



Town of Green Mountain Falls
Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday, July 7, 2020 at 7:00 p.m.

Online Meeting ONLY*. Join the Zoom Meeting by clicking on the following link: <https://us02web.zoom.us/j/88197795078?pwd=NDRoM3F3QnZpemR2Z1VKRWlHazNpQT09>
Meeting ID: 881 9779 5078 Password: 333777

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

REGULAR MEETING:

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. 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 concerning El Paso Trail road maintenance and trail development and access issues.
4. CONSENT AGENDA
 - a. Bring into record Accounts Payables for June 16 thru July 7, 2020
 - b. Approve Board of Trustees Meeting Minutes from June 2, 2020
 - c. Approve Board of Trustees Meeting Minutes from June 16, 2020
 - d. Kirkpatrick Family Fund Grant Award Acceptance: Comprehensive Signage & Parking Plan \$35k, and Planning Code Re-write \$45k
 - e. Town Clerk Job description and posting on the website
5. NEW BUSINESS
 - a. Resolution No. 2020-12 A Resolution of the Town of Green Mountain Falls Colorado, Ratifying an Agreement and Quitclaim Deed Between the City of Colorado Springs and the Town of Green Mountain Falls
 - b. Advisory Board membership application
 - i. Work Proposal
6. OLD BUSINESS
 - a. Public Hearing and Final Adoption of Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions
 - b. Trails & Trails Committee Discussion
 - i. Resolution 2020-13 A Resolution of the Town of Green Mountain Falls, Colorado ordering that the Trails Committee Advisory Board suspend all meeting and activity.
 - ii. Resolution 2020-14 A Resolution of the Town of Green Mountain Falls, Colorado direction the Town Manager to close all trails and trailheads in the Town due to COVID-19 health concerns.
 - c. Summer of Good Neighbors Update
 - d. DOLA Flood Recovery Projects: Water on Mars – GMF Contract & Andre Bracken, Engineer, Project Management Contract
7. PUBLIC INPUT: 3 Minutes per speaker
8. CORRESPONDENCE
9. REPORTS
10. ADJOURN

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

Town of Green Mountain Falls
Vendor Invoices Journal
from June 01, 2020 to June 30, 2020

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Total
1-00-00-2000 General-Accounts Payable						
06/01/2020	2020-5	frommcompanyllc	Fromm & Company, LLC	1-10-02-5113	General-Administration-Operations-Services - Professional	\$ 708.00
06/01/2020	6/1/2020	araizeinc	Araize INC.	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 135.00
06/02/2020	90598777	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	\$ 133.24
06/03/2020	0276516-6.3.202	Comast	Comcast	<SPLIT>	<SPLIT>	\$ 149.85
06/03/2020	90598872	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	\$ 15.98
06/04/2020	90590977	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	\$ 8.09
06/05/2020	505769479001	officedepotinc	Office Depot, Inc.	1-10-02-5129	General-Administration-Operations-Supplies - Office	\$ 369.99
06/05/2020	90599139	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	\$ 8.09
06/05/2020	90599629	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	\$ 17.38
06/08/2020	51-6/8/2020	blackhills	Black Hills Energy	1-40-03-5201	General-Public Safety-Utilities-Utilities - Natural Gas	\$ 29.19
06/08/2020	80005	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 193.85
06/10/2020	05-6/8/2020	blackhills	Black Hills Energy	1-70-03-5201	General-Public Works-Utilities-Utilities - Natural Gas	\$ 18.84
06/10/2020	20058408	Pinnacol	Pinnacol Assurance	<SPLIT>	<SPLIT>	\$ 527.00
06/10/2020	24-6/8/2020	blackhills	Black Hills Energy	1-10-03-5201	General-Administration-Utilities-Utilities - Natural Gas	\$ 25.30
06/10/2020	6/10/2020	springsit	Springs IT	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 128.00
06/10/2020	90599493	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	\$ 10.71
06/16/2020	90600015	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	\$ 133.06
06/16/2020	90600042	foxworthgalbrai	Foxworth-Galbraith Lumber Co.	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	\$ 10.62
06/17/2020	80109	FlairData	Flair Data Systems DBA	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	\$ 80.00
06/19/2020	04-6.19.20	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	\$ 72.71
06/19/2020	25-6.19.20	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	\$ 58.84
06/19/2020	35-6.19.20	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	\$ 54.35
06/19/2020	37-6.19.20	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	\$ 24.68
06/19/2020	57-6.19.20	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	\$ 105.20
06/19/2020	78-6.19.20	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	\$ 18.12
06/19/2020	82-6.19.20	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	\$ 133.97
06/19/2020	INV26777939	zoomvideocommun	Zoom Video Communications Inc	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	\$ 29.98
06/23/2020	1860005200	wilsoncompany	Wilson & Company	2-10-00-5708	Capital Improvement-Administration-Capital Repairs - Roads	\$ 534.00
06/23/2020	INV 0036405	CEBT	CEBT	<SPLIT>	<SPLIT>	\$ 4,506.00
06/25/2020	104156	chiefpetroleum	Chief Petroleum	1-70-02-5128	General-Public Works-Operations-Supplies - Fuel	\$ 765.62
06/25/2020	17387	springsit	Springs IT	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	\$ 240.00
06/27/2020	6/27/2020	kylerrein	Kyle Rein	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	\$ 600.00
06/29/2020	0677549-2517-9	WasteM	Waste Management	1-70-03-5205	General-Public Works-Utilities-Utilities - Trash	\$ 100.67
Total For 1-00-00-2000 General-Accounts Payable						\$ 9,946.33



**Town of Green Mountain Falls
Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday, June 02, 2020 at 7:00 p.m.**

Online Meeting ONLY*. Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/84070195726?pwd=K0p5VUkvUk9DWFBIL2VKbkIKNnMzd09>

Meeting ID: 840 7019 5726; password = 082037; Dial-in only: 346-248-7799

REGULAR MEETING MINUTES

Board Members Present

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

Town Manager

Angie Sprang

Town Clerk

Board Members Absent

Trustee Chris Quinn

Town Attorney

Public Works

Marshal's Dept.

Virgil Hodges

Regular Meeting:

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

Mayor Jane Newberry called the meeting to order at 7:06 p.m. The Pledge of Allegiance was recited, and roll was taken.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Loo asked to correct item 3a, the minutes from May 5th because she was there and that was not properly stated.

Mayor Newberry made a motion, seconded by Trustee Peterson, to accept the Agenda with the correction of the item 3a. Motion passed.

3. Consent Agenda

- a. Approve Board of Trustees Meeting Minutes from May 5, 2020

Mentioned early to be corrected.

b. Bring into record Accounts Payables for May 6 thru May 29, 2020
No discussion on this item, everything seemed good.

c. Independence Day Celebration – Pyrotechnics Show Contract
Ms. Sprang was asked by the mayor to explain items C-F which she did. She explained about where the funding was coming from and how and why we could accept it. She also talked about the current contracts and following through with them.

- d. CUSP Fire Mitigation Contract
- e. DOLA Administrative Grant Request for Planning Code Re-write Funds
- f. Intergovernmental Agreement (IGA) CARES Act Municipalities Fund Shares

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

4. New Business

a. CARES Act Funding Discussion

Mayor Newberry asked for details about this item and Ms. Sprang explained how this is all about the COVID-19 aid and relief efforts being made on the federal and state levels. Ms. Sprang went into detail about the different ways the Town could use the money.

b. Summer of Good Neighbors, Municipal Pool Operations, & Summer Events

The Mayor talked about helping each other at the ground level. Ms. Sprang went into details about how people are keeping the positivity going. Trustee Loo likes it. Trustee Peterson makes comments. Ms. Sprang and Mayor talk about how the pool won't be doable this year, but it may be upgraded.

Mayor Newberry made a motion to declare this the "Summer of Good Neighbors", seconded by Trustee Guthrie. Motion carried.

5. Old Business

a. Consideration of Resolution No. 2020-08, A Resolution Extending the Declaration of a Local Disaster Emergency

Ms. Sprang talks about how this is necessary to receive state and federal help. Trustee Peterson commented on how most systems are going to Dec 30 when declaring local emergency. Discussed about how the town manager could stop it at any time followed.

Mayor Newberry made a motion to approve as correct, seconded by Trustee Loo. Motion Carried.

b. Letter Draft for Advisory Boards from the Board of Trustees & Town Attorney Memo

Ms. Sprang gives details on how the committees can improve and be updated with guidance from the attorney. Trustee Peterson asked about the board of Adjustments and Ms. Sprang gave details. Ann Esch asked for some clarity. The Mayor gave it.

c. Consideration of Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions

Mayor states that Rocco B, and the committees would like to view it before it is voted on. Trustees and Ms. Sprang discuss sending it out to the public for future discussion.

Mayor Newberry made a motion to continue this item into June 16th meeting, seconded by Trustee Loo. Motion carried.

Mayor Newberry made a motion, seconded by Trustee Peterson to approve the draft letter to be sent out. Motion carried.

6. Public Input – 3 Minutes Per Speaker

No public comments were heard.

7. Correspondence:

a. Kiewit – Belvidere Project Closeout Letter, Warranty through October 15, 2020

No discussion on this item, everything seemed good.

b. PPRTA – GMF 2020 Amended Budget Memo.

Ms. Sprang gave background about how the funds will roll over to another project

c. Planning Commission 1st Quarter 2020 Minutes

No discussion on this item, everything seemed good.

d. Spring 2020 Chipping Service Flyer – Event Saturday June 6

No discussion on this item, everything seemed good.

8. Reports

a. Trustees – Discussion about the increased foot traffic and graffiti and trash from tourists. Trustee Peterson discussed the school side of COVID-19 and different regulations

9. Adjournment

Meeting adjourned at 7:59 p.m.

Jane Newberry, Mayor

Angie Sprang, Town Manager



**Town of Green Mountain Falls
Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday, June 16, 2020 at 7:00 p.m.**

Online Meeting ONLY*. Join the Zoom Meeting by clicking on the following link:

<https://us02web.zoom.us/j/89420441022?pwd=MWZqMXgwWEo4TlVoaURzcGpsWmNJQT09>

Meeting ID: 894 2044 1022; Password: 333777; Dial-in only: 346-248-7799

REGULAR MEETING MINUTES

Board Members Present

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

Town Manager

Angie Sprang

Town Clerk

Board Members Absent

Trustee Chris Quinn

Town Attorney

Public Works

Marshal's Dept.

Virgil Hodges

Regular Meeting:

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

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

2. Additions, Deletions, or Corrections to the Agenda

Ms. Angie Sprang asked to remove item 3b from the consent agenda for the purpose of it still being pending. She notes that we still got the award, but it is currently in legal review.

Mayor Newberry made a motion, seconded by Trustee Loo, to accept the Agenda with the removal of the Item 3b. Motion passed.

3. Consent Agenda

- a. Bring into record Accounts Payables for May 30 thru June 15, 2020

Trustee Peterson asked about all the refunds and Angie talked about them in detail. Many of the refunds were because of COVID-19. Also, a 150\$ water pump was not included on the list but is still to be paid.

- ~~b. Kirkpatrick Family Fund Grant Award Acceptance—Comprehensive Signage & Parking Plan, and Planning Code Re-write~~

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

4. New Business

- a. Resolution No. 2020-09 A Resolution of the Town of Green Mountain Falls, Colorado, Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of Town

Mayor Newberry asked for details about this item and Ms. Sprang explained how Nathan the past Town Clerk needed to be removed from the bank accounts.

Mayor Newberry made a motion, seconded by Trustee Peterson to approve Resolution 2020-09. Motion carried.

- b. Resolution No. 2020-10 A Resolution of the Town of Green Mountain Falls, Colorado, making Appointment of Town Officials

Mayor Newberry asked for details about this item and Ms. Sprang explained how the Town Clerk position needed to be made vacant. Continuing housekeeping from the transition.

Mayor Newberry made a motion, seconded by Trustee Loo to approve Resolution 2020-10. Motion carried.

c. Consideration of Revocable Permit Resolution 2020-11, Non-exclusive Revocable License Agreement, 10550 Ute Pass Avenue

Ms. Sprang and Ms. Simmons and Mayor Newberry talked about the memo they had been given. Ms. Simmons gave some background on the couple and location and work. The Revocable permit was put forth in April but there was a delay. It is about the painted bear a new local shop; it is believed they need septic tank storage in the right of way. Trustee Peterson asked about if this is about the covers or septic work, she wants to know how much traffic will get hurt. Ms. Simmons talked about the inspections. Mike and Margaret are not in the zoom call to speak for themselves. Because of this Ms. Sprang motioned to reserve till they arrive. Once Mike arrived Trustee Peterson asks Mike about the traffic. Mike wants to put AstroTurf over weeds and dirt. They want to cover the septic area with better ground.

Trustee Peterson made a motion, seconded by Trustee Guthrie to approve the Revocable Permit for AstroTurf at the Painted Bear. Motion carried.

d. Planning Commission Recommendations to the Board of Trustees – Regular Member and Alternate Vacancies

There are 2 vacancies and 4 applicants. Mayor opens for questions. Trustee Loo wants to know about the background on why 2 of the members are being recommended over the other 2. Dick Bratton a part of the planning commission interviewed with the 4 applicants. Trustee Peterson likes how qualified 1 applicant is and Dick Bratton asked the applicant about those qualifications, but it was about marketing, a different line of work then what the planning commission does. Mayor Newberry and Trustee Peterson and Dick discuss the applicant in detail. Rocco B also added about the applicants. Mayor Newberry asked about alternates and if they told applicants, the applicants are aware of more opportunities. Dick Bratton gives details about alternates not being a priority because certain resolutions haven't moved forward yet. Mac Pitrone asked for names and Jane told everyone the names of the applicants.

Trustee Loo made a motion, seconded by Trustee Peterson to approve the Recommended planning commission applicants. Motion carried.

5. Old Business

a. Rough Draft New Website Preview!

Ms. Sprang talks about the new website for the Town, with partner CIPA. State contract for free.

b. Courtesy Chipping Service Update, a Fire Mitigation Effort

Ms. Sprang talked about the past slash pick up. 32 trucks of slash turned into mulch then donated to woodland park. Another event will be happening Sep 12th

c. Consideration of Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions

Ms. Sprang read a memo explaining how this ordinance will help. The attorney would like us to be more careful with our committees. Housekeeping items to make sure everything is safe. Mayor opens the floor to public comment. Dick Bratton added written comments. Rocco hopes that the trustees will look at his comments as well. He does not respect some of the changes that effect the votes. Rocco B thinks it is disruptive. Clay G comments about over cars coming into town each day and parking. Hundreds of people with no place to park or put trash. He comments about trails committee violation of private property. Mike Barr appreciates the trail committee but is upset about all the trash and too many hikers. He suggests more police officers. References all the dangerous speeding. David Bowers not in favor of extra people and trash. Mac Pitrone talks about in the past having to lock gates to keep places clean because of too many people. Mac seconds Clay. Speaks to many not liking hikers. People ignore signs. Has concerns about the trail committee violating the insurance.

Darlene Jensen very thankful for town and it's help. Talked about cleaning a lot as a volunteer with her husband, asks about bunting. Volunteers for helping with bronc day vendors.

Claudia Eley, a long-time member of the trails committee, hears the complains, but doesn't understand how this ordinance will solve any of that. Jane closes the public side and starts with her notes. The committee is supposed to offer advice and address issues and help the board. It's not about building trails, it's about taking care of the open space. Passionate group verses advisory group. Talks about parking and the bathrooms being an issue. Talks about charging people for parking and putting out fines. Offers ideas about trails club. Trustee Peterson talks about

encroachment and the ideas of social trails not being okay on private property. Trustee Peterson seconds the idea that the trails committee advisory board is acting different then their descriptions. Ideas like parking stickers to help people follow the rules. Maybe a system with the trails committee to help keep trails clean. We need more policing. Trustee Loo talks about how her understanding is that everything needs to be legal and that's the goal. Perhaps compromises can be made. Ms. Sprang and Clay will have a meeting. Mayor says the maps should be collected just in case.

Mike B asked about parking grant and Ms. Sprang addressed it and the 35,000 dollars. Trustee Guthrie gives thanks to trails committee but voices concern about liabilities, the idea of them being to independent, rather than working together and giving advice. Mayor suggests that they become a club as to not have the town and committee interfere with each other. Mayor wants an advisory board not a reporting group. Mayor wants Ms. Sprang to talk with the attorney. Ms. Sprang asks about Major's idea of have a universal board that handles all advice. The Trustees all want more time for everyone to process what is going on. Jane wants Angie to talk to attorney.

Mayor Newberry made a motion to continue this item into July 7th meeting, seconded by Trustee Loo. Motion carried.

6. Public Input – 3 Minutes Per Speaker

No public comments were heard.

7. Correspondence:

There was no correspondence.

8. Reports

- a. Trustees – Trustee Guthrie spoke about the Summer of Good Neighbors.
- b. Manager Angie Sprang Spoke about resuming road maintenance.

9. Executive Session:

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

10. Adjournment

Meeting adjourned at 9:16 p.m.

Jane Newberry, Mayor

Angie Sprang, Town Manager



KIRKPATRICK FAMILY FUND

June 4, 2020

Angie Sprang
Town of Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 808019

Grant Number: 20204069
ID Code: 45235

Dear Angie,

On behalf of the Board of Trustees of the Kirkpatrick Family Fund, it is our pleasure to inform you that a grant in the amount of \$75,000 was approved for the Town of Green Mountain Falls. Funds are awarded to support the Parking and Signage Project, and the Planning Code Rewrite. Conditions of this grant will be included in the grant agreement that will be available on your dashboard. You must log into your account and complete the grant agreement form to receive your grant payment.

The Kirkpatrick Family Fund appreciates the fact that organizations wish to express their thanks for our support. While we ask that you promote the grant, the Kirkpatrick Family Fund staff and trustees cannot accept gifts, plaques, awards, etc. We prefer the funds be utilized to support your organization's mission and programs.

When recognizing this grant in promotion or print materials please use **Kirkpatrick Family Fund**. Recognition level should be consistent with your organization's policies for donor recognition. If you require an electronic copy of the Kirkpatrick Family Fund logo, please visit the logo download page in the Press Room section, under the Media Kit tab of our website at www.kirkpatrickfamilyfund.org.

We now request that you include photographs of your program in action as they become available. These may be used in publications and/or shared with Trustees. Please label the picture with the appropriate credit information.

The grant should not provide personal benefit to the Kirkpatrick Family Fund or any individual affiliated with your organization.



Congratulations and we look forward to keeping up to date on your organization and its programs.

Sincerely,

Christian Keese
President

Elizabeth K. Eickman
Director

Follow Up

  Public Profile

 Collaborate

2020 CAPITAL PROJECTS SUPPORT OF GREEN MOUNTAIN FALLS COMPREHENSIVE PLAN

Process: FY 2020 KFF Large Grant Application

Contact Info

Request

\$ Award Details

Applicant:

Ms. Angie Sprang
manager@gmfco.us
719-684-9414 x5

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

Organization:

Town of Green Mountain Falls
84-6000549
719-684-9414

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



Contact Email History



 If your organization information does not appear correct, please click the edit (pencil) icon.


 LOI


 Application

 Follow Up

 FollowUp Packet

 Question List

 Due on 06/30/2020.

 Fields with an asterisk (*) are required.

✓ Terms & Conditions

This Grant Agreement must be submitted **before** awards can be released. Once submitted, please check your grant portal for a Follow-up Form that will automatically be assigned to you.

Project Name

Name of Project

2020 CAPITAL PROJECTS SUPPORT OF GREEN MOUNTAIN FALLS COMPREHENSIVE PLAN

Project Description

This description was entered on the application.

Public Restroom Upgrade: Our Community Public Restrooms are well maintained and in good working order; however, they could use a facelift. A public restroom upgrade was outlined in our Comprehensive Plan as a community priority for 2020, the Town does not have funds to support this goal without taking funds from critical services. As outlined in our Comprehensive Plan we request \$19,000 to complete the project.

Fire Mitigation Efforts: Healthy Forest Project: In the 2020 budget the Town has been able to dedicate \$5k to support fire mitigation efforts. The Town Trustees have recently established a Fire Mitigation Committee. The Fire Mitigation Committee has put together a 5-year project proposal for a Healthy Forest Project.

Comprehensive Signage & Parking Plan: Signage & Parking Plan Task Force - work to be completed via a task force (ideal/proposed task force composition: Town Manager, Planning Director, 1 to 2 members of the Planning Commission, 1 Trustee, and Jesse Stroope). The goals of the project are to

83 characters left of 2,000

Amount Awarded

\$ 75,000.00

Decision Date

05/19/2020

THIS AGREEMENT DETAILS THE RESPONSIBILITIES OF THE KIRKPATRICK FAMILY AFFILIATED FUND AND YOUR ORGANIZATION (GRANTEE), AND THE TERMS AND CONDITIONS OF THE GRANT.

Awards from the Kirkpatrick Family Fund may be subject to Grant Terms and Requirements and/or Grant Conditions. These are included below as needed. While similar, these mean something specific for our accounting purposes. Your award may be affected by Grant Terms and Requirements, Grant Conditions, or both.

Use of Funds*

The grant is to be used solely for the project as described in Grantee's proposal. Any monies received under this agreement should be expended for no other purposes. Any funds not used for the specific purpose of the grant must be returned to the Kirkpatrick Family Fund, unless otherwise authorized in writing by the Kirkpatrick Family Fund. Grantee specifically agrees that no part of the funds received from this grant will be used to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive.

☐ I Agree To The Above

Grant Terms and Requirements

If you have any unique terms or requirements they will be listed below.

Funds are awarded to support the Comprehensive Parking and Signage Project (\$30,000) and the Planning Code Rewrite (\$45,000). Funds will be released on a reimbursement basis based on submitted invoices.

4,797 characters left of 5,000

Agreement to Grant Terms and Requirements*

I have read and agree to the terms and requirements above.

☐ I Agree

Grant Conditions (Financial Accounting Treatment Only)

While grant funds are restricted and intended for use for the purposed described in this Agreement, for financial accounting treatment, the grant funds shall not be deemed conditional upon the accomplishment of any particular measurable goal or metric, unless that condition is specifically identified in the space below.

☐ Does Apply

☒ Does Not Apply

Grant Conditions

None.

1,994 characters left of 2,000

Agreement to Grant Conditions*

I have read and agree to the grant conditions above.

☐ I agree

Kirkpatrick Family Fund Values*

The Kirkpatrick Philanthropies value the well-being of all individuals and animals that are served through our philanthropic activities. By accepting this grant, your organization agrees to uphold these values demonstrated through best practices in governance, operations, fundraising, and program delivery.

☐ I agree to uphold the values of the Kirkpatrick Philanthropies.

Non-Profit Status*

Grantee warrants and represents that its receipt of this grant will not adversely affect the grantee's status as a public charity under Section 509(a) of the Internal Revenue Code. Grantee agrees immediately to notify the Kirkpatrick Family Fund, in writing, if:

- a. Grantee's federal tax status is revoked or altered;
- b. Grantee has reasonable grounds to believe that its tax exempt status may be revoked or altered; or,

c. Grantee has reason to believe that these grant monies cannot be or continue to be expended for the specific purposes.

In the event that Grantee loses its tax exempt status before all funds under this grant are dispensed, this grant contract will be considered null and void and all obligations of the Kirkpatrick Family Fund hereunder will terminate.

☐ I Agree To The Above

Regulatory Compliance Cooperation*

Grantee will cooperate with the Kirkpatrick Family Fund in supplying additional information or in complying with any procedures which might be required by any governmental agency in order for the Kirkpatrick Family Fund to establish the fact that it has observed all requirements of the law with respect to this grant.

☐ I Agree To The Above

Grant Reporting*

Grantee agrees to submit electronic reports, if requested by the Kirkpatrick Family Fund, on the interim and final status of the grant. If a report is required Grantee will receive an email notice and instructions for filing the report prior to the report due date. Completion of Grant Reports is necessary in order to be eligible to make a future application to the Kirkpatrick Family Fund.

☐ I Agree To The Above

Recognition*

Kirkpatrick Family Fund desires that all resources of grantee be dedicated to accomplishing its philanthropic purposes. Accordingly, grantee agrees not to recognize the Fund, its board members or staff, or this grant with certificates, plaques, or similar mementos.

☐ I Agree To The Above

Promotional or Print Recognition*

When recognizing this grant in promotion or print materials please use **Kirkpatrick Family Fund**.

Recognition level should be consistent with your organization's policies for donor recognition. If you require an electronic copy of the Kirkpatrick Family Fund logo, please visit the Media Kit in the Press Room on our website at www.kirkpatrickfamilyfund.org.

☐ I Agree To The Above

Photographs*

We now request that you forward photographs of your program in action as they become available. These may be used in KFF/OCCF publications, on social media or shared with Trustees. Please label any pictures with appropriate credit information, location, activity description and year.


☐ I Agree To The Above

By entering the name of your chief executive in the field below, you are confirming that they have read and agreed to the terms and conditions above.

Name of Chief Executive*

Date of Chief Executive Agreement*



 Due on 06/30/2020.

Save Follow Up

Submit Follow Up

2020 CAPITAL PROJECTS SUPPORT OF GREEN MOUNTAIN FALLS COMPREHENSIVE PLAN

FY 2020 KFF Large Grant Application

Town of Green Mountain Falls

Ms. Angie Sprang

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

O: 719-684-9414
M: 970-319-0912

Ms. Angie Sprang

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

manager@gmfco.us
O: 719-684-9414 x5
M: 970-319-0912

LOI Form

Request Summary

Application Category*

Which application category are you applying for? If KFF staff determines your organization is not eligible for your requested category an eligible category will be substituted if your organization is approved to submit a full application.

Project Support - Large Grant (More than \$10,000)

Amount Requested*

\$200,000.00

Project Description

- **Project Support Requests:** Please tell us your Project Name and give a brief Project Description.
- **General Operating Support Requests:** Please describe the organizational capacity area you would like to improve. Enter "General Operating Support" in the Project Name field.
- **Endowment Matching Requests:** Please tell us whether you are starting a new fund or building an existing fund and the purpose of the fund.

Project Name*

Tell us the name of your project or the name of your fund if requesting endowment matching support.

2020 CAPITAL PROJECTS SUPPORT OF GREEN MOUNTAIN FALLS COMPREHENSIVE PLAN

Project Summary*

Please provide a brief summary of your project or the purpose of your COEF.

Green Mountain Falls would like to thank the Kirkpatrick Family Fund for its generous support in years past, and most recently for supporting the Community in a very successful Comprehensive Planning process. In an effort to implement goals outlined in the Comprehensive Plan we request funding for four capital projects: Public Restroom Upgrade, Fire Mitigation Efforts: Healthy Forest Project, Comprehensive Signage & Parking Project, and Planning Code Re-write Grant Application Matching Funds.

Project Budget*

\$200,000.00

Geographic Area(s) Served*

Other

Geographic Area Served - Other

If you selected "Other", please describe the area served.

Green Mountain Falls, CO

Organization Summary

Organization Mission*

Please tell us the mission of your organization.

The municipal government offers the following services to our Citizens: Public Works, Parks & Recreation, Building & Planning, Community Policing, and other Administrative functions/services.

Organization Summary*

Please briefly describe the key programs and services of your organization, the population you serve and operating strengths.

The town of Green Mountain Falls is just 11 miles west of Colorado Springs on Hwy 24 West. At an altitude of 7,800 feet, the town is set in a picturesque mountain valley surrounded on three sides by Pike National Forest. The El Paso County/Teller County line goes North-South through Green Mountain Falls. Natural beauties in the area include creeks, waterfalls, a lake - on which Gazebo Island is a focal point of interest and history, rugged cliffs, wildflowers, abundant wildlife, and an extensive trail system. Green Mountain Falls is a quiet and peaceful mountain town with a year-round population of approximately 870. The municipal government offers the following services to our Citizens: Public Works, Parks & Recreation, Building & Planning, Community Policing, and other Administrative functions/services.

Current Annual Budget*

\$1,079,618.00

Date of Incorporation*

08/19/1890

501(c)3 Verification Letter

Date of LOI Submission*

02/26/2020

File Attachment Summary

Applicant File Uploads

No files were uploaded



The Town of Green Mountain Falls

Town Clerk

Job Description

Revised 06/24/2020

General Statement of Duties: Performs administrative, professional, and clerical duties in support to the Town Board, Town Manager and Town Staff. Serves as Municipal Court Clerk, Designated Election Official, and Records Manager.

This position is FLSA exempt and anticipates that the workload will require forty or more hours per week. Evening meetings are required.

The essential functions and major responsibilities listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position. Duties and responsibilities are also subject to change by the employer as the needs of the employer and requirements of the job change. Other duties and responsibilities may be assigned by the Town Board or Town Manager at any time.

Reports To: This position operates with a high degree of autonomy and requires independent decision-making. The position reports to the Board of Trustees for statutory duties, and to the Town Manager for administrative functions.

Supervisory Responsibility: May supervise administrative support staff.

Essential Functions:

Board of Trustees Support

- Provides administrative support to the Board of Trustees.
- Prepares and produces the agenda packet.
- Attends meetings, takes minutes, and maintains audio recordings of meetings.
- Ensures meetings are in compliance with the open meetings laws.
- Maintains the Board's calendar of activities.

Planning Commission Support

- Serves as recording secretary to the Planning Commission
- Prepares and produces the agenda packet
- Attends meetings, takes minutes, maintains audio recordings of meetings
- Ensures meetings are posted to the public and website.
- Serves as liaison between the Planning Commission, Board of Trustees, and other administrative staff.

Other General Duties:

- Provides general reception customer service for Town Hall, including phone and walk-in customers.
- Processes requests and manages records for use of Town facilities, including the gazebo.
- Ensures the posting of legal notices including the publication, posting and distribution of notices for public meetings and hearings.
- Provides general information to citizens and responds to all communications.
- Maintains and updates the Town's website and social media accounts.
- Writes a variety of documents that may be technical, legal, or procedural.
- Ensures that Town Hall is open and appropriately staffed during all regular business hours.

Records Management:

- Develops and administers the Town's records management program, filing systems, records retention schedule, and policies to ensure program is up-to-date and in compliance with Federal, State and Town requirements.
- Processes all open records requests and ensures full compliance with the Colorado Open Records Act (CORA) by establishing consistent processes and procedures and providing timely and accurate responses on behalf of the Town.
- Keeps the Town's Code of Ordinances up to date.
- Municode updates, properly publishing code updates in accordance w/ state laws.

Elections:

- Serves as Designated Election Official for the Town's regular and special elections.
- Regular elections are held in April of even numbered years and administered under the Municipal Election Code.
- Special elections may be held at any other time as allowed by law and may be coordinated with November elections.

- Provides customer service to candidates and ensures Fair Campaign Practices Act requirements are met.

Licensing:

- Administers liquor licensing, including special event permits, in accordance with state laws, and provides knowledgeable customer service to applicants/licensees.
- Administers business licensing in accordance with Town ordinances.
- In conjunction with land use staff, provides clerical support and general information for Short Term Rental licensing processing.
- Issues and maintains records for dog licenses.

Municipal Court:

- Serves as Municipal Court Administrator and Clerk.
- Processes payments for penalty assessments.
- Dockets and prepares for regular court sessions.
- Communicates extensively and appropriately with the Town Prosecutor and Judge.
- Conducts appropriate follow up needed to close cases based on judicial order.

Treasurer Duties:

- Manages grant activities from various granting agencies. This includes financial and other reporting and may include grant writing.

Human Resource Duties:

- In coordination with, and at the direction of the Town Manager, facilitates all aspects of Human Resource Management.
- Manages all employee benefits, including health insurance and retirement.
- Is familiar with, reviews, and makes recommendations toward maintaining a relevant employee handbook.
- Manages in-processing and orientation of new hires.
- Manages exit processes for separating employees.
- Administers COBRA.
- Manages workers compensation claims and return-to-work practices.
- Maintains personnel files and administrative employee files.

Risk Management:

- In coordination with the Town Manager, is involved with all aspects of the Town's property-casualty insurance.

- Participates in the annual audit from the insurer.
- Provides information for annual renewal.
- Monitors any activity as required by the insurer.
- Files claims as needed, and monitors status.

Knowledge, Skills, and Abilities:

- Comprehensive knowledge of statutory municipal government, including state laws, federal laws, and the Green Mountain Falls municipal code.
- Excellent listening skills, written and oral communication, spelling, and grammar.
- Excellent interpersonal relationship and communication skills for interaction with Trustees, staff, citizens, external agencies, and businesses.
- Strong computer skills in Microsoft Word, Excel, PowerPoint, Gmail, and Outlook.
- Ability to manage website on SIPA platform.
- Proficiency in operating standard office equipment.
- Ability to exercise independent judgement and decision-making.
- Ability to understand and accurately record content of Board and Commission meetings.
- Ability to manage multiple tasks expeditiously and accurately in a busy environment that is subject to interruptions.
- Ability to understand, create, and maintain records management practices in accordance with applicable laws and standards.
- Ability to work independently, while being available to the public during specified hours and meeting deadlines.

Qualifications:

- Must be bondable.
- Designated by the International Institute of Municipal Clerks as a Certified Municipal Clerk or Master Municipal Clerk, or the ability and commitment to obtain such certification within three years of employment.
- Colorado Notary Public, or the ability to obtain such within six months of employment.

Education/Experience:

- Bachelor's Degree or higher in public administration, business administration, communication, or a related field.
- At least three years of office management experience in a local government.
- At least three years of direct customer service in a government organization.
- Any equivalent combination of education and experience will be considered.

Physical Demands and Working Environment:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Standard office setting; exposure to computer screens and other electronic equipment. Typical indoor air quality and temperatures.

Physical: This job involves sitting for extended periods of time, with the ability to stand, walk, reach, bend, and twist for short, intermittent times. Must be able to lift and carry objects weighing 30 pounds or less on occasion.

Vision: Ability to see in a range from reading distance to a distance of 20 feet with or without correction; vision sufficient to read computer screens and printed documents, and sufficient to recognize individuals from across the room.

Hearing: Hear in the normal audio range with or without correction.

Speaking: Be able to speak in an understandable voice with sufficient articulation.

RESOLUTION NO. 2020-12

**A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS
COLORADO, RATIFYING AN AGREEMENT AND QUITCLAIM DEED
BETWEEN THE CITY OF COLORADO SPRINGS
AND THE TOWN OF GREEN MOUNTAIN FALLS**

WHEREAS, on February 16, 1988, the Board of Trustees of the Town of Green Mountain Falls by resolution (“Resolution”) approved the transfer of the Green Mountain Falls Water Distribution System (the “System”) to the City of Colorado Springs (the “Transfer”) as a ballot item for consideration by the registered electors of the Town of Green Mountain Falls (Exhibit “A”); and

WHEREAS, on April 5, 1988, the registered electors of the Town of Green Mountain Falls approved the Transfer; and

WHEREAS, on May 1, 1988, the Town of Green Mountain Falls and the City of Colorado Springs entered into that certain Agreement Between the City of Colorado Springs and the Town of Green Mountain Falls (“Agreement”) and Quitclaim Deed (“Quitclaim Deed”) attached thereto to complete the Transfer (Exhibit “B”); and

WHEREAS, the Quitclaim Deed evidencing the transfer of the real property components of the System was never recorded; and

WHEREAS, the Trustees of the Town of Green Mountain Falls desire to have the Quitclaim Deed recorded and believe it to be in the best interest of the Town of Green Mountain Falls to ratify the Agreement and the Quitclaim Deed before it is recorded.

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

The Board of Trustees hereby acknowledges and ratifies the Agreement and the Quitclaim Deed attached hereto as Exhibit B, as true, accurate and complete, and duly executed by authorized representatives of the Town of Green Mountain Falls.

INTRODUCED, READ and PASSED this ____ day of _____, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Angie Sprang, Town Manager

EXHIBIT A

RESOLUTION TO PLACE AGREEMENT WITH THE CITY OF COLORADO SPRINGS REGARDING TRANSFER OF WATER SYSTEM ON THE ELECTION BALLOT

WHEREAS, the City of Colorado Springs wishes to enter into an agreement with the Town of Green Mountain Falls providing for the conveyance to the City of the Green Mountain Falls Water Distribution System and the right to serve Green Mountain Falls' customers; and

WHEREAS, the Town of Green Mountain Falls Board of Trustees has been involved in extensive negotiations regarding the terms of said transfer and the consideration therefor; and

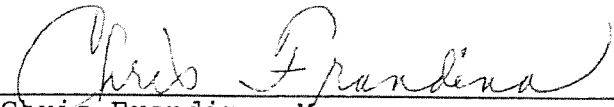
WHEREAS, Colorado Revised Statutes §13-15-713 provides that no transfer of municipal water works system shall be made except with the consent of the registered electors of the municipality upon consideration of the terms and conditions at a regular or special election; and

WHEREAS, there is currently pending a regular election on April 5, 1988.

NOW, THEREFORE, BE IT RESOLVED:

THAT the terms of an Agreement between the City of Colorado Springs and the Town of Green Mountain Falls as set forth in said Agreement attached hereto and incorporated herein as Exhibit "1" shall be placed on the ballot for consideration for approval by the registered electors of the Town of Green Mountain Falls on April 5, 1988.

PASSED this 16th day of February 1988, by the Board of Trustees of the Town of Green Mountain Falls.


Chris Frandina, Mayor

Attest:

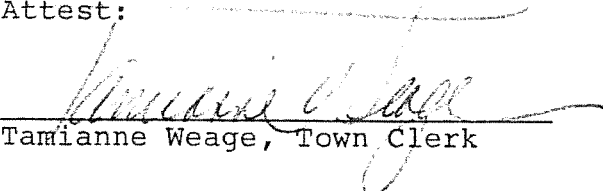

Tamianne Weage, Town Clerk

EXHIBIT B

AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS AND THE TOWN OF GREEN MOUNTAIN FALLS

THIS AGREEMENT made and entered into by and between the City of Colorado Springs, Colorado, a home rule municipal corporation, hereinafter referred to as the "City," and the Town of Green Mountain Falls, hereinafter referred to as "Green Mountain Falls."

RECITALS

A. Green Mountain Falls owns and operates a water distribution system which supplies approximately ninety (90) customers in the Green Mountain Falls area with water which historically has been supplied to Green Mountain Falls by the City; and,

B. The City owns and maintains a water distribution system serving a portion of Green Mountain Falls not served by Green Mountain Falls water distribution system and also serving Chipita Park pursuant to an Agreement between the Ute Pass Land Company and Green Mountain Falls, dated March 19, 1927, and recorded in Book 458, Page 436 of the records of the Clerk and Recorder of El Paso County, Colorado, and pursuant to a Warranty Deed between the Ute Pass Land Company and the City of Colorado Springs dated April 30, 1942, recorded in Book 458, Page 554, of the records of the Clerk and Recorder of El Paso County, Colorado, whereby the Ute Pass Land Company sold and conveyed title to its water distribution system, located in El Paso and Teller Counties, including certain water rights described therein, which Agreement and Warranty Deed are attached hereto as Exhibit "A" and incorporated herein by reference; and,

C. Due to changes in circumstances since the Agreement was entered and the Warranty Deed was accepted, Green Mountain Falls and the City desire to amend and restate the City's obligations under the above-referenced instruments for service of water to the Town of Green Mountain Falls and adjacent lands described in Exhibit "B," and to provide for the treatment of water to be supplied by the City, and

D. The City and Green Mountain Falls recognize that the City has no obligation to provide water or water service beyond the areas described in the Exhibit "B," and

E. The City has constructed a water treatment plant in the Green Mountain Falls area for the treatment of water to be served to residents of Green Mountain Falls and adjacent lands described herein, upon payment for treated water, and it is the parties' intent to minimize waste of treated water through efficient distribution system practices, and

F. The City and Green Mountain Falls desire to enter into an Agreement whereby the City shall acquire title to and assume

responsibility for the Green Mountain Falls water distribution system, and shall supply treated water to the customers of the Green Mountain Falls water distribution system, at rates set by the City Council of the City of Colorado Springs, and

G. The City and Green Mountain Falls desire to enter into an agreement whereby the City shall acquire title to and assume responsibility for the Green Mountain Falls water distribution system and shall supply treated water to the customers of the Green Mountain Falls water distribution system at rates set by the City Council of the City of Colorado Springs; and

H. The City has experience and expertise to properly operate and maintain the Green Mountain Falls water distribution system and has agreed to acquire title to, manage, and operate such facilities for the consideration set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. Green Mountain Falls shall convey to the City all of its rights of ownership to and releases all claims to its water distribution system, including all pipelines and appurtenant facilities, and all easements owned by Green Mountain Falls as a part of or necessary to the operation of said system by a quitclaim deed and bill of sale, which conveyance and assignment shall occur no later than the 30 days after approval of this Agreement by the voters of Green Mountain Falls at a duly scheduled election.

2. After execution of this Agreement, the City shall take steps to make improvements to the Green Mountain Falls water distribution system as may be necessary to facilitate integration of that system with the City's water distribution system, and to insure proper distribution of treated water, and shall expend whatever sums are reasonably required in the City's opinion in order to complete that task. A description of these proposed improvements and their application are set forth as Exhibit "C" and incorporated herein by reference. The integration of the Green Mountain Falls water distribution system with the City's water distribution system shall be performed in stages, as determined by the City, and in accordance with good engineering practices. The City shall provide the necessary materials, labor and engineering services. Green Mountain Falls agrees that the City or its agents shall during the interim period have full access to such easements or over any easements, rights-of-way or property owned or held by Green Mountain Falls, to the extent required by the City for any and all purposes required in carrying out the City's obligations under this Agreement. The City shall restore or revegetate any easements, rights-of-way or property disturbed so that they will be returned to their original condition after completion of the City's work. The City

shall comply with all applicable Green Mountain Falls ordinances and regulations concerning grading or road cuts, and will pay any road cut fees imposed by Town ordinance.

3. The City shall have sole discretion to determine rates, rules, regulations and charges for water service to the customers of the Green Mountain Falls water distribution system. Upon conveyance of the Green Mountain Falls system to the City, the customers of the Green Mountain Falls water distribution system shall be charged rates by the City for water service as determined for the Green Mountain Falls and Chipita Park areas by the council of the City of Colorado Springs from time to time. The City shall, at all times, treat Green Mountain Falls customers in the same manner as all the suburban customers of its system. Upon execution of this Agreement, Green Mountain Falls shall immediately read all of its customers' meters, record such measurements and report the same, including all pertinent customer information, to the City for the City's use in providing future service to such customers.

4. The City shall not object to diversions by Green Mountain Falls from Catamount Creek for the purpose of maintaining the water level in the town lake, known also as Reservoir No. 1. No consumptive use of such water other than normal seepage and evaporation will be allowed. The City will not insure releases of water into Catamount Creek for diversion into the Town lake greater than the priority of the storage right associated with the town lake during normal operations of that right. However, the City will supply water to replace out of priority evaporation as required by the State Engineer.

5. In consideration for the transfer of the Green Mountain Falls water distribution system and the right to provide water to Green Mountain Falls, the City shall provide the following to Green Mountain Falls without charge: Sufficient water for presently existing levels of consumption for operation and maintenance at the Green Mountain Falls' Town Hall, Marshall's Office, Maintenance Building, the three Green Mountain Falls' parks presently in existence and the Town Swimming Pool, except for filling of the Pool. The City reserves the right to withhold supply to the aforementioned facilities, buildings and pool, when and if use of that supply is necessary, in the City's opinion, to meet the needs of its domestic customers due to drought or other extraordinary circumstances. The City shall not be required to provide water to the Town lake out of the City's water distribution system and the City shall not be responsible for maintenance and liability for repair of the lake, the dam which controls the lake, or any related facilities; nor shall it be responsible for maintenance and liability of these buildings. The City agrees to cooperate with the Town of Green Mountain Falls for purposes of maintenance of the lake, the dam, and related facilities. In the event an augmentation plan is required by law with regard to the diversions from Catamount Creek, Green Mountain Falls shall cooperate with the City to take

whatever steps are necessary to comply with all legal requirements in that regard.

6. The City shall use reasonable diligence to provide water service under this Agreement. If the operation of the City's water treatment plant or related facilities, or the water distribution system, shall be damaged or become defective by reason of force majeure, or if the water service provided by the City shall be interrupted by reason of force majeure, the City shall not be liable for the interruption of service or for any damages caused thereby. If for any reason of "force majeure" either party to this Agreement shall be unable, wholly or in part, to carry out the obligations hereunder, then if such party shall give notice and the full particulars of the reasons in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuation of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, walkouts, or other industrial disturbances, acts of the public enemy, orders, regulations, laws or actions of any kind of the government of the United States, of the State of Colorado, of El Paso County, or any civil or military authority (except the government of the City of Colorado Springs or any of its agents and of Green Mountain Falls and any of its agents) insurrections, riots, earthquakes, fires, storms, floods, restraints of government, civil disturbances, explosions, breakage or accidents of dams, machinery, pipelines, or canals or other structure or machinery, contamination or pollution of raw water supply, or on account of any other cause not reasonably within the control of the party claiming such inability. No damages shall be recoverable from either party by reason of the interruption of service by force majeure.

7. Green Mountain Falls shall cooperate with the City and shall take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and provisions of this Agreement. Green Mountain Falls shall take all steps necessary to notify its customers of the services provided hereunder, and the charges therefor, as may be required by this Agreement, law or otherwise. The City shall promptly provide to Green Mountain Falls any information necessary to allow Green Mountain Falls to meet this obligation.

8. The City's obligation to provide water service to customers in Green Mountain Falls shall be limited to the area described in Exhibit "B." With regard to future expansion of the water treatment facility, no such expansion is contemplated by the City and Green Mountain Falls. Water service shall be extended to new customers within the corporate limits of Green Mountain Falls only upon payment to the City of all applicable water connection charges as determined by the Council of the City

of Colorado Springs and shall be on a first-come, first-served basis. All extentions or connections shall be in accordance with the City rules and regulations. New connections to the City's distribution system within Green Mountain Falls shall also be approved by the Green Mountain Falls Town Council and the appropriate fire district. Potential customers outside the corporate limits of Green Mountain Falls shall not be served by the City without approval of the City Council of the City of Colorado Springs. The City agrees, however, to provide information, upon the Town's request, regarding the remaining service capacity of the existing facility and/or any future plans to build additional or to expand upon the existing facilities.

9. It is mutually agreed between the parties hereto that all litigation of any kind now pending between Green Mountain Falls and the City shall be dismissed with prejudice except any existing water court decrees and/or orders; that no appeals shall be prosecuted by either party from the decree or judgment of any Court with regard to any litigation pending between them; and all claims, administrative proceedings, demands or any other claims made by either party against the other shall be withdrawn and dismissed with prejudice. This paragraph shall not bar the prosecution of any future claims by either party, however, whether said claims are currently known or unknown. Nothing herein shall be construed to prevent the Town from taking any action to confirm or protect its water storage or supply rights related to the Town lake.

10. This Agreement and the financial commitments contained herein are subject to appropriation by the City Council of the City of Colorado Springs.

11. Any notice, demand or statement provided for in this Agreement shall be in writing and shall be considered to have been duly delivered when sent by registered, certified, or first class mail, addressed as follows, in writing by the party entitled to receive the same:

The City of Colorado Springs
Mr. Edward W. Bailey
Water Division
Post Office Box 1103
Colorado Springs, Colorado 80947

Town of Green Mountain Falls
Town Hall
Post Office Box 524
Green Mountain Falls, Colorado 80819


12. During the term of this Agreement, Green Mountain Falls shall not charge a franchise fee or any other fee related to the privilege of supplying the Town with a water supply.

13. This Agreement is subject to approval by the voters of the Town of Green Mountain Falls and shall not take affect until said approval is determined at a regular or special election. This Agreement shall supersede and replace all other prior Agreements between the parties, including but not limited to the March 19, 1927, Agreement between the Ute Pass Land Company and Green Mountain Falls. Nothing herein shall be construed as affecting any other rights or obligations of the parties, except as clearly set forth herein.

14. Either party has the right to assign its rights under this Agreement to any other party, so long as the assignee agrees to all of the conditions and obligations contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

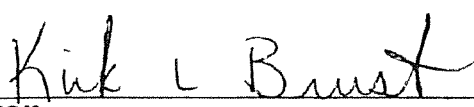
CITY OF COLORADO SPRINGS

By: 
Mayor

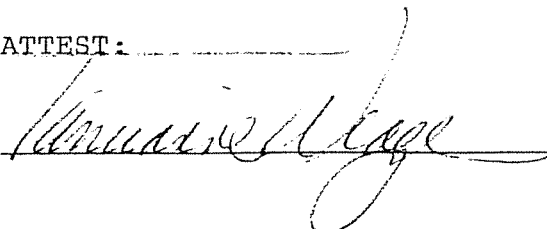
ATTEST:


1

TOWN OF GREEN MOUNTAIN FALLS

By: 
Mayor

ATTEST:



Plaintiff and Lucy W. Atkins is Defendant, as the same now remains on file and of record in this office.

Witness my hand and the seal of said Court, at the Court House in the City of Colorado Springs, County and State aforesaid, this 17th day of March, A. D. 1932.

F. J. Fond, Clerk

By Preciosa L. Jack
Deputy

No. 498166

AGREEMENT

The Pass Land Company

with

The Town of Green Mountain Falls

Filed for Record 10:55 A. M.

March 23, 1932.

C. R. Furrow, Recorder.

This Agreement made and entered into this 19th day of March A. D. 1927, between the Ute Pass Land Company a Colorado corporation, party of the first part, and the Town of Green Mountain Falls, a municipal corporation, party of the second part, Witnesseth:

That Whereas,

(a) The party of the first part operates and controls a certain water system, situate in Teller and El Paso Counties, in the State of Colorado,

taking its supply of water from the Catamount Creek, in Teller County, Colorado, for the purpose of supplying the inhabitants of said Green Mountain Falls with water for domestic and irrigation purposes, and certain lands of the party of the first part lying adjacent to said Town of Green Mountain Falls with water; and

(b) Said water system consists of an intake and settling basin, upon said Catamount Creek, and a main pipe line running through the Town of Green Mountain Falls, with a distributing system therefrom, serving a large portion of the inhabitants of said Town, and the said main pipe line also extending in a southerly direction from said Town across certain lands now owned by the party of the first part; and a reservoir upon said lands known as Lake Cherote: to which said lands and lake, water is likewise carried through said pipe line system for storage, domestic and irrigation purposes; and

(c) There is now pending in the District Court of El Paso County, Colorado, an action brought by the party of the second part against the party of the first part for a declaratory judgment to declare and determine the respective rights of the party of the first part, and the party of the second part in and to the waters diverted by said pipe line system and applied to the beneficial uses aforesaid, and what, if any, interest the party of the second part has in and to said water system, or any portion thereof, which action is still undetermined; and

(d) The party of the first part has become the owner of a one-fifteenth interest in and to Priority No. 2, and a two-fifteenths interest in Priority No. 33, heretofore

awarded to the Barnes Fitch, in Water District No. 10, in Irrigation Division No. 2, with the purpose and intent of changing the point of diversion of that portion of said priority so owned by it to the point of intake of said water system now operated and controlled by said party of the first part, situate on Catamount Creek, in Teller County, Colorado, which additional water so owned by said Company, if said change of point of diversion is allowed and decreed by the Courts having jurisdiction thereof, will be available for use through said water system, and, if used for the purpose of supplying the needs of the party of the second part, as well as the needs of the party of the first part, through said ~~water system~~, is believed, with the supply now and heretofore obtainable from said ~~water system~~, Catamount Creek, through the point of intake of said to be sufficient for the needs of the parties hereto; and

(e) The parties hereto are desirous of settling, adjusting and forever determining all matters of dispute between them, so as to bind the parties hereto, and their successors and assigns:

Now Therefore, It is Agreed:

First: That if the party of the first part, by the proper statutory proceedings provided therefor under the laws of the State of Colorado, shall obtain a decree adjudging and allowing a change of the point of diversion of a one-fifteenth interest in Priority No. 2, and a two-fifteenths interest in Priority No. 33 of the Barnes Fitch, in Water District No. 10, Irrigation Division No. 2, to the point of intake of said pipe line system on Catamount Creek, Teller County, Colorado, and shall divert said additional supply of water from said Catamount Creek, under and by virtue of said priorities, through said pipe line system, for the benefit of the parties hereto, as hereinafter provided, then the party of the second part, will dismiss said action now pending against the party of the first part and will release, in such proper form as shall be satisfactory to the party of the first part, all claims of any ownership in and to any decreed priority of which the party of the first part, or its predecessors in interest are claimants, and which have heretofore been used to obtain the supply of water through said pipe line system, it being expressly understood that the same shall not in any manner affect the claim or ownership of the party of the second part in and to any priorities decreed or hereafter decreed to the party of the second part, for water for the lake known as Green Mountain Falls Reservoir, situate in the Park in said Green Mountain Falls, and the supply heretofore obtained and supplied from Catamount Creek through a flume, and Crystal Creek, a tributary of Catamount Creek, through a certain pipe line belonging to the party of the second part. (17)

see
1938
here

Second: That the party of the first part shall preserve and protect all of its rights and priorities to the use of water now or hereafter enjoyed by it, for the use and benefit of the inhabitants of and the lands within said Town of Green Mountain Falls, and the lands and tenements of the party of the first part and the inhabitants thereof, and of any other consumers and users upon said pipe line and system, and the owners of any lands adjacent thereto, heretofore owned by the predecessors in title of said party of the first part, and further agrees that no conveyance or transfer shall be made by the party of the first part of any priorities or rights to the use of water through its said system, other than those now owned by the party of the first part, and its predecessors in title as aforesaid, unless such sale or transfer shall not interfere with or diminish the use of water by the inhabitants of the party of the second part, the intent and purpose of this provision being to maintain and preserve all priorities of right to the use of water *

through said pipe line system, for the use and benefit of the inhabitants of the Town of Green Mountain Falls and of said lands and the inhabitants thereof hereinbefore referred to, the party of the first part being privileged, however, to dispose of such excess water as is not needed for the use of said inhabitants of said Town and lands, having due regard for any increased use of water by the inhabitants of said Town of Green Mountain Falls.

Third: Said party of the first part shall maintain its pipe line and system as heretofore and keep the same in fair condition for use, and be entitled to charge reasonable rates for supplying said Town and its inhabitants and other users and consumers with water for domestic, irrigation and municipal purposes, all rates and charges to be fair and reasonable.

Fourth: Said party of the first part shall not be required to construct any extensions to the water works system within the territorial limits of the Town of Green Mountain Falls, but said Town may and shall be permitted, at its option, to make such extensions as it deems necessary in which event the said party of the first part shall apply the increased rentals resulting from such extensions to reimburse the Town for the actual cost of construction of the same, and, upon repayment in full therefor, plus seven per cent. interest on any actual amount of such costs remaining from time to time unpaid, become the full owner thereof, and the party of the first part may also at any time, at its option, pay the Town such cost of construction plus seven per cent. interest to the time of payment, and become the owner thereof.

Fifth: That in event of the increased use of water by said Town and the inhabitants of said lands, the supply of water to the inhabitants of the Town of Green Mountain Falls shall not be limited or curtailed for the purpose of reserving the supply of water for any anticipated use by said party of the first part, but the supply of water through said pipe line system and available under its rights and priorities shall be applied to any increased requirements of the inhabitants of the Town, or of the Town itself as it increases and grows, and the other inhabitants of said lands aforesaid now owned by the party of the first part, or heretofore owned by its predecessors in interest, in proportion as the actual increased demand therefor shall require for their use, without waste, and the party of the first part shall have the right to make and enforce reasonable rules and regulations for its water consumers within and without the Town of Green Mountain Falls, the rates and charges for service not to be greater within the said Town of Green Mountain Falls than the rate outside of the same for like service.

Sixth: That if at any time the Town of Green Mountain Falls shall construct and maintain a system of water works for the supply of the inhabitants thereof with water for irrigation, domestic and municipal purposes, the right of the party of the first part to maintain its pipe line along, through and under the streets of the Town of Green Mountain Falls, to supply the lands and the inhabitants thereof beyond said Town, shall not be disturbed, but the same shall not prevent the Town of Green Mountain Falls from exercising its right of eminent domain upon payment of just compensation, in event it shall seek to acquire the same.

State of Colorado,)
) SS
 County of Fremont,)

I, Jonathan Seaman, Clerk of the District Court in and for the County of Fremont, in the 11th Judicial District of the State of Colorado, do hereby certify that the above and foregoing is a true and correct copy of that certain Decree in Cause No. 4633

IN THE MATTER OF PRIORITIES OF WATER RIGHTS AND THE
 ADJUDICATION THEREOF IN DISTRICT NO. 12 OF THE STATE
 OF COLORADO.

PETITION OF THE BROADMOOR HOTEL COMPANY, A COLORADO
 CORPORATION, FILED AND RECORDED IN BOOK 20

at pages 385 and 386 District Court Record on file in my office.

Witness my hand and the seal of the Court this 3rd day of November, A. D. 1925.

Jonathan Seaman

Clerk of the District Court.



-----0 0 0 0 0-----

No. 401312) STATE OF COLORADO) SS IN THE DISTRICT COURT
 Copy of Decree) COUNTY OF EL PASO)

The Golden Cycle Mining and)
 Reduction Company, a Corporation) THE GOLDEN CYCLE MINING AND
 Plaintiff,) REDUCTION COMPANY, a corpor-
) ation,
) Plaintiff,

No. 14561 -vs-) No. 14561 -vs-

The Colorado Title and Trust)
 Company, et al Defendants)
 Filed for record 10:50 A.M.)
 March 25, 1926)
 C. R. Furrow, Recorder)
)
) The Colorado Title and Trust
) Company, a corporation, William A.
) Otis, J. Hayes Davis, W. D. Hayes,
) Lucy Hayes Young, Varina Hayes Webb,
) Alex. Smith Cochran, Mary E. Barnes,
) Alvira A. Pindley, Edward A. Brown,
) James A. Shoemaker, Mary M. Love Beavers,
) Alice Maud Love, David J. Edwards,
) Albert L. Biscoff, Mary W. Bright,
) Ray W. Mosher, John W. Hughes, Sarah A.
) Hughes, W.A. Mahoney, Mary P. Keller,
) Rosa A. Smith, Elizabeth N. Caldwell,
) L.C. Caldwell, Andrew B. Van Nostrand,
) B. Rolli, Katharine Smalley, H.F. Lee,
) Phillip Bugger, Susie J. Searl, Mabel E.
) Johnson, Carl W. Johnson, Eugene D. Preston,
) as Public Trustee for El Paso County, Colo-
) rado, Eliza C. Sabin, Irving Bonbright,
) Sinclair Dunnett, Susie Hough, J.R. Canady,
) John O. McElrath, James E. Blackburn, E.R.
) Andrews, Frank H. Alfred, Paul B. Alfred,
) John G. Brock, Mary Barr, L.G. Fellows,
) Daniel Griffith, Johanna Krueger, Edward H.
) Krueger, Jessica I. Bradley, Mary S. Scott,
) Estella Beatrice Goodier, Lenora A. Stafford,
) Stella S. Smith, Grace T. Wilson, Helen W.
) Stewart, Blanche Rutledge Stewart, James P.
) Barnes, G.F. Shriver, Ruth Barnes, Arthur
) Edward Barnes, Ernest Verrill Barnes, Rosa A.
) Smith, Frederik Stell, Anna Current and
) Jennie R. Kinsman, and such other persons
) as have or claim any title or interest in or
) to The Hardee Ditch Number 2 in Water Dis-
) trict Number 10, Irrigation Division Number
) 2 in the State of Colorado, whose names are
) unknown.

FFCPEE

Defendants

This cause having on the 15th day of December, 1925, regularly come on to be heard by the Court, plaintiff appearing by Messrs. Strachan and Horn, its attorneys, and defendants The Colorado Title & Trust Company, a corporation, William A. Otis, J. Hayes Davis, W. D. Hayes, Lucy Hayes Young, Varina Hayes Webb and Irving Bonbright, by John L. Bennett, Esq., their attorney, and defendant B. Rolli, otherwise known as and called Ben Rolli, by H. R. Riley, Esq., his attorney, and defendants Mabel E. Johnson and Eliza C. Sabin, by F. F. Schreiber, Esq., and John E. Little, Esq., their attorneys, and defendant Jennie R. Kinsman, by C. H. Dudley, Esq., her Attorney, and all other defendants come not, and the Court having then examined the files and records herein and it then satisfactorily appearing to the Court from said files and records and the Court so finding that each of the defendants above named and designated had been duly served with a summons herein for the time and in the manner prescribed by law, save and except said defendant Jennie R. Kinsman; that said defendant Jennie R. Kinsman had duly appeared herein; that all of the defendants above named and designated, other than those who there appeared herein as above set forth, had failed to appear or plead and had defaulted herein, and that the Court had acquired full jurisdiction over the persons of each of the defendants herein and of the subject matter of this action to proceed to final hearing and judgment herein, whereupon the Court proceeded with the hearing in said cause upon the complaint, answers and other pleadings filed herein, which hearing continued to the hour of adjournment.

And now, said hearing having been regularly continued from time to time to this day and the Court having heard the testimony given and examined the evidence and proofs offered herein and heard the arguments of counsel and being fully advised in the premises, the Court DOTH FIND:

That in the decree of this Court heretofore entered on March 6, 1882, in an adjudication of water rights for Water District No. 10 in Irrigation Division No. 2 in the State of Colorado, appearing of record in Judgment Book B at page 53 of the records of this Court, the Harms Ditch was numbered 2 on Fountain Creek and was awarded Priority No. 2 on Fountain Creek by construction of one foot by two feet on a grade of four and four-fifths feet to the mile, and Priority No. 33 on Fountain Creek by enlargement of one-half foot by two feet on a grade of four and four-fifths feet to the mile, and in said decree the Court found that said ditch was intended to irrigate two-hundred fifty acres of land; that the said decree as entered failed to find, adjudicate or decree the amount of land which was irrigated by each of said priorities and failed to find, adjudicate or decree the amount of water in cubic feet per second to which the owners of said ditch or the owners of either of said priorities were entitled to divert and use by virtue thereof; that the ownership of said ditch and said priorities to the use of water has never been settled by any decree of court or by any agreement of the parties interested therein and the ownership of the several interests in said ditch and in said priorities to the use of water has been the subject of uncertainty; that under and by virtue of said Priority No. 2 there was appropriated two and sixty-five one-hundredths (2.65) cubic feet of water per second of time for the irrigation of one-hundred and fifty (150) acres of land; that under and by virtue of said Priority No. 33, there was appropriated nine and thirty-five one-hundredths (9.35) cubic feet of water per second of time for the irrigation of one-hundred (100) acres of land; that the owners of said ditch and of the priorities to the use of water awarded thereto, together with their proportionate

Interests in said ditch and in each of said priorities, are as follows, to-wit:

THE GOLDEN CYCLE MINING AND REDUCTION COMPANY, a corporation, an undivided one-hundred and twenty-seven two-hundred and fortieths ($127/240$) interest in and part of said Priority No. 2 and an undivided fifty-nine two-hundred and fortieths ($59/240$) interest in and part of said Priority No. 33;

THE COLORADO TITLE AND TRUST COMPANY, a corporation, an undivided eighty two-hundred and fortieths ($80/240$) interest in and part of said Priority No. 2 and an undivided one-hundred and sixty two-hundred and fortieths ($160/240$) interest in and part of said Priority No. 33.

JENNIE S. KINSMAN, an undivided eight two-hundred and fortieths ($8/240$) interest in and part of said Priority No. 2;

MABEL E. JOHNSON, an undivided sixteen two-hundred and fortieths ($16/240$) interest in and part of said Priority No. 2 and an undivided twelve two-hundred and fortieths ($12/240$) interest in and part of said Priority No. 33;

BEN FOLLI, an undivided six two-hundred and fortieths ($6/240$) interest in and part of said Priority No. 2 and an undivided six two-hundred and fortieths ($6/240$) interest in and part of said Priority No. 33;

BLANCHER RUTLEDGE STEWART, An undivided one two-hundred and fortieth ($1/240$) interest in and part of said Priority No. 2 and an undivided one two-hundred and fortieth ($1/240$) interest in and part of said Priority No. 33;

SUSIE HUGH, an undivided three fourteen-hundred and fortieths ($3/1440$) interest in and part of said Priority No. 2, and an undivided three fourteen-hundred and fortieths ($3/1440$) interest in and part of said Priority No. 33;

SIFCLAIR EYNNETT, an undivided one fourteen-hundred and fortieth ($1/1440$) interest in and part of said Priority No. 2 and an undivided one fourteen-hundred and fortieth ($1/1440$) interest in and part of said Priority No. 33;

GRACE T. WILSON, an undivided two fourteen-hundred and fortieths ($2/1440$) interest in and part of said Priority No. 2 and an undivided two fourteen-hundred and fortieths ($2/1440$) interest in and part of said Priority No. 33;

HELEN W. STEWART, an undivided two fourteen-hundred and fortieths ($2/1440$) interest in and part of said Priority No. 2 and an undivided two fourteen-hundred and fortieths ($2/1440$) interest in and part of said Priority No. 33;

The owners of Lots 5, 6, 7 and 8 in Block "A" in Cwan, Love and Quinby's Addition to Grandview in El Paso County, Colorado, an undivided one fourteen-hundred and fortieth ($1/1440$) interest in and part of each of said Priorities No. 2 and No. 33 for each of said lots.

And it is therefore ORDERED, ADJUDGED, DECLARED AND DECREED by the Court that the Harms Ditch have the 2nd and 33rd priorities to the use of water from the Fourain Creek; that the owners of Priority No. 2 have the right to divert and use two and sixty-five one-hundredths (2.65) cubic feet per second for the irrigation of one-hundred and fifty (150) acres of land; that the owners of Priority No. 33 have the right to divert and use nine and thirty-five one-hundredths (9.35) cubic feet per second for the irrigation of one-hundred (100) acres of land; that the following named persons and corporations are the owners of said Harms Ditch and of said priorities to the use of water in the following proportions, to-wit:

THE GOLDEN CYCLE MINING AND REFINING COMPANY, a corporation, an undivided one-hundred and twenty-seven two-hundred and fortieths (127/240) interest in and part of said Priority No. 2 and an undivided fifty nine two-hundred and fortieths (59/240) interest in and part of said Priority No. 33;

THE COLORADO TITLE AND TRUST COMPANY, a corporation, an undivided eighty two-hundred and fortieths (82/240) interest in and part of said Priority No. 2 and an undivided one-hundred and sixty two-hundred and fortieths (160/240) interest in and part of said Priority No. 33;

JENNIE T. FINSWAN, an undivided eight two-hundred and fortieths (8/240) interest in and part of said Priority No. 2;

MABEL E. JOHNSON, an undivided sixteen two-hundred and fortieths (16/240) interest in and part of said Priority No. 2 and an undivided twelve two-hundred and fortieths (12/240) interest in and part of said Priority No. 33;

BEN ROLLI, an undivided six two-hundred and fortieths (6/240) interest in and part of said Priority No. 2 and an undivided six two-hundred and fortieths (6/240) interest in and part of said Priority No. 33;

BLANCHE RUTLEDGE STEWART, an undivided one two-hundred and fortieth (1/240) interest in and part of said Priority No. 2 and an undivided one two-hundred and fortieth (1/240) interest in and part of said Priority No. 33;

ESSIE HOUGH, an undivided three fourteen-hundred and fortieths (3/1440) interest in and part of said Priority No. 2, and an undivided three fourteen-hundred and fortieths (3/1440) interest in and part of said Priority No. 33;

SINCLAIR DUNNETT, an undivided one fourteen-hundred and fortieth (1/1440) interest in and part of said Priority No. 2 and an undivided one fourteen-hundred and fortieth (1/1440) interest in and part of said Priority No. 33;

GRACE T. WILSON, an undivided two fourteen-hundred and fortieths (2/1440) interest in and part of said Priority No. 2 and an undivided two fourteen-hundred and fortieths (2/1440) interest in and part of said Priority No. 33;

HELEN W. STEWART, an undivided two fourteen-hundred and fortieths (2/1440) interest in and part of said Priority No. 2 and an undivided two fourteen-hundred and fortieths (2/1440) interest in and part of said Priority No. 33;

The owners of Lots 5, 6, 7 and 8 in Block "A" in Owen, Love and Quinby's Addition to Grandview in El Paso County, Colorado, an undivided one fourteen-hundred and fortieth (1/1440) interest in and part of each of said Priorities No. 2 and No. 33 for each of said lots.

That no persons or corporations other than those above specified have any right, title or interest in or to any part of the said Harpes Ditch, or of either of the said priorities to the use of water awarded thereto, and title in the above named plaintiff and above named defendants to the interests herein specified be and the same is hereby quieted.

Done in open Court this 23rd day of March, 1926.

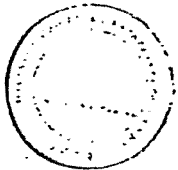
Wilbur M. Alter, District Judge

11407

STATE OF COLORADO)
)SS IN THE DISTRICT COURT
 COUNTY OF EL PASO)

I, Edgar Howbert, Clerk of the District Court of the Fourth Judicial District of the State of Colorado, within and for the County of El Paso, do hereby certify the above and foregoing to be a true, perfect and complete transcript and copy of Decree had and entered of record in a certain cause in said Court lately pending wherein The Golden Cycle Mining and Reduction Company, was Plaintiff and The Colorado Title and Trust Company, et al were Defendants as the same now remains on file and of record in this office.

WITNESS my hand and the seal of said Court, at the Court House in the City of Colorado Springs, County and State aforesaid, this 24th day of March A. D. 1926.



Edgar Howbert
 Clerk

BY Bessie Taylor
 Deputy.

-----000000-----

No. 401687

D E E D .

Joe Pallas

to

The Fountain Mutual Irrigation
 Company

Filed for Record 11:55 A. M.

April 2, 1926.

C. R. Furrow, Recorder.

) THIS DEED, Made this 31st day of March, in the
) year one thousand nine hundred and twenty-six,
) between Joe Pallas, of the County of El Paso and
) State of Colorado, party of the first part, and
) The Fountain Mutual Irrigation Company, a cor-
) poration organized and existing under and by
) virtue of the Laws of the State of Colorado,
) party of the second part,

) WITNESSETH:

-----)
 That the said party of the first part, for
 and in consideration of the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) to
 the said party of the first part in hand paid by the said party of the second part, the
 receipt whereof is hereby confessed and acknowledged, has granted, bargained and sold and
 by these presents does grant, bargain, sell and convey unto the said party of the second
 part, its successors and assigns forever, the following described real property, water and
 water rights, situate, lying and being in the County of El Paso and State of Colorado,
 aforesaid, to-wit:

An undivided .214 12/42 interest in and part of the "Treadwell and Lamb" ditch
 and the ditch rights, water rights, water priorities and water appertaining and appurte-
 nant to said ditch, which said ditch has also otherwise been designated in various con-
 veyances as the "Lamb and Treadwell" Ditch, being Ditch and Priority No. 4 on Fountain
 Creek, in El Paso County, Colorado, and in Water District No. 10 in the State of Col-
 orado, as designated in a certain decree which was duly entered in the District Court of
 the Fourth Judicial District of the State of Colorado, sitting within and for the said
 County of El Paso in the year 1882, copy whereof was filed for record on May 12, 1897,
 and thereafter recorded in Book 60 at page 181 of the records in the office of the Clerk
 and Recorder of said El Paso County, to which reference is hereby had, said interest so

WARRANTY DEED

THIS DEED, Made this 30th day of April in the year of our Lord one thousand nine hundred and forty-two between UTE PASS LAND COMPANY, a corporation, of the County of El Paso and State of Colorado, of the first part, and CITY OF COLORADO SPRINGS, a municipal corporation of the County of El Paso and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Forty Thousand and no-100 (\$40,000.00) Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, its assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of El Paso and County of Teller and State of Colorado, to-wit:

All that certain water system situate in El Paso and Teller Counties in the State of Colorado supplying domestic water to the Towns of Green Mountain Falls and Chipita Park, in the said County of El Paso, and for irrigation, manufacturing and other lawful purposes, known as the Ute Pass Land and Water Company's water system, as the same is now located and constructed upon the ground, including all the main pipe line, with intake upon Catamount Creek, so-called, or the middle fork of Fountain Qui Bouille and laterals No. 1 and No. 2 thereof, all according to the Plat of said water system on record in the office of the County Clerk and Recorder of said El Paso County in Plat Book E, at pages 54 and 55 of the record thereof, together with all water appropriated therefor and used in connection therewith, and all pipe lines, including laterals and extensions of the said pipe lines, and all rights of way therefor, also the reservoir located in the North half of the Southwest quarter, Section 15, Township 13 South, Range 68 West, El Paso County, Colorado, known as Lake Chipita, and used in connection with said water system, also all tanks, intakes, diversion dams, together with the rights of way therefor including Lot Ten (10) in Block Twenty-five (25) in Third Addition to Green Mountain Falls, according to the recorded plat thereof in the office of the Clerk and Recorder in said El Paso County; also sixteen two hundred fortieths (16/240) of that certain priority to the use of water known as the Hermes Ditch, and being Priority No. Two (2), and Thirty-two Two hundred and fortieths (32/240) of that certain Priority to the use of water known as the Enlargement of the Hermes Ditch, being Priority No. Thirty-three (33), in an Adjudication of Water Rights for Water District Number Ten (10) in Irrigation Division Number Two (2) in the State of Colorado, and being those priorities determined in the Decree of the District Court of the Fourth Judicial District sitting in the County of El Paso and State of Colorado, entered on March 6, 1922, appearing of record in Judgment Book B, at page 53 of the records of said Court, and being an undivided one-fifth of the interest of this grantor in said Priorities Numbers Two (2) and Thirty-three (33), as determined by the Decree of said Court entered March 23, 1926, a certified copy of which latter decree is recorded in Book 453 at Page 292 of the Clerk and Recorder of said El Paso County;

Also, all other water, water rights and priorities to use of water now owned by the grantor or in which the grantor has any right, title or interest and used in and through said water system and all contracts and agreements relating thereto.

The said water system and water rights are subject to the terms and provisions of that certain contract between the grantor herein and the town of Green Mountain Falls, dated March 19, 1927 and recorded in Book 452 at Page 426 of the records of the Clerk and Recorder of El Paso County, Colorado, which said contract obligates the grantor and its assigns to supply to said town and its inhabitants, domestic water at reasonable rates, and also subject to the rights of all other water users connected with and supplied from said water system.

Also, all and singular the tenements, hereditaments and appurtenances unto said land and other property belonging or in anywise appertaining to said water system or used in the operation thereof and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

Together With all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD The said premises above bargained and described, with the appurtenances, unto the said party of the second part, its assigns forever. And the said UTE PASS LAND COMPANY party of the first part, for its successors and assigns does covenant, grant, bargain and agree to and with the said party of the second part, its assigns, that at the time of the ensoaling and delivery of these presents it is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind and nature soever;

(REVENUE STAMPS OF \$60.00 VALUE ATTACHED)

and the above bargained premises, in the quiet and peaceable possession of the said party of the second part its assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

UTE PASS LAND COMPANY
By H. Chase Stone, President
W. F. Marker, Secretary.

STATE OF COLORADO)
COUNTY OF EL PASO) ss

I, Teresa Wenyss, a Notary Public in and for said County, in the Stateaforessaid, do hereby certify that E. Chaso Stone as President, and W. F. Marker as Secretary of Ute Pass Land Company, a corporation, who^{are} personally known to me to be the persons whose names are subscribed to the annexed Deed, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as and for the act of said Corporation and pursuant to resolution of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial seal, this 4th day of May, A. D. 1942.

My Commission expires March 14, 1943.

Teresa Wenyss

A Notary Public in and for the
County of El Paso and State of
Colorado.



Figure III-1
SERVICE AREA
UTE PASS WATER TREATMENT PLANT

Exhibit B
11407

QUIT CLAIM DEED

THIS DEED, made this 1st day of May, 1988, between the Town of Green Mountain Falls, Colorado, hereinafter referred to as Grantor, and the City of Colorado Springs, Colorado, hereinafter referred to as Grantee,

Witnesseth, That the Grantor, for and in consideration of the sum of \$1 and other valuable consideration, the receipt of which is hereby acknowledged, by these presents does remise, release, sell, convey, and quit claim unto Grantee, its heirs and assigns forever, all the right, title, interest, claim and demand which the Grantor has in unto the following described real estate situate, lying in and being in the County of El Paso and State of Colorado, to-wit:

A water distribution system, including all pipelines, physical facilities and appurtenances thereto and all interest in easements, licenses, rights of way and other rights owned by Green Mountain Falls as a part of or necessary to the construction, operation and maintenance of said water distribution system, more fully described in the Agreement Between the City of Colorado Springs and the Town of Green Mountain Falls dated May 1, 1988, attached hereto and incorporated herein by reference.

To have and to hold the same, together with all privileges belonging or in any manner appertaining thereto, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the use and benefit of the Grantee, its heirs and assigns forever.

The above referenced Agreement Between the City of Colorado Springs and the Town of Green Mountain Falls and the authority to execute this instrument on behalf of the Town of Green Mountain Falls by its Mayor were approved by the electorate of the Town of Green Mountain Falls in accordance with Colorado law on April 5, 1988, and subsequently approved by an ordinance of the Board of Trustees of the Town of Green Mountain Falls (Ordinance No. 06-1988) on April 19, 1988.

In Witness Whereof, The Grantor has set its hand and seal the day and year first above written.

Attest:

TOWN OF GREEN MOUNTAIN FALLS

By: Tamianne Weage

Tamianne Weage, Town Clerk
Town of Green Mountain Falls

By: Kirk L. Brush

Mayor

STATE OF COLORADO)
) ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this
1st day of May, 1988, by Kirk L. Smith,
Mayor of the Town of Green Mountain Falls, Colorado.

Witness my hand and official seal.

(SEAL)

My Commission Expires:

12/23/91

Tamianne Weage
NOTARY PUBLIC
~~104 South Cascade Ave., Suite 204~~
~~Colorado Springs, CO 80903~~

Tamianne Weage
8174 Chipita Park Rd.
P.O. Box 360
Green Mtn. Falls, CO 80819



The Town of Green Mountain Falls

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

Committee Volunteer Application

Volunteer Position applying for: PARKS + REC
Name: CLAY GAFFORD
Street Address: 2045 OAK ST
City, State: GMF Zip Code: 80819
Phone Number: _____ Email address: CLAYGAFFORD@AOL.COM
How many years have you been a resident of Green Mountain Falls: 60
Current Employer/Occupation: RETIRED ELECTRICAL CONTRACTOR
Work Experiences that may apply: 30 YRS CONSTRUCTION PROJECT MGR
Other Volunteer Experiences that may apply: PRIOR PLANNING COMM MGR, U.S. PASS CHAMBER PRESIDENT, CAPTAIN OF FIRE DEPT
Any Special Qualifications that may apply to this volunteer position: DESIGN + CONSTRUCTION EXPERIENCE
Other Current Volunteer Positions you hold: _____
Reasons for choosing this Volunteer Opportunity: TO CLEAN UP THE MESS WE NOW HAVE WITH OUR PARKS

*Please attach any other relevant information/documentation that would enhance your application.

By signing below, you acknowledge that the Town of Green Mountain Falls IS NOT liable for any harm and/or injury sustained while volunteering at any Town facilities or activities.

You also agree that all information you have provided in this application is true to the best of your knowledge.

Volunteer Signature: Clay Gafford Date: 6/18/20
Are you 18 years or older? YES ☒ NO ☐

If NO, Guardian Signature: _____

Angie Sprang

From: claygafford@aol.com
Sent: Wednesday, July 1, 2020 12:05 PM
To: Angie Sprang; Clay Gafford
Subject: Trails issues and proposals

TO:
Green Mtn. Falls Town Council
10625 #B Green Mtn. falls Rd.
Green Mtn. Falls CO.

From:
Clay Gafford
7045 Oak St. POB 534
GMF CO. 80819

Council Members:

I am proposing a solution to the problems many locals have a problem with and the town has a huge liability problem. That is the huge crowds of people brought into town by all the trails. Questionable trails shown on current trails map need to be closed to rid the liability to the town. Old Mt Dewey trail is on private property, horseshoe trail is totally on NFS and the section from top of ridge to Garden of Eden was built by the trails committee. Just a matter of time until we hear from them. Trail on the top of Mt Dewey is private property. Catamount trail crosses private property before connecting to Garden of Eden and Bratton. The property owner has not contacted the town but told me he never gave permission and was never asked for permission before the trail was built. Crystal trail crosses CSU water shed property. They are aware of the problem and had written a letter to the trails committee when it was built. There are lots of legal issues with the trails at this point and any one of the ones I've mentioned could result in legal action when the victim of the trespassing comes forward. I would think the town would want to know if these trails are legally OK crossing the properties I have mentioned before

Palmer Lake has been suffering from the same problems and have closed all street park to nonresidents and hikers have to park in designated lots to hike there trails.

They have had all trails closed due to Covid and the crowds coming to there town to hike.

We are also having a increase in Covid cases in Colorado and the entire country. We don't need a bunch of possible carriers coming into our town. Not to mention the fire danger we are under. We need to close all the trails and get the issues resolved.

This is my first version of a plan and will need revisions to fit in to the towns visions for the trails problems.

Problems needing addressed

1. Parking/People

- a. Only allow 66 hiker cars at a time to park on streets.
- b. Reserve parking/trails pass on line and pay for passes at trailheads. By reserving spot on line would give town greater control over number of hikers allowed to hike per day.
- c. Additional parking might be available on Kaasee property but we don't need more than 66 car loads of hikers at a time in our town.

2. Toilet problem

- a. Rent porta johns until permanent toilets can be built.
- b. Open swimming pool as public restroom.
- c. Additional Porta johns will be needed through out town and will need to be discussed with budget discussions.

3. Lack of financial benefit from the trails

- a. Start charging for parking/trails pass.
- b. Fees will need to be discussed.

- c. Profits from sales to be used for enforcement, toilets, trails up keep, fire mitigation and parks up grades. Not other town expenses.

Proposed solution to Problems

1. Close all trails to stop the hoard of people from coming into town while we get the new system in place. Covid is on the rise in Colorado and all of the towns major events have been scaled way back. This would be a perfect time to rebuild the trails infrastructure in town and have a new start with a system controlled by the town.
2. Grade out 250' of existing parking space from Maple St. to Catamount Creek bridge at swimming pool. This will clean up all the piles of dirt left from snow plowing. (this was recently completed by the town crew)
3. Install boulders along Ute Pass Avenue to create barrier between cars and creek. These will be 2' to 3' boulders spaced 7' apart buried 6" deep. This type barrier is being used at various places in town now. Boulders would be placed 20' + or - from edge of asphalt front of boulder. This would allow for a open space in front of the cars to develop the creek access, remove hazards and beautify the area to look more like a park. This rock boundry would run from the bridge at the swimming pool park to Maple st. and from Maple st. to the upholstery shop and on to Oak street. Additional work will remove over growth vegetation and excess gravel left by drainage pipe across from Outlook Lodge. This would open up creek and make a green belt 40 to 50' wide from Oak st. to Maple st. The north side of Catamount Creek is also the Malcom and Dorthy Hart Conn Memorial trail. Clean all branches, vegetation dams and any other mess from creek. This would create 50 parking spaces.
4. Install a Trail Head and information board 85' NW of Maple St. This will be one of the sites where you can purchase parking/trails pass. A envelope with a detachable tag to put in your vehicle window and Pay Envelopes to the Payment collection Canister. Price of pass to be determined. There would also be a porta john. We will relocated the existing bear proof trash container from the park next to the basketball court to this location. The dog poop bag station would also be relocated to trail Head. A alternate or

additional location for the porta johns could be across from the church. There would be no hiker parking from Oak to Maple street on Sunday morning until church is over. Special use requests from the church for events such as weddings and funerals will also close parking for hikers as needed.

5. The rock boundary would also be placed nw of the pool bridge along the creek approx 185'. This is the current location of a town gravel pit with tons of rocks, left over culvers, piles of dirt and unhappy residents living next to this eye sore in the middle of town. This needs to go away. Fortunately there should be enough materials there to complete the work previously mentioned.
6. I would extend the open green belt concept along the creek for 200' this would tie in to the nicely landscaped property to the NW of this site. There will be approximately (16) parking spots here with another trailhead site the same as previously described in #4.
7. Now all town owned parking open to hikers is with in a rock boundary. Easy to control and police.
8. There would be NO TRAIL HIKER PARKING from Oak street to the existing fire station. This street parking will be reserved for the local business, post office, church, lake and park parking. Existing Trail Head sign located at Lake St. will be removed and reused at new site.
 - a. There will be many signs needed to direct all of the hikers and make the rules known. New trail maps will be needed to be made showing closed trails on Mt Dewey summit and Old horse trail. A discussion of the trails names need to be discussed with a historical GMF to assure we keep the historical names given to geographical areas and change them back where they have been changed by trails committee. New trails recently built on large areas of former ranches should be named after the people who homesteaded and first owned the property a century ago Bratton change to "Gaylor" after GG Gaylor, Garden of Eden back to Historical "The Meadows" "Mt. Dewey" not Dewy Mtn. Mt. Dewey and Horseshoe trail were built by GG for his customers to ride on. If the new trail on Red Devil is built it should be named Brochurst trail. Henry Brochurst owned all of Red Devil and had a riding academy across from the church.

9. Budget and Time line

- a. Additional planning with in put from council will be needed before we can create a realistic time line and budget.

Thank you for the opportunity to submit a proposal that might help to get our town back to the quiet not so congested town we all live here for.

Respectfully

Clay Gafford

BOARD OF TRUSTEES AGENDA MEMO

DATE: 7.7.2020	AGENDA NO. 6a	SUBJECT:
Presented by: Angie Sprang, Town Manager		Public Hearing and Final Adoption of Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions

Recommend action: Move to approve Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions.

Background: Upon the direction of the Trustees, after discussion at the June 16th, 2020 meeting, Town Staff consulted with the Town Attorney to draft an ordinance that meets the Town's needs. From the Town's Attorney, attached you'll find Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions for the Board to consider, a housekeeping item. Some highlights of the ordinance are:

- Committees (5 members on each appointed by the Board of Trustees)
 - Planning Commission
 - Fire Mitigation Committee
 - Parks, Rec., Trails Committee
 - Board of Adjustment
- Membership for In-Town Residents
- Members can serve on one board
- Current memberships expire and all are invited to reapply

Issue Before the Board: Move to approve Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions.

Alternatives: 1. Approve the Ordinance with modifications, which may require additional legal review.
2. Don't approve the Ordinance.

Conclusion: Updating this part of our Municipal Code is a housekeeping item ensuring that advisory boards, committees, and commissions acting on behalf of the Town and/or in the Town's name, are official.

**TOWN OF GREEN MOUNTAIN FALLS
ORDINANCE NO. 2020-03**

**AN ORDINANCE AMENDING CHAPTER 2 OF THE GREEN MOUNTAIN FALLS
MUNICIPAL CODE CONCERNING BOARDS, COMMITTEES, AND COMMISSIONS**

WHEREAS, the Planning Commission has a basis in state law, specifically, Part 2, Article 23, Title 31, C.R.S.;

WHEREAS, the Board of Adjustment has a basis in state law, specifically, C.R.S. § 31-23-307;

WHEREAS, as a statutory town, the Town has certain obligations regarding the Planning Commission and the Board of Adjustment;

WHEREAS, the Town has formed other boards and committees from time to time over which it has complete control;

WHEREAS, the Town desires to update its municipal code regarding boards, committees, and commissions to the extent it is authorized to do so under state law and to reorganize the same;

WHEREAS, in doing so, all current membership in the Parks and Recreation Advisory Board, the Fire Mitigation Advisory Board, and other existing Town boards, committees, or subcommittees will be terminated;

WHEREAS, with the exception of the Planning Commission and Board of Adjustment, as part of this reorganization, all seats on committees will become vacant for the new appointment of members by the Board of Trustees; and

WHEREAS, the amendments set forth herein will allow for clearer delineation of powers, duties, and authority and greater consistency regarding boards, committees and commissions.

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

Section 1. Article IX of Chapter 2 of the Green Mountain Falls Municipal Code is hereby repealed and reenacted to read as follows:

ARTICLE IX – Planning Commission

Sec. 2-221. - Purpose.

(a) The Town is a rural mountain community in a natural setting characterized by mountainsides, boulders, streams, trees and other flora indigenous to its location, altitude and climate.

(b) Buildings and other improvements within the Town exhibit a prevailing rustic aspect subordinate to the environment. Dwellings designed for

single-family residence predominate. Commercial, civic and residential activities are of a service, crafts, professional and recreational nature. It is the purpose of this Article to accomplish the preservation and enhancement of these conditions and qualities. Therefore, pursuant to the authority conferred by state statutes, there is created a Planning Commission for the Town.

Sec. 2-222. - Powers and duties.

The Planning Commission shall have the powers and duties as set forth in C.R.S. § 31-23-201, *et seq.*, as amended, including, without limitation, the duty to formulate and approve a Master Plan for the Town and to make careful and comprehensive surveys and studies of present and future growth of the Town with due regard to its relation to neighboring territories. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, well-adjusted and harmonious development of the Town and its environs which will, in accordance with present and future needs, best promote the health, safety, morals, order, convenience, prosperity and general welfare as well as efficiency and economy in the process of development; including among other things adequate provision for traffic, beautification, promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and efficient expenditures of public funds and the adequate provision of public utilities and other public requirements. The Planning Commission shall review all proposed subdivisions, proposed zoning and such other matters relating to planning as is deemed advisable. The decisions of the Planning Commission shall be purely advisory in nature to the Board of Trustees. Upon the final adoption of the Master Plan by the Planning Commission, the same shall be presented to the Board of Trustees for its approval and the Master Plan shall be given primary consideration by the Board of Trustees. The Board of Trustees may amend or alter the Master Plan but only after the Planning Commission has had the opportunity to comment upon the proposed amendment. Any deviation from the Master Plan shall be determined to be an amendment to the Plan.

Sec. 2-223. –Membership and term.

(a) The Planning Commission shall consist of 5 members appointed by the Board of Trustees. In addition to 5 regular, voting members, one Board of Trustee member shall serve as an ex officio member of the Planning Commission and may take part in discussions but shall not vote.

(b) The term of the ex officio member shall correspond to his or her official tenure. The term of each voting member shall be 3 years or until his or her successor takes office. A voting member may be removed by the Board of Trustees upon the filing of a written statement by a member of the Board of Trustees if, after public hearing, the Board of Trustees finds the member has committed inefficiency, neglect of duty, or malfeasance in office.

Sec. 2-224. - Meetings.

(a) The Planning Commission shall meet at the call of the Town Manager or the Town Manager's designee.

(b) Public notice conforming to the requirements of Section 2-61 hereof and Chapter 16 of the Code shall be required prior to any public hearing.

Section 2. Article X of Chapter 2 of the Green Mountain Falls Municipal Code is hereby repealed and reenacted to read as follows:

ARTICLE X – Board of Adjustment

Sec. 2-241. – Purpose.

A Board of Adjustment is hereby created to hear and decide appeals from and review any order, requirement, decision or determination made by any administrative official charged with enforcement of this Code.

Section 2-242. – Powers and duties.

(a) The Board of Adjustment may overturn or modify any order, requirement, decision or determination made by an administrative official charged with enforcing this Code when it determines that the official incorrectly applied this Code or exceeded his or her authority. In addition, where there are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of this Code, the Board of Adjustment has the power, in passing upon all appeals, to vary or modify the application of the regulations or provisions of this Code relating to the use, construction or alteration of buildings or structures, or the use of land, so that the spirit of this Code is observed, public safety and welfare secured and substantial justice done.

(b) The concurring vote of 4 members of the Board of Adjustment shall be necessary to reverse any order, requirement, decision or determination of any administrative official, or to decide in favor of the applicant any matter upon which it is required to pass under this Article or to effect any variation of this Article.

Sec. 2-243. – Membership and term.

(a) The Board of Adjustment shall consist of 5 members appointed by the Board of Trustees. In addition to 5 regular, voting members, one Board of Trustee member shall serve as an ex officio member of the Board of Adjustment and may take part in discussions but shall not vote.

(b) The term of the ex officio member shall correspond to his or her official tenure. The term of each voting member shall be 3 years or until his or her successor takes office. A voting member may be removed by the Board of Trustees upon the filing of a written statement by a member of the Board of Trustees if, after

a public hearing, the Board of Trustees finds the member has committed inefficiency, neglect of duty, or malfeasance in office.

Sec. 2-244. - Meetings.

(a) The Board of Adjustment shall meet at the call of the Town Manager or the Town Manager's designee and shall fix a reasonable time for the hearing of all appeals.

(b) Public notice conforming to the requirements of Section 2-61 hereof and Chapter 16 of the Code shall be required prior to any public hearing.

Section 3. Article XII of Chapter 2 of the Green Mountain Falls Municipal Code is hereby repealed and reenacted to read as follows:

ARTICLE XII – Parks, Recreation and Trails Advisory Committee

Sec. 2-271. – Purpose.

The Town's health, welfare, beauty, and economic vitality would best be served if there was more coordination in planning for the maintenance and improvement of its parks, recreation, and trails; therefore, the Parks, Recreation and Trails Advisory Committee, a standing committee, is hereby created.

Sec. 2-272. - Powers and duties.

(a) The Parks, Recreation and Trails Advisory Committee shall have the power and duty to formulate and approve a Parks, Recreation, and Trails Master Plan; to review the maintenance and capital needs of the Town's parks, recreation facilities, and trails; to make recommendations to the Board of Trustees for additional resources that may be needed to address these needs; to recommend trail construction, maintenance, planning and acquisition; and to recommend capital projects that the Town should undertake to improve recreation facilities. The decision of the Parks, Recreation and Trails Advisory Committee shall be purely advisory in nature to the Board of Trustees. Upon the final adoption of any new version of the Master Plan by the Committee, the same shall be presented to the Board of Trustees for its approval.

(b) The Parks, Recreation and Trails Advisory Committee shall have the power to solicit donations and carry out fundraising campaigns as approved by the Board of Trustees and in accordance with the Town's Donation Solicitation policy. All funds donated shall be accepted in accordance with the Town's Donation Acceptance policy and given to the Town Clerk for deposit in a special designated fund maintained for this purpose by the Town.

Sec. 2-273. - Membership.

The Parks, Recreation and Trails Advisory Committee shall consist of 5 members appointed by the Board of Trustees. All members shall be residents of the Town. In addition to regular appointed members, one Board of Trustee member shall serve as an ex officio member of the Parks, Recreation and Trails Advisory Committee and may take part in discussions but shall not vote.

Sec. 2-274. Annual report.

At the first regular meeting of the Board of Trustees in February of each year, the chair of the Parks and Recreation Advisory Committee will submit a written report to the Board of Trustees summarizing the work of the Committee during the preceding calendar year. At that time, the chair of the Parks, Recreation and Trails Advisory Committee shall also present for the Board of Trustees review and approval a proposed work plan for the new year.

Section 4. Article XIII of Chapter 2 of the Green Mountain Falls Municipal Code is hereby repealed and reenacted to read as follows:

ARTICLE XIII – Fire Mitigation Advisory Committee

Sec. 2-281. - Purpose.

The public health, safety and welfare would best be served by effective coordination in fire mitigation activities between the Town and other regional governmental agencies. Therefore, a Fire Mitigation Advisory Committee is hereby established to advise the Board of Trustees and to coordinate with the El Paso County Emergency Management, the Colorado State Patrol, and other governmental agencies on fire-related issues affecting the Town and to develop a notification and evacuation plan for the Green Mountain Falls community.

Sec. 2-282. – Powers and duties.

The Fire Mitigation Advisory Committee shall have the power and duty to formulate fire mitigation plans, to coordinate with El Paso County Emergency Management, the Colorado State Patrol, and other governmental agencies on fire-related issues affecting the Town and to develop a notification and evacuation plan for the Green Mountain Falls community. The Fire Mitigation Advisory Committee shall work to carry out the recommendations in the "Action Recommendations for Structural Ignitability and Public Outreach" set forth in the Town of Green Mountain Falls Comprehensive Plan, adopted June 25, 2019, on p. 93, Table 2. The Fire Mitigation Advisory Committee may make further recommendations to the Board of Trustees for additional resources that may be needed to address these needs, and to recommend projects that the Town should undertake to improve the Town's resiliency to fire-related hazards. All activities of the Fire Mitigation Advisory Committee shall be subject to final approval of the Board of Trustees of the Town.

Sec. 2-283. - Membership.

The Fire Mitigation Advisory Committee shall consist of 5 members appointed by the Board of Trustees. All members shall be residents of the Town. Persons interested in becoming members shall complete and submit an application in accordance with the Town's Policy on Advisory Committees, Appointments to Outside Agencies and Volunteers. In addition to regular appointed members, one Board of Trustee member shall serve as an ex officio member of the Fire Mitigation Advisory Committee and shall take part in discussions but shall not vote.

Sec. 2-284.- Annual report.

At the first regular meeting of the Board of Trustees in February of each year, the chair of the Fire Mitigation Advisory Committee shall submit a written report to the Board of Trustees summarizing the work of the Committee during the preceding calendar year. At that time, the chair of the Fire Mitigation Advisory Committee shall also present for the Board of Trustees review and approval a proposed work plan for the new year.

Section 5. A new Article XIV is hereby added to Chapter 2 of the Green Mountain Falls Municipal Code to read as follows:

ARTICLE XIV - Boards, Committees and Commissions

2-291. – Creation.

Pursuant to the authority conferred by state statutes, there is hereby created a planning commission, a board of adjustment, a parks, recreation and trails advisory committee, and a fire mitigation advisory committee, which shall hereinafter for the purposes of this Article be referred to as "boards, committees, and commissions" or "board, committee or commission." All boards, committees, and commissions shall act in a purely advisory role to Board of Trustees unless expressly stated otherwise in this Code or statute.

2-292. – Applicability.

The provisions of this title shall apply to all boards, committees, and commissions except when the topic is specifically addressed in the section related to the individual board, committee, or commission.

2-293. – Members and alternates; appointments and requirements.

(a) All members of any board, committee, or commission shall be residents of the Town and shall be appointed by Board of Trustees. In making appointments, the Board of Trustees shall strive to select members representative of all community demographic and stakeholder groups. If any member ceases to reside in the Town, membership shall immediately terminate. All boards, committees, and commissions shall consist of 5 voting members. No member of

the Board of Trustees and no Town employee shall serve as a voting member of any board, committee, or commission. No person shall serve as a member or alternate member of more than one board, committee, or commission at the same time.

(b) The Board of Trustees may appoint alternate members to any board, committee, or commission, not to exceed 3 alternate members. Alternates are invited and requested to attend all meetings of the board, committee, or commission, but are not required to do so. Alternate members may take part in the discussion of any matter that comes before a board, committees, or commission, except for quasi-judicial matters, in which they may not participate unless they have been appointed in the place of an absent member. An alternate member may not vote on any matter unless designated to do so by the chair of the board, committee, or commission, in place of an absent member.

(c) Member Resignation. The chair shall inform the Town Clerk in writing within one week of any member's resignation.

(d) Persons interested in becoming members shall complete and submit an application in accordance with the Town's Policy on advisory Committees, Appointments to Outside Agencies, and Volunteers.

2-294. – Terms of office and appointment.

Appointments to all boards, committees, and commissions shall be made by the Board of Trustees for 3-year terms. Members shall serve without compensation. Initial terms of membership shall be as follows: Two members shall be appointed to a one-year term, two members shall be appointed to a two-year term, and one member shall be appointed to a three-year term. Thereafter, as the terms expire, all appointments shall be for a period of 3 years. Any members whose term expires may seek reappointment. Term limits shall not apply.

2-295. – Quasi-judicial hearings.

In any quasi-judicial or public hearing held before any board, committee, or commission, all evidence and testimony shall be presented publicly. The commission may use its expertise, technical competence, and specialized knowledge in evaluating evidence presented to it and shall have the power to weigh any evidence accordingly.

2-296. – Officer positions.

Each board, committee and commission shall appoint a chair and vice-chair annually during the first meeting of each calendar year. Each board, committee and commission shall appoint a secretary who may be a non-member who is an employee of the Town. Each board, committee or commission shall operate in accordance with the rules of procedure in Section 2-297. The board, committee or

commission chair shall notify the Town Clerk in writing within one week post-election of the names of officers.

2-297. – Rules of procedure.

Each board, committee and commission shall hold all meetings at Town Hall at regular intervals as set forth in the board, committee or commission's adopted bylaws. All meetings shall be open to the public, after posting full and timely notice of date, time, place, and subject matter of the meeting at the Town's designated posting locations. At each meeting, the public shall be given an opportunity for public comment. Full and timely notice shall be deemed to be at least 24 hours prior to the date and time of the meeting. Unless required otherwise in this Chapter, all boards, committees, and commissions shall meet regularly at least once each month, except when a quorum is not available, or there is no business to address. Each board, committee, or commission's secretary shall keep minutes of its meetings and records of its transactions, the secretary shall deliver them to the Town Clerk in a timely manner for submission to the Board of Trustees. Special meetings may be called by the chair, any 3 members, or the Town Manager with at least 24 hours' written notice. The chair has final authority to establish the agenda and will collaborate with other members and Town staff in its development. The chair or his or her designee shall serve as the conduit of communication between the board, committee, or commission and the staff liaison and Board of Trustees. A majority of the appointed non-vacant seats shall constitute a quorum.

2-298. – Authority and responsibility.

(a) Boards, committees, and commissions shall exercise their authority and shall be accountable to comply with the board, committee or commission's approved work plan, the Board of Trustees' goals, and with other Board of Trustees adopted rules or regulations. Unless otherwise provided by law, no board, committee, or commission, and no member of any board, committees, or commission shall have authority to act on behalf of the Town, including without limitation approving contracts, negotiating deals, spending or allocating Town funds, and negotiating transactions involving real or personal property.

(b) Within 90 days of creation, each board, commission or committee shall submit a set of bylaws to the Board of Trustees for review and approval. Bylaws shall, at a minimum, set the board, commission or committee's regular meeting date and time.

(c) Each board, committee or commission shall provide an agenda to the Town Clerk at least 24 hours prior to the date and time of each meeting and shall provide the Town Clerk with approved minutes following every meeting.

(d) In collaboration with Town staff, each board, committee, and commission shall submit an annual budget request to Board of Trustees, which furthers the accomplishment of that plan. Once funding has been approved through

the budgeting process, each board, committee, and commission may offer recommendations to the Town staff and Board of Trustees on the expenditure of those funds.

(e) No board, committee, or commission and no member of any board, committee, or commission shall have the authority to accept donations on behalf of the Town, to direct any Town employee, or to make operational decisions for the Town.

2-299. – Recommendations to Board of Trustees.

Each board, committee, and commission shall deliver recommendations to the Board of Trustees concerning its budget provisions and other matters within its purview as required herein, from time to time as directed by the Trustees, or as initiated by the board, committee, or commission. Board of Trustees shall approve annual board, committee, or commission work plans and may provide direction to boards, committees, and commissions regarding specific matters upon which the Board of Trustees desires the board, committee, or commissions to investigate and provide recommendations. Boards, committees, and commissions shall follow such direction and provide their recommendations to Board of Trustees via the means directed by the Board of Trustees.

2-300. – Removal.

Except as provided otherwise in this Chapter, the Board of Trustees shall have the power to remove any member of any board, committee or commission at any time with or without cause. Upon removal, the Board of Trustees shall fill any vacancy for the remainder of the vacated position's term. If there is less than one year remaining on the term, a person may, but need not, be appointed to fill the remainder of that term and the next full term.

2-301. – Staff liaison role.

The Town Manager may assign Town personnel to assist boards, committees, and commissions with budget proposals or any other duties as is necessary for the boards, committees, or commissions to adequately perform their functions.

2-302. – Subcommittees.

From time to time, the Board of Trustees or a board, committee, or commission may establish temporary or standing subcommittees to study issues or make recommendations. No formal action may be taken by a subcommittee. Subcommittee meetings shall be public meetings, shall comply with the rules of procedure set forth in Section 2-297, and shall be attended by at least one member of the board, committee or commission that formed the subcommittee. All subcommittee recommendations must be submitted to the appropriate board, committee, or commission.

2-303. – Remote participation.

Members of any board, committee, or commission may participate in meetings remotely, and any remote participation shall be pursuant to rules and regulations adopted by the Board of Trustees, as they may be amended.

Section 6. Prior Appointments Cancelled. With the exception of the Planning Commission and the Board of Adjustment, all appointments made by the Board of Trustees to boards, committees or commissions including, without limitation, those made by Resolution 2020-03, dated January 21, 2020, are hereby rescinded. The Parks and Recreation Advisory Committee is dissolved and created a new as the Parks, Recreation and Trails Advisory Committee. The Fire Mitigation Advisory Committee is dissolved and created anew. All seats are currently vacant, and residents interested in becoming a member in either committee shall complete and submit an application in accordance with the Town's Policy on Advisory Committees, Appointments to Outside Agencies and Volunteers.

Section 7. Repeal. All prior acts of the Board of Trustees inconsistent herewith are hereby repealed including, without limitation, Ordinance 2020-02 establishing the Fire Mitigation Advisory Committee, Resolution 2017-09 establishing a trails committee, and Resolution 2009-08 establishing policies for the formation of advisory committees.

Section 8. Bylaws for Planning Commission and Board of Adjustment. Within 90 days of the Effective Date of this ordinance, the Planning Commission and Board of Adjustment shall submit to the Board of Trustees for review and approval a set of bylaws that comply with Section 2-298(b) Green Mountain Falls Municipal Code, set forth above.

Section 9. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 10. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 11. Effective Date. This Ordinance shall be effective thirty (30) days after publication.

INTRODUCED AND ORDERED PUBLISHED the ____ day of _____, 2020, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

ADOPTED AND ORDERED PUBLISHED the ____ day of _____, 2020.

Jane Newberry, Mayor

ATTEST:

Angie Sprang, Town Manager

Published in the Pike Peaks Courier, _____ 2020.

BOARD OF TRUSTEES AGENDA MEMO

DATE: 7.7.2020	AGENDA NO.	SUBJECT: Trails & Trails Committee Discussion
Presented by: Angie Sprang, Town Manager		

Recommend action:

1. Move to approve Resolution 2020-13 A Resolution of the Town of Green Mountain Falls, Colorado ordering that the Trails Committee Advisory Board suspend all meeting and activity.
2. Move to approve Resolution 2020-14 A Resolution of the Town of Green Mountain Falls, Colorado direction the Town Manager to close all trails and trailheads in the Town due to COVID-19 health concerns.

Background: The small municipalities along Ute Pass all share a unique land ownership history. Public and private lands have changed hands for centuries, which can make title work and a complete record of decision-making a challenge. Public testimony given to the Board of Trustees in June 2020 prompted staff to review archived documents and create a chronological narrative of decisions on public trail development in Town.

Meeting agendas and minutes show a public that was vocal, invested, and deeply divided over what may have been a historical trail and the establishment of a trailhead within the Public Right-of-Way at Catamount Street. Beginning at the Planning Commission in 2011, the issue of the privately owned Mt. Dewey trail and a publicly-managed trailhead became contentious, monopolizing Board agendas throughout 2014, finally resulting in the March 17, 2015 motion to “direct the Trails Committee to put the trail head at the end of Myrtle.” Future Planning Commission and Trails Committee agenda items for signage, parking, trail work, and the associated public comment persist through 2016, but became less frequent over time.

Proposed legislation in mid-2020, establishing a process for appointing and managing all advisory boards and commissions, resurrected the discussion of Trails and of GMF volunteers working on and managing public lands. This combined with an increase in recreational tourism due to COVID, the influx of hikers from the temporary closure of the Manitou Incline, lack of public infrastructure, and resulting parking challenges, are some of the concerns that gave the public trails renewed attention. There is now before the Board an opportunity to create solutions for the issues being raised at Town Hall:

- Insufficient directional signage
- Possible Trespassing on residential private property
- A lack of safe, designated public parking
- Increased traffic patterns in residential areas
- Degradation of publicly maintained gravel roads from altered drainage patterns along steep slopes
- Higher demand along the paved commercial areas, thereby decreasing customer availability
- Dogs off-leash and dog waste on trails
- Inadequate restroom facilities; human waste and used toilet tissue along trails (COVID concern)
- Large influx of hikers in town & an older population with higher COVID risk (COVID concern)
- Unpermitted construction on private property
- Public recreational projects that may not have been considered in open meetings

Discussion

COVID-19 Concerns: The local disaster emergency related to the COVID-19 pandemic continues to threaten the health, safety and welfare of the Town, its residents, visitors, employees, and businesses and continues to constitute a local disaster emergency. The Town has experienced a large influx of people seeking to use the trailheads and trails in the Town, which has resulted in crowding on the streets, traffic, parking problems, unsafe pedestrian and vehicular encounters, and inadequate social distancing; and a lack of trailhead facilities has resulted in unsanitary conditions around trailheads and on the trails themselves, including human excrement. All of these bring serious health and

safety concerns to light due to the current COVID-19 global pandemic. Our Manitou Springs neighbors have closed the incline due to COVID-19 concerns, and since The Town of Green Mountain Falls has seen an influx of hikers utilizing our trail systems.

Other Items for Discussion: Planning Commission, Trails Committee, Parks and Recreation Committee, and Board of Trustees meeting minutes over the past nine years indicate myriad discussions regarding the dedication of private land for public recreation. Such development- whether on private or public land- would have been given significant consideration due to the resource-heavy burden assumed by Town Manager, Public Works, and local law enforcement. A dedicated trail or land gift is granted through a formal process and may vary depending on the type and location of development. If such a procedure is not outlined in the Municipal Code, there still exists best practices for future management and legal review for liability. Town Zoning Code and the GMF Municipal Code, along with state law, would be the guiding documents for land use decisions.

Staffing budget and availability has varied over the years, as it does in many small municipalities. GMF has a strong history of volunteerism- people willing to dedicate time and expertise for the betterment of the community. In the past, agendas were posted, volunteers were solicited, meetings were facilitated, and minutes were recorded by citizens helping the Town Clerk with a job that was simply too vast for one person. An unintended consequence is a less-than complete public record at Town Hall. Hard copy documents prior to 2014 are even more rare due to the fire at Town Hall.

Town Management is asking for volunteers to further assist with closing some gaps in the public record. There is great historical significance in these documents and filling the gaps which may impact the Town and Town operations going forward. Meeting minutes from 2010 to present reference attachments and exhibits that are not in Town Hall records; land use and zoning changes may not have been recorded by the El Paso County Clerk and Recorder's Office: land surveys, land dedications, temporary and permanent easements, trails management plans, signage plans, open space inventory, capital improvement grants, zoning petitions, etc. Most public recreation projects would have been presented to the Planning Commission for recommendation to the Board of Trustees. Instances of land disturbance and/or construction typically require a grading and erosion control plan for development. During the plan review public process restroom plans, trails maintenance plans, and parking plans would be addressed in the plan proposal. Funding for work on public land would have been received as a donation to Town Hall and the Board of Trustees.

A records search of available meeting minutes shows several critical documents were available as part of the Trails Committee agendas, though may not be included in packet materials, and appear not to have been recorded with the Clerk's Office:

- Trailhead alternatives analysis
- Professional land surveys on private property
- Trails management plan
- Signage plan
- Benches plan
- Memos and Correspondence with Attorney
- GPS coordinates of the entire trail

Meeting minutes show that for the Mt. Dewey Trail, the Board of Trustees considered a proposal for a trailhead project on Myrtle and that project proposals for constructing a trail may not have gone through development process. Records for the Planning Commission's review and recommendation to the Board, including temporary or permanent easement and management plan, for a trail through private property, zoned 5-Acre Residential, are not maintained at Town Hall.

A Parks, Rec., and Trails Master Plan may be a beneficial community process – a guiding document to move us forward with a united community vision. Below are links to GMF Comp Plan with trails info & Sample Parks Rec Trails Master Plans.

- [2015 Town of Carbondale Parks, Rec., & Trails Master Plan](#)
- [2016 City of Manitou Springs Parks, Open Space, Trails Master Plan](#)

- [2019 Town of Green Mountain Falls Comprehensive Plan](#)

Issue Before the Board:

1. Does the Board of Trustees Resolve to close the trails and trailheads due to COVID-19 concerns?
2. Does the Board of Trustees Resolve to order that the Trails Committee Advisory Board Suspend all meetings and activity?

Alternatives

1. Approve one/both of the resolutions with modifications, which may require additional legal review.
2. Don't approve one/both of the resolutions, and direct Town Staff otherwise.

Conclusion: For open space active and passive recreation areas to remain open and for public services to continue providing sufficient levels of service for residents and visitors, Town Management- in conjunction with the Board of Trustees and Town Attorney- must be able to provide the safe, legal access to trails it has maintained for years.

RESOLUTION NO. 2020-13

**TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS,
COLORADO ORDERING THAT THE TRAILS COMMITTEE
ADVISORY BOARD SUSPEND ALL MEETINGS AND ACTIVITY**

WHEREAS, the Board of Trustees has approved an Ordinance terminating the Trails Committee Advisory Board, and forming a new Parks, Recreation and Trails Advisory Committee;

WHEREAS, the Ordinance shall take effect thirty (30) days after publication and the existing members of the Trails Committee Advisory Board may apply for positions on the new Parks, Recreation and Trails Advisory Committee;

WHEREAS, until the new Parks, Recreation and Trails Advisory Committee has been formed and its new members appointed, the Board of Trustees desires the current Trails Committee Advisory Board to suspend all further meetings and activity; and

WHEREAS, any activity or meetings conducted by the current Trails Committee Advisory Board shall be without authorization of the Town and expressly beyond the scope of authority of any individual claiming to be acting as a member of the current Trails Committee Advisory Board.

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

Section 1. The current Trails Committee Advisory Board is ordered to suspend all further meetings and activity. No individual may act in the capacity of a member of either the Trails Committee Advisory Board. Anyone claiming to be acting on behalf of either group shall be acting without authorization and shall be acting beyond the scope of his or her authority.

INTRODUCED, READ and PASSED this ___ day of _____, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Angie Sprang, Town Manager

RESOLUTION NO. 2020-14

**TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS,
COLORADO DIRECTING THE TOWN MANAGER TO CLOSE
ALL TRAILS AND TRAILHEADS IN THE TOWN DUE TO COVID-
19 HEALTH CONCERNS**

WHEREAS, in response to the COVID-19 pandemic, the Mayor issued an order declaring a local disaster emergency, which has been extended until further notice by the Board of Trustees;

WHEREAS, the local disaster emergency related to the COVID-19 pandemic continues to threaten the health, safety and welfare of the Town, its residents, visitors, employees, and businesses and continues to constitute a local disaster emergency pursuant to the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.*;

WHEREAS, the Town has a network of hiking trails with trailheads throughout the Town;

WHEREAS, the trailheads are in residential areas on streets with insufficient parking and facilities to serve large numbers of users;

WHEREAS, the Town has experienced a large influx of people seeking to use the trailheads and trails in the Town, which has resulted in crowding on the streets, traffic, parking problems, unsafe pedestrian and vehicular encounters, and inadequate social distancing;

WHEREAS, lack of trailhead facilities has resulted in unsanitary conditions around trailheads and on the trails themselves, including human excrement in residential neighborhoods; and

WHEREAS, the Trustees find and determine that closure of the trailheads is necessary to protect the public, health, safety and welfare.

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

Section 1. The Town Manager is hereby directed to exercise her authority pursuant to Article VIII of Chapter 2 of the Green Mountain Falls Municipal Code to order the closure of the trails and trailheads in the Town of Green Mountain Falls and to publicize such order by such means as the Town Manager deems appropriate.

INTRODUCED, READ and PASSED this ____ day of _____, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Angie Sprang, Town Manager

BOARD OF TRUSTEES AGENDA MEMO

DATE: 07.07.2020	AGENDA NO 6C	SUBJECT: “Summer of Good Neighbors”
Presented by: Victor Matthews III		

On June 2th, 2020 the Board of Trustees approved that Town Staff put together the “Summer of Good Neighbors” project to help keep the positivity of the community rolling and to help show everyone just all the good that is being done in our town. My Name is Victor Matthews the Third and I am helping lead the “Summer of Good Neighbors” Project. Thank you all for your continued support and ideas, keep leading people to this concept and this page and let’s keep the positivity rolling!

Report;

- The page went live less than 4 weeks ago and has been gaining some good attention
- At least 150 people have participated on the page in some way and it has over 70 likes so far with both those numbers growing every day
- It has had some people ask some basic questions like
 - What is open in the town?
 - What are some fun things that are happening in the town?
 - Has been a general tool for joy and gratitude
- Jesse S with Green Box and Misty B with Still Ute Pass have made some large contributions to the project and I’m sure there is more to come from everyone.
- We have also had people engage about giving photos for the page and the website.

The page is growing more and more to reflect the ways that green mountain falls is full of good neighbors. Overall, constantly people are seeing the good that our citizens are doing every day, and this loving-kindness is only going to spread!

BOARD OF TRUSTEES AGENDA MEMO

DATE: 7.7.2020	AGENDA NO. 6D	SUBJECT: DOLA Flood Recovery Projects
Presented by: Angie Sprang, Town Manager		

Recommend action: Move to approve the Water on Mars – GMF Contract for completion of the health and safety critical DOLA Flood Recovery Projects on Maple & Midland Streets.

Background: The Department of Local Affairs (DOLA) awarded the Town of Green Mountain Falls funds for Flood Recovery Projects in Town. Initially, there were four projects identified, two of those projects were deemed health and safety critical (Maple & Midland Street) priorities. There is approximately \$106k left in the 2020 annual budget for these projects, and the Water on Mars bid came in at \$119,359, along with an additional \$3,696 for project engineer, Andre Bracken's project management fee. Making the total project cost \$123,055. The funding gap can be filled by funds from this year's Municipal Pool closure due to COVID-19.

Issue Before the Board: Move to approve the Water on Mars – GMF Contract for completion of the health and safety critical DOLA Flood Recovery Projects on Maple & Midland Streets

Alternatives: 1. Approve the Contract, or 2. Don't approve the Contract, and direct staff otherwise.

Conclusion: N/A

May 27, 2020

Angie Sprang
Town Manager
Town of Green Mountain Falls
10615 Green Mountain Falls Road, Unit B
P.O. Box 524
Green Mountain Falls, CO 80819

Re: Contract Extension- Engineering Services during Construction of Flood Recovery Projects

Dear Angie:

Please find enclosed our fee proposal for Engineering Services during construction for the two projects, Maple Street Bridge and Midland Avenue Bridge. This is for extension of the existing On-Call Services Contract with the Town. Our current on-call budget has been expended. I have attached the brief Scope of Services and estimate of fees. We are requesting an extension based upon the amount of this fee proposal. I would note that this is not a typical construction management scope, but these services listed should suffice for these smaller construction projects to provide a level of quality assurance for the construction proposed. Our proposed labor fee is **\$3,696.00** for minimal construction oversight, responding to Requests for Information, reviewing pay applications, and project documentation. The duration of this work is expected to be 45 working days, or about 9 weeks, as per the schedule provided by the contractor. The above fee does not include mileage reimbursement. Mileage reimbursement is at the current rate of \$0.80/mile. Expected mileage will be approximately 200 miles, so mileage reimbursement should not exceed \$160.00. The total requested for this extension is **\$3,856.00**.

If you have any questions on this proposal, please call me at 719-400-9548 or 719-339-3841. And you can always send me an email anytime at Andre.Brackin@wilsonco.com. It has been a pleasure working with you and the Town of Green Mountain Falls on these projects.

Sincerely,

André P. Brackin, P.E.,
Senior Water Resources Project Manager
719-400-9548

enclosure

TASK	hours	rate	fee
10.1 Construction Engineering Assistance (1 employee)			
1. Attend Pre-Construction Meeting	2	\$ 168.00	\$ 336.00
2. Site Visit Maple Street Culvert (2 visits)	4	\$ 168.00	\$ 672.00
3. Site Visit Midland Avenue Culvert (2 visits)	4	\$ 168.00	\$ 672.00
4. Review quantities and pay application for Maple Street	2	\$ 168.00	\$ 336.00
5. Review quantities and pay application for Midland Avenue	2	\$ 168.00	\$ 336.00
10.2 Contractor Clarifications and Requests for Information (1 employee)			
1. Respond to RFI's (4 assumed)	8	\$ 168.00	\$ 1,344.00
Fee Total	22		\$ 3,696.00

Note:

1. Mileage reimbursement will be at the prevailing rate as described in the current on-call contract, and is not included in the above labor total.
2. No other reimbursable items are assumed required.

ENGINEERING SERVICES DURING CONSTRUCTION

10.1 Construction Engineering Assistance

Construction Engineering Assistance: When requested by the Town Manager, the WILSON & COMPANY engineers shall provide the services described below.

1. Attend meetings when requested by the project personnel. Anticipated meetings include the Pre-Construction meeting (one Consultant staff) and Four (4) Construction Observation Site Visits TBD (one Consultant staff). Two (2) visits per site. The site visits will occur for each site after (1) mobilization and temporary culvert installation and traffic control is installed, and (2) during culvert installation and rip rap application.
2. Verify quantities of materials installed and review pay estimates provided by the contractor for general conformance. Typical invoicing will occur monthly. Both projects will be billed in a single invoice. Two pay applications and invoices are assumed.

10.2 Contractor Clarifications and Requests for Information

Requests for Information: WILSON & COMPANY shall review the Contractor's requests for information or clarification of the contract for construction when requested by the Town Manager. WILSON & COMPANY shall coordinate such reviews with the design team and with the Town Manager as appropriate. WILSON & COMPANY shall coordinate and issue responses to the requests to the Town Manager.

Proposed Substitutions: WILSON & COMPANY shall assist the Town Manager in reviewing and responding to the Contractor's requests for substitution of materials and equipment when requested by the Town Manager. WILSON & COMPANY shall review such requests and shall advise the Town Manager as to the acceptability of such substitution.

It is assumed that WILSON & COMPANY will review and respond to Four (4) RFI's.

11.0 SCOPE OF WORK AND COMPENSATION MASTER LIST OF ASSUMPTIONS

The following assumptions were used when determining the compensation to WILSON & COMPANY. These assumptions are in addition to the scope and additional services set forth in the foregoing scope of work.

The construction period shall be 9 weeks.

The project shall be constructed under one general contract for construction.

WILSON & COMPANY shall have 1 person(s) attend the pre-construction meeting. It is assumed that this meeting will be held in the Town Hall or at the project site. This meeting duration is expected to be 2- hours.

WILSON & COMPANY shall have 1 person(s) attend four (4) site visits TBD in order to address design issues and verify plan and specification conformance. It is assumed that these meetings and brief site visits will last 2-hours.

Up to 4 Requests for Information/ Construction Clarifications shall be reviewed and responded to. It is assumed that 2- hours will be spent reviewing and responding to each RFI.

It is assumed that each pay application review and approval will require 2 hours.

Any labor and expenses required to address construction claims, unforeseen subsurface considerations or additional construction requested by the Contractor or Town Manager would be additional costs.

It is assumed that all other coordination with the contractor, the Town, residents, and Utility owners will be completed by the Town Manager.

Town of
Green Mountain
Falls
Flood Repairs

CONSTRUCTION CONTRACT
20-001

CONTRACT NUMBER: 20-001

SUBJECT: Flood Repairs

CONTRACTOR:

Water on Marrs, Inc.
PO Box 6776
Burbank, CA 91510
Ph: 877-627-7756
Fax: 877-627-7756

EFFECTIVE DATE:

EXPIRATION DATE:

THIS CONTRACT, entered into on the date set forth below, is made by and between the **Town of Green Mountain Falls** El Paso COUNTY, COLORADO ("TOWN") and Water on Marrs, Inc. ("CONTRACTOR").

WHEREAS, a bid/proposal has been received by the **TOWN** for the construction of the project, and it has been recommended that a contract for said project be made and entered into with the above-named **CONTRACTOR** under the above stated contract number; and

WHEREAS, the **CONTRACTOR** is willing, qualified and able to perform all of the contract work in accordance with the contract documents and its bid; and

WHEREAS, the **TOWN** desires to purchase and receive from **CONTRACTOR** all materials, labor, equipment and supplies necessary or incidental to the project described in **Appendices A and B** as the Maple Street Culvert and the Midland Avenue Culvert projects (the "Project"); and

WHEREAS, **CONTRACTOR** is an individual or entity qualified and able to provide the type of labor and materials required for the Project; and

WHEREAS, the parties to this **CONTRACT** desire to reduce to written terms the manner and conditions under which labor and materials will be provided and compensated.

NOW, THEREFORE, in consideration of the above, in consideration of the compensation to be paid the **CONTRACTOR**, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this **CONTRACT**, the **TOWN** and **CONTRACTOR** agree as follows:

SECTION 1. SCOPE OF WORK

The **TOWN** agrees to retain **CONTRACTOR** and **CONTRACTOR** agrees to furnish all labor, tools and materials necessary to complete the Project.

SECTION 2. CONTRACTOR'S RESPONSIBILITIES

2.1 **CONTRACTOR** shall adhere to all terms and conditions set forth in **Appendix C**, the General Conditions of the Contract attached to this **CONTRACT** and incorporated by reference.

2.2 All issues or questions of **CONTRACTOR** about this **CONTRACT** arising during the terms of this **CONTRACT** shall be addressed to the designated **TOWN** Representative identified in Section 3 below.

2.3 **CONTRACTOR** shall attend meetings and submit reports, plans, drawings and specifications as required in **Appendix A** and shall be reasonably available to the **TOWN** Representative to respond to any issues that may arise during the term of this **CONTRACT**.

CONTRACT NO.
SUBJECT:

2.4 All employees, agents, representatives and subcontractors of **CONTRACTOR** who will have significant responsibility for performance of this **CONTRACT** shall be identified to and be subject to approval by the Town representative prior to the commencement of any work by these individuals.

2.5 **CONTRACTOR** shall perform all work under this **CONTRACT** in a good workmanlike manner and in accordance with generally recognized practices and standards of the construction industry and to the reasonable satisfaction of the **TOWN**.

2.6 **CONTRACTOR** represents, warrants and covenants that the prices, charges and/or fees set forth in this **CONTRACT** (on the whole) are at least as favorable as the prices, charges and/or fees **CONTRACTOR** charges (on the whole) to other of its customers or clients for the same or substantially similar products or services provided under the same or substantially similar circumstances, terms and conditions.

2.7 If **CONTRACTOR** agrees or contracts with other customers or clients similarly situated during the term of this **CONTRACT**, and offers or agrees to financial terms more favorable than those set forth herein (on the whole), **CONTRACTOR** hereby agrees that it will reduce the prices, charges and/or fees charged to the **TOWN** with respect to the products or services hereunder to the most favorable rates received by those other customers or clients.

SECTION 3. DISTRICT'S RESPONSIBILITIES

3.1 The **TOWN** agrees to compensate **CONTRACTOR** as set forth in Section 5 below for labor and materials supplied in accordance with this **CONTRACT**.

3.2 The Town Representative is André P. Brackin, P.E., (719) 400-9548. The Town Representative shall have authority to transmit instructions, receive information and documents and resolve any issues arising out of the performance of this **CONTRACT**. The Town Representative shall provide **CONTRACTOR** with the identity of an alternate contact person in the event the Town Representative is unavailable to respond to **CONTRACTOR'S** inquiries.

SECTION 4. TIME OF PERFORMANCE AND DELAY

Time is of the essence for this **CONTRACT**. **CONTRACTOR'S** time of performance shall commence as stated in the General Conditions of Contract and Project Specifications unless the time of performance is extended by mutual written agreement of the parties or the **CONTRACT** is otherwise terminated in accordance with Section 13 below, or until the expiration date specified on the first page of this **CONTRACT**, whichever comes first.

SECTION 5. COMPENSATION

5.1 The **DISTRICT** agrees to pay the **CONTRACTOR** for the completion of all of the work as required by the Contract Documents, and the **CONTRACTOR** agrees to accept as its full and only compensation, subject to any additions and deletions pursuant to any change orders or other provisions of the Contract Documents satisfactory performance of services under this **CONTRACT** in the following amount and per the following purchase order number:

TOTAL CONTRACT SUM NOT TO EXCEED:

ONE HUNDRED SIXTEEN THOUSAND FIFTY NINE

AND...NO/100 DOLLARS (\$119,359)

PURCHASE ORDER # _____

Retainage on work performed during the term of the Contract Progress Payments and the Final Payment to the **CONTRACTOR** are dealt with in Article VIII of the General Conditions of the Contract.

The amount and terms of compensation referenced above shall not be modified except in accordance with Section 17 below

If a resolution of the problem cannot be achieved, the dispute will be resolved in accordance with Article XVIII of the General Conditions of the Contract. During the term of any dispute resolution, payment of **CONTRACTOR'S** invoice or statement may be withheld by the **TOWN**.

5.2 Unless otherwise agreed upon in writing by the **TOWN**, **CONTRACTOR** shall be solely responsible for compensation of third parties, including subcontractors, consultants and suppliers, which are retained at the request of

CONTRACT NO.
SUBJECT:

CONTRACTOR to perform this **CONTRACT**. Such third parties shall not be considered third-party beneficiaries to this **CONTRACT**.

5.3 No payment made under this **CONTRACT** shall be conclusive evidence of the performance of this **CONTRACT**, either in whole or in part, and no payment, including final payment, shall be construed to be a consent on the part of the **Town** to accept unsatisfactory or deficient work.

SECTION 6. FUNDING AVAILABILITY

6.1 On or about December 3, 2019, the Town of Green Mountain Falls appropriated adequate funds to pay for labor and materials supplied in accordance with this **CONTRACT** for fiscal year 2020. This amount is equal to or in excess of the contract sum of this **CONTRACT**.

6.2 Financial obligations of the **TOWN** payable after the current fiscal year are contingent on appropriation or budgeting of funds for those obligations. Should the performance of this **CONTRACT** continue past the current fiscal year, the **TOWN** shall notify **CONTRACTOR** in writing that sufficient funds are available for continuance of **CONTRACTOR'S** performance under this **CONTRACT** into the new fiscal year. Unless **CONTRACTOR** is notified in writing of availability of funds prior to the end of the current fiscal year, **CONTRACTOR** shall not commence any work in the new fiscal year for which a new appropriation is required to make payment.

6.3 Any renewal of this **CONTRACT** is contingent upon available funding and satisfactory performance by the **CONTRACTOR**, as determined by the **TOWN**. It shall be the **CONTRACTOR'S** responsibility to provide the **TOWN** representative (with a copy to the Contracts & Procurement Division) all requested **CONTRACT** changes and/or price adjustments at least 60 days prior to the expiration of the **CONTRACT** or **CONTRACT** renewal date. After review by the **TOWN** of the **CONTRACTOR'S** requested changes or price adjustments, the **DISTRICT** will enter into negotiations with the **CONTRACTOR** to determine if the requested contract changes and/or price adjustments are acceptable to the **TOWN**. Negotiations must be completed 90 days prior to expiration of the **CONTRACT** or **CONTRACT** renewal date. Failure of the **TOWN** and the **CONTRACTOR** to agree upon the terms and conditions for the renewal may result in solicitation of the goods or services covered by the original **CONTRACT**. Continued performance by the **CONTRACTOR** outside of the **CONTRACT** term will be at the **CONTRACTOR'S** risk.

SECTION 7. INDEPENDENT CONTRACTOR

CONTRACTOR is rendering services as an independent contractor, not as an employee, and shall be accountable to the **TOWN** for the ultimate results of its actions, but shall not be subject to the direct supervision and control of the **DISTRICT**, except as otherwise provided herein. Neither **CONTRACTOR** nor any agent, employee, or servant of **CONTRACTOR** shall be or shall be deemed to be an employee, agent, or servant of the **TOWN**. **CONTRACTOR** shall pay when due all required employment taxes and income tax withholding, shall provide and keep in force worker's compensation (and show proof of such insurance) and unemployment compensation insurance in the amounts required by law, and shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and the subcontractors, during the performance of this **CONTRACT**.

SECTION 8. INSURANCE

8.1 During the entire term of this **CONTRACT**, **CONTRACTOR** shall maintain, at its own expense, insurance in the amounts and classification identified in **Appendix C**.

8.2 In addition to certificates of insurance, the **CONTRACTOR** shall also furnish a copy of its insurance policy to the Town's ("MANAGER") prior to the performance of this **CONTRACT**. The **TOWN** shall be named as an additional insured on all policies of liability insurance.

SECTION 9. INDEMNIFICATION

To the extent authorized by law, the **CONTRACTOR** shall defend, indemnify and hold the **TOWN** free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death of any person or persons or damage to any property arising out of or related to the **CONTRACTOR'S** intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this **CONTRACT** and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the **TOWN** pursuant to the Colorado Governmental Immunity Act or otherwise provided by law.

SECTION 10. AUDIT AND INSPECTION

CONTRACT NO.
SUBJECT:

10.1 **CONTRACTOR** shall at all times during the term of this **CONTRACT** maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this **CONTRACT**, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or District personnel, or such independent auditors or accountants as are designated by the **TOWN**.

10.2 **CONTRACTOR** shall permit the Town Representative or other authorized Federal, State or District personnel, at any reasonable time, to inspect, transcribe or copy any and all data, notes, records, documents and files of the work **CONTRACTOR** is performing in relation to this **CONTRACT**.

SECTION 11. OWNERSHIP

11.1 All data, plans, reports, notes and documents provided to or prepared by **CONTRACTOR** in performance of this **CONTRACT** shall become the property of the **TOWN** upon payment under this **CONTRACT**, and shall be delivered to the Town Representative.

11.2 Except as provided in Section 10 above, all such documents shall remain confidential and shall not be made available by **CONTRACTOR** to any individual or entity without the consent of the Town Representative.

11.3 If the **CONTRACTOR** deems any documents submitted by **CONTRACTOR** to the **TOWN** under this **CONTRACT** confidential business data, trade secrets, or data not otherwise subject to public disclosure, **CONTRACTOR** shall clearly mark the documents as "Confidential" prior to delivering or making them available to the **TOWN**. If the **TOWN** receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the **CONTRACTOR** of such request; *provided, however*, that if any action is commenced against the **TOWN** under the Colorado Public (Open) Records Act or otherwise seeking to compel production or disclosure of the documents, **CONTRACTOR** or any other person asserting the confidentiality privilege of such documents shall immediately intervene in such action, and whether or not such intervention is permitted, shall defend, indemnify and hold **TOWN** harmless from any costs, damages, penalties or other consequences of **TOWN's** refusal to disclose or produce such documents.

SECTION 12. DISPUTES

12.1 Any dispute concerning the performance of this **CONTRACT** that is not resolved by mutual agreement of the parties shall be resolved in the manner described in Article XVIII. Disputes & Litigation of the General Conditions of the Contract.

12.2 **CONTRACTOR** shall not cease performance of this **CONTRACT** during the term of the dispute resolution process unless the parties mutually agree in writing that performance may be suspended.

SECTION 13. SUSPENSION AND TERMINATION

Suspension and termination of the **CONTRACT** shall be dealt with as described in Articles VII and XV respectively of the General Conditions of the Contract.

SECTION 14. RIGHTS OF THIRD PARTIES

This **CONTRACT** does not and shall not be deemed to confer on any third party the right to the performance of or proceeds under this **CONTRACT**, to claim any damages or to bring any legal action or other proceeding against the **TOWN** or **CONTRACTOR** for any breach or other failure to perform this **CONTRACT**.

SECTION 15. ASSIGNMENT/SUBCONTRACTS

CONTRACTOR shall not assign its interest in this **CONTRACT** or subcontract any of the work to be performed under this **CONTRACT** without the prior written consent of the **TOWN**.

SECTION 16. APPLICABLE LAW

The laws rules and regulations of the State of Colorado and El Paso County shall be applicable in the enforcement, interpretation and execution of this contract. The parties to this contract understand and agree that, in the event of any litigation that may arise under this contract, jurisdiction and venue shall lie in the Fourth Judicial District of El Paso County, El Paso County, Colorado.

SECTION 17. CHANGES OR MODIFICATIONS

CONTRACT NO.
SUBJECT:

No modification, amendment, notation, change or other alteration of this **CONTRACT** shall be valid unless mutually agreed by the parties in writing and executed as an addendum to this **CONTRACT**.

SECTION 18. JOINT VENTURE

If the **CONTRACTOR** is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the **TOWN** for the performance of all duties and obligations of the **CONTRACTOR** which are set forth in the Contract.

SECTION 19. SEVERABILITY

If any section, subsection, clause or phrase of this **CONTRACT** is, for any reason, held to be invalid, such holding shall not affect the validity of the remaining portions of this **CONTRACT**.

SECTION 20. COMPLIANCE WITH LAWS

At all times during the performance of this **CONTRACT**, **CONTRACTOR** shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and orders that have been or may hereafter be established.

20.1 Federal Immigration Law Compliance: The **CONTRACTOR** certifies that the **CONTRACTOR** has complied with the United States Immigration and Control Act of 1986. All persons employed by the **CONTRACTOR** for performance of this **CONTRACT** have completed and signed Form I-9 verifying their identities and authorization for employment.

Illegal Aliens: Public Contracts for Services. CRS 8-17.5-101 and 102, and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended. **CONTRACTOR** certifies that the **CONTRACTOR** shall comply with the provisions of CRS 8-17.5-101 et seq. **CONTRACTOR** shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the **CONTRACTOR** that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this **CONTRACT**. **CONTRACTOR** represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The **Contractor** is prohibited from using either the e-verify program or the Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applications while the services are being performed under this **CONTRACT**. If the **CONTRACTOR** obtains actual knowledge that a subcontractor performing work under this **CONTRACT** knowingly employs or contracts with an illegal alien, the contractor shall notify the subcontractor and the **TOWN** within three days that the **CONTRACTOR** has actual knowledge that the subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract with the subcontractor if within three days of receiving this notice the subcontractor does not stop employing or contracting with the illegal alien; except that the **CONTRACTOR** shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The **CONTRACTOR** shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the **CONTRACTOR** fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the **TOWN** may terminate this contract for breach and the **CONTRACTOR** shall be liable for actual and consequential damages to the **TOWN**.

SECTION 21. CONFLICT OF TERMS IN THE CONTRACT DOCUMENTS

In the event there is found any conflict in any of the terms between the **TOWN'S** contract documents and the **CONTRACTOR'S** contract documents, the parties understand and agree that the terms contained in the **TOWN'S** contract documents shall be controlling and shall take precedence over any conflicting terms found in the contract documents.

Further, if there are any conflicting terms as between the **TOWN'S** contract and the **TOWN'S** Purchase Order or any other **TOWN** documents which are included as a part of the contract documents, those terms which the **TOWN** deems most favorable toward the protection of the **TOWN** and the goals of the **CONTRACT** shall be deemed to control and take precedence over any conflicting contract terms. The conflicting contract terms may be deleted at the **TOWN'S** sole discretion.

In the event that one of the **TOWN'S** contract documents contains a word, statement, or clause which is not contained in any other of the **TOWN'S** contract documents nor in those of the **CONTRACTOR'S** contract documents, the parties understand and agree that such word, statement or clause shall be included as a part of the contract terms at the sole discretion of the **TOWN**.

CONTRACT NO.
SUBJECT:

Finally, in the event that there is found in the **CONTRACTOR'S** contract documents a word, statement or clause not contained in the **TOWN'S** contract documents and which the **TOWN**, in its sole discretion, wishes to delete from the contract terms, the parties understand and agree that the **TOWN** shall have the discretion to include or delete such word, statement or clause from the contract terms.

SECTION 22. ENTIRE CONTRACT

This **CONTRACT**, including attached **Appendices**, constitutes the entire understanding of the parties. At the time of execution of this **CONTRACT**, there are no other terms, conditions, requirements or obligations affecting this **CONTRACT** which are not specifically set forth herein.

SECTION 23. APPENDICES

The following appendices are attached to and made a part of this **CONTRACT**:

Appendix A: IFB NO 20-001.:
Appendix B: CONTRACTOR'S PROPOSAL DATED June 29, 2020
Appendix C: GENERAL CONDITIONS OF CONTRACT
Appendix D: INSURANCE CERTIFICATES

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** on the 5TH day of JULY, 2020.

BOARD OF TRUSTEES, TOWN OF GREEN MOUNTAIN FALLS (CONTRACTOR)
EL PASO COUNTY, COLORADO

BY: _____
PRESIDENT

BY:  _____
AUTHORIZED REPRESENTATIVE

ATTEST:

BY: _____
TOWN CLERK



Reference #3471-B

Proposal

Attn: Angie Sprang
Town of Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 80819
719-684-9414
manager@gmfco.us

Rep: Tom Hughes
Phone: 877-MARRS-56
Email: Tom@WaterOnMarrs.com
June 29, 2020
Terms good 30 days from date of proposal.
Proposal #: 3471-B

DOLA Flood Repair Projects

Revision History:

June 29, 2020 – Revision B – To eliminate Iona Ave and to reflect redlines requested by GMF
April 1, 2020 – Revision A – To reflect additional admin costs for bond procurement
March 23, 2020 – Original Proposal submitted with bid package

After extensive review and discussion of the engineering package for the DOLA Flood Repair Projects, we have revised our proposal to reflect only those charges for completing the repairs described as Maple Street and Midland Avenue, which are two of the four sub-projects described in the Request for Bid.

The costing details are provided on page 2. The summary is as follows:

Maple Street Culvert \$71,448

This price is based on the engineering package produced by Wilson & Company—specifically, the table of quantities on page 4, the drawings on pages 7 & 8, and the Stormwater Management notes on pages 17 & 18.

Midland Avenue Culvert \$47,911

This price is based on the engineering package produced by Wilson & Company—specifically, the table of quantities on page 4, the drawings on pages 12 & 13, and the Stormwater Management notes on pages 17 & 18.

Total \$119,359

This is the total proposed price for Water on Mars, Inc. completion of the two site projects. Our intention is to coordinate the efforts closely together with the three projects, in order to minimize obstruction and interference and to optimize efficiency.

Water on MARRS Inc.

PO Box 6776, Burbank, CA 91510 • Lic #940440
phone & fax: 1.877.MARRS-56 • email: DesignGroup@WATERonMARRS.com
www.WATERonMARRS.com

Cost Details for Green Mountain Falls DOLA Flood Repair Projects

ITEMS FROM PAGE 4 OF DESIGN PACKAGE			Maple Street		Midland Avenue	
Pay Item No.	Description	Unit	Plan	Ext Price	Plan	Ext Price
201-00001	CLEARING AND GRUBBING	LS	1	\$ 4,800	1	\$ 3,200
202-00015	REMOVAL OF HEADWALL	EACH	2	\$ 3,200	2	\$ 2,133
202-00035	REMOVAL OF PIPE	LF	23	\$ 1,600	16	\$ 1,067
202-00200	REMOVAL OF SIDEWALK	SY	0		0	\$ -
202-01000	REMOVAL OF FENCE	LF	80	\$ 800	30	\$ 267
203-00010	UNCLASSIFIED EXCAVATION (C.I.P.)	CY	0	\$ -	0	\$ -
203-00060	EMBANKMENT MATERIAL (C.I.P.)	CY	50	\$ 2,000	20	\$ 800
203-01597	POTHOLES	HR	0	\$ -	4	\$ 250
206-00510	FILTER MATERIAL (CLASS A)	CY	6	\$ 322	0	\$ -
207-00205	TOPSOIL	CY	95	\$ 1,800	23	\$ 436
208-00002	EROSION LOG (12")	LF	50	\$ 135	50	\$ 135
208-00045	CONCRETE WASHOUT STRUCTURE	EACH	1	\$ 500	1	\$ 333
208-00400	WATER CONTROL	LS	1	\$ 3,200	1	\$ 2,133
208-00520	TEMPORARY STREAM CROSSING	LS	1	\$ 4,700	1	\$ 3,133
212-00006	SEEDING (NATIVE)	ACRE	0.2	\$ 2,100	0.05	\$ 1,400
213-00003	MULCHING (WEED FREE)	ACRE		\$ -	0.02	\$ 0
216-00037	SOIL RETENTION BLANKET (COCONUT)	SY	290	\$ 267	109	\$ 100
304-06007	AGGREGATE BASE COURSE (CLASS 6)	CY	22	\$ 688	16	\$ 500
403-33721	HOT MIX ASPHALT (GRADING S)(75)(PG 58-28)	TON	0	\$ -	0	\$ -
420-00114	GEOTEXTILE (DRAINAGE) (CLASS 3)	SY	52	\$ 78	55	\$ 83
506-00030	GROUTED RIPRAP	CY	21	\$ 2,415	14	\$ 1,610
506-00209	RIPRAP (9")	CY	17	\$ 1,063	0	\$ -
506-00212	RIPRAP (12")	CY	6	\$ 375	10	\$ 625
506-00218	RIPRAP (18")	CY	0	\$ -	0	\$ -
601-01000	CONCRETE CLASS B	CY	0	\$ -	8.7	\$ 1,523
603-01425	42" REINFORCED CONCRETE PIPE (C.I.P.)	LF	0	\$ -	19	\$ 2,622
603-01485	48" REINFORCED CONCRETE PIPE (C.I.P.)	LF	32	\$ 5,472	0	\$ -
603-05048	48" REINFORCED CONCRETE END SECTION	EACH	2	\$ 3,764	0	\$ -
603-10180	18" CORRUGATED STEEL PIPE	LF	0	\$ -	0	\$ -
603-30018	18" STEEL END SECTION	EACH	0	\$ -	0	\$ -
607-11450	FENCE SPLIT CEDAR	LF	50	\$ 220	48	\$ 211
609-21021	CURB AND GUTTER TYPE 2 SECTION II-M)	LF	0	\$ -	0	\$ -
609-21029	CURB AND CUTTER TYPE 1 (C.O.C.S.)	LF	0	\$ -	0	\$ -
609-24004	GUTTER TYPE 2 (4')	LF	0	\$ -	0	\$ -
612-00002	DELINEATOR (TYPE II)	EACH	4	\$ 500	8	\$ 1,000
615-00050	EMBANKMENT PROTECTOR TYPE 5	EACH	0	\$ -	0	\$ -
620-00020	SANITARY FACILITY	EACH	1	\$ -	1	\$ -
625-00000	CONSTRUCTION SURVEYING	LS	1	\$ 2,500	1	\$ 2,500
626-00000	MOBILIZATION	LS	1	\$ -	1	\$ -
630-00019	TRAFFIC CONTROL	LS	1	\$ 500	1	\$ 500
SubTotal			Maple	\$ 42,998	Midland	\$ 26,561
Additional Control Items - Page 17 & 18 of Design Package						
Toe of Fill Protection				\$ 500		\$ 500
Perimeter Control				\$ 500		\$ 500
Sediment Control				\$ 500		\$ 500
Concrete Washout				\$ 250		\$ 250
Dewatering				\$ 500		\$ 500
Other Costs						
Large tractor - 1 week				\$ 4,000		\$ 4,000
Concrete pipe delivery and detention				\$ 1,000		\$ 1,000
Installation, construction, and completion				\$ 19,200		\$ 12,800
Additional Administrative				\$ 2,000		\$ 1,300
			Maple	\$ 71,448	Midland	\$ 47,911

Attention: Angie Sprang & Town Council:

July 4, 2020

With all the new trails that have been built in recent years, (which are nice), the amount of people coming to GMF to hike, the parking is out of control! There are no spaces for the people going to church. It's great we now have the "Dog Stations" & receptacles for bags & disposal, but people are leaving the bags along the side of the roads. These out of town hikers have no respect for our town! Then there are no port-a potty's in town, so where are the hiker's going to the bathroom? I read in the paper this morning that the Dome Rock Hiking area will now be charging people to hike there. In another article other areas are have the same problem of people leaving dog poop bags on the sides of streets & roads.

Naming trails: I feel they should be named after some of the early residents & homesteaders. G.G. Gayler owned Mt. Dewey & ran his cattle up there. They made the trails up there, along with the riders from their stables, as he owned Gayler's Livery Stables where the Swimming Pool now sit's. His son Lynn owned Gayler's Conoco Station at the 4 way stop. Lynn & his brother Les were founding members of the GMF Fire Dept. Suggestion: Gayler Trail system.

Mt. Red Devil was owned by Henry & LuLu Brockhurst. They had a Dude Ranch across Hwy 24 & owned the Brockhurst Riding Stables in GMF. Every morning they would run their horses over Red Devil to their Stables. Thus Brockhurst Trail.

The Armentrout Family also had roots in the town as well. The H.B. Wallace reserve & the Kirkpatrick trails are appropriately named for their historical significands as their families have been in the area for a long time.

Sincerely, Jennifer Forbes

My name is Rob Schillinger

9305 Canyon Dr., Woodland Park, CO 80863.

As a committee member of the Green Mountain Falls Trail Committee (GMF TC).

Although my address is stated as Woodland Park I actually live in El Paso county closer to Green Mountain Falls than Woodland Park. I have been a volunteer on the GMF trails for over 20 years and became a voting committee member for the GMF TC this year.

Being a GMF trail volunteer and TC member has allowed me the chance to give back and help improve the trails that have supported my passion for hiking. These improvements, and in some cases new trails, have not only made the trails safer, but have helped in the erosion caused by social and/or illegal trails. One of the reasons the TC has a larger membership is to be able to immediately address and correct any trail concerns/issue that come to our attention from the town government, citizens, land owners or other hikers. We are on-call every day of the week to address these concerns but not all TC members are retired and, therefore, not always available. If the committee membership is reduced it will become increasingly difficult to correct deficiencies immediately.

All TC members are unpaid volunteers willing to be stewards of GMF and their residents' properties. All current TC members practice active, constructive participation by standing-by with shovels, McLeods, Pulaski's, signs (trail building tools) or whatever is needed to build, maintain and correct safe enjoyable trails. We exist not only to maintain and build these trails but to listen to all concerns related to the trails and help resolve these issues to the satisfaction of the majority involved. Thank you.

Hello everyone in the town managers office and town council for Green Mountain Falls.

I wanted to reach out and express my dis-taste for the proposed changes to the Trails Committee. The Trails Committee has performed, basically free of charge, superb work on behalf of the citizens, summer residents and visitors of and to Green Mountain Falls.

The people of the trails committee need to be encouraged, not discouraged by town management and council. While things have settled down under Mayor Newberry, historically, there has been nothing but budget cuts, hand-wringing and up-roar at the town management level for many years. During this time, the trails committee forges ahead. It is the longest running committee that has consistently worked together to get things done around our town and to support our towns backspace.

I propose that the volunteer citizens of the Trails Committee be **thanked and praised for their hard work** in making our town a better place to visit, live and play. The idea of cutting their efforts, enthusiasm and progress, makes no sense and harkens back to a darker day of decision making in our town.

Their work encourages visitors to our town who enjoy our trails, eat in our restaurants, shop in our stores and stay in our lodging.

Please reconsider this ill-proposed proposition.

Thank you,

Christian Keese