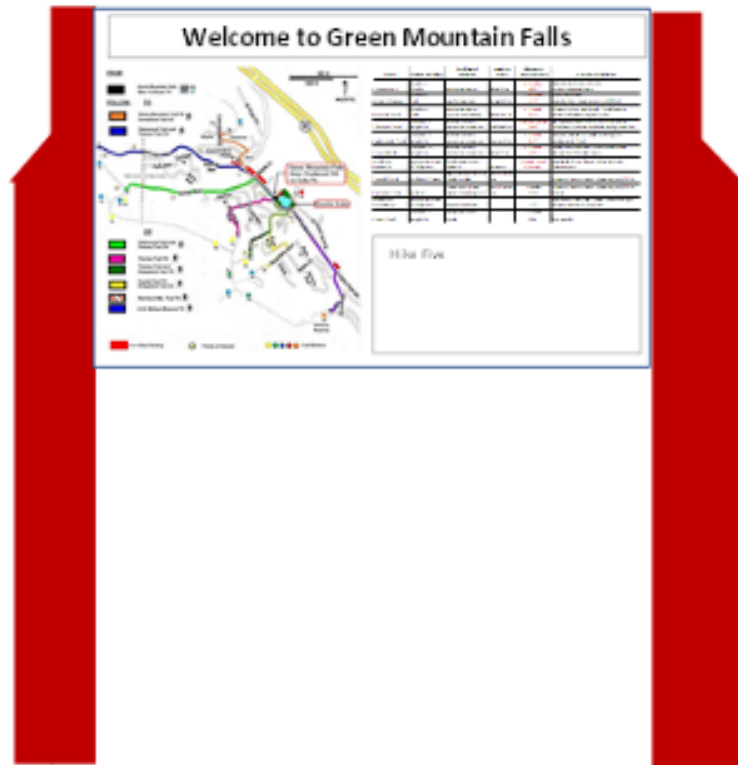


Exhibit B

- A. Relocate and Update trailhead from Lake Street with funding from Wayfinding Signage and Signage Project.

Schematic drawing of Proposed Trail Sign at Maple Street Parking area



Note:

Suggest that text be covered by Plexiglass screen to protect against rain

Plexiglass cover can be unscrewed to allow Trail Summary to be updated periodically

Trails	Marker Color	Round Trip Distance Vertical Gain
American Discovery	ADT Logo	Out and Back
Bratton Trail	Blue w/ B	1.7 mile 500'
Catamount Falls	Blue Dot	6.1 miles 1900'
Conn Trail	No marker	0.2 mile Flat
Crystal Falls	Blue Dot	1.7 mile 1120'
Dewey -- Bratton Loop	Purple / Blue	Pending
Kirkpatrick Trail	Green Dot	1.5 mile 240'
Mount Dewey	Purple Dot	0.85 mile 570'
Pittman Trail	Not Posted Yet	1.6mile 300'
Thomas Trail	Yellow Dot	2.6 Mile (loop) 360'
Turrell Trail	Not Posted Yet	
Wallace Reserve	Various	2 miles total Various

Be Respectful

Stay on the marked trails.
Pack out trash and dog waste.

Be Prepared

Bring water and sunscreen.
Wear layers and proper shoes for hiking.

Be Informed

Be knowledgeable of trail difficulty and conditions.
Check the weather.

Be Courteous

Keep residential roads passable for vehicles.
Keep dogs on a leash.

Be Appreciative

Participate in the quiet of the woods.
Observe wildlife from afar.

Exhibit C

- A. Relocate split rail fence approximately 8ft east as shown by yellow line below which would allow diagonal parking.
- B. Install parking stops to encourage proper parking. Increase parking from approx 10 to 22



Wednesday, May 12, 2021 3:59 PM

Wednesday, May 12, 2021 3:59 PM



Trails	Marker Color	Round Trip Distance Vertical Gain
American Discovery	ADT Logo	Out and Back
Bratton Trail	Blue w/ B	1.7 mile 500'
Catamount Falls	Blue Dot	6.1 miles 1900'
Conn Trail	No marker	0.2 mile Flat
Crystal Falls	Blue Dot	1.7 mile 1120'
Dewey -- Bratton Loop	Purple / Blue	Pending
Kirkpatrick Trail	Green Dot	1.5 mile 240'
Mount Dewey	Purple Dot	0.85 mile 570'
Pittman Trail	Not Posted Yet	1.6mile 300'
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Be Respectful

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Check the weather.

Be Courteous

Keep residential roads passable for vehicles.
Keep dogs on a leash.

Be Appreciative

Participate in the quiet of the woods.
Observe wildlife from afar.

To be added:

Town Logo and website

Telephone number to report issues

Emergency Information: 911



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

10516 Green Mountain Falls Road
PO Box 524
Green Mountain Falls, CO 80819
www.gmfco.us

To: GMF Board of Trustees
From: Angie Sprang, Town Manager
Date: 18 May 2021
Re: Managed Parking

Background/Discussion

The Town of Green Mountain Falls has a long-standing reputation as one of the most delightful spots in the Rocky Mountains. Located eight miles west of Manitou Springs, the Town is known for its small-town mountain charm, scenic backdrop, and access to the world class outdoor recreational opportunities that abound throughout the region.

In 1887, W.J. Foster bought the Valley the Town sits in and built a summer resort in the area for tourists. Soon thereafter, the Colorado Midland Railway came through the valley and began bringing a steady stream of tourists seeking to explore the scenic beauty of the American West to the Town. In those days, a ten-cent ride bought an opportunity to spend a holiday in the Town's Hotel and Cottages, enjoying the cool mountain breezes while taking in the verdant countryside.

While the Colorado Midland stopped bringing visitors to Town in 1923 the reputation of Green Mountain Falls as a destination for tourists to soak in the picturesque beauty of the Rocky Mountains has persisted. Thousands of annual visitors come to experience the Town's amenities- the restaurants and shops, burgeoning art community, beautiful Lake and historic gazebo, and access to an extensive and beautiful Trail System.

During the high tourism season in the summer, the Town's approximately 250 public parking spaces have been filled to capacity with increasing regularity by users of the Town's trail system, and traffic congestion has increased as visitors circulate, looking for somewhere to park. Illegal parking in the Town Right of Way and on private property has become an increasing concern, and the Town has struggled with the increased burden on trash and public restroom facilities. This has also created a burden for Business Owners, as it has become increasingly difficult to find nearby parking on heavily congested days, causing would be customers to leave in search of other opportunities.

In the summer of 2020, these issues reached a flash point when the "Safer in the Great Outdoors" public health order went into effect. Under this order, individuals were encouraged to stay home as much as possible but were also encouraged to enjoy parks and open space while following social distancing guidelines. The previous issues that the Town had been experienced related to visitor traffic were instantly compounded with thousands of additional visitors looking to enjoy all the amenities that Green Mountain Falls has to offer.

In summer 2020, the pro bono services of Jon Cain, Consultant, were secured to conduct a Parking and Signage study resulting in the attached [Town of Green Mountain Falls 2021 Parking and Signage Study](#).

The Town along with the Consultant, engaged in extensive community outreach to gather Community input for the [Town of Green Mountain Falls 2021 Parking and Signage Study](#). A mailer requesting Public input was sent to every P.O. Box in Town, a Community Engagement Survey was open for 6 weeks to gather input from the Public. Community Forums were held to both inform the Community regarding options to manage our GMF Parking challenges together, answer questions, and gather Public Comments from the Community. The following is an outline of the project steps and timeline:

1. Initial meeting between Town Staff and Consultant (8.1.2020)
2. Letter to Initial Stakeholder Group (8.20.2020)
3. 1:1 Interview Process with Stakeholders (8.20.2020 – 9.25.2020)
4. Stakeholder Workshop (9.26.2020)
5. GOCO Resilient Communities Trails Grant Application (10.8.2020)
6. Community Mail Notice of Forum & Survey (12.5.2020)
7. Community Forum and BOT Presentation (12.15.2020)
8. Community Survey (12.5.2020-1.19.2021)
9. 1:1 Interviews with Survey Respondents (12.5.2020-Present)
10. Participant Engagement (12.5.2020-Present)
11. Trails Committee Meeting Presentation (1.25.2021)
12. Data Analysis (1.20.2020-2.01.2020)
13. Draft Plan Development & Alternative Policy Analysis (2.01.2020-2.10.2020)
14. 2nd Community Forum & Presentation and Recommendations to the BOT (2.16.2021)
15. Final Report (3.2.2021)
16. Request for Managed Parking Proposals (3.2021)
17. Review of Proposals & Contract Negotiation Stage (4.2021)
18. Staff Recommendations, Contract, and Project Rollout Presentation to the BOT (5.4.2021)
19. Program Rollout (Anticipated 5.2021)

On Tuesday, February 16, 2021, the Town Board of Trustees approved the managed parking recommendations of the Consultant. On Tuesday, March 2, 2021 the Town Board of Trustees discussed and addressed each of the “next steps” recommendations of the Consultant and collected community input on a draft/sample contract. The Town Board of Trustees requested that Town Staff collect Proposals for Managed Parking in Green Mountain Falls and negotiate a contract with a vendor selection that most closely meets the needs of our Town. All input from the Community, Consultant, and BOT was considered during the contract negotiation phase of the project.

Executive Summary of the Parking Management Agreement:

- Revenues 50/50 split – Interstate agreed to a 50/50 split, down from an initially proposed 70/30 split
- Two-year term (24-months)
- Town has final say on rates and hours of operation per section Four and Eight
- Insurance Certificate covered by Interstate will include \$2,000,000 Excess Liability Coverage of \$5,000,000 for the Town
- Interstate is responsible for all operating expenses and capex as stipulated in Exhibit A and B
 - outlined branding and "ParkGreenMountainFalls.com" all subject to Town approval in Exhibit C

In addition, Interstate Parking can get the Town’s tailored Managed Parking program completely up and running two weeks from signing/contract execution. With the proposed plan, Interstate Parking will be investing close to \$200k up front in kiosks, signage, LPR technologies, a vehicle, etc.

Like all our Municipal Operations, our goal is to create a win/win partnership between GMF and Interstate for years to come given the extent of up-front investment and staff’s long-term belief in the benefits Managed Parking will bring to our wonderful community.

On May 4, 2021 the Town Board of Trustees continued this item pending deliverables from Interstate parking. Included in this packet is a follow up presentation from Interstate and a Community Q & A segment will follow.

Per the request of the Town Board of Trustees attached you will find items continued from the May 4, 2021 Town Board of Trustees meeting: (1) Parking Management Agreement, and (2) Ordinance No. 2021-05 an Ordinance of

the Board of Trustees of the Town of Green Mountain Falls adding a New article XV to the Green Mountain Falls Municipal Code Authorizing Special Code Enforcement of Town Parking Rules. These documents have been negotiated between the parties, and their respective attorneys. Attached are the final drafts. The presentation this evening is not a public contract negotiation, as that has already been done between the parties and attorneys but is rather a presentation of what to expect during project roll out should the Board of Trustees approve execution of the final draft Managed Parking Agreement and Ordinance 2021-05 this evening.

On May 13, 2021 Town Staff and Interstate parking met with members of the downtown business core to work with them on any questions and concerns and ensure ALL of their needs will be met by this program. Our meeting with our downtown business core went extraordinarily well. The biggest take away was the understanding that the program is flexible, tailored to meet the needs of the community, and as such was carefully and thoughtfully designed to support the community and improve the quality of life in GMF for our residents, NOT hurt it. People who are utilizing our resources that do not pay into our infrastructure tax base will be paying into our system by way of parking fees, with this program. GMF loves having a popular trail system and is open and inviting to visitors, we want to stay that way, and be able to manage the traffic in a way that makes our town, its natural resources, and its operations sustainable for many years to enjoy!

If Ordinance No. 2021-05 and the Parking Management Agreement are approved by the Town Board of Trustees this evening, next steps will be: (1) Town Staff will send out a Press Release, (2) a letter to the Community will be mailed to every P.O. Box in town, (3) Town Staff will arrange a community meeting at the Sally Bush Center for a presentation and community Q & A, (4) installation of parking management equipment.

Recommendations/Conclusion

Town Staff recommends the following motion:

I move to approve the Parking Management Agreement, and Ordinance No. 2021-05 an Ordinance of the Board of Trustees of the Town of Green Mountain Falls adding a New article XV to the Green Mountain Falls Municipal Code Authorizing Special Code Enforcement of Town Parking Rules, as presented in this evening's packet.

Town Staff would like to thank the Board of Trustees and the entire Community for participating in this project by providing input over these last ten (10) months, and for the opportunity to work on this project.

Respectfully Submitted,
Angie Sprang
Town Manager

PARK GREEN MOUNTAIN FALLS

INTERSTATE PARKING OF COLORADO

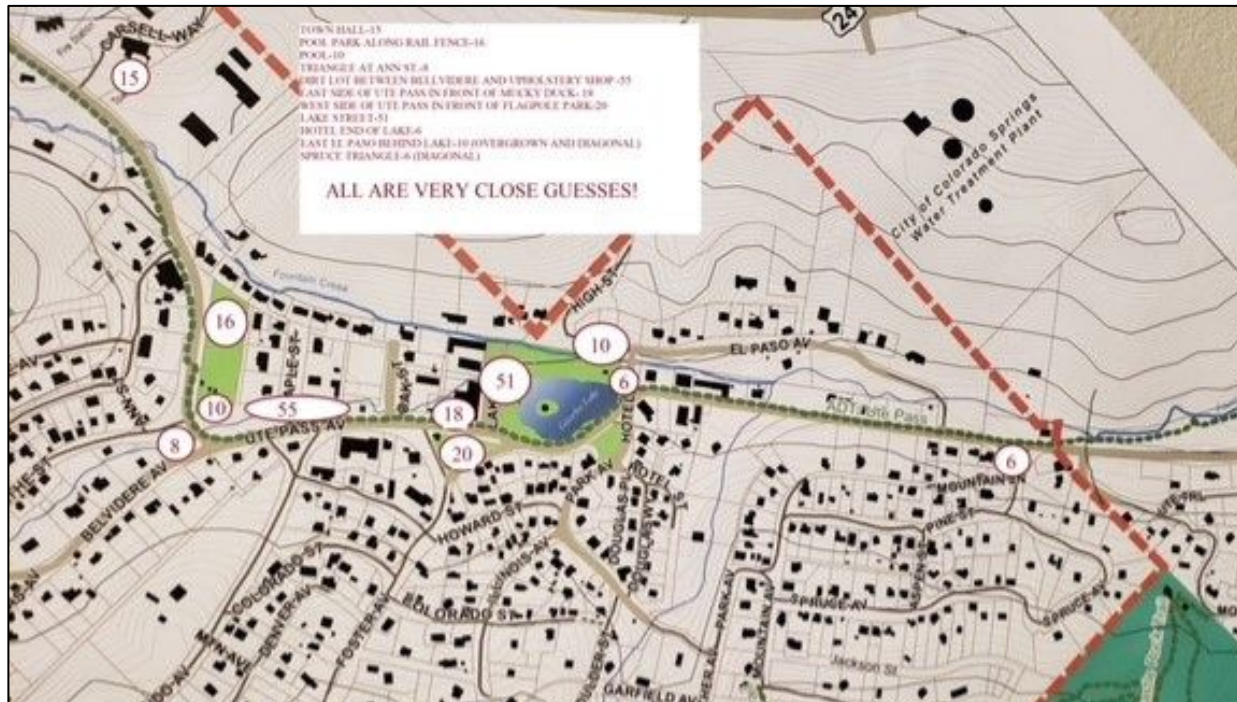
WE ARE COMMITTED TO CREATING A PARKING PROGRAM
FOR LOCALS:

- ❖ FREE TWO HOUR PARKING
- ❖ FREE RESIDENT AND EMPLOYEE PARKING
- ❖ FREE 15 MIN ZONES FOR PICKUP AND DROP OFF
- ❖ FREE PARKING FOR RESTAURANT WAIT LISTS




Green Mountain Falls
Colorado






PARK GREEN MOUNTAIN FALLS



COMMENT FORM



HAVE A GREAT DAY AND THANK YOU
FOR PARKING WITH US!

WE ARE A LOCALLY OWNED SMALL BUSINESS. OUR
 AMBASSADORS WILL BE AVAILABLE VIA A LOCAL PHONE
 NUMBER DURING OPERATING HOURS TO MEET THE NEEDS
 OF LOCALS

**TAP N EXPLORE QR CODE, GREEN SOLAR POWERED KIOSKS,
GREAT LOCAL PEOPLE , AND A MOBILITY WEBSITE BUILT FOR YOU**


PARK GREEN MOUNTAIN FALLS

SCAN FOR TRAIL MAP



TAP N EXPLORE
FIRST TWO HOURS FREE


PARKGREENMOUNTAINFALLS.COM



PARK GREEN MOUNTAIN FALLS

HOME **TAP N EXPLORE** PERMITS PAY PARKING FAQ MORE

PURCHASE NOW
Click here to purchase contactless parking online.



SAFER BY CAR

OUR GOAL IS TO GENERATE REVENUE FROM RECREATIONALISTS FOR THE TOWN TO RE-INVEST IN PROJECTS THAT IMPROVE QUALITY OF LIFE IN YOUR COMMUNITY

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2021-05

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GREEN MOUNTAIN FALLS ADDING A NEW ARTICLE XV TO THE GREEN MOUNTAIN FALLS MUNICIPAL CODE AUTHORIZING SPECIAL CODE ENFORCEMENT OF TOWN PARKING RULES

WHEREAS, the Board of Trustees desires to expand their authorize specific persons to issue summonses and complaints for violations of Town parking regulations, provided that such individuals shall have no authority to detain or arrest individuals or impound property;

WHEREAS, the Board of Trustees finds and determines that this Ordinance is authorized under the Colorado Municipal Court Rules of Procedure ("MCRP");

WHEREAS, MCRP Rule 204(b)(3) provides that "[a] summons and complaint may be issued by a peace officer ";

WHEREAS, MCRP Rule 203(d) defines a "peace officer" to be "a duly appointed law enforcement officer of the state of Colorado or any political subdivision thereof, authorized by the constitution, statutes, charter, or ordinances to enforce municipal charter and ordinance violations";

WHEREAS, the definition of "peace officer" in the MCRP is determinative of who may serve as a peace officer for purposes of serving municipal summonses and complaints under MCRP Rule 204(b)(3), and the definition of "peace officer" in Title 16 and other Colorado state statutes is not relevant to the issue of who may service municipal summonses and complaints under the MCRP;

WHEREAS, this Ordinance is consistent with the MCRP, because it is enacted by the Board of Trustees of the Town of Green Mountain Falls, which is a political subdivision of the state of Colorado, and it authorizes special code enforcement officers of the Town to enforce municipal ordinance violations;

WHEREAS, it is the intent of the Board of Trustees that this Ordinance authorize special code enforcement officers of the Town to issue summonses and citations for violations of the Town's parking regulations.

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

Section 1. A new Article XV of the Town of Green Mountain Falls Municipal Code is hereby added to read as follows:

ARTICLE XV – SPECIAL PARKING CODE ENFORCEMENT OFFICERS

Sec. 2-310. – Creation.

There is created the position of special code enforcement officer. All special code enforcement officers shall be hired or designated as a special code enforcement officer by the Town Manager, and may be employees, agents or independent contractors (or employees thereof) of the Town. Such special code enforcement officers may be hired on a temporary or permanent basis, and may work full- or part-time hours.

Sec. 2-311 – Authority.

(a) Special code enforcement officers shall have the authority to enforce all parking regulations set forth in this the Town of Green Mountain Falls Municipal Code, including without limitation, the parking regulations set forth in the Model Traffic Code adopted by the Town in Chapter 10.04.

(b) Special code enforcement officers may issue Municipal Court summonses and complaints for violations of the Code provisions they are authorized to enforce pursuant to subsection (a) hereof; provided that special code enforcement officers shall have no authority to detain or arrest individuals, or impound property.

Section 2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one, or part, or parts be declared unconstitutional or invalid.

Section 3. Safety. The Board of Trustees finds that the adoption of this Ordinance is necessary for the protection of the public health, safety and welfare.

Section 4. Effective Date. This Ordinance shall become effective 30 days after publication.

ADOPTED AND ORDERED PUBLISHED the 4th day of May, 2021, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819.

Jane Newberry, Mayor

ATTEST:

Matt Gordon, Town Clerk/Treasurer

Published in the Pike Peaks Courier, _____ 2021.

PARKING MANAGEMENT AGREEMENT

Town of Green Mountain Falls

This PARKING MANAGEMENT AGREEMENT is made and entered into this 4th day of May 2021 by and between INTERSTATE PARKING COMPANY OF COLORADO LLC, a Colorado limited liability company (hereinafter called "Interstate") and the Town of Green Mountain Falls, Colorado, a Colorado statutory Town (hereinafter called "Town").

WHEREAS, the Town owns or manages approximately 250 parking spaces in the Town (herein called the "Parking Facilities"),

WHEREAS, the Town desires to engage Interstate to manage the Parking Facilities, and Interstate desires to manage the Parking Facilities;

NOW, THEREFORE, The Town and Interstate agree as follows:

1. Engagement:

1.1 The Town hereby engages Interstate, and Interstate hereby accepts engagement by the Town, to manage and maintain the Parking Facilities in a first-class manner in accordance with the terms and conditions hereinafter set forth. Interstate shall carry out the Town's policies and execute directives pertaining to parking facility management in matters not specifically provided for herein, including, without limitation, parking rates, labor schedules, number of residential/employee parkers, terms and conditions of daily and residential/employee parking, and parking arrangements for employees of the Town.

2. Term and Termination:

2.1 The initial term of this Agreement shall be for twenty-four (24) months, from May 4th, 2021 (the "Commencement Date") to April 30th, 2023, unless terminated earlier as may be permitted in this Agreement (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be extended for any number of additional one (1) year terms (individually, a "Renewal Term") unless either party notifies the other in writing at least thirty (30) days prior to the expiration of the Initial Term or a Renewal Term that the party does not want the term to renew, and then the Agreement shall end at the end of the current Term. Where used in this Agreement, "Term" shall include the Initial Term and any Renewal Term(s). Each twelve (12) consecutive month period beginning on the first day of May and continuing through the last day of the following April during the term of this Agreement shall be referred to as an "Operating Year."

2.2 Either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail or email and that party has not corrected said failure within thirty (30) days, or within such additional time as is reasonably necessary, of its receipt of written notice. In the event of such termination, this Agreement shall terminate immediately, and all compensation and other fees shall be paid through the termination date.

3. Management Fee

3.1 As compensation for the services rendered by Interstate, the Town will pay Interstate a monthly management fee equal to 50% of the Net Revenue, as that term is hereinafter defined (the "Management Fee"). The Management Fee shall be calculated and paid monthly. At the end of each Operating Year (April, 2022 and 2023) or an earlier Termination Date, Interstate shall calculate the Management Fee for the respective period and "true up" the Management Fee by either paying to the Town any excess amount paid during the prior period or collecting from the Town any amounts earned but not paid in the prior period.

3.3 On or before the 15th day of each month, Interstate will give the Town a statement with statistics and analysis for the preceding calendar month setting out the Net Revenue and Management Fee for such month in a format approved by the Town (the "Statement"). The Town will receive 50% of net revenue from Interstate for the preceding calendar month with the statement on the 15th of the month.

3.4 In this Agreement:

- (a) "Gross Revenue" means all revenue, whether hourly, daily or residential, collected by Interstate in connection with the operation of the Parking Facilities.
- (b) "Transaction Fees" means all transaction fees charged by a credit or debit card processing institution for processing payments of Gross Revenue by a credit card and third-party advance reservation sales commissions such as those charged by the Tap N Explore qr code programmers for each usage of Park Green Mountain Tap N Explore. For clarity, the customer is charged a 20 cent convenience fee per transaction for each Tap N Explore qr code transaction that is a direct flow through to the company that creates the qr code for providing the service.
- (c) "Operating Expenses" means those expenses paid by Interstate without reimbursement from the Town and listed in Exhibit A. All other costs in connection with the Parking Facility, including, but not limited to snow removal, capital maintenance of the Parking Facilities, lighting, line painting, litter removal, asphalt repairs, and grading for the Parking Facilities, are specifically excluded from the definition of Operating Expenses and shall be paid directly by the Town. Interstate acknowledges and agrees that the Town will be maintaining the Parking Facilities in generally their current condition, but will not be paving the Parking Facilities, painting parking spaces, or providing additional lighting. Although the Town may do so in the future, the Town's failure to do so shall not be a breach of this Agreement.
- (d) "Taxes" means all transaction value, ad valorem, sales and use taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Parking Facilities.
- (e) "Net Revenue" means Gross Revenue minus Transaction Fees and Taxes.

(f) "Balance of Revenue" means Net Revenue minus Management Fee.

3.5 All Taxes, if any, separately stated as required by law, shall be collected by Interstate from customers and transmitted to the taxing authority as required.

3.6 If this Agreement commences on any date other than the first of the month, then the parties shall adjust all revenues, expenses, deposits and accounts receivable as of midnight the evening before the Commencement Date.

4. Staff and Complaints:

4.1 Interstate shall employ at the Parking Facilities a sufficient number of honest, competent and courteous personnel capable of managing and maintaining Parking Facilities in accordance with the terms and conditions hereof such that the Parking Facilities shall be operated in a first-class manner similar to other first-class parking facilities of similar type in the area. Personnel shall be screened by Interstate before hiring and shall be employed, disciplined, discharged, promoted and directed in the performance of their duties by Interstate, including in accordance with OSHA regulations. All personnel providing services hereunder shall be and remain, at all times, employees of Interstate and shall not be considered the employees or agents of the Town for any purpose. Interstate shall provide all necessary executive and supervisory personnel who are not stationed at the Parking Facilities but are required for the proper management of the Parking Facilities.

4.2 The number of persons employed at the Parking Facilities shall be satisfactory to the Town and shall be increased or decreased as required by the Town. All personnel shall wear neat and clean uniforms provided by Interstate as approved by the Town. Interstate shall negotiate and obtain any necessary labor agreement. The Town shall have the right to require the removal of any employee from the Parking Facilities whose conduct shall not reasonably satisfy the Town.

4.4 Interstate agrees to handle and record in a prompt and courteous manner all complaints by patrons of the Parking Facilities pursuant to a protocol to be agreed upon by Interstate and the Town.

5. Compliance with Laws: Interstate shall comply with all federal, state and municipal laws, ordinances and regulations pertaining to the Parking Facilities or the business conducted therein by Interstate including, without limitation, laws relating to equal opportunity employment and federal, state and municipal tax withholding laws. Any reasonable expense incurred by Interstate by reason of this section shall be included as Operating Expenses.

6. Hours of Operation: Subject to such laws as may be applicable to the Parking Facilities, the Parking Facilities will be open for business during the hours established by the Town, which the Town may alter from time-to-time. Upon commencement of this Agreement and subject to modification by the Town at its discretion, the Parking Facilities shall be open for business between the hours of 9 a.m. to 5 p.m. during each day.

7. Maintenance:

7.1 Interstate shall maintain the Parking Facilities operating equipment in working order, including but not limited to those items listed in Exhibit B: Interstate's license plate recognition technology, Interstate's vehicles and revenue control system, tap n explore qr code signage, online violation payment solution, resident and employee permits technology, applicable signage, hand helds, printers all of which shall be Operating Expenses. Interstate will consult with the Town on maintenance obligations in a timely and economical manner.

7.2 The Town shall maintain the Parking Facilities in a clean, neat, orderly and sanitary condition, free of dirt, garbage, rubbish and other refuse and free of objectionable odors, all in a manner comparable to other parking facilities.

7.3 The Town agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facilities in accordance with applicable municipal ordinances. The Town shall also be responsible for all Parking Facilities repairs of a structural or capital nature, including, but not limited to: electrical, plumbing, pavement repair, painting of the parking stall lines, replacement of all mercury or sodium lighting tubes and ballasts, repairs to surface of the Parking Facilities including sinkholes and potholes. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities, or other similar governmental requirements shall be the sole responsibility of the Town. It is agreed that any actions, costs, claims, losses, expenses, and/or damages allegedly resulting from design or structural faults or defects shall be submitted by the Town to its insurance carrier for evaluation.

7.4. Interstate agrees to pay for all instructional signage recommended and agreed upon with the Town for the Parking Facilities. The signage will be branded as the Town requires, and the Town and Interstate agree to work together to secure all governmental approvals and permits required for such signage per Exhibit C.

8. Gross Revenue, Cash Deposits and Disbursements and Controls: Interstate shall install and maintain a system of internal controls covering income and expenses.

- (i) Gross Revenue: Interstate shall install and maintain an accurate and efficient accounting system for Gross Revenue of the Parking Facilities. All records pertaining to Gross Revenue including, without limitation, residential parking records, coupon and validation sales and redemption records, daily reports and deposit slips shall be available for examination and audit to the Town and its authorized representatives upon fifteen (15) days written notice by the Town to Interstate.
- (ii) Disbursements: Interstate shall install and maintain at its main office in an accurate and efficient accounting system for disbursements of the Parking Facilities. Such system shall evidence all monies disbursed by Interstate with respect to the management of the Parking Facilities. All records pertaining to disbursements shall be maintained by Interstate, but shall be available to the Town and its authorized representatives for examination and audit upon fifteen (15) days written notice by the Town to Interstate.

- (iii) Pricing: The Town shall provide parking pricing by location to Interstate no later than sixty (60) days in advance of each season during the Term. Interstate is responsible for updating pricing in the kiosks and all other point of sale locations including but not limited to online sales and mobile applications. The Town reserves the right to adjust pricing at any time provided the Town communicates such changes to Interstate in writing with at least thirty (30) days advance written notice. Notwithstanding, if the Town elects to reduce pricing that results in a material reduction in Gross Revenue, the Town and Interstate agree to negotiate in good faith an adjustment to the Management Fee such that the parties share equally in any reduction in Gross Revenue caused by such price reduction.

9. Equipment. The Town and Interstate acknowledge and agree that Interstate will install, maintain, and when necessary, remove at the Parking Facilities the equipment set forth on Exhibit B (hereinafter, the “Equipment”) at Interstate’s expense.

10. Insurance:

10.1 Interstate shall obtain and maintain the following types of insurance in not less than the indicated amounts in companies authorized to do business in the state where the Parking Facilities are located:

- (i) Interstate shall obtain and maintain, with respect to all persons employed by it at or for the Parking Facilities, Worker's Compensation Insurance as follows:
- | | |
|-----------------------|-------------|
| Part A: | Statutory |
| Part B- Each accident | \$1,000,000 |
- (ii) Interstate shall obtain and maintain commercial general liability (CGL) (including bodily injury and property damage) insurance and shall include the Town as an additional insured, in the amount of \$1,000,000 combined single limit each occurrence, \$2,000,000 aggregate.
- (iii) Interstate shall obtain and maintain automobile liability insurance and shall include the Town as an additional insured, in the amount of \$1,000,000 combined single limit each occurrence, \$2,000,000 aggregate.
- (iv) Interstate shall obtain and maintain excess liability insurance over the CGL, GKLL and Employer’s Liability coverages and shall include the Town as an additional insured in the amount of \$5,000,000.
- (v) Interstate shall obtain and maintain crime insurance on all its employees as follows:
- | | |
|--|-------------|
| Employee Dishonesty: | \$100,000 |
| Theft, Disappearance, Destruction (Money, Securities – Inside) | : \$100,000 |
| Theft, Disappearance, Destruction (Money, Securities – Outside): | \$100,000 |
| The Town’s Property: | \$100,000 |

10.2 Certificates evidencing such insurance, and naming the Town as an additional insured with

respect to Interstate's operations, shall be furnished by Interstate within five (5) days of the Effective Date and Interstate must provide an updated certificate evidencing insurance at the commencement of each Operating Year. Premiums with respect to the policies which Interstate must obtain shall be paid by Interstate.

11. Indemnities:

11.1 Interstate shall, at its own cost and expense, defend, indemnify and hold the Town, its parent, subsidiaries, and affiliated and related companies, and each of their officers, directors, shareholders, employees, trustees and agents against and with respect to any and all claims, proceedings, complaints, investigations, demands, causes of action, interest, penalties, damages, liabilities, losses, costs and expenses, arising out of, based upon or relating or pertaining to claims made by third parties and attributable to the negligence or willful misconduct of Interstate or any of its agents, servants or employees, including, without limitation, property damage and injury or death to any person.

11.2 *[Intentionally omitted]*

11.3 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.4 The indemnities in this Section shall survive the expiration or earlier termination of this Agreement.

12. Security: The Town expressly acknowledges that Interstate's obligations in connection with the management, operation and promotion of the Parking Facilities, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Facilities. Interstate does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Interstate's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The Town will determine, at the Town's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facilities.

13. Meetings: The Town shall appoint an individual to serve as liaison with Interstate for the purpose of reviewing all matters under this Agreement. As requested by either the Town or Interstate, at a mutually agreeable time and place, the Town's and Interstate's representatives shall meet to carry out these purposes.

14. Permits and Licenses: Interstate shall apply for and secure, in its own name, all municipal permits and licenses required for the Parking Facilities and carry out the responsibility under all

such permits and licenses to the public and to the agencies having jurisdiction. Any expenses incurred by Interstate in discharging its responsibilities under this Section shall be Operating Expenses.

15. Attorney Fees. [*Intentionally omitted*]

16. Notices: Any notice, approval or other communication required hereunder shall be deemed given if sent by certified mail, return receipt requested, to the address set forth below or to such other address as was last designated by a written notice of the other party:

If to The Town:

Town of Green Mountain Falls
Attn: Town Manager
P.O. Box 524
10615 Green Mountain Falls Road
Green Mountain Falls, Colorado 80819
manager@gmfco.us

With a copy to:

Town of Green Mountain Falls
Attn: Town Clerk & Treasurer
P.O. Box 524
10615 Green Mountain Falls Road
Green Mountain Falls, Colorado 80819
clerk@gmfco.us

If to Interstate:

Interstate Parking Company of Colorado, LLC
Attn: Gareth Lloyd
1610 Wynkoop Street, Suite 600
Denver, Colorado 80202
glloyd@interstateparking.com

With a copy to:

Attn: Tony Janowiec
710 North Plankinton Avenue, Suite 700
Milwaukee, WI 53203
Telephone No.: (414) 274-2861
Email: tjanowiec@interstateparking.com

17. Modification: This Agreement shall constitute the entire agreement between the parties hereto, and it may not be amended except in a written document signed by each party.

18. Benefits and Burdens: The terms and conditions hereof shall be binding upon and shall inure to the benefit of the Town, Interstate and their respective successors and assigns.

19. Independent Contractor: Interstate is an independent contractor; nothing herein shall be construed to create a fiduciary relationship, partnership, joint venture or other business relationship between the parties.

20. Severability: In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

21. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado. Venue for any legal action relating to or arising out of this Agreement will be in the Courts of Clear Creek County, State of Colorado.

22. Assignment and Subcontracting. Interstate covenants and agrees that it will not assign or transfer its rights, duties or obligations hereunder without first obtaining the written consent of the Town. Any attempts by Interstate to assign or transfer without such prior written consent of the Town shall, at the option of the Town, automatically terminate this Agreement and all rights of Interstate hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Town.

23. No Third-Party Beneficiary. The enforcement of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the Parties. Nothing in this Agreement gives or allows any claim or right of action by any person or other entity on this Agreement, including subcontractors and suppliers. Any person who or other entity other than the parties that receives services or benefits under this Agreement is an incidental beneficiary only.

24. TABOR. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules and regulations of the Town of Green Mountain Falls and other applicable law. Notwithstanding any other provision of this Agreement concerning termination, upon the Town's failure to appropriate such funds, this Agreement shall automatically terminate.

25. Governmental Immunity. The Parties intend that nothing herein will be deemed or construed as a waiver by the Town of any rights, limitations, immunities or protections afforded to it under any federal, state or local constitutional, statutory or common law including, but not limited to, the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 120), as that Act may from time to time be amended.

26. Work by Illegal Aliens Prohibited

- a. Interstate hereby certifies that, as of the date of this Agreement, it does not knowingly employ and/or contract with an illegal alien and that Interstate will participate in the E-verify Program or the Colorado Department of Labor and Employment Program in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.
- b. Interstate shall not knowingly employ or contract with an illegal alien to perform works under this Agreement. Further, Interstate shall not enter into a contract with a subcontractor that fails to certify to Interstate that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Interstate hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work pursuant to this Agreement through participation in either the E-verify Program or the Colorado Department of Labor and Employment Program.
- d. Interstate is prohibited from using the E-Verify Program or the Colorado Department of Labor and Employment Program to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Interstate obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Interstate shall be required to: (a) notify the subcontractor and the Town within three (3) days that Interstate has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that Interstate shall not terminate the Agreement 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.
- f. Interstate shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Title 8, Article 17.5.
- g. If Interstate violates this Subsection, the Town may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Interstate shall be liable for actual and consequential damages to the Town.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Town and Interstate have caused this Agreement to be executed as of the date first set forth above.

INTERSTATE:

INTERSTATE PARKING COMPANY OF
COLORADO LLC

By: _____
Gareth James Lloyd
Executive Vice President and Operating Partner

THE TOWN:

GREEN MOUNTAIN FALLS

By: _____
Angie Sprang, Town Manager

ATTEST:

Matt Gordon, Town Clerk

EXHIBIT A

LIST OF OPERATING EXPENSES

- (i) All wages, benefits and compensation of any kind of full-time Park Green Mountain Falls Ambassadors assigned to the Parking Facilities, including monetary fringe benefits such as worker's compensation insurance, unemployment insurance, social security, and health insurance
- (ii) Ticket supply, receipt paper and envelopes
- (iii) Marketing, consulting and business development for the Town's greater mobility plan
- (iv) Insurance costs, including premiums and loss control measures, and the cost of any claims, including deductible or reimbursement clause amounts and including settlements, judgements, court appearances and reasonable legal fees and related costs and disbursements
- (v) Postage and invoicing
- (vi) Telephone Software Support and Internet fees for solar powered kiosks
- (vii) Uniforms
- (viii) Payroll processing and data processing expense
- (ix) Costs associated with the hiring, retention and development of all Parking Ambassadors provided under this Agreement
- (x) Accounting fees and costs of audits, if applicable
- (xi) Background checks of employees
- (xii) Cost of the Technology, including maintenance, installation, repairs and replacements, software support and upgrades as needed
- (xiii) Parking signage and enforcement outside of the town's paid parking spaces, including but not limited to the Town's residential areas and/or other no parking zones/areas

EXHIBIT B

THE EQUIPMENT

- (i) A Maximum of 15 Park Green Mountain Falls solar powered kiosks
- (ii) Metal Plates and bollards for the solar powered kiosks as required
- (iii) Vehicle(s) equipped with a license plate recognition parking enforcement system
- (iv) Handheld LPR devices for ticket issuance and printers
- (v) Applicable Signage
- (vi) Uniforms for parking ambassadors
- (vii) Parking store located in Colorado

EXHIBIT C

BRANDING AND WEBSITE FEATURES

Park Green Mountain Falls branding (approved by Town) to be included in signage, solar powered kiosk screens, uniforms, website and online marketing material:

Website Basic Features to Include:

- Interactive map
- Information pages including information pertaining to on and off-street public and privately owned parking
- Integrated live chat for online communication between customers and Interstate staff
- Customizable contact forms for residential, employee, service and construction and monthly contract parking permit application
- Access to Interstate's online residential and employee parking account management system
- Link to online citation payment website
- Integration of Survey Monkey (or comparable web-based survey program) survey forms as may be created for customer surveys by Interstate
- Capability to host compatible informational videos, notices, advertisements and presentations as may be created by Interstate or the Town
- Listing of special event parking information including event information and links to event websites, as applicable
- Designed with basic SEO maximization features
- Link or integration with online prepaid parking platforms including reservations in advance as so dictated by the Town
- Standard FAQ- how we make parking "Fun and Easy" in Green Mountain Falls
- Customer Feedback Page
- User page on how to use our tap n explore qr codes, employee permits, residential permits-multiple technology platforms



Coalition for the Upper South Platte

Post Office Box 726
Lake George, Colorado 80827

Town of Green Mountain Falls
Board of Trustees
Green Mountain Falls, CO

Re: Forest Restoration and Wildfire Risk Mitigation Grant (FRWRM)

May 12, 2021

Board of Trustees,

In regard to the 2021 FRWRM application CUSP is submitting (due date 5/19/2021)
please consider the following:

Projects for this application include:

- City of Manitou Springs, 70 acres of water infrastructure protection
- Green Mountain Falls, 42 acres of fuel break on GMF Forest Park, Wallace Reserve & Mount Dewey Open Space; defensible space thinning on 5 ac small, town-owned parcels and egress routes; and 9 acres on private parcels
- Crystal Park, Manitou Springs, 13 acres of forest mitigation along egress route
- Pike Peak Mountain Estates, 10 acres of forest mitigation in the subdivision
- City of Woodland Park, 6 acres of water infrastructure protection

Grant implementation dates for planning purposes:

Final award/project start date—8/16/2021

Project completion date---8/31/2025

Proposed funding for Green Mountain Falls includes:

- 2021 Forest Mitigation Committee budget \$16,975
- Current Thomas Trail fuel break (4/23/2020 Cost Share Agreement, 4 acres), GMF portion \$4800 to be invoiced upon project completion. Project has been delayed due to COVID-related situation with SWIFT (State Wildland Inmate Fire Team, Department of Corrections, Canon City) who was the contractor in 2020. CUSP sawyer crew and a small contractor are now working together to complete the remaining 1.25 acres. This will be complete before June 30, 2021.
- \$45,000 anonymous commitment toward fuel break work
- \$13,500 private parcels commitment
- Town of GMF potential funding needs to be determined for years 2022, 2023, 2024 for implementing 25 acres of fuel break treatment and defensible space treatment on town-owned property and parcels to augment the funding available in 2021.

Knowing any available Town of GMF allocated funding for 2021 must be spent before the end of 2021, CUSP's intentions are to plan and implement work as soon as grant awards stipulate work may begin.

Sincerely,
Michelle Connelly, Operations Director / Senior Staff Forester, CUSP



Town of Green Mountain Falls

**P.O. Box 524; 10615 Green Mountain Falls Road
Green Mountain Falls, CO 80819**

Thursday, December 10, 2020

Dear Colorado State Forest Service (CSFS):

This letter is written in support of the Collation for the Upper South Platte (CUSP) application to the Forest Restoration & Wildlife Risk Mitigation Grant Program on behalf of the Town of Green Mountain Falls, Colorado.

Fire Mitigation is a long standing and ongoing community concern in Green Mountain Falls, and is a top Community priority as noted in our community's 2019 Comprehensive Plan.

The proposed CUSP projects for GMF will reduce hazardous fuels on ingress/egress routes and town Rights of Way, Town-owned property existing among residential parcels, and larger parcels of Town-owned property surrounding the residential parcels. The projects will be prioritized through collaboration of Chipita Park - Green Mountain Falls Rural Fire Protection District Fire Chief and CUSP forestry staff. The projects will be implemented by professional contractors and will be managed by CUSP forestry staff.

On December 1, 2020, the Green Mountain Falls Board of Trustees met and dedicated \$15,000 in matching funds during fiscal year 2021, the first proposed year if the three-year proposed CUSP Fire Mitigation Project. As GMF is a municipal government we are Statutorily capable of dedicating funds for one budget year. However, the Board of Trustees is dedicated to prioritizing the allocation of an additional \$15,000 in funding for the fiscal year of 2022 and 2023 during our annual priority-based budgeting process.

We respectfully request that the Colorado State Forest Service award the funding requested by CUSP on behalf of Green Mountain Falls Fire Mitigation projects and genuinely appreciate your consideration.

Sincerely,

Angie Sprang

Angie Sprang
Town Manager
719-684-9414 ext. 5
manager@gmfco.us



**Town of Green Mountain Falls
Parks, Recreation, and Trails Meeting Minutes
10615 Green Mountain Falls Road
Wednesday, April 28, 2021 at 3:00 p.m.**

REGULAR MEETING MINUTES

Board Members Present

Chair Jesse Stroope
Vice Chair Jay Kita
Member Rebecca Ochkie
Member Don Walker

Board Members Absent

Member Clay Gafford

Secretary

Matt Gordon

Town Staff Present

Matt Gordon

Trustees Present

Regular Meeting:

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

Meeting called to order at 3:02 pm.

2. Additions, Deletions, or Corrections to the Agenda

3. Persons Present Not on the Agenda: 3 Minutes per Speaker

4. Consent Agenda

Chair Stroope moved to approve. Seconded by Member Ochkie. Motion passed unanimously.

5. Old Business

Members began discussion on a draft trail map created and presented by Vice Chair Kita and Michael Lohman. Discussion centered around specifics for the map including color coding specific areas and adding additional markers. Chair Stroope offered to get a quote from a private company to create trail maps. Members agreed.

Chair Stroope opened the floor for members to share opinions regarding placement of a virtual trail head near Maple St and Catamount Creek. Discussion focused on the placement and content of a wayfinding map, who would update the map, and movement of bear proof trash cans to the area. Member Ochkie offered to update the wayfinding sign in concert with Trail Ambassador Volunteer Coordinator Nancy Dixon. Vice Chair Kita offered to refine Member Gafford's proposed trail head map and signage. Members agreed.

Trail Ambassador Volunteer Coordinator Dixon provided a Trail Ambassador update regarding the new TA webpage, planned orientation, setting up Sign Up Genius to facilitate sign ups for TA shifts, and ambassador recruitment/shift planning.

Members shifted discussion to the uniforms of TA's. Chair Stroope suggested alternatives to t-shirts like bandanas to help identify TA's more quickly. Member Walker planned to get pricing on buttons, patches, bandanas and would report back to the PRT at a future meeting.

6. New Business

Town Clerk Gordon brought up his desire to have a member of PRT serve as the Secretary. The item was continued for the next meeting.

7. Correspondence

8. Reports

9. Adjourn

Vice Chair Kita moved to adjourn. Seconded by Member Walker. Meeting adjourned at 4:32 pm.

Head Chair

Secretary

EL PASO COUNTY



COMMISSIONERS:
STAN VANDERWERF (CHAIR)
CAMI BREMER (VICE-CHAIR)

COLORADO

HOLLY WILLIAMS
CARRIE GEITNER
LONGINOS GONZALEZ, JR.

EL PASO BOARD OF COUNTY COMMISSIONERS

May 4, 2021

Tyler Stevens
P.O. Box 524
Green Mtn. Falls, CO 80919

Dear Mr. Stevens,

The El Paso Board of County Commissioners is pleased to reappoint you to the Community Development Advisory Board. Your term will expire May 2026.

The importance of your volunteer work on this committee cannot be over-emphasized. All members of boards and commissions provide a vital service to the community by hearing requests and making recommendations to the Board of County Commissioners concerning items of county business.

Chloe Lomprey, Department Liaison, will contact you concerning your ongoing responsibilities.

On behalf of all county citizens, thank you for volunteering your time and expertise.

Sincerely,

Carrie Geitner
Commissioner Liaison

cc: Chloe Lomprey, Department Liaison

