



# 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, June 1, 2021 at 7:00 p.m.

To make a **public comment** please **pre-register** by 4pm on the day of the meeting via email: [clerk@gmfco.us](mailto: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	
7:05	3.	CONSENT AGENDA <ul style="list-style-type: none"> <li>a. Accounts Payable for April 15, 2021 to May 28, 2021</li> <li>b. BOT Meeting Minutes from 5/18/2021</li> </ul>	<b>BOT Action Desired</b>
7:05	4.	Forms of Government, Presented by Mayor Jane Newberry	Informational Only
7:20	5.	2021 Amended Budget Discussion	<b>BOT Action Desired</b>
7:40	6.	Managed Parking <ul style="list-style-type: none"> <li>a. 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</li> <li>b. Parking Management Agreement</li> </ul>	<b>BOT Action Desired</b>
8:10	7.	Consideration of Special Event Permit Applications for Green Box Arts <ul style="list-style-type: none"> <li>a) July 4th</li> <li>b) July 10th</li> </ul>	<b>BOT Action Desired</b>
8:20	8.	Consideration of Special Event Permit Application for Ace Entertainment LLC	<b>BOT Action Desired</b>
8:30	9.	Consideration of Resolution No. 2021-10, a Resolution of the Board of Trustees of the Town of Green Mountain Falls, Colorado Adopting a Memorial Bench and Brick Policy	<b>BOT Action Desired</b>
8:40	10.	Hiker Bathrooms	<b>BOT Action Desired</b>
8:50	11.	CORRESPONDENCE <ul style="list-style-type: none"> <li>a. Fuels Mitigation Survey Funding Request Letter from FMC Member Dan Battin</li> <li>b. Revised CUSP Contract</li> </ul>	Information Only
8:55	12.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
9:00	13.	REPORTS <ul style="list-style-type: none"> <li>c) Trustee Reports</li> <li>d) Committee Reports</li> <li>e) Staff Reports</li> </ul>	Information Only
9:05	14.	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

\*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](mailto:clerk@gmfco.us) by 4pm on the date of the meeting.

**Town of Green Mountain Falls**  
**Vendor Invoices Journal**  
**from April 15, 2021 to May 28, 2021**

<u>Date</u>	<u>Reference</u>	<u>Entity Number</u>	<u>Name</u>	<u>Acct Number</u>	<u>Acct Name</u>	<u>Total</u>
1-00-00-2000 General-Accounts Payable						
04/15/2021	82897	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	193.85
04/16/2021	OTF 38	chasphaltma0000	C&H Asphalt Maintenance	1-00-00-1300	General-Prepaid Expenses	550.00
04/21/2021	5200166935	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	131.04
04/21/2021	5872676037	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	14.73
04/21/2021	6357261325	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	228.73
04/21/2021	9827690757	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	19.43
04/21/2021	9995234678	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	14.96
04/22/2021	9364097282	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	391.21
04/24/2021	04242021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	680.00
04/26/2021	REV - 1042088	4riverequip0000	4River Equipment	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	-1,093.19
04/27/2021	0042084	CEBT	CEBT	<SPLIT>	<SPLIT>	845.80
04/30/2021	008	wilsonwilli0000	Wilson Williams LLP	1-20-02-5114	General-Interdepartmental-Operations-Services - Town Attorney	1,938.75
04/30/2021	9608	napaaautopar0000	Napa Auto Parts	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	135.10
04/30/2021	97286	wilsoncompany	Wilson & Company	2-10-00-4030	Capital Improvement-Administration-Grants - State - DOLA 2 (Flood Recovery)	2,585.88
05/03/2021	63636938	cnasurety	CNA Surety	1-40-02-5116	General-Public Safety-Operations-Insurance - Surety Bond	100.00
05/09/2021	05092021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	620.00
05/10/2021	20460930	Pinnacol	Pinnacol Assurance	1-00-00-1300	General-Prepaid Expenses	679.00
05/13/2021	83117	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	80.00
05/13/2021	85966	chiefpetroleum	Chief Petroleum	1-70-02-5128	General-Public Works-Operations-Supplies - Fuel	725.45
05/18/2021	83202	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	193.85
05/19/2021	5200166935	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	128.75
05/19/2021	5872676037	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	14.40
05/19/2021	6357261325	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	253.59
05/19/2021	7990482304	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	46.24
05/19/2021	9827690757	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	23.94
05/19/2021	9995234678	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	17.51
05/19/2021	Refund	katieadams0000	Katie Adams	1-10-00-4401	General-Administration-Gazebo - Rentals	200.00
05/22/2021	08222021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	640.00
05/25/2021	17948	springsit	Springs IT	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	240.00
Total For 1-00-00-2000 General-Accounts Payab						<b><u>10,599.02</u></b>

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Jane Newberry, Mayor

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Angie Sprang, Town Manager

**TOWN OF GREEN MOUNTAIN FALLS**  
**Regular Board of Trustee Meeting**  
**May 18, 2020 – 7:00 P.M.**  
**MEETING MINUTES**

**Board Members Present**

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

**Town Manager**

Angie Sprang

**Town Clerk**

Matt Gordon

**Administrative Assistant**

Not present

**Board Members Absent**

**Town Attorney**

Not present

**Public Works**

Not present

**Marshal's Dept.**

Virgil Hodges

**Planning Director**

Julia Simmons

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**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 Guthrie. Motion passed unanimously.

**3. Persons Not Present on the Agenda**

(3 minutes given per speaker)

Resident Blasi shared public comment. Resident Nancy Dixon shared public comment. Resident Todd Dixon shared public comment. Resident Douglas shared public comment. Resident Ives shared public comment.

**4. Consent Agenda**

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

**5. Stilling Basin Project Update**

Wilson and Company Representative Andre Brackin provided an update on the Stilling Basin Project. Brackin stressed the necessity of completing preliminary engineering for the project before presenting the BOT with a go or no go decision.

**6. Executive Session: Pursuant to C.R.S. 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**

Trustees and the Town Manager left the Regular BOT Meeting to conduct an Executive Session.

**7. Wayfinding Signage Proposal, Presented by Jesse Stroope**

PRT Chair Stroope presented the Wayfinding Signage Proposal. Trustee's Guthrie and Loo as well as Mayor Newberry shared comments and thoughts regarding the presentation. Trustee Peterson moved to approve. Seconded by Trustee Loo. Motion passed.

#### **8. Trailhead/Welcome Center Proposal, Presented by Jesse Stroope**

PRT Chair Stroope presented the Trailhead/Welcome Center Proposal. Trustee Quinn moved to approve. Seconded by Trustee Peterson. Motion passed unanimously.

#### **9. Trail Map Proposal, Presented by Jesse Stroope**

PRT Chair Stroope presented the Trail Map and plans related to getting the map printed to the BOT. Members engaged in discussion regarding the inclusion of only trailheads and provided feedback. Mayor Newberry moved to approve. Seconded by Trustee Guthrie. Motion passed unanimously.

#### **10. Managed Parking**

Gareth and Jess from Interstate Parking presented on the managed parking proposal. BOT engaged in a lengthy discussion regarding the proposal and considered resident concerns, business concerns, technology, and communications concerns in their discussions. Many Residents shared comments both on microphone and in the Zoom chat regarding the Ordinance and Presentation.

Trustee Quinn moved to continue consideration of Ordinance 2021-05 to the next BOT meeting to be held on 6/1. Seconded by Trustee Loo. Motion passed.

Discussion then transitioned to the Parking Management Agreement. Members again engaged in lengthy discussion regarding the agreement and shared comments and concerns related to clauses of the contract, negotiation of the contract, how ticketing would work, and the nuance of Interstate Parking employment with the Town. Town Staff and Interstate Parking provided feedback related to these comments and concerns. Trustee Guthrie moved to continue consideration of the Parking Management Agreement to the next BOT meeting to be held on 6/1. Seconded by Trustee Peterson. Motion passed.

#### **11. CUSP Request for Letter of Support & Grant Matching Funds**

Mayor Newberry moved to approve the grant match after confirming with the Town Manager that the funds could be secured within the Town Budget. Seconded by Trustee Loo. Motion passed unanimously.

#### **12. Correspondence**

#### **13. Reports**

#### **14. ADJOURNMENT**

Mayor Newberry adjourned the meeting at 11:04 PM.

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Matt Gordon, Town Clerk/Treasurer

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Jane Newberry, Town Mayor

Forms of government as suggested for Green Mountain Falls:

Several forms of government have been suggested for Green Mountain Falls. I have outlined the top four: Disincorporation/unincorporating, the trustee-liaison system, the strong mayor system and the council-manager system.

Every few years someone brings up the idea of unincorporating the Town. These two ideas are always floated that 1) We'll save tax money! 2) The county will take everything over!

Here's what happens:

- 1) Parks, public buildings, including the Lake. All property that the Town (as a municipality) owns, immediately are transferred to the next taxing body – for GMF, that would be the School District. The lake, the pool, Town Hall, Public Works – all that property is now the property of School District 14. El Paso County will NOT take over the care of the parks, pool or lake. In order to reduce their responsibility, the School District would most likely sell all the properties.
- 2) Okay, let's say S.D. #14 sells the parks to a private club or entity (or several private entities). It is now private property. They can do with it what they will. Fill in the lake? Sure, it's a man-made lake, so that's a possibility. Make the parks into housing? Yes, even in the flood plains that's possible. All the parks that are trails – now they are open to become housing, or whatever their new owner wants to do with them, including shutting them all down to what would then be considered trespassing.
- 3) No Town, no Town codes. Hurray, say some! However, inspect that a little more closely. You don't like where your neighbor's fence is being built? Blocks your view? PPRBD and/or El Paso County don't regulate that. Their new shed is in front of your picture window? It's on their property, so there is no one to take that complaint to. Dying trees? El Paso County is struggling with that issue throughout the county.
- 4) Roads. Yes, El Paso County would take over the roads. But seeing as EPC public works are already overstretched in their department, GMF will be at the bottom of the priority list. Same with Teller County.
- 5) Marshal's department/Sheriff's department. Yes, Teller & El Paso County would be obligated to take over the policing duties. Since the reporting deputy for GMF also covers the range down to Ft. Carson, response times will be 30+ minutes in most cases. Ask your neighbors in Chipita Park when they see patrols. Once, twice a year? Will they drive by and see if your vacation home is secure? Doubtful. Will they respond because your neighbor's dog is barking? Hard pass.

#### **Trustee-liaisons form of Government:**

The trustee liaison system was the original governance system that served the Town for many years. In a trustee-liaison system, each trustee acts as the supervisor/liaison for a department, or specialty. We had people supervising the marshal's office, public works and the admin department. This works great when the trustee had a knowledge for a particular area. This works very poorly when a trustee has no

knowledge – or even interest – in the area. For instance, most people have very little professional knowledge of our marshal's department, the rules & regulations mandated by the state and county or even the uniform traffic code. This devolved into the uninformed telling a professional what to do –and resulted in poor relationships and conflicting outcomes between the public, the law enforcement professional and the trustee. Multiply that by every employee in town. It's not a good outcome.

In personnel/Human Resources the issues are very complicated and very strictly regulated. Yet we would have trustees with zero experience in HR telling the administrative employees what they should be doing, how they should be administering benefits, etc.

And public works – we were blessed for many years to have trustees who had experience in public works. But when those trustees no longer were available to volunteer, we had people who had no experience with heavy equipment telling the employees how they need to operate.

Additionally, supervising the employees takes an incredible amount of time. In our small town, most of the volunteer-trustees also work full-time jobs. It is extremely difficult to be responsive to either the employee or the townspeople in a timely manner, when the supervisor cannot be on site or contacted quickly. We relied on the employees to basically supervise themselves. With long-term, experienced employees, this often works fine. With newly hired, fresh employees, we did them – and the citizens—a grave disservice, leaving the employees at loose ends to find out what they needed to accomplish. AND – it wasn't very efficient when complaints couldn't be handled – that every complaint had to wait a week or two to be handled at public meetings. Again – this resulted in angry citizens, frustrated employees and trustees feeling that they were always backfilling against a crisis. This form of government also proves to be costly and inefficient operationally.

#### **Strong Mayor form of Government:**

Sometimes people think a “strong mayor” form of government is more like the trustee-liaison system. Not so. A strong mayor can work as the town manager, supervising the department heads who supervise the employees. A strong mayor needs to be employed by the municipality and would function more as a liaison between the council and the staff than as a liaison for a particular department. Additionally a strong mayor can make independent decisions on policy and the community. They are not as reliant on their council, or in this case, the board for decisions that impact municipal policy. It is impractical and actually a conflict with our town codes for that system would work in Green Mountain Falls. This form of government also proves to be costly and inefficient operationally.

#### **Council-Manager form of Government:**

With a council-manager system, decisions on policy and the future of the community are made by the entire governing body – not an individual. This gives residents more of a say by serving on boards and commissions, participating in visioning and strategic planning & designing community-oriented local government services.

The United States functions as a representative democracy. In our representative democratic system, Board of Trustee members are elected into their seats by the general population. The general population votes for the person who they would like to represent their interests and VOTE ON THEIR BEHALF. The general population does not get to vote on individual topics, instead the elected officials on the Board participate and make decisions on behalf of the general populous, and this form of

government is run much like a publicly traded business with a Town Manager (CEO) and Board of Directors (Trustees). This form of government makes it more realistic to get business done in a timely and efficient fashion. It is important to note that while this form of government operates much like a business, it has some major differences. For example, the governing body makes decisions that are not solely based on the bottom line and the generation of revenue, but instead makes decisions based on the best interests of the community as a whole (for the greater good) improving quality of life, balancing growth with retention of the authenticity that makes the Community who it is, the Community's cultural identity. This can be challenging as society evolves, Communities must evolve or be left behind.

A council-manager form of government combines the strong political leadership of elected officials with the strong managerial experience of an appointed manager. The Mayor and Trustees manage the Advisory Boards and the Manager manages the day to day operations and the staff. There is a clear separation of policy and operations. The power and authority to set policy rests with the elected officials and the nonpartisan manager has broad authority to run the Town and its operations. The board develops long-range visions and establishes policies that affect overall operations – and the manager ensures that the policies are carried out. Referring back to what I was saying about the Trustee – Liaison form of government, and the number of HR issues there are major personnel issues that are avoided with the separation of policy and operations that the Council – Manager form of government offers.

We have been advised by attorneys, DOLA and CIRSA that the best way to protect the Town against lawsuits and to have a more efficient and effective governance system would be to hire a town manager. This council-manager form of government was part of the strategic plan and has been implemented.

Sincerely,

Mayor Jane Newberry



# 2021 Amended Budget Discussion

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ANGIE SPRANG, TOWN MANAGER

06.01.2021

## 2019 Comprehensive Plan Priorities

*Managing growth with a seasonally-balanced economic focus, that could greatly enhance the community's overall quality of life, while maintaining the authentic identity of the Community.*

- CONSIDERATIONS

# Objectives for Amended Budget Discussion

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Ballot Question Process High Level Overview

PPRTA Ballot Question(s) Discussion – 10-12 Year PPRTA Plan

Other Ballot Question(s) Considerations

Stimulus Funding

- American Rescue Plan Act (ARPA)
- PPACG/TAC Stimulus Funding

Community Development Block Grant (CDBG) El Paso County

Community Expectations, Staffing Considerations & Expectations Management

How it ALL fits into the 2019 Comprehensive Plan...

Next Steps

# Ballot Questions Process Overview

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## Process Overview for Ballot Language Approval

- Brainstorm List Together Today
- Town Attorney DRAFT legislation (if necessary), Non-TABOR and TABOR Ballot Questions
- Ballot Questions Set By Resolution at BOT Meeting
- Friday before the 45<sup>th</sup> day before elections: Written TABOR comments filed by Town Clerk C.R.S. § 1-7-901; Colo. Const. Art. X §20(3)(b)(v)
- 43 days before election: Last day for TC to summarize comments in support/opposition C.R.S. § 1-7-903(3)
- 30 days before election: Last day for TC to mail TABOR notices Colo. Const. Art. X §20(3)(b)
- 25 days before election: Last day to withdrawal TABOR issue from Ballot C.R.S. § 1-5-208(2)
- Election Day
- Adopt Implementing Legislation for Issue
- Effective Date 30 days after Adoption of Legislation

# Pikes Peak Regional Transportation Authority (PPRTA) Ballot Questions Brainstorm

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## PPRTA Ballot Question Ideas - Road Improvements (Nov 2022 Ballot for 2023 – 2033 Plan)

- El Paso Trail & Iona Ave Flood Recovery Roads Improvement Projects
- El Paso Avenue Bridge Replacement & Repaving
- Repaving of Belvidere Avenue
- Repaving of Ute Pass
- Comprehensive Stormwater Drainage & Roads Plan – a Town wide Plan Document
- Roadway Drainage Improvements (e.g. culvert replacement plan/ditching)
- Intersection Improvements
- Roadway Safety & Traffic Operations
- Road & Bridge Improvements
- Flood Control Road Improvements

# Ballot Question TABOR (tax increase/implementation) Considerations

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Increase in Property Tax, Sales Tax, Lodging Tax TABOR

Marijuana Tax Addition TABOR – revenues could keep property tax off ballot

Managed Parking – revenues could keep property tax off ballot

Approaching Economic Hyper Inflation



*Let's work together to create opportunities out of obstacles! Managing positive growth with a seasonally-balanced economic focus, that could greatly enhance the community's quality of life, while maintaining the authentic identity of the Community. Managing positive growth with a seasonally-balanced economic focus, that could greatly enhance the community's quality of life, while maintaining the authentic identity of the Community.*

# American Rescue Plan Act (ARPA) Spending Considerations

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Money was/will be disbursed to the States – May 2021 and May 2022

States disbursing to Counties

Counties disbursing to Local Governments

GMF is slated to receive \$150k total

- \$75k in 2021
- \$75k in 2022

# APRA Use of Funds

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The Coronavirus State and Local Fiscal Recovery Funds provide eligible state, local, territorial, and Tribal governments with a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, and more equitable economy as the country recovers. Recipients may use these funds to:

- **Support public health expenditures**, by, for example, funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries, and the public sector
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic
- **Provide premium pay for essential workers**, offering additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet

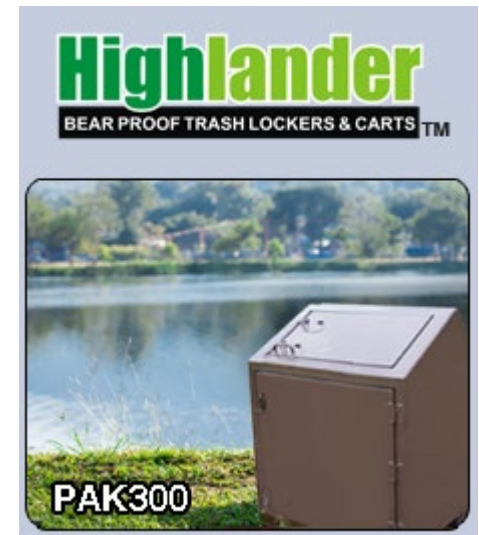
Within these overall categories, recipients have broad flexibility to decide how best to use this funding to meet the needs of their communities.

# American Rescue Plan Act (ARPA)

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Green Mountain Falls will receive \$150k total (\$75k in 2021 & \$75k in 2022)

- \$64.5k each Pit Toilet
- \$2,000 Port-A-Johns Summer 2021 until Pit Toilets Installed (hiker parking area?/locations TBD)
- \$1400 x 8 = \$8400 for Bear Proof Trash Cans at Trailheads (6), Hiker Parking (1), Tennis Court Park (1)



# PPRTA Stimulus Funding

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\$92k received to pay for Public Works Operations

The Town can re-allocate that \$92k to other priorities

- Lake Dredging \$11k
- Fire Mitigation Committee Request for \$500 – Iona Mitigation Assessment
- Parks Backflow Preventors \$3,800 each @ 3 = \$11,400
- Pool well pump \$3k - \$5k (dependent upon labor)
- Pit Toilet Installations \$64k each

Money must be spent prior to Year End 2021

# Community Development Block Grant (CDBG) Grant Process Update

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“Access for All” ADA Lake Improvements Project Funds \$150k was recommended to the El Paso County Commissioners for approval by CDBG Committee, next steps... (Anticipated July 2021)

- Recommendation will go before El Paso County Commissioners for Review and Possible Approval
- Recommendation will go before HUD for Review and Possible Approval
- El Paso County Environmental Review of Proposed Project
- El Paso & GMF Intergovernmental Contract Execution for Funds Reimbursement
- Notice to Proceed from El Paso County
- GMF Request for Proposal (RFP) Process
- GMF Request for Proposal (RFP) Award to Contractor/Contract Execution
- GMF Notice to Proceed to Contractor
- Construction
- GMF Staff Reporting Submittals for Reimbursement to El Paso County CDBG Program

# Staffing Considerations

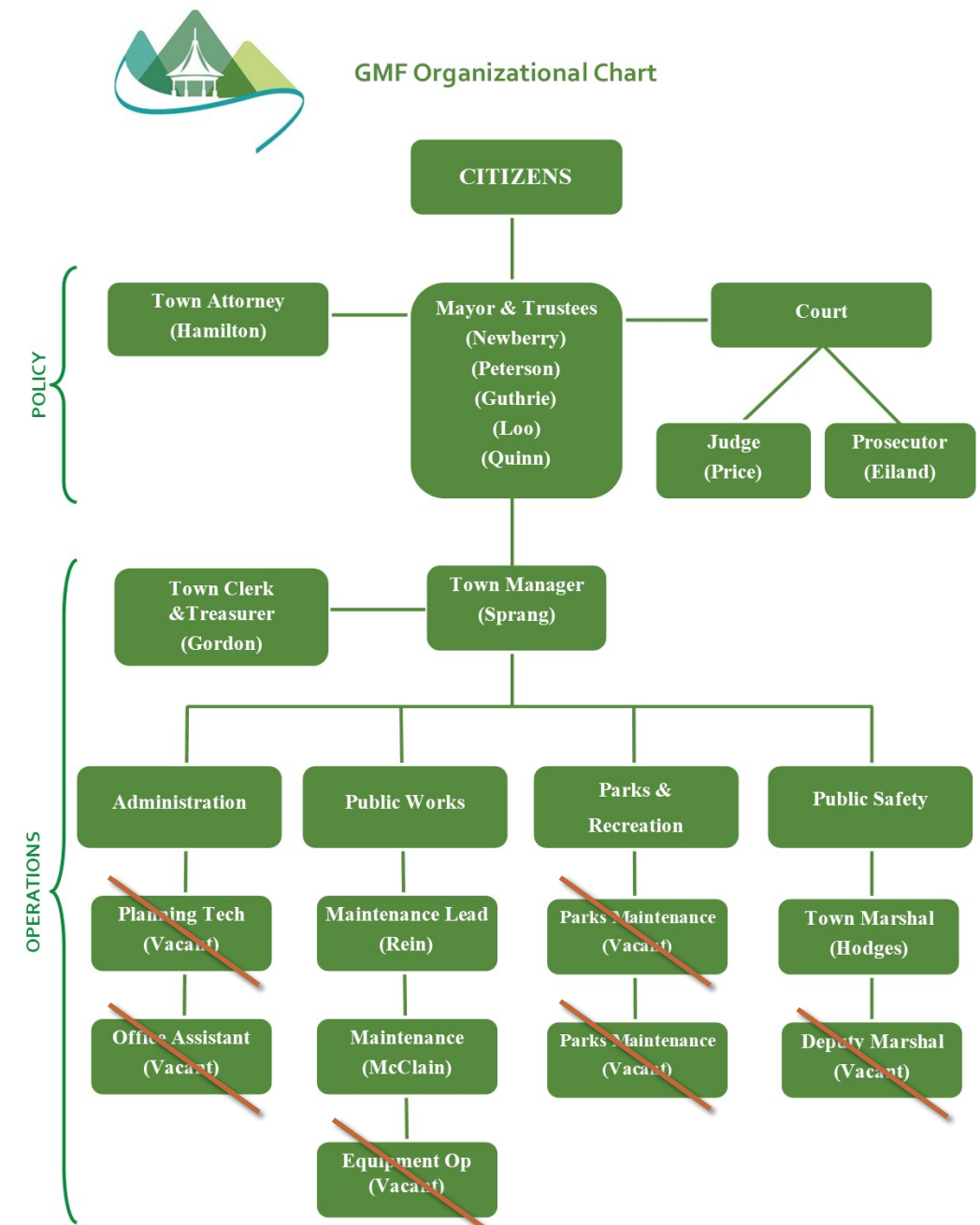
## Exit Interviews

### Retention of Staff – Considerations of Current Attrition Challenges

- 10 ee's left 2019 & 2020 – 5 FTEs Remain Since Jan 2021
- 11 FTE positions – operating with 5FTE positions
- Staff Compensation Maximum's are below the 1% Percentile for Industry Compensations Statewide
- Benefits Package Uncompetitive to Industry Standard (a few examples below)
  - Health insurance paid 100% premium cost toward ee's
  - No health premium coverage for spouse or dependents (can limit employee's pool)
  - No retirement benefits (401k & 457b standard in industry)
  - No continuing education benefits
- Public Meetings

### GMF Organizational Chart & Vacant Positions vs. Community Expectations

- Currently Operating with 5 FT Staff, 11 FT Staff + Pool Staff Needed to meet Community Expectations



# Compensation Study, Staffing, & Expectations Management

## 2019 RANGES

Current	Min	hrly	Max	hrly
Seasonal	\$23,088.00	\$11.10	\$28,496.00	\$13.70
PW	\$25,168.00	\$12.10	\$30,576.00	\$14.70
PW	\$30,784.00	\$14.80	\$40,144.00	\$19.30
PW	\$35,776.00	\$17.20	\$52,832.00	\$25.40
Admin	\$28,080.00	\$13.50	\$33,696.00	\$16.20
Admin	\$35,776.00	\$17.20	\$44,512.00	\$21.40
Admin	\$45,550.00	\$21.90	\$62,000.00	\$29.81
Admin	\$68,000.00	\$32.69	\$82,000.00	\$39.42
PS	\$38,000.00	\$18.27	\$56,000.00	\$26.92
Seasonal	\$21,216.00	\$11.10	\$29,669.19	\$13.50
Seasonal	\$24,472.00	\$13.60	\$34,482.25	\$16.10

## 2021 RANGES

Less than 1 <sup>st</sup> Percentile		10 <sup>th</sup> Percentile		
Current	Min	hrly	Max	hrly
Seasonal	\$8,018.40	\$15.42	\$10,966.80	\$21.09
PW	\$35,136.00	\$16.89	\$48,604.00	\$23.37
PW	\$42,045.00	\$20.21	\$57,032.00	\$27.42
PW	\$39,809.00	\$19.14	\$55,422.00	\$26.65
Admin	\$33,048.00	\$15.89	\$46,250.00	\$22.24
Admin	\$35,776.00	\$17.20	\$49,153.00	\$23.63
Admin	\$58,990.00	\$28.36	\$83,051.00	\$39.93
Admin	\$92,000.00	\$44.23	\$115,605.00	\$55.58
PS	\$43,521.00	\$20.92	\$53,008.00	\$25.48
PS	\$67,469.00	\$32.44	\$92,000.00	\$44.23
Seasonal	\$6,682.00	\$12.85	\$8,694.40	\$16.72
Seasonal	\$7,373.60	\$14.18	\$9,479.60	\$18.23

# MUNI & Lodging Revs Update

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MUNIREvs & Lodging Revs – Colorado based firm who offers software solutions to municipalities for the...

- processing and granting of Business & Short Term Rental Licenses,
- collection of Business Licenses Fees
- collection of Sales Taxes (we do not utilize this service),
- collection of Short Term Rental Fees & Taxes

Percent Compliance Then 3% Compliance vs. Now 91% STR Compliance

## 2019 Comprehensive Plan Review

*Managing growth with a seasonally-balanced economic focus, that could greatly enhance the community's overall quality of life, while maintaining the authentic identity of the Community.*

- CONSIDERATIONS

# Top 11 Comp Plan Response Themes

## What are our *Opportunities*?



**top  
11**  
response  
themes:

1. IMPROVE ROADS
2. IMPROVE CELL SERVICE
3. ATTRACT COMMERCIAL GROWTH
4. ESTABLISH CONSISTENT LEADERSHIP DIRECTION
5. ADD A SMALL CORNER STORE
6. ADD WELCOMING/ WAYFINDING SIGNAGE
7. ADDRESS PARKING IN TOWN
8. IMPROVE LAKE WATER QUALITY
9. IMPROVE POOL FACILITY
10. INCENTIVIZE TOURISTS TO STAY IN TOWN
11. INVESTIGATE SEWER SYSTEM FEASIBILITY

*Responses have been compiled from Online Questionnaire #1, and feedback from stakeholder interviews, Bronc Days, and Town Meeting #1*

How do all of these Considerations fit into our 2019 Comprehensive Plan Goals?

## B.1 2020- 2029 Capital Improvements Program

Year	Project	Estimated Cost (\$1,000)	Possible Funding Sources
2020	Public Restroom Upgrade	\$19	GF
	Repair Maple Street Bridge	\$35	Funded DOLA/GF
	Lake Improve Water Quality (clear up muddy water)	--	GF
	Lake Divert SW from Hotel Street to Fountain Creek	\$13	GF
	Lake Divert SW from Ute Pass Avenue to Creek	\$8	GF
	Lake Divert SW from Foster Avenue to Fountain Creek	\$5	GF
	Lake Sediment Dredging (after SW diversions)	\$23	Funded by Fishing is Fun/GF
	Lake Inlet Valves Automated Controls	\$12	GF
	Town Hall Monumental Sign	\$8	GF
	Town Hall Increase Parking and Pave	\$9	GF
	Lake ADA Fishing Pier	\$10	GF
	El Paso Trail Road Drainage Improvements	\$41	Funded by CDBG GF match DOLA/GF
	Iona Avenue Drainage/Road Repairs	\$32	GF
	Stilling Basins (roadway drainage improvements)	\$66	Funded-PPRTA "A" List
	Replace Altitude Sign at Hotel Street	\$3	Funded by private donation
	Construct Trail Red Devil Mountain	\$7	TC
	Increase Parking Capacity Along Pool Park Fence	\$5	PD (For pool & Sallie Bush)
	Replace Steel Culverts Town-wide (Phase 1)	\$10	GF

Year	Project	Estimated Cost (\$1,000)	Possible Funding Sources
2021	Flood Control North end of Oak Street	\$425	FCWFCD Project #24
	Flood Control Armor Creek at GMF Road Bridge	\$100	FCWFCD Project #23
	Flood Control Bank Stabilization in Gazebo Park	\$150	FCWFCD
	Flood Control Replace El Paso Avenue East Crossing	\$60	FCWFCD Project #24
	Lake Reconfigure Outlet and Overflow	\$50	GOCO
	Lake Replace Walls at East and South ends	\$40	
	Lake Armor West Shore New Path Installation	\$5	TC Volunteers
	Gazebo Park Ground Cover West and South Banks	\$10	
	Gazebo Park Island Landscaping	\$10	
	Pool Park Irrigation System	\$20	GOCO
	Pool Park Restrooms	\$60	COGO/PD
	Community Events Information Board	\$9	Chamber and Donations
	Replace Bridge Oak Street	\$30	
	Plant Trees Arbor Day	\$5	PD
	Replace Steel Culverts Town-wide (Phase 2)	\$10	
	Renovate Old Marshal's Office	\$30	GF/PD

# How do all of these Considerations fit into our 2019 Comprehensive Plan Goals?

Year	Project	Estimated Cost (\$1,000)	Possible Funding Sources
2022	Flood Control Detention Pond on Crystal Creek	\$350	FCWFCD Project #25 Flood
	Flood Control Replace Bridge at Hotel Street	\$506	FCWFCD Project #26 Flood
	Flood Control Bank Stabilization Behind Motel	\$100	FCWFCD Project #27 Flood
	Upgrade Park Playground	\$15	GOCO Grant/PD
	Streetscaping Ute Pass Avenue with Traffic Calming	\$250	SAFET
	Historic Interpretive Panels	\$25	UPHS/PD
	Plant Trees on Arbor Day	\$5	PD
	Construct Trail at Livengood Gulch	\$8	TC
	Construct Spur Trail to Empire Power Plant site	\$5	TC

Year	Project	Estimated Cost (\$1,000)	Possible Funding Sources
2023	Renovate Swim Pool	\$80	GOCO
	Ute Pass Avenue Overlay	\$300	PPRTA-Priority "B" List
	Construct Trail at Mt. Rebecca	\$15	FOTP/TC/MHYC

Year	Project	Estimated Cost (\$1,000)	Possible Funding Sources
2024	Bridge Rehabilitation/Replacement (several)	\$123	PPRTA-Priority "B" List
	Replace Bridge Ute Pass Avenue at Crystal Creek	\$300	PPRTA/CDOT

Year	Project	Estimated Cost (\$1,000)	Possible Funding Sources
2025	Gazebo Park-Island Bridge Replacement	\$8	GF

Year	Project	Estimated cost (\$1,000)	Possible Funding Sources
2026	Construct Trail Kirkpatrick to Mt. Esther	\$12	TC

# How do all of these Considerations fit into our 2019 Comprehensive Plan Goals?

Year	Project	Estimated cost (\$1,000)	Possible Funding Sources
2027	Construct Trail- Crystal Trail to Crystal Reservoir	\$10	TC/FOTP
2028	Restore Crystal Falls at Hydro Plant (flume)	\$30	UPHS/PD
2029	Gazebo Park-Pavilion/ Stage	\$70	GOCO/PD

## \* KEY TO FUNDING SOURCES

**CSU** Colorado Springs Utilities  
**CDBG** HUD Community Development Block Grants  
**DOW** State Dept of Wildlife  
**DOLA** State Dept of Local Affairs  
**FIF** Fishing is Fun (DOW)  
**GF** GMF General Fund  
**TF** GMF Trails Funds  
**GOCO** Great Outdoors Colorado Trust Fund

**HGMFF** Historic GMF Foundation  
**PD** Private Donations  
**PPCF** Pikes Peak Community Foundation  
**PPRTA** Pikes Peak Rural Transportation Authority  
**FCWFCD** Fountain Creek Watershed Flood Control District  
**ST** State Trails Fund  
**SAFET** Transportation Enhancement Funds  
**UPHS** Ute Pass Historical Society

# 2021 Amended Budget Draft

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Draft in Packet Materials for BOT Review

Includes Staff Consideration of Presented Items & Recommendations

- Stimulus Funds have not yet been received and as such are not in budget

*Managing growth with a seasonally-balanced economic focus, that could greatly enhance the community's overall quality of life, while maintaining the authentic identity of the Community.*

Next Steps for Staff

Ballot Questions to Town Attorney



# Managed Parking

ANGIE SPRANG, TOWN MANAGER

06.01.2021

# Citation Process

<https://www.breckpark.com/violations> or  
<https://www.parkidahosprings.com/citations>

[www.parkgmf.com](http://www.parkgmf.com) would be built out the same

## PARKING TICKETS / VIOLATIONS / TICKET PAYMENT

If you receive a parking ticket in GMF, you can pay for it through the following options below.

### **PAY ONLINE OPTION 1 - GMF:**

- online payment center

**MAIL A CHECK TO: PARK GMF- 1610 Wynkoop Street,  
SUITE 600 Denver, CO 80202**

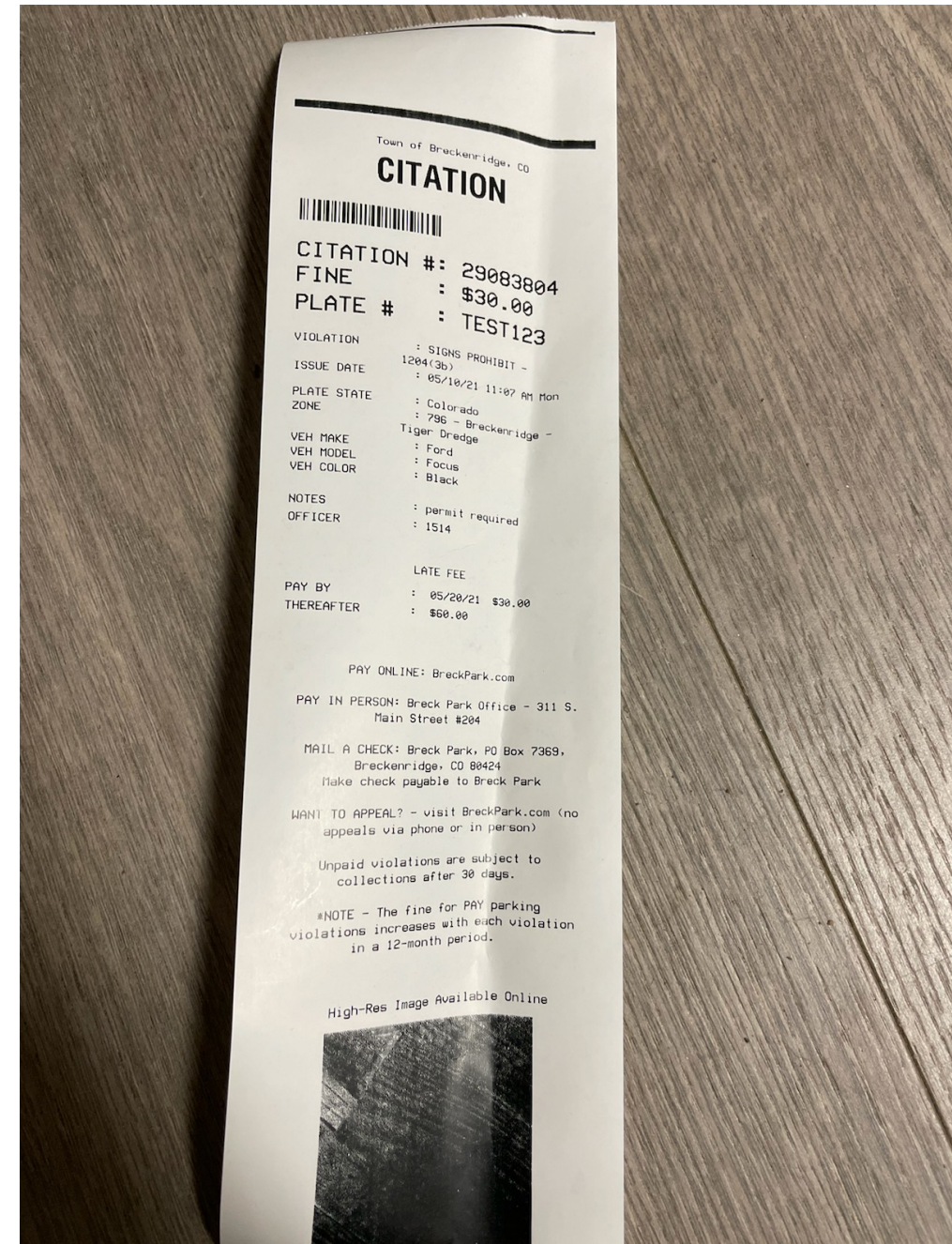
As the Town of GMF's parking operator, Interstate Parking has been granted the authority to issue violations and collect citation fines on behalf of the Town of GMF.

## APPEALING A PARKING TICKET

If you were issued a parking ticket by Park GMF and would like to dispute it, your dispute must be made in writing **within 10 days of the ticket date.**

- **Disputes will not be handled in person or over the phone.\***
- You may request the matter be set for trial before the GMF Municipal Court if you disagree with the outcome of the written appeal process.

LINK TO EMAIL will be on this as well.



# Reporting

Ref Muni & Lodging Revs  
Compliance Success Rates

Parking Customer Counts by Kiosk  
Location

Number of Warnings/Citations  
Issued

Detailed Revenue Reporting

99% Compliance Rate on Average



## PARK GREEN MOUNTAIN FALLS SAMPLE REPORTING

The Park Green Mountain Falls Revenue report breaks down the revenue received whether it is our solar powered kiosk or tap n explore QR codes. At the bottom it totals all the revenue received by payment method less credit card and transaction fees, which gives us the net revenue. Off that net, we do our percentage split.

Accompanying the Revenue report, we customize a Park GMF transaction report which breaks out each day of the month with complete usage analysis. Also, it breaks down how many violations were issued and the usage percentage of mobile payment.

All subject to your approval.



## PARK GREEN MOUNTAIN FALLS

### 2021 Net Revenue Report

	June-21	July-21	Aug-21	Sept-21	Oct-20	Total
<b>Monthly Net Revenue:</b>						
Solar Powered Kiosk Revenue						-
Tap N Explore Revenue						-
<b>Parking Net Revenue</b>	-	-	-	-	-	-
Total Credit Card Fees	-					-
<b>Total GMF Net Revenue</b>	-					-
<b>Management Fee - 50%</b>	-					-
						-
<b>Balance of Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Date:		Technology			Enforcement System				
Total Spaces	Total Stalls	Solar Powered Kiosk	Tap N Explore QR Technology	Total Revenue	Total Transactions	Warnings Issued	Citations Issued	Total Transactions + Citations Issued	Percentage Using Contactless Payment Options
Location 1	110	134	59	\$ 208.25	193	4	2	6	30.57%
Location 2	196	58	67	\$ 82.00	125	0	3	3	53.60%
Location 3	60	0	12	\$ 17.00	12	0	0	0	100.00%
Location 4	27	24	3	\$ 47.00	27	0	0	0	11.11%
Residential Violations					0		2		
<b>Total</b>	<b>393</b>	<b>216</b>	<b>141</b>	<b>\$ 354.25</b>	<b>357</b>	<b>4</b>	<b>7</b>	<b>9</b>	<b>48.82%</b>

# Managed Parking

Interstate is a locally owned small business.

Interstate Ambassadors will be available via a local phone number during operating hours of 7AM to 5PM to meet the needs of locals.

Restaurant Revenues in Idaho Springs increased 35% on Average

Sales Taxes increased 12% in Idaho Springs overall

Free 2-hour parking for ALL users

Free Resident & Employee Parking

Free 15 Minute Zones for Pickup and Drop Off

Free Parking for Restaurant Wait Lists

Free Unlimited Parking after 5PM

Summer Operation Only

NO Upfront Costs for the Town

Immediate response time (max 30 minutes)

Downloadable Trail Maps

Capacity to Survey Parking Patrons

Verizon Wireless has better service in GMF than is offered in Denver  
– Solar Kiosks on Verizon Network

Nothing changing for residents or business EXCEPT improved quality of life

## 2019 Comprehensive Plan Priorities

*Managing growth with a seasonally-balanced economic focus, that could greatly enhance the community's overall quality of life, while maintaining the authentic identity of the Community.*

- CONSIDERATIONS

# Town of Green Mountain Falls

## GENERAL FUND

### Budget Status Report - GAAP Basis

#### Proposed 2021 Budget

Unaudited

	August 2020 Actual	2020 Estimated	Approved 2021 Budget	Proposed Amended 2021 Budget
<b>REVENUE</b>				
<b><u>Intergovernmental Revenue</u></b>				
Grants- State	\$ 13,028	\$ 18,000	\$ 25,000	\$ 25,000
HUTF	13,195	28,933	30,000	30,000
Motor Vehicle Fees- El Paso County	1,393	2,500	2,500	2,500
Motor Vehicle Fees- Teller County	52	200	200	200
Reimbursements- PPRTA	5,209	39,139	40,689	40,689
Road and Bridge- El Paso County	1,439	1,300	1,300	1,300
Road and Bridge- Teller County	137	150	150	150
DOLA Comp Plan	-	-	-	-
Planning Code Rewrite	-	-	45,000	45,000
Parking and Signage Plan	-	-	30,000	30,000
Severance/Mineral Lease	437	1,400	1,400	1,400
Total Intergovernmental Revenue	<b>\$ 34,890</b>	<b>\$ 91,622</b>	<b>\$ 176,239</b>	<b>\$ 176,239</b>
<b><u>Taxes</u></b>				
Auto Use Tax- El Paso County	\$ 9,724	\$ 35,000	\$ 32,000	\$ 32,000
Auto Use Tax- Teller County	1,916	2,500	2,500	2,500
Franchise- Cable	6,107	10,900	10,900	10,900
Franchise- Electric	20,636	21,000	21,000	21,000
Franchise- Gas	9,358	11,000	11,000	11,000
Franchise- Telephone	1,050	4,200	4,200	4,200
GMF Sales Tax (3%)	97,719	145,000	150,000	150,000
PPRBD Construction Use Tax	12,988	17,000	17,000	17,000
Property Tax- El Paso County	154,419	155,000	169,684	169,684
Property Tax- Teller County	8,848	9,300	10,725	10,725
Short Term Rental Occupancy Tax	8,829	15,000	20,000	20,000
Specific Ownership- El Paso County	10,249	17,600	17,600	17,600
Specific Ownership- Teller County	743	850	850	850
Tobacco Tax	276	300	400	400
Total Taxes Revenue - 468680	<b>\$ 342,862</b>	<b>\$ 444,650</b>	<b>\$ 467,859</b>	<b>\$ 467,859</b>
<b><u>Fee Revenue</u></b>				
Court- Traffic	\$ 155	\$ 300	\$ 350	\$ 350
Court- Non Traffic Offenses	18	200	200	200
Animal Licenses	600	625	1,000	1,000
Business Licenses	3,374	5,000	5,000	5,000
Land Use- Administrative Review	4,953	5,000	5,000	5,000
Land Use- Subdivisions	-	1,000	2,450	2,450
Land Use- Zoning and Architectural Review	6,757	7,500	8,075	8,075
Liquor Licenses	-	500	500	500
Short Term Rental Licenses	1,200	2,500	11,500	11,500
Special Event Permits	2,422	2,500	3,000	3,000
Special Use Permits	2,025	6,000	6,000	6,000
Road Cut Permit	-	-	-	-
Gazebo- Rentals	2,000	3,000	7,000	7,000
Pool- Admissions & Passes	-	-	5,000	5,000
Special Events- Traffic Control Fees	200	400	400	400
VIN Checks	-	75	75	75
Interest	1,010	1,500	1,000	1,000
Marshal's Department	-	-	-	-
Miscellaneous Revenue	69,494	70,000	-	-
Total Fee Revenue	<b>\$ 94,207</b>	<b>\$ 106,100</b>	<b>\$ 56,550</b>	<b>\$ 56,550</b>
<b><u>Other Revenue</u></b>				
GMF Promotional Merchandise	\$ -	\$ 30	\$ 30	\$ 30
Total Other Revenue	<b>\$ -</b>	<b>\$ 30</b>	<b>\$ 30</b>	<b>\$ 30</b>
<b>Total General Fund Revenue</b>	<b>\$ 471,958</b>	<b>\$ 642,402</b>	<b>\$ 700,678</b>	<b>\$ 700,678</b>
<b>EXPENDITURES</b>				
<b><u>Administration Department</u></b>				
<b><u>Salaries and Benefits</u></b>				
Labor- Full Time	\$ 75,746	\$ 119,440	\$ 123,023	\$ 123,023
Labor- Part Time	21,716	37,760	44,893	44,893
Labor- Health Insurance	15,787	34,708	36,443	25,667

# Town of Green Mountain Falls

## GENERAL FUND

### Budget Status Report - GAAP Basis

#### Proposed 2021 Budget

Unaudited

	August 2020 Actual	2020 Estimated	Approved 2021 Budget	Proposed Amended 2021 Budget
Labor- Employee Share Health Insurance	45	-	100	100
Labor- FICA	7,499	13,300	12,846	12,846
Labor- State Unemployment Insurance	159	200	300	300
Labor- Workman's Comp	146	500	500	500
Labor- Retirement	-	1,750	1,803	1,803
Labor- Cell Phone Stipend	-	720	720	720
Total Salaries and Benefits	<b>\$ 121,099</b>	<b>\$ 208,378</b>	<b>\$ 220,628</b>	<b>\$ 209,852</b>
<u>Operations</u>				
Insurance- Surety Bond	\$ -	\$ 500	\$ 500	\$ 200
Maintenance- Building	1,187	1,600	1,600	1,000
Publications- Code	-	3,000	3,000	3,000
Publications- Legal Notices	559	1,200	1,200	600
Supplies- Office	1,762	2,500	2,500	2,500
Training- Professional Development, Per Diem	3,611	4,000	5,000	5,000
CARES Act Expenses	27,395	30,000	-	-
Utilities- Electric	942	2,100	2,100	1,400
Utilities- Natural Gas	311	700	700	1,400
Utilities- Telephone/ Internet	729	2,500	2,500	2,500
Total Operations	<b>\$ 36,496</b>	<b>\$ 48,100</b>	<b>\$ 19,100</b>	<b>\$ 17,600</b>
<b>Total Administration Department Expenditures</b>	<b>\$ 157,595</b>	<b>\$ 256,478</b>	<b>\$ 239,728</b>	<b>\$ 227,452</b>
<u>Interdepartmental Expenditures</u>				
<u>Professional Services</u>				
Services- Audit	\$ -	\$ 6,250	6,250	6,250
Services- IT	2,166	5,000	3,500	3,500
Services- Marketing	794	2,584	2,500	2,500
Services- Professional	5,604	10,448	10,000	10,000
Services- Town Attorney	18,848	20,000	43,109	43,109
Total Professional Services	<b>\$ 27,412</b>	<b>\$ 44,282</b>	<b>\$ 65,359</b>	<b>\$ 65,359</b>
<u>Operations</u>				
Election	\$ 27	\$ 6,200	\$ -	\$ -
Fees- Annual Dues, Licenses, Memberships	1,088	3,100	3,500	1,500
Fees- Banking Charges	265	500	500	500
Fees- Payroll Processing	608	1,000	1,000	1,000
Fees- Software	9,962	10,500	10,500	10,500
Fees- Tax Collection	2,739	2,800	2,800	2,800
Insurance- Property/ Casualty Liability Premiums	16,866	17,000	21,233	21,233
Insurance- Workman's Comp- Board Members	24	150	150	150
Miscellaneous Expense/Grant Matching Funds	-	-	35,584	13,830
Transfers- Capital Improvement	-	5,000	-	-
Total Operations	<b>\$ 31,578</b>	<b>\$ 46,250</b>	<b>\$ 75,267</b>	<b>\$ 51,513</b>
<b>Total Interdepartmental Expenditures</b>	<b>\$ 58,990</b>	<b>\$ 90,532</b>	<b>\$ 140,626</b>	<b>\$ 116,872</b>
<u>Judicial Department</u>				
<u>Professional Services</u>				
Services- Professional	\$ -	\$ 1,800	\$ 1,000	\$ 1,000
Services- Prosecutor	-	3,000	1,500	1,500
Total Professional Services	<b>\$ -</b>	<b>\$ 4,800</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>
<b>Total Judicial Department Expenditures</b>	<b>\$ -</b>	<b>\$ 4,800</b>	<b>\$ 2,500</b>	<b>\$ 2,500</b>
<u>Public Safety Department</u>				
<u>Salaries and Benefits</u>				
Labor- Full Time	\$ 32,992	\$ 50,000	\$ 51,500	\$ 62,825
Labor - Part Time	-	-	-	21,760
Labor- Health Insurance	11,110	11,600	12,180	12,789
Labor- Employee Share Health Insurance	718	1,000	1,000	1,000
Labor- FICA	2,524	3,200	3,940	4,806
Labor- State Unemployment Insurance	74	100	100	100
Labor- Workman's Comp	1,161	1,500	1,500	1,500
Labor- Cell Phone Stipend	-	240	-	-
Total Salaries and Benefits	<b>\$ 48,580</b>	<b>\$ 67,640</b>	<b>\$ 70,220</b>	<b>\$ 104,780</b>

Operations

# Town of Green Mountain Falls

## GENERAL FUND

### Budget Status Report - GAAP Basis

#### Proposed 2021 Budget

Unaudited

	August 2020 Actual	2020 Estimated	Approved 2021 Budget	Proposed Amended 2021 Budget
Fees- Annual Dues, Licenses, Memberships	\$ 105	\$ 2,000	\$ 2,000	\$ 2,000
Insurance- Surety Bond	100	200	200	200
Maintenance- Vehicle	1,553	4,000	4,250	4,250
Supplies- Ammunition	255	500	500	500
Supplies- Clothing	-	1,000	1,000	1,000
Supplies- Fuel	-	3,000	3,000	2,000
Supplies- Office	-	700	700	700
Supplies- Operational	15	4,000	4,000	4,000
Training- Certifications	-	400	400	400
Training- Professional Development, Per Diem	-	2,000	2,000	2,000
Utilities- Electric	318	400	400	400
Utilities- Natural Gas	259	900	900	900
Utilities- Telephone/Internet	322	360	360	360
Total Operations	<b>\$ 2,927</b>	<b>\$ 19,460</b>	<b>\$ 19,710</b>	<b>\$ 18,710</b>
<b>Total Public Safety Department Expenditures</b>	<b>\$ 51,507</b>	<b>\$ 87,100</b>	<b>\$ 89,930</b>	<b>\$ 123,490</b>
<b><u>Parks and Recreation Department</u></b>				
<u>Parks Operations</u>				
Part time employee	\$ -	\$ -	\$ 9,768	\$ 9,768
Maintenance- Grounds	-	4,000	1,000	1,000
Services- Wildlife Mitigation	111	1,000	1,000	1,000
Supplies Operational	198	700	700	700
Utilities- Electric- Hydrant Water	899	1,000	1,000	2,000
Utilities- Electric- Gazebo	720	1,000	1,000	1,000
Total Parks Operations	<b>\$ 1,928</b>	<b>\$ 7,700</b>	<b>\$ 14,468</b>	<b>\$ 15,468</b>
<u>Pool</u>				
Labor- Part Time	\$ -	\$ -	\$ 12,000	\$ 12,000
Labor- FICA	-	-	850	850
Labor- State Unemployment Insurance	-	-	100	100
Labor- Hiring/New Employee Expenses	-	-	280	280
Maintenance- Building	-	-	-	-
Services- Inspections	-	-	130	130
Food	-	-	-	-
Supplies- Office	-	-	50	50
Supplies- Operational	-	-	300	300
Supplies- Pool Start Up Funds	-	-	120	120
Utilities- Electric	217	500	900	900
Utilities- Natural Gas	-	-	630	630
Utilities- Telephone/Internet	-	-	210	210
Utilities- Water	-	-	900	900
Total Pool	<b>\$ 217</b>	<b>\$ 500</b>	<b>\$ 16,470</b>	<b>\$ 16,470</b>
<b>Total Parks and Recreation Department Expenditures</b>	<b>\$ 2,145</b>	<b>\$ 8,200</b>	<b>\$ 30,938</b>	<b>\$ 31,938</b>
<b><u>Public Works Department</u></b>				
<u>Salaries and Benefits</u>				
Labor- Full Time	\$ 31,029	\$ 48,880	\$ 70,720	\$ 96,316
Labor- Part Time	16,062	20,280	20,000	1,310
Labor- Health Insurance	11,875	14,000	14,700	15,435
Labor- FICA	3,709	5,400	6,940	7,468
Labor- Overtime	1,390	5,000	5,000	5,000
Labor- State Unemployment Insurance	157	200	200	200
Labor- Workman's Comp	2,884	3,600	3,650	3,650
Labor- Cell Phone Stipend	-	240	-	-
Total Salaries and Benefits	<b>\$ 67,106</b>	<b>\$ 97,600</b>	<b>\$ 121,210</b>	<b>\$ 129,379</b>
<u>Operations</u>				
Equipment- Rental	\$ 100	\$ 3,000	\$ -	\$ -
Equipment- Repair and Service	905	12,500	12,500	12,500
Maintenance- Building	627	-	-	-
Maintenance- Roads	2,021	39,139	40,689	40,689
Maintenance- Vehicle	1,431	4,000	4,000	4,000
Supplies- Fuel	3,363	6,300	6,300	6,300
Supplies- Office	237	300	300	300
Supplies- Operational	1,593	3,000	1,600	1,600
Supplies- Clothing	49	200	-	-

# Town of Green Mountain Falls

## GENERAL FUND

### Budget Status Report - GAAP Basis

#### Proposed 2021 Budget

Unaudited

	August 2020 Actual	2020 Estimated	Approved 2021 Budget	Proposed Amended 2021 Budget
Tools	217	500	250	250
Training- Certifications	-	650	-	-
Training- Professional Development, Per Diem	-	450	-	-
Recovery	-	-	-	-
Utilities- Electric	1,534	3,000	3,000	3,000
Utilities- Natural Gas	472	900	900	900
Utilities- Telephone/Internet	74	1,500	1,500	1,500
Utilities- Trash	805	1,100	1,100	1,100
Utilities- Electric- Street Lights	1,112	6,200	6,200	-
Total Operations	\$ 14,540	\$ 82,739	\$ 78,339	\$ 72,139
<b>Total Public Works Department Expenditures</b>	<b>\$ 81,646</b>	<b>\$ 180,339</b>	<b>\$ 199,549</b>	<b>\$ 201,518</b>
<b>Total Expenditures</b>	<b>\$ 351,883</b>	<b>\$ 627,449</b>	<b>\$ 703,271</b>	<b>\$ 703,770</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<b>\$ 120,075</b>	<b>\$ 14,953</b>	<b>\$ -</b>	<b>\$ -</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfer to Capital Improvement Fund	\$ -	\$ (15,000)	\$ (96,000)	\$ (96,000)
<b>Total Other Financing Sources (Uses)</b>	<b>\$ -</b>	<b>\$ (15,000)</b>	<b>\$ (96,000)</b>	<b>\$ (96,000)</b>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ 120,075</b>	<b>\$ (47)</b>	<b>\$ (96,000)</b>	<b>\$ (96,000)</b>
<b>FUND BALANCE - BEGINNING</b>	<b>\$ 423,572</b>	<b>\$ 423,572</b>	<b>\$ 423,525</b>	<b>\$ 423,525</b>
<b>FUND BALANCE - ENDING</b>	<b>\$ 543,647</b>	<b>\$ 423,525</b>	<b>\$ 327,525</b>	<b>\$ 327,525</b>

# Town of Green Mountain Falls

## CAPITAL IMPROVEMENT FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	August 2020 Actual	2020 Estimated	Approved 2021 Budget	Proposed Amended 2021 Budget
<b>REVENUE</b>				
<b><u>Intergovernmental Revenue</u></b>				
Capital- Block Grants- El Paso County	\$ -	\$ 24,000	\$ -	\$ -
Capital- Pikes Peak Rural Transportation Authority	-	157,341	151,306	151,306
Capital- State Grants- Dept of Natural Resources	-	9,000	-	-
Capital- State Grants- DOLA 2 (Flood Recovery)	-	128,265	84,392	84,392
Capital- State Grants- DOLA 3 (Planning Code Re-Write)	-	25,000	25,000	25,000
Capital-Kirkpatrick Family Foundation (Planning Code Re-Write)	-	45,000	45,000	45,000
Capital-Kirkpatrick Family Foundation (Comprehensive Signage & Parking)	-	30,000	30,000	30,000
Total Intergovernmental Revenue	<u>\$ -</u>	<u>\$ 418,606</u>	<u>\$ 335,698</u>	<u>\$ 335,698</u>
<b><u>Other Revenue</u></b>				
Capital- Bank Interest	\$ -	\$ 2,100	\$ 2,100	\$ 2,100
*Capital- Donations- Monies	-	99,000	-	-
Total Other Revenue	<u>\$ -</u>	<u>\$ 101,100</u>	<u>\$ 2,100</u>	<u>\$ 2,100</u>
<b>Total Revenue</b>	<u>\$ -</u>	<u>\$ 519,706</u>	<u>\$ 337,798</u>	<u>\$ 337,798</u>
<b>EXPENDITURES</b>				
<b><u>Capital Outlay (from General Fund)</u></b>				
<b><u>Capital Outlay</u></b>				
Capital- Administrative Infrastructure (Planning Code Re-write)	\$ -	\$ 70,000	\$ 70,000	\$ 70,000
Capital- Fire Mitigation	-	16,500	16,954	22,254
Capital- Repairs- Park	-	55,000	10,600	10,600
Capital- Repairs- Roads and Infrastructure	2,492	-	-	-
Belvidere Widening/ Overlay	-	91,341	-	-
Maple St Bridge	-	73,000	42,196	42,196
Midland Culvert	-	73,000	42,196	42,196
Stilling Basins	-	66,000	151,306	151,306
Comprehensice Signage and Parking Project	-	30,000	30,000	30,000
<b>Total Expenditures</b>	<u>\$ 2,492</u>	<u>\$ 474,841</u>	<u>\$ 363,252</u>	<u>\$ 368,552</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ (2,492)</u>	<u>\$ 44,865</u>	<u>\$ (25,454)</u>	<u>\$ (30,754)</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
Capital- Transfer from Conservation Trust Fund	\$ -	\$ 8,500	\$ 8,500	\$ 8,500
Capital- Transfer from General Fund	-	15,000	96,000	96,000
<b>Total Other Financing Sources (Uses)</b>	<u>\$ -</u>	<u>\$ 23,500</u>	<u>\$ 104,500</u>	<u>\$ 104,500</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING SOURCES (USES)</b>	<u>\$ (2,492)</u>	<u>\$ 68,365</u>	<u>\$ 79,046</u>	<u>\$ 73,746</u>
<b>FUND BALANCE - BEGINNING</b>	<u>\$ 1,468</u>	<u>\$ 1,468</u>	<u>\$ 69,833</u>	<u>\$ 69,883</u>
<b>FUND BALANCE - ENDING</b>	<u>\$ (1,024)</u>	<u>\$ 69,833</u>	<u>\$ 148,879</u>	<u>\$ 143,629</u>

# Town of Green Mountain Falls

## CONSERVATION TRUST FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2021 Budget

Unaudited

	August 2020 Actual	2020 Estimated	Proposed 2021 Budget	Proposed Amended 2021 Budget
<b>REVENUE</b>				
<b><u>Intergovernmental Revenue</u></b>				
CTF- Lottery Proceeds	\$ 4,396	\$ 8,800	\$ 8,500	\$ 8,500
Total Intergovernmental Revenue	<u>\$ 4,396</u>	<u>\$ 8,800</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>
<b><u>Other Revenue</u></b>				
CTF- Bank Interest	\$ 6	\$ 10	\$ 25	\$ 25
Total Other Revenue	<u>\$ 6</u>	<u>\$ 10</u>	<u>\$ 25</u>	<u>\$ 25</u>
<b>Total Conservation Trust Fund Revenue</b>	<u>\$ 4,402</u>	<u>\$ 8,810</u>	<u>\$ 8,525</u>	<u>\$ 8,525</u>
<b>EXPENDITURES</b>				
<b><u>Parks and Recreation</u></b>				
<u>Parks and Recreation</u>				
CTF- Parks and Recreation Projects Labor	\$ -	\$ 8,500	\$ 8,500	\$ 8,500
Total Parks and Recreation Expenditures	<u>\$ -</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>
<b>Total Expenditures</b>	<u>\$ -</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>	<u>\$ 8,500</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b>	<u>\$ 4,402</u>	<u>\$ 310</u>	<u>\$ 25</u>	<u>\$ 25</u>
<b><u>OTHER FINANCING SOURCES (USES)</u></b>				
CTF- Transfer to Capital Improvement Fund	\$ -	\$ (8,500)	\$ (8,500)	\$ (8,500)
Total Other Financing Sources (Uses)	<u>\$ -</u>	<u>\$ (8,500)</u>	<u>\$ (8,500)</u>	<u>\$ (8,500)</u>
<b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES</b>	<u>\$ 4,402</u>	<u>\$ (8,190)</u>	<u>\$ (8,475)</u>	<u>\$ (8,475)</u>
<b>FUND BALANCE - BEGINNING</b>	<u>\$ 10,705</u>	<u>\$ 10,705</u>	<u>\$ 10,705</u>	<u>\$ 10,705</u>
<b>FUND BALANCE - ENDING</b>	<u>\$ 15,107</u>	<u>\$ 2,515</u>	<u>\$ 2,230</u>	<u>\$ 2,230</u>

## **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 30<sup>th</sup>, 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 15<sup>th</sup> of the month. Failure to provide disbursements/payments to the Town on time shall incur a 5% per annum interest daily.

#### 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 Queries:

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. Interstate will verify eligibility of employment through the Department of Homeland Security I-9 form, and each prospective hire will be contingent upon completion of a favorable criminal background and drug screening. 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 (within 30 minutes of a notification from a resident, during managed parking operational hours) all queries by patrons of the Parking Facilities pursuant to a protocol to be agreed upon by Interstate and the Town.

4.5 Interstate agrees to provide a monthly log of queries received and how each was resolved. Any reporting of queries shall be in writing, and shall be investigated by Interstate, and be resolved as founded or unfounded. Unfounded queries are not to be used against any employee as a reason for discipline. Interstate will respond to queries within 24 hours. .

4.6 Interstate agrees to provide adequate staffing for managing parking in Green Mountain Falls, and to meet the performance measures set forth throughout this Parking Services Agreement.

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 during the Summer months (May 1 – August 31 annually) between the hours of 7 a.m. to 5 p.m. during each day.

7. Maintenance:

7.1 Interstate shall maintain the Parking Facilities operating equipment and parking signage and any other Interstate installations cosmetically appealing and in good 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. The Town reserves the right to bill Interstate at the rate of \$50 per hour for maintenance and/or upkeep of Interstate operating equipment and parking signage plus the cost of equipment, equipment parts, and/or signage, if necessary to keep the operating equipment and parking signage cosmetically appealing and in good working order if not rectified by Interstate after notification from the Town

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, automobile 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, queries, 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](mailto: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](mailto: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](mailto: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](mailto: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, removal, repairs and replacements, software support and upgrades as needed, and upon removal of installations costs to return the space/areas to their original appearance luster and condition.
- (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, which are to be determined and communicated to Interstate by the Town prior to the start of each season.

## 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 e mail 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



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

## Special Events Permit Application

Title of Event: July 4th Block Party  
Organization Name: Green Box Arts  
Organization Contact Name: Jesse Strope  
Phone: 405-760-1094 Email: jessestrope@yahoo.com  
Dates of Proposed Event: 7.4.21 Start Time: \* 7pm End Time: 9pm  
Anticipated Number of Attendees: 200  
Request for Town utilities: Electric ☒ Water ☐ Gas ☐  
Description of the event: BAND Performance at Farmstand  
Type of audio/visual equipment proposed: Sound System and lighting

### Office Use:

Board Approval Date: \_\_\_\_\_

State Special Event Liquor License Approval Date: \_\_\_\_\_

Valid Liability Insurance will be submitted by: \_\_\_\_\_

Final fee assessment will be paid by: \_\_\_\_\_

Board of Trustees conditions for permit: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Event Permit Fee: \_\_\_\_\_

Traffic Control Fee: \_\_\_\_\_

Additional fees: \_\_\_\_\_

\* 4pm street closure and set up.

## Special Event Permit Checklist

Thank you for considering historic Green Mountain Falls for your upcoming event. Any short-term activity that has the potential to impact public property or services must be permitted. Applications can be submitted up to twelve (12) months prior to an event, **but no later than sixty (90) days prior to the special event date. Updated liability insurance and final fees are due thirty (30) days prior to event.**

1. Completed Special Event Permit Application Form, signed and dated
  2. Consent and General Release Form, signed and dated
  3. Event details
    - a. Security (not provided by GMF)
    - b. Trash plan
    - c. Traffic plan
  4. Certificate of Liability Insurance
  5. Site plan sketch showing the proposed location of the following:
    - a. Street closures and barricades
    - b. Parking
    - c. Trash/recycling bins
    - d. Restrooms
    - e. Food, beverage, retail vendors
    - f. Signage
    - g. Audio/visual equipment
  6. State of Colorado Special Event Liquor License Application with required documents
  7. Applicable fees. Refer to Fee Schedule.
- 

The undersigned representative of \_\_\_\_\_ (organization) in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for \_\_\_\_\_ (event title/date of event), does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death of any participant or spectator, while in or on the premises of any public property within the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that

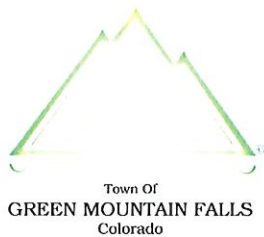
- all participants and spectators must obey all regulations, laws, and ordinances of the Town of Green Mountain Falls, including but not limited to §7-54; §7-103; 10-273; §11-97
- he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls
- understands both documents and signs this agreement voluntarily.

Signature of Applicant: \_\_\_\_\_

*Gene Struge*

Date: \_\_\_\_\_

*4/28/21*



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

## Special Events Permit Application

Title of Event: July 10<sup>th</sup> Block Party  
Organization Name: Green Box Arts  
Organization Contact Name: Jesse Stroope  
Phone: 405-760-1094 Email: jessestroope@yahoo.com  
Dates of Proposed Event: 7-10-21 Start Time: 7pm End Time: 9pm  
Anticipated Number of Attendees: 200  
Request for Town utilities: Electric — Water — Gas —  
Description of the event: Band performance at Farm stand  
Type of audio/visual equipment proposed: sound system and lighting

### Office Use:

Board Approval Date: \_\_\_\_\_

State Special Event Liquor License Approval Date: \_\_\_\_\_

Valid Liability Insurance will be submitted by: \_\_\_\_\_

Final fee assessment will be paid by: \_\_\_\_\_

Board of Trustees conditions for permit: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Event Permit Fee: \_\_\_\_\_

Traffic Control Fee: \_\_\_\_\_

Additional fees: \_\_\_\_\_

\* 4pm street closure and set up.

## Special Event Permit Checklist

Thank you for considering historic Green Mountain Falls for your upcoming event. Any short-term activity that has the potential to impact public property or services must be permitted. Applications can be submitted up to twelve (12) months prior to an event, **but no later than sixty (90) days prior to the special event date. Updated liability insurance and final fees are due thirty (30) days prior to event.**

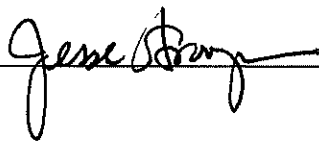
1. Completed Special Event Permit Application Form, signed and dated
  2. Consent and General Release Form, signed and dated
  3. Event details
    - a. Security (not provided by GMF)
    - b. Trash plan
    - c. Traffic plan
  4. Certificate of Liability Insurance
  5. Site plan sketch showing the proposed location of the following:
    - a. Street closures and barricades
    - b. Parking
    - c. Trash/recycling bins
    - d. Restrooms
    - e. Food, beverage, retail vendors
    - f. Signage
    - g. Audio/visual equipment
  6. State of Colorado Special Event Liquor License Application with required documents
  7. Applicable fees. Refer to Fee Schedule.
- 

The undersigned representative of \_\_\_\_\_ (organization) in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for \_\_\_\_\_ (event title/date of event), does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death of any participant or spectator, while in or on the premises of any public property within the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that

- all participants and spectators must obey all regulations, laws, and ordinances of the Town of Green Mountain Falls, including but not limited to §7-54; §7-103; 10-273; §11-97
- he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls
- understands both documents and signs this agreement voluntarily.

Signature of Applicant: \_\_\_\_\_



Date: \_\_\_\_\_

4/28/21



Red line represents the portion of town property to be used and closed to vehicular traffic at 4pm.  
Cones and traffic closure requested from public works.



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

## Special Events Permit Application

Title of Event: 1ST ANNUAL GREEN MOUNTAIN FALLS CAR SHOW

Organization Name: ACE ENTERTAINMENT, LLC

Organization Contact Name: MARIANO NANNINI, JR. "JR"

Phone: 719-210-0013 Email: jnannini@gmail.com

Dates of Proposed Event: 17 JUL 21 Start Time: 0600 End Time: 1700

Anticipated Number of Attendees: 1200-1500 (200 CARS MAX)

Request for Town utilities: Electric X Water \_\_\_\_\_ Gas \_\_\_\_\_

Description of the event: CAR SHOW AROUND LAKE

Type of audio/visual equipment proposed: DJ. PLAYING MUSIC FROM GAZEBO

### Office Use:

Board Approval Date: \_\_\_\_\_

State Special Event Liquor License Approval Date: \_\_\_\_\_

Valid Liability Insurance will be submitted by: \_\_\_\_\_

Final fee assessment will be paid by: \_\_\_\_\_

Board of Trustees conditions for permit: \_\_\_\_\_

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Event Permit Fee: \_\_\_\_\_

Traffic Control Fee: \_\_\_\_\_

Additional fees: \_\_\_\_\_

## Special Event Permit Checklist

Thank you for considering historic Green Mountain Falls for your upcoming event. Any short-term activity that has the potential to impact public property or services must be permitted. Applications can be submitted up to twelve (12) months prior to an event, **but no later than sixty (90) days prior to the special event date. Updated liability insurance and final fees are due thirty (30) days prior to event.**

1. Completed Special Event Permit Application Form, signed and dated
2. Consent and General Release Form, signed and dated
3. Event details
  - a. Security (not provided by GMF)
  - b. Trash plan
  - c. Traffic plan
4. Certificate of Liability Insurance
5. Site plan sketch showing the proposed location of the following:
  - a. Street closures and barricades
  - b. Parking
  - c. Trash/recycling bins
  - d. Restrooms
  - e. Food, beverage, retail vendors
  - f. Signage
  - g. Audio/visual equipment
6. State of Colorado Special Event Liquor License Application with required documents
7. Applicable fees. Refer to Fee Schedule.

The undersigned representative of ACE ENTERTAINMENT, LLC (organization) in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for 1st Annual Green Mountain Falls Cal State / 17 JUL 21 (event title/date of event), does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death of any participant or spectator, while in or on the premises of any public property within the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that

- all participants and spectators must obey all regulations, laws, and ordinances of the Town of Green Mountain Falls, including but not limited to §7-54; §7-103; 10-273; §11-97
- he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls
- understands both documents and signs this agreement voluntarily.

Signature of Applicant: \_\_\_\_\_

MARIANO NARDIN, JR.

Date: 20 MAY 21

NOTE: REQUEST A REDUCTION OR WAIVING OF EVENTS FEES  
BE GRANTED IF AT ALL POSSIBLE FOR THIS INAUGURAL  
EVENT.



To: Board of Trustees

From: GMF Staff, Zach Trainor

Date: May 28, 2021

Re: Resolution 2021-10, Consideration of and Recommendation to the Board of Trustees on a Memorial Bench and Brick Program

GMF Staff presented Resolution 2021-10 Consideration of and Recommendation to the Board of Trustees on a Memorial Bench and Brick Program during the 5.11.2021 Planning Commission meeting. Staff also presented policies and ideas from other similar programs around Colorado. After presentation and discussion, the Planning Commission made and passed a motion to forward a recommendation to the Board of Trustees that the policy include a standard that there be the option for the Planning Commission to review and approve a memorial bench or brick if the application proposes using a style or material that is outside of approved choices.

Point number 9 was added to the policy, which reads “If an applicant requests a bench or brick that is not an approved style or material, the application will go to the Planning Commission for review and approval”.

**RESOLUTION NO. 2021-10**

**TITLE:       A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN  
OF GREEN MOUNTAIN FALLS, COLORADO ADOPTING A  
MEMORIAL BENCH AND BRICK POLICY**

**WHEREAS**, the Town has received requests for memorial benches and memorial bricks from individuals desiring to have such benches and bricks placed on Town property to commemorate loved ones in the Town;

**WHEREAS**, the Board of Trustees has identified a need to create a memorial bench and brick policy so memorial benches and bricks can be purchased to memorialize a loved one on Town property; and

**WHEREAS**, the Board of Trustees, together with Town staff, has established rules governing the purchase and location of memorial benches and bricks on Town property.

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

Section 1.     The Memorial Bench and Memorial Brick Policy, attached hereto as **Exhibit A**, is hereby adopted as the memorial bench and brick policy for the Town.

INTRODUCED, READ and PASSED this \_\_\_\_ day of Month, 2021.

TOWN OF GREEN MOUNTAIN FALLS,  
COLORADO

\_\_\_\_\_  
Jane Newberry, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
Matthew Gordon, Town Clerk



## Town of Green Mountain Falls

### **Memorial Bench and Memorial Brick Policy**

Members of the public may apply to the Town for placement of a memorial bench or memorial brick at several locations throughout the Town, including the Gazebo Lake Park. Anyone wishing to donate a memorial bench or brick must submit a completed and signed application to the Town Clerk on a form provided by the Town. Following receipt of an application, the Town will contact the applicant to discuss potential locations, and whether the applicant wishes to move forward with the donation based on this discussion. The following conditions apply:

1. The cost of a memorial bench or brick shall be set by the Board of Trustees by resolution, and shall be included on the Town's fee schedule. Cost of a memorial bench shall include the bench, a 4" x 6" bronze plaque with up to a maximum of three lines of text, a concrete pad, and installation. Costs of a memorial brick shall include a standard brick approximately 3-5/8" x 2-1/4" x 8" and up to a maximum of two lines of engraved text, and installation. Only the Town or an approved contractor of the Town may install memorial benches or bricks. The Town may provide for several bench or brick styles or materials when setting the fee for a memorial bench or brick.
2. Applicants may request a specific location for a memorial bench or brick in the Town, but ultimate placement shall be at the sole discretion of the Town Public Works Department, in consultation with the Town Manager.
3. No application will be finally approved until payment for the memorial bench or memorial brick is received by the Town. The Town reserves the right to accept or decline any application without stated reason.
4. Once a memorial bench or brick has been ordered for a particular approved application, the payment is nonrefundable.
5. All memorial bench and brick donations are subject to park rules established by the Town.
6. Memorial benches and bricks are owned and maintained by the Town. Memorial benches or bricks will not be replaced at the Town's expense in event of total loss due to vandalism, natural events, or accidents. In such event, donors of a memorial bench or bricks, or family of those commemorated by the memorial bench or brick, may arrange with the Town for repair or replacement at the donor or family's expense.
7. The Town reserves the right to move or remove a memorial bench or brick at its sole discretion in the event of design modifications made to Town property, or if the Town determines if a bench or brick is no longer usable or has reached the end of its useful life. In the event of removal, the Town may make reasonable efforts to return the memorial bench, plaque, or brick to the donor or family of the person commemorated by the bench or brick but shall be under no obligation to do so.
8. Submittal of a memorial bench or brick application is an acknowledgement of this policy.

9. If an applicant requests a bench or brick that is not an approved style or material, the application will go to the Planning Commission for review and approval.

To: Town of Green Mountain Falls Town Manager

From: Dan Battin

Subject: Proposed Iona Mitigation Tree Assessment Funding

CC: Fire Mitigation Advisory Committee

I am a new member of the Fire Mitigation Advisory Committee. I have been tasked with planning fuels mitigation projects on GMF owned property. Other committee members and I will be collaborating with organizations like Coalition for the Upper South Platte (CUSP), Colorado Springs Utilities (CSU), Division of Fire Prevention and Control (DFPC), Colorado State Forest Service (CSFS), etc...

The first project we the committee have proposed is along Iona Ave. One of the initial steps in planning this mitigation project is to assess the health of the trees to be removed. This is important because if the trees are "beetle kill", added measures will need to be taken to mitigate the spread of the beetles. This step will educate us as to the potential total cost, and thus the viability of the project.

I have reached out to Steve Rudolph. Steve is a CSFS forester out of Woodland Park. The fee for CSFS to assess the project is \$74.00/hr. I estimate the Iona project assessment should take no longer than 4 hours and estimate the cost of the assessment at \$300.

With that in mind, I am requesting a maximum of \$500 be made available to fund the Iona mitigation project tree mortality assessment. The additional funds over \$300 are being requested on the chance that this assessment will take longer than I have estimated.

Please contact me with any questions or concerns you may have.

Dan Battin

303 594 8844

dubattin11@gmail.com

# PROPERTY OWNER COST SHARE AGREEMENT



Box 726  
40 Cherokee Ave  
Lake George, Colorado 80827  
T 719.748.0033 F 719.302.2852  
E [michelle@cusp.ws](mailto:michelle@cusp.ws)



**Date:** 4/23/2020 **amended to 5/19/2021**

**Attention:** ~~Julia Simmons~~ & Angie Sprang

**Project title:** Green Mountain Falls- Fuels Reduction

**Project description:** Thomas Trail

**Name:** Town of Green Mountain Falls

**Physical Address:** 1061 Green Mountain Falls Rd, Green Mountain Falls, CO 80819

**Mailing Address:** P.O. Box 524

10615 Unit B – Green Mountain Falls Rd

Green Mountain Falls, CO 80819

**Email:** ~~planner@gmfco.us (Julia Simmons)~~, [manager@gmfco.us](mailto:manager@gmfco.us) (Angie Sprang)

**Phone:** 719-684-9414

## 1. COST SHARE BUDGET

DESCRIPTION	Quantity	UNIT PRICE	COST
OWNER CASH MATCH	5 days	\$1,600.00/day (60% to owner)	\$4,800.00
OWNER IN-KIND MATCH			
CUSP SHARE	5 days	\$1,600.00/ day (40% to CUSP)	\$ 3,200.00
TOTAL	5 days	\$1,600.00/day	\$8,000.00



**THIS AGREEMENT** is made on

\_\_\_05/05/2020\_\_\_ **Amended to 5/19/2021**\_\_\_

**BETWEEN** the Town of Green Mountain Falls (the "Property Owners"); and

2. **The Coalition for the Upper South Platte ("CUSP"), a Colorado 501(c) 3 not-for-profit organization of Colorado, USA**, collectively referred to as the "Parties".

### **1.1 RECITALS**

The Property Owner wishes to be provided with the Services (defined below) by CUSP and CUSP agrees to provide the Services to the Property Owner under the terms and conditions of this Agreement. The property owner agrees to provide the Services defined below.

### **1.2 SERVICES**

CUSP shall provide the following services ("Services") to the Property Owner in accordance with the terms and conditions of this Agreement:

1. *CUSP HAS AGREED TO PROVIDE COST SHARE FUNDING FOR WORK PROPOSED, NOT TO EXCEED AMOUNT REPRESENTED ABOVE.*
2. *CUSP WILL PROVIDE PROJECT SUPERVISION, GUIDANCE, CONTRACT FACILITATION AND OVERALL PROJECT MANAGEMENT DURING THE DURATION OF THIS PROJECT*

The Property Owner agrees to:

1. *PAY THE AMOUNT IDENTIFIED IN COST SHARE BUDGET (OWNER SHARE / OWNER IN-KIND SHARE)*

**1.3 DELIVERY OF THE SERVICES** For the purposes of this agreement Services will be provided directly by CUSP staff with forest contract work being provided by "CONTRACTOR" listed below. The contractor name is added only as a reference to this agreement and is NOT a party to this agreement unless otherwise noted.

1. **CUSP Contract Manager –**  
Michelle Connelly  
[michelle@cusp.ws](mailto:michelle@cusp.ws)  
719-649-2402
2. **CUSP Project Manager –**  
Michelle Connelly and  
Adrian Knight- [adrian@cusp.ws](mailto:adrian@cusp.ws), 719-510-6668



### **3. Contractor -**

State Wildland Inmate Fire Team (SWIFT), Canon City

## **2. INSURANCE / COMPLIANCE WITH THE LAW**

During the entire term of the Project, CUSP and Property Owner/Representative will adhere to all applicable legal requirements of Federal, State, and Local entities. During the entire term of Project, CUSP and the selected CONTRACTOR will maintain insurance in at least the following minimum amounts and classifications: *(Please note – if the Contractor is not under contract with CUSP, we can not ensure that the contractor carries the following Insurance coverage).*

### Workers' Compensation/ Employer's Liability

Not less than that required by statute

### Comprehensive General Liability (including blanket contractual liability insurance):

Bodily Injury               \$ 500,000 each person; \$1,000,000 each occurrence

Property damage       \$ 600,000

General aggregate      \$ 2,000,000

### Comprehensive Automobile Liability

Bodily Injury               \$ 500,000 each person; \$1,000,000 each occurrence

Property damage       \$ 600,000

## **3. INDEMNIFICATION**

CUSP agrees to indemnify and hold harmless the Property Owner and its officers, insurers, volunteers, representatives, 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 or the Scope of Services 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 CUSP, any subcontractor of CUSP, or any officer, employee, representative, or agent of CUSP, or which arise out of any worker's compensation claim of any employee of CUSP or of any employee of any subcontractor of CUSP. CUSP'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 CUSP, any subcontractor of Contractor, or any officer, employee, representative, or agent of CUSP or of any subcontractor of CUSP.

#### **4. PAYMENT TERMS**

4.1 The Town of Green Mountain Falls WILL REMIT PAYMENT TO CUSP UPON COMPLETION OF ALL REQUIREMENTS AND APPROVAL BY CUSP PROJECT MANAGER.

4.2 CUSP shall invoice the Property Owner for the Services that it has provided and the Property Owner shall pay CUSP within 30 days. The method of payment to CUSP shall be by:

1. Check sent or delivered to:

Coalition for the Upper South Platte  
P.O. Box 726  
40 Cherokee Avenue  
Lake George, CO 80827

2. Credit card payment through CUSP (contact Joy @ 719-748-0033)

Total Cost the Property Owner agrees to remit to CUSP upon completion of work identified within the attached Scope of Work - Up to \$5,000.00

#### **5. GENERAL TERMS**

5.1 – This agreement commences on the date of the last signature. Parties agree that this agreement will remain in force until (end date) 4/1/2021 **Amended to 6/15/2021**. If project is not completed by the end date, parties will be required to draft an amended Cost Share Agreement or void this agree-ment.

5.2 - This Cost Share Agreement, a binding and singular contract, represents the amount of which the Property Owner and CUSP agree to remit for services provided upon successful completion of the Project described herein.

#### **6. NOTICES**

6.1 - Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered in writing, by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party.

6.2 - Any changes to the Scope of Work and/or prescription must be made in writing and mutu-

ally accepted by the Parties. If this occurs, revised cost share amounts may be necessary and will be discussed prior to agreement on this Cost Share Agreement.

## **7. MISCELLANEOUS**

7.1 - The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

7.2 - If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

7.3 - Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

7.4 - This Agreement constitutes the entire understanding between the Parties relating to this project.

7.5 - Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to funding limitations, acts of god or nature, war, civil commotion or industrial dispute. If such delay or failure continues for at least 30 days, either party may terminate this Agreement by notice in writing to the other.

7.6 - If partial work under this agreement has been completed, parties are held to all general terms and payment terms of this agreement on pro-rated basis.

7.7. Governmental Immunity. Property Owner, 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 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 Property Owner and its officers or employees.

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

## **8. ATTACHMENTS**

Scope of Work with map are included with this document

## **9. SIGNATURES**

By signing below I agree to and understand fully the Scope of Work, financial and time commitments and additional terms of this Agreement.

Property Owner (s) / Legal Representative

Name: **Angie Sprang** / ~~Julia Simmons~~

Signature: Angie Sprang Date: 05/15/2020

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

For the Coalition for the Upper South Platte

Name: **Michelle Connelly**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Attachments –**

### **Scope of Work / Task Order**

**Property location:** Thomas Trail

**Property description:** Work site is town owned property south of Hondo Ave along Thomas trail. Property is covered with dense conifer stands. Dwarf mistletoe is present in Douglas fir and ponderosa pine. North facing slope with mostly moderate to steep grades.

**Total acres:** 25

**Acres to be treated:** TBD

**Forest information:** Douglas fir, ponderosa pine, limber pine, aspen

**Existing stand information:** Dwarf mistletoe is present in Douglas fir and ponderosa pine.

**Management approach:** Dry mixed conifer restoration Smaller diameter trees will be removed around larger diameter ponderosa pine and Douglas fir trees. Openings will be created by removing “dog hair” trees. Where aspen stands are present, conifers will be removed to reduce competition for the aspen stand. Focus is to create openings in canopy and reduce vertical and horizontal continuity.

Trees that show signs of mistletoe infestation will be targeted for removal. In areas where removing all mistletoe infested trees is not feasible, trees will be removed to create spacing around infested trees so that mistletoe cannot spread to healthy trees.

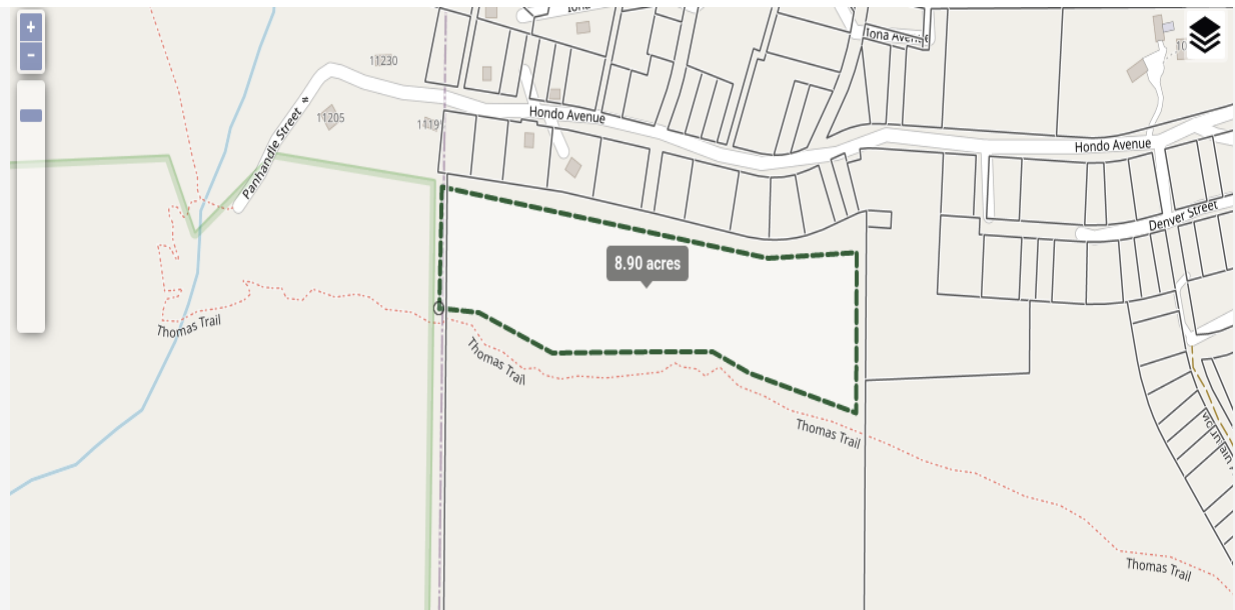
**Slash and forestry by-product management:** Slash will be lopped and scattered to a depth of less than 12 inches. Due to the high traffic of the hiking trail, slash will be lopped neatly. Boles



will be cut into moveable sized pieces to be used as firewood or to line Thomas trail. Wood will be stacked in areas so that it can be carried out of the site.

In areas that could be negatively impacted by erosion, boles will be placed perpendicular to the slope to act as log erosion barriers. Logs that are placed as log erosion barriers will be secured in place to prevent logs rolling into homes downslope.

**Maps and pictures:**



**Property Owner Signature:**

I agree to the management proposed within Scope of Work

Angie Sprang (Property Owner or Representative)

05/15/2020 (Date)