



## Town of Green Mountain Falls

### Board of Trustees Meeting Agenda

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

Green Mountain Falls, CO 80819

Tuesday, August 3, 2021, at 7:00 p.m.

#### Zoom Meeting Link and Login Info

<https://us02web.zoom.us/j/84451282267?pwd=Z1N5eTZzWG5Hcm5BMkpwRmdMRjRidz09>

Zoom meeting ID= 844 5128 2267 Meeting password= 785650 For Dial-in only: 1-346-248-7799

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

#### REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
7:05	2.	Board of Trustees Oath of Office: Sunde King	
7:10	3.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:15	4.	CONSENT AGENDA <ul style="list-style-type: none"><li>a. Accounts Payable from July 17, 2021, to July 30, 2021</li><li>b. BOT Meeting Minutes from July 20, 2021, and July 27, 2021</li><li>c. Silt Removal from Gazebo Lake</li></ul>	BOT Action Desired
7:20	5.	Public Hearing: Mucky Duck Liquor License Application	BOT Action Desired
7:50	6.	Proclamation Recognizing Creek Week 2021	BOT Action Desired
7:55	7.	FMAC Notification and Evacuation Plan Recommendation	BOT Action Desired
8:10	8.	PRT Committee Fitness Court Recommendation	BOT Action Desired
8:30	9.	REPORTS <ul style="list-style-type: none"><li>a. Trustee Reports</li><li>b. Committee Reports<ul style="list-style-type: none"><li>a. FMAC Update</li></ul></li><li>c. Staff Reports</li></ul>	Information Only
8:45	10.	CORRESPONDENCE	Information Only
8:50	11.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
9:00	12.	ADJOURN	

\*Please note: Times are approximate.

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

## OATH OF OFFICE

STATE OF COLORADO )

EI PASO AND TELLER COUNTIES )

TOWN OF GREEN MOUNTAIN FALLS )

I, SUNDE KING, DO SOLEMNLY SWEAR OR AFFIRM SUBJECT TO THE PENALTY OF PERJURY, THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF COLORADO AND THE ORDINANCES OF THE TOWN OF GREEN MOUNTAIN FALLS AND FAITHFULLY PERFORM THE DUTIES OF THE OFFICE OF TRUSTEE UPON WHICH I AM ABOUT TO ENTER.

---

Sunde King

### **ATTEST:**

SUBSCRIBED AND SWORN BEFORE ME THIS 3<sup>RD</sup> DAY OF AUGUST, 2021.

---

Matthew Gordon, Town Clerk/Treasurer



**Town of Green Mountain Falls  
Vendor Invoices Journal  
from July 17, 2021 to July 30, 2021**

<u>Date</u>	<u>Reference</u>	<u>Entity Number</u>	<u>Name</u>	<u>Acct Number</u>	<u>Acct Name</u>	<u>Amount</u>
1-00-00-2000 General-Accounts Payable						
07/17/2021	07172021	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	1200
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-40-02-5130	General-Public Safety-Operations-Supplies - Operational	13.99
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-40-01-5040	General-Public Safety-Labor-Labor - Employee Share Health Insurance	165
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-40-01-5050	General-Public Safety-Labor-Labor - Hiring/New Employee Expenses	65
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	240
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-60-02-5122	General-Pool-Operations-Maintenance - Building	109.98
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-60-02-5122	General-Pool-Operations-Maintenance - Building	28.98
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-60-02-5122	General-Pool-Operations-Maintenance - Building	-63.23
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	59.98
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-60-02-5122	General-Pool-Operations-Maintenance - Building	10.28
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	235.12
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	10.15
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	-2.79
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	6.12
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	266.11
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	23.78
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	185
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5112	General-Public Works-Operations-Services - Non-Professional (Labor)	200
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5112	General-Public Works-Operations-Services - Non-Professional (Labor)	200
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	14.99
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	20.99
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	13.87
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	29.29
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	611.64
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	39.76
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	275
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-03-5205	General-Public Works-Utilities-Utilities - Trash	111.13
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	44.97
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	149.85
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5122	General-Administration-Operations-Maintenance - Building	66.66
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	54.32
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5120	General-Public Works-Operations-Training - Professional Development, Per Diem	144
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	141.54
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	36.98
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	1.71
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5136	General-Public Works-Operations-Equipment - Repair and Service	10.99
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5125	General-Public Works-Operations-Maintenance - Vehicle	16.16
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	1214.75
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-70-02-5134	General-Public Works-Operations-Equipment - Purchase	-904
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	12.65
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	59.41
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5120	General-Administration-Operations-Training - Professional Development, Per Diem	787
07/26/2021	June Charges	UMBcardsvcs	UMB Card Services	1-10-02-5129	General-Administration-Operations-Supplies - Office	-0.65
Total For 1-00-00-2000 General-Accounts Payable						<u>5906.48</u>

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

\_\_\_\_\_  
Angie Sprang, Town Manager

**TOWN OF GREEN MOUNTAIN FALLS**  
**Regular Board of Trustee Meeting**  
**July 20, 2021 – 7:00 P.M.**  
**MEETING MINUTES**

**Board Members Present**

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

**Board Members Absent**

**Town Attorney**

Not present

**Town Manager**

Angie Sprang

**Public Works**

Not present

**Town Clerk**

Matt Gordon

**Marshal's Dept.**

Virgil Hodges

**Administrative Assistant**

Not present

**Planning Director**

---

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

Mayor Newberry called the meeting to order at 7:06pm. Pledge recited

**2. Additions, Deletions, or Corrections to the Agenda**

Mayor Newberry moved to hold an Executive Session as item 10 of the agenda for contract negotiations and personnel. Seconded by Trustee Guthrie. Motion passed unanimously.

Mayor Newberry moved to remove item c from the consent agenda and to add the Town Manager Contract as an open item on the agenda, item 11. Seconded by Trustee Guthrie. Motion passed unanimously.

**3. Consent Agenda**

Mayor Newberry moved to approve. Second by Trustee Guthrie. Motion passed unanimously.

**4. Stilling Basins Project Update**

Brackin provided an update on the Stilling Basins Project. Brackin went into detail on the plans to report back to the Town Manager after a survey and locates on two settling basins in Town. Brackin explained that it should take approximately 12 to 14 weeks for the utility investigation and design process to assemble plans and anticipates finishing the project by fall. Construction should take 4 to 6 weeks.

Mayor Newberry asked how this would change the appearance of the parks. Brackin reported that the elevation would change, and hillside would not have as steep a slope. He expanded that the design would be landscaped with native grasses and maintain the current vegetation. The area could still be used for park benches and other assets. The plan is to attempt to avoid removing trees. The plan would also be to do drainage studies and report back to the BOT and Town Manager.

Mayor Newberry asked if this falls within PPRTA funding. Town Manager Sprang responded that it does.

Town Manager Sprang further clarified that this requires BOT action due to a contract being a part of the packet and since the cost is over \$25,000. Information only was the incorrect desired outcome listed on the agenda packet.

Trustee Guthrie moved to approve contract. Seconded by Trustee Peterson. Motion passed unanimously.

#### **5. PPRTA New Membership Support: Town of Calhan**

Mayor Newberry provided background on the beginnings of the PPRTA and provided a list of the founding members. Trustee Quinn moved to support Calhan to join PPRTA. Seconded by Trustee Guthrie. Motion passed unanimously.

#### **6. Municipal Code Rewrite Project**

Katie Vera, Attorney with Hoffman, Parker, Wilson & Carberry P.C., outlined the work completed so far with Town Staff on the code rewrite and shared that all this was included in the memo in the agenda packet.

Vera provided a short single page presentation on the sequence of the new chapters in the town code and offered to do a chapter-by-chapter presentation providing additional details.

Vera continued into chapter 1 and discussed changes like decriminalizing sections of the chapter, moving up the maximum penalty from \$1000 to \$2650 to keep up with inflation and other Town's practices, and the definition of misdemeanor being removed.

Vera moved on to chapter 2 and provided details term limit changes in line with the Colorado Constitution.

Trustee Quinn asked a question about chapter 2 and requested clarification on the sequence of sections in chapter 2. Vera clarified those sections 2.20 and 2.21 were originally setting agenda and board packets and calling orders of business and offered to reevaluate the memo to better reflect the sequence.

Mayor Newberry asked about changes to section 2.23, Vera clarified that the hearing process for ordinances was removed and wasn't sure how long ago that ordinance was passed by the BOT. Mayor Newberry guessed 6 to 10 years. Vera offered to investigate more and provide details at a future meeting.

Mayor Newberry aimed to address and work on 2 to 3 chapters at each meeting and include the entirety of the changes.

Vera offered to edit a memo and include the titles for each chapter and provide clarify on what is in the new code and what was in the old code.

BOT moved on to discussions on chapter 11: annexation, Vera began discussions on where the new code was pulled from, and the newly drafted process for annexations in town, planning review, submittal requirements for the property, and required dedications of easements and right of ways.

BOT asked if they should approve each chapter or check mark them off. Vera suggested to just check them off and wait to approve until the entire code is completely reviewed.

Trustee Quinn asked if this chapter had a procedure for approval by the BOT. Vera offered to add a section and Town Manager Sprang clarified that it is also outlined in chapter 3 of code.

Discussion moved onto chapter 18. Vera opened with the addition of a new section for fire code, clarified that article 3 used to be for revocable permits and shared that it was moved to the new chapter 7, and that the regional building code also has an electrical and plumbing code.

Discussion continued onto chapter 4: franchises, Vera clarified that contract body items from other franchisees were removed from the new code. Vera shared that the new code goes over authority to franchise, existing franchises, and term, compensation, and restrictions.

Members agreed that chapters 11, 18, and 4 were satisfactory and could be checked off.

Discussion moved onto chapter 7: streets, sidewalks, and public property, which is a new chapter and Vera clarified that it followed chapter 8 in the memo provided to the BOT. Vera provided details on the removal of excess procedures within the chapter, how the previous code did not have snow and ice removal outlined clearly, the multiple sections like maintenance of sidewalks, collection of delinquent payments of assessments, permit required and permit fees, the application of the code, restoration fees and bonds, liability and insurance, barricades and lights, encroachments, obstructions, and excavations, installations of mains, minimal interference with other property, permits required for parades and processions, location and relocation of right of ways, street numbering and naming, public parks, riding of animals, mobile vendors, public land and the sale of public land.

Mayor Newberry suggested that the town be the issuer of parade permits in section 7-36.

Town Marshall Hodges asked if 7.76 could include campers, trailers, and RVs. Vera responded that the code addresses this in another section specifically and offered to get back to the Town Marshal Hodges on the section. 7.80 and requested to change the section to reflect that not vehicles would be prohibited on trails regardless of if the trail is marked prohibited.

BOT members informally agreed that chapter 7 is satisfactory.

Andre Brackin offered to donate his time to work on the code rewrite on chapters related to public works. BOT was thrilled to accept his assistance.

## **7. Correspondence**

## **8. Reports**

Trustee Guthrie provided a report on waiting to hear back on the CDBG grant and that she is attending an ADA coordinator training. Trustee Peterson thanked everyone involved in the code rewrite and that Bronc Day is coming on July 31<sup>st</sup>. Mayor Newberry reported that she met with a group of regional mayors and had a discussion on regional water and regional plans.

Town Clerk/Treasurer Gordon reported on the BOT vacancy process.

Town Marshal Hodges reported that he is excited about the code rewrite and shared that he is looking forward to Bronc Day.

Chair David Douglas provided an update on FMAC actives including a cusp grant update, Iona/Scott Avenue project, budget implications for 2021, recommendations to private landowners for fuels mitigation funds, and FMAC projects currently in progress.

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

Resident Morales shared public comment. Resident Blasi shared public comment. Resident Dixon shared public comment. Resident Douglas shared public comment. Resident Mathews shared public comment. Resident Hunter shared public comment.

Mayor Newberry moved to enter exec session. Trustee Guthrie second. Motion passed unanimously.

**10. Exec session**

Newberry entered Regular Session back at 10:50 pm

**11. Town manager contract**

Trustee Peterson moved to accept and approve the negotiated contract with revisions agreed upon in the exec session. Seconded by Trustee Guthrie. Trustee Quinn requested to delay the approval to allow for changes to the contract to be made public and shared additional comments regarding moving on from the current manager and to explore other possibilities for the position.

Roll call vote was held. Mayor Newberry yay, Trustee Peterson yay, Trustee Guthrie yay, Trustee Quinn nay.

**12. Adjournment**

The meeting adjourned at 11:01 pm.

---

Matt Gordon, Town Clerk/Treasurer

---

Jane Newberry, Town Mayor

**TOWN OF GREEN MOUNTAIN FALLS**  
**Regular Board of Trustee Meeting**  
**July 27, 2021 – 7:00 P.M.**  
**MEETING MINUTES**

**Board Members Present**

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

**Board Members Absent**

**Town Attorney**

Not present

**Town Manager**

Angie Sprang

**Public Works**

Not present

**Town Clerk**

Matt Gordon

**Marshal's Dept.**

Virgil Hodges

**Administrative Assistant**

Not present

**Planning Director**

---

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

Mayor Newberry called the meeting to order at 7:06pm. Pledge recited

**2. Additions, Deletions, or Corrections to the Agenda**

Mayor Newberry moved to approve the agenda as presented. Trustee Peterson seconded. Motion passed unanimously.

**3. FMAC Appointment: Fred Thrash**

Mayor Newberry moved to appoint Fred Thrash to FMAC. Seconded by Trustee Guthrie. Motion passed unanimously.

**4. BOT Vacancy Appointment**

Mayor Newberry moved to nominate Sunde King to fill the vacant seat on the BOT. Seconded by Trustee Quinn. Motion passed unanimously.

**5. Persons present not on the agenda: 3 Minutes Per Speaker**

**6. Adjournment**

BOT members shared reports.

Trustee Peterson reported on an incident where an Interstate Parking Ambassador reported having a rock or some type of projectile thrown at him. Town Marshal Hodges provided further details sharing that the Interstate Parking Ambassador was servicing a kiosk and felt something like a bee sting hit him in the back. The Ambassador is not interested in pressing charges, but Town Marshal Hodges reported that he would be should he discover information related to the incident. The Ambassador reported to Town Marshal Hodges that he didn't believe it was a resident and shared that a 90's white Dodge pickup truck was leaving Town heading west and had driven by around the time of the incident.

Trustee Guthrie reported that she attended an ADA Coordinator training.

Mayor Newberry reported that she attended a mayor's panel.

Trustee Peterson and Town Manager Sprang announced grants awarded to CUSP and the Town of Green Mountain Falls for over 90 acres of fuels mitigation work in Town. Trustee Peterson thanked Town Staff for their work.

The meeting adjourned at 7:26 pm.

---

Matt Gordon, Town Clerk/Treasurer

---

Jane Newberry, Town Mayor



Reference #3488

## 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  
July 30, 2021  
Terms good 30 days from date of proposal.  
Proposal #: 3488

Thank you for once again for inviting our team to offer our services to the Town. We have enjoyed working with you over the years and welcome the opportunity to do so again.

Please review our proposal for removing excess silt from Green Mountain Falls Pond. The work will focus on the two primary troublesome areas, which require the most attention: the inlet area and the area near the intersection of Ute Pass Ave and Hotel St. This will improve water quality and help to restore the aesthetic of the pond.

Following is an outline of the project:

<ul style="list-style-type: none"><li>• Pump water out to the point at which our we can move our equipment into the pond, while leaving enough water to support the fish and other aquatic life.</li><li>• Placement of temporary aerator in remaining water.</li><li>• Remove silt at lake inlet and corner near Ute Pass Ave and Hotel St. intersection.</li><li>• Haul away and dispose of removed silt and debris.</li><li>• Refill pond.</li></ul>	
	\$8,770

Water on MARRS is a fully licensed, insured, and bonded general contractor (Lic. #940440) in the state of California. We carry Workers Compensation insurance.  
A \$25 Late Payment Processing Fee is assessed on any invoices past 30 days due. Additionally, interest of 1.5% per month will be added to any account past due.

### 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





Reference #3488

**Liability Release/Waiver**

Additionally, while Water on MARRS Inc. and its employees and affiliated companies (hereinafter referred to collectively as "The Company") will make every reasonable effort to ensure the safety of the water feature and additional elements as outlined above, The Customer as signed and printed below (referred to as the Customer) understands that an inherent danger exists with any water feature. This danger includes but is not limited to slippery surfaces and drowning hazards. The Customer releases The Company and its affiliates of any and all liability for any accidents or occurrences involving the water feature and/or other elements installed and/or serviced by The Company and resulting in injury, death, and/or damage to person, animal, or property, and assumes full responsibility for maintaining the safe operation and maintenance of said water feature and/or other elements.

By signing here, customer agrees to the terms and/or schedule set forward in this proposal, except as modified above and initialed by both parties. Customer's signature in effect converts this proposal into a contract, return of which along with the deposit designated above will serve to certify customer's intent in going forward with the proposed project and will confirm customer's position on Water on MARRS Inc.'s construction schedule.

Customer's acknowledgment:

Water on MARRS Representative:

Sign:

Date:

Sign:

Date:

Print:

Print:

**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

## BOARD OF TRUSTEES AGENDA MEMO

<b>DATE: 07.30.2021</b>	<b>AGENDA NO 5</b>	<b>SUBJECT:</b> Mucky Duck Hotel and Restaurant Liquor License Application
<b>Presented by:</b> Matt Gordon, Town Clerk/Treasurer		

### Preliminary Findings

Concerning the application for a Hotel & Restaurant license, the Town Clerk reports the following:

1. A completed application was filed with the Clerk's office on 6/21/2021.
2. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within 500 feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
3. It appears from the evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the Town of Green Mountain Falls or any laws, rules, or regulations of El Paso County or the State of Colorado.
4. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires September 30, 2025.
5. Background investigations were completed by the Town Marshal in July 2021.
6. That the Applicant had a Notice of Public Hearing posted on this matter on July 19<sup>th</sup>, 2021, and publication notice was given to the Pikes Peak Courier on July 19<sup>th</sup>, 2021, and officially published on July 28<sup>th</sup>, 2021.
7. The Applicant has elected to fulfill the needs and desires of the neighborhood requirement by way of signed petition and testimony by several Green Mountain Falls residents.
8. At the public hearing, and pursuant to CRS 44-3-312(2)(a), CRS 2020, as amended, the applicant has the burden of proving that he is qualified to hold the license applied for and that his character, record, and reputation are satisfactory; that the neighborhood needs this license and that the resident of the neighborhood desire that this license be granted.

### Review

Town Clerk

### Recommendation

After receiving testimony, should the Board of Trustees also acting as the Local Licensing Authority wish to approve the application, the suggested motion follows below. Should the BOT approve the application, it will then be forwarded to the State of Colorado for final review and issuance of the license.

### Suggested Motion:

I move to approve the application for a new Hotel and Restaurant Liquor License for the Mucky Duck, 10530 Ute Pass Ave.

Considering that this is a new liquor license application, this review by the BOT acting as the Local Licensing Authority would be done through the Quasi-Judicial hearings section outlined in Town Code Article III – Hearings, Section 2-52 – Quasi-judicial hearings and would follow Section 2-54, 55, 56, 57. These sections of code are provided below for BOT review and use while hosting the quasi-judicial hearing. The Town Clerk will provide further clarification during the hearing upon request by the BOT.

### **Article III – Hearings**

#### **Sec. 2-51. - Purpose and applicability.**

The purpose of the rules of procedure contained in this Article is to provide a uniform, consistent and expeditious method of procedure for the conduct of all hearings held before the Board of Trustees and any other board, commission or official, hereinafter referred to as the hearing body, or shall be applied uniformly in all such hearings; provided, however, that any board, commission or official may supplement the provisions of this Article by the adoption of further rules of procedure not inconsistent herewith. All rules adopted to supplement the provisions of this Article by any board, commission or official shall be reduced to writing and copies thereof shall be made available to the public.

#### **Sec. 2-52. - Quasi-judicial hearings.**

The provisions of Sections 2-52 through 2-57 shall be applicable only to those hearings where the Board of Trustees, board, commission or official is called upon to exercise a power of a judicial or quasijudicial nature, which, for purposes of this Article, shall be deemed to consist of the following:

- (1) Hearings before the Board of Trustees upon application for the issuance, or hearings for the suspension or revocation of, liquor or fermented malt beverage licenses; upon ordinances which zone or rezone realty; and upon all appeals from the decisions of any Town official, board or commission, where such an appeal is otherwise authorized, and which requires an evidentiary hearing to determine such appeal.
- (2) Hearings before the Board of Zoning Adjustment upon appeals from any decision of the Building Inspector or upon request for a variance or exception from the terms of any ordinance.
- (3) Hearings before any board, commission or official respecting the issuance, suspension or revocation of any license issued by the Town.

#### **Sec. 2-53. - Rights of participants.**

All quasi-judicial hearings shall be conducted under procedures designed to insure all interested parties due process of law and shall, in all cases, provide for the following:

- (1) The administration of oaths to all parties or witnesses who appear for the purpose of testifying upon factual matters;
- (2) The cross-examination, upon request, of all witnesses by the interested parties;
- (3) The stenographic or other verbatim reproduction of all testimony presented in the hearing, or an adequate summary of such testimony; and
- (4) A clear decision by the hearing body which shall set forth the factual bases and reasons for the decision rendered.

#### **Sec. 2-54. - Order of procedure.**

(a) In all quasi-judicial hearings, the following order of procedure shall be followed:

- (1) Presentation of those documents showing the regularity of the commencement of the proceedings and the form of the public notice given;
- (2) Presentation of evidence by the applicant, petitioner, appealing party or complainant;
- (3) Presentation of evidence in support of the applicant, petitioner, appealing party or complainant by any other person;

- (4) Presentation of evidence from any person opposing the application, petition, appeal or complaint; and
- (5) Presentation of evidence in opposition to the various matters presented by the opposition.

(b) All documents or other items of physical evidence shall be marked with such identifying symbols as may be necessary to determine the exhibit referred to by any witness or other person.

**Sec. 2-55. - Rules of evidence.**

The hearing body shall not be required to observe any formal rules of evidence, but may consider any matter which a majority thereof concludes is reasonably reliable and calculated to aid the hearing body in reaching an accurate determination of the issues involved.

**Sec. 2-56. - Deliberation and notice of decisions.**

Each hearing body is hereby authorized to deliberate upon the issues presented at the hearing in private, nonpublic sessions; provided that no decision shall be effective except upon a vote of the members of the hearing body, conducted in an open session thereof, which shall be duly recorded in the minutes of the hearing body. Written copies of all decisions shall be delivered to the applicant, petitioner, appellant, complainant and other interested party requesting same.

**Sec. 2-57. - Judicial enforcement and review.**

Any party aggrieved by any decision rendered by the hearing body in any quasi-judicial hearing, as well as department heads, authorized officials of the Town or the Town itself, may apply to have said decision reviewed by a court of competent jurisdiction, in accordance with the provisions of the Colorado Rules of Civil Procedure.

1



Name <b>Mucky Duck</b>	Type of License <b>Hotel/Restaurant</b>	Account Number
---------------------------	--	----------------

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
a. Been denied an alcohol beverage license?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.		
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
or Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/> Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13 b. Are you a Colorado resident?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:		
Landlord <b>El Pueblo Properties</b>	Tenant <b>Dakota Griffith / Mucky Duck</b>	Expires <b>10/2025</b>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

**Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.**

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/>		
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.		
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.		



Name <b>Dakota Griffith / Muchy Duck</b>	Type of License <b>Hotel/Restaurant</b>	Account Number
---	--	----------------

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>
c. How long has the club been incorporated?	<input type="checkbox"/>	<input type="checkbox"/>
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>

22. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
b. Is the applicant a person who contracts with the institution of higher education to provide food services? <b>If "yes" please provide a copy of the contract with the institution of higher education to provide food services.</b>	<input type="checkbox"/>	<input type="checkbox"/>

23. For all on-premises applicants.

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record  
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application  
- DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager

24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.

	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>

25. Related Facility - Campus Liquor Complex applicants answer the following:

	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>

a. Is the related facility located within the boundaries of the Campus Liquor Complex?  
If yes, please provide a map of the geographical location within the Campus Liquor Complex.  
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager <b>Griffith</b>	First Name of Manager <b>Dakota</b>
---	--

26. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name	Home Address, City & State	DOB	Position	%Owned

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.  
 \*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)  
 \*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.



Name <b>Dakota Griffith / DBA Mucky Duck</b>		Type of License <b>Hotel/Restaurant</b>		Account Number	
<b>Oath Of Applicant</b>					
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.					
Authorized Signature <b>Dakota Griffith</b>		Printed Name and Title <b>Dakota Griffith (owner)</b>		Date <b>5-12-21</b>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>					
Date application filed with local authority <b>6/21/2021</b>		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>8/3/2021</b>			
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:					
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input checked="" type="checkbox"/> Date of inspection or anticipated date <b>7/19/2021</b> <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?					<input type="checkbox"/> <input type="checkbox"/>
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.					
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?					<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>					
Local Licensing Authority for			Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print		Title		Date
Signature	Print		Title		Date




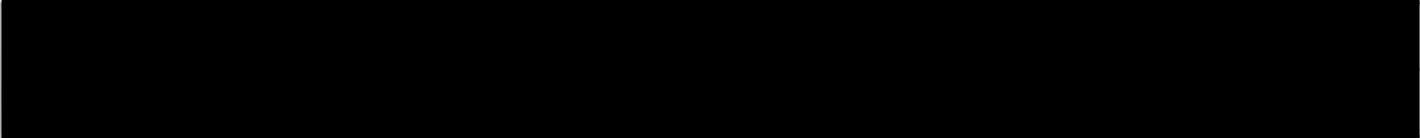
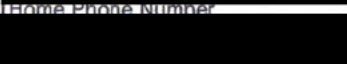
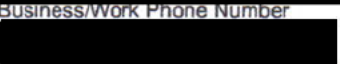
## Tax Check Authorization, Waiver, and Request to Release Information

I, Dakota Griffith am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Mucky Duck (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Dakota Griffith / Mucky Duck</u>	Social Security Number/Tax Identification Number 
	
Home Phone Number 	Business/Work Phone Number 
Printed name of person signing on behalf of the Applicant/Licensee <u>Dakota Griffith</u>	
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Dakota Griffith</u>	Date signed <u>5-12-2024</u>

### Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).



## INDIVIDUAL HISTORY RECORD

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license.

**NOTICE:** This individual history record requires information that is necessary for the licensing investigation or inquiry. **All** questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.**

1. Name of Business

Mucky Duck

2. Your Full Name (last, first, middle)

Griffith, Dakota Brendan

3. List any other names you have used.

None

4. Mailing address (if different from residence)

P.O. Box 492 Green Mountain Falls, CO. 80819

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary).

STREET AND NUMBER

CITY, STATE, ZIP

FROM

TO

Current

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

NAME OF EMPLOYER OR BUSINESS	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
Mucky Duck	10530 Ute Pass Ave. <sup>Green Mountain Falls, CO 80819</sup>	Waiter/Chief	8-2014	10-2020
Mucky Duck	10530 Ute Pass Ave. <sup>Green Mountain Falls, CO. 80819</sup>	Owner	10-2020	NOW

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
None			

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? If yes, answer in detail.

☐ Yes ☒ No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail.

☐ Yes ☒ No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

☐ Yes ☒ No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)

☐ Yes ☒ No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

☐ Yes ☒ No

#### PERSONAL AND FINANCIAL INFORMATION

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.

The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth		b. Social Security Number SSN		c. Place of Birth		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height 5' 11"	m. Weight 200 LB	n. Hair Color Blond	o. Eye Color Green	p. Sex Male	q. Race white	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

#### 14. Financial Information.

a. Total purchase price \$40,000.00 (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$

c. Provide details of the investment described in 14.b. You must account for all of the sources of this investment. Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source	Amount

#### d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

#### Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature

*Dakota M. Smith*

Title

Owner

Date

5-12-2021





## AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Dakota Griffith, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- ☒ I am a United States citizen.
- ☐ I am not a United States citizen but I am a Permanent Resident of the United States.
- ☐ I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- ☐ I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

*Dakota Griffith*

Date

5-12-2021

**Schedule "A"**  
**Description of Leased Premises**

LOCATED AT 10530 UTE PASS AVE. GREEN MOUNTAIN FALLS, CO

This summary page is attached to and made a part of that certain Standard Lease of Retail Space in the El Pueblo Properties, as LANDLORD, and the TENANT listed below, dated 01 October 2020.

TENANT: MUCKY DUCK

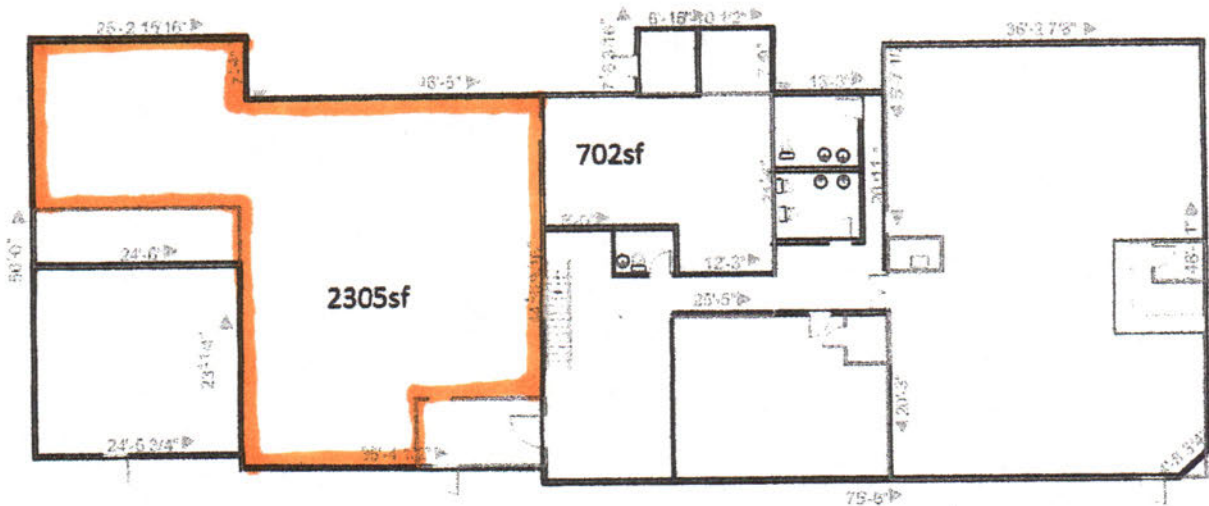
DEMISED PREMISES:

The West end of main floor of building located at:

10530 Ute Pass Ave., Green Mountain Falls, CO 80819

Commonly known as: Mucky Duck Restaurant and the adjoining space. Square feet of Rentable Area of LEASED PREMISES: 2824 square feet.

PERMITTED USE BY TENANT: Operation of Restaurant and Catering

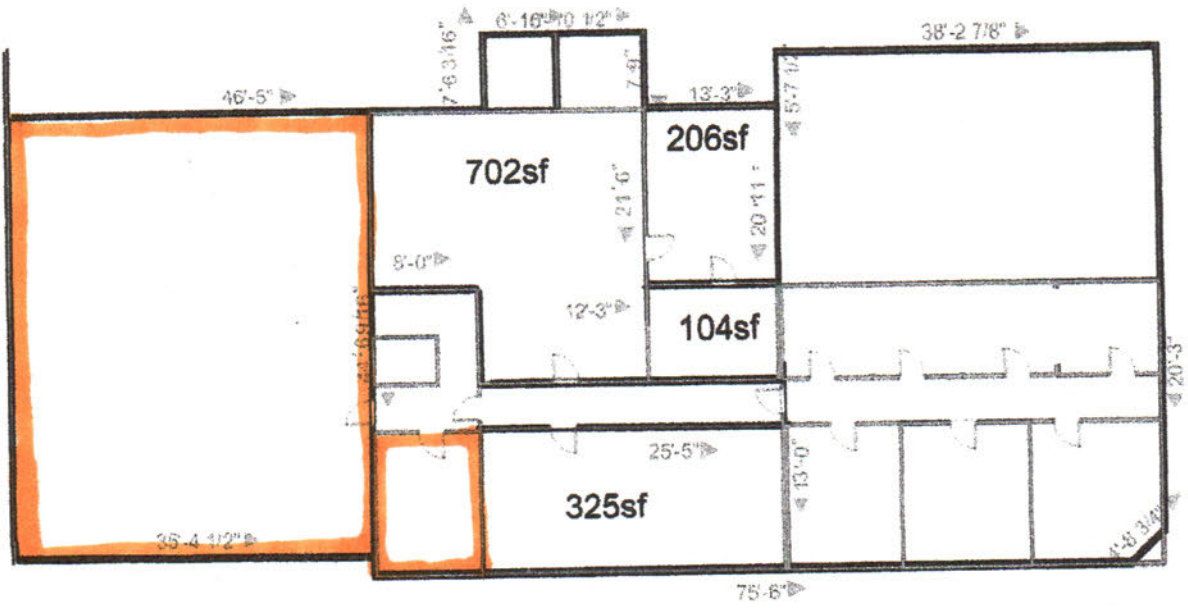


**Where Alcohol will be is Highlighted in Orange**

10530 Ute Pass Ave Ground Level

Initials:                     

Initials:



Initials: SW  
Initials: AM



# PUBLIC HEARING

**PURPOSE** Public input and official review of a hotel and restaurant liquor license application submitted by the Andy Duck

HEARING ON APPLICATION TO BE HELD AT

TIME 7:00 PM

DATE Tuesday 8/3/2021

ADDRESS 10015 Green Mountain Falls Rd  
Green Mountain Falls, CO 80819

BY ORDER OF: Town of Green Mountain Falls



121491

## AFFIDAVIT OF PUBLICATION

STATE OF COLORADO  
COUNTY OF Teller

I, Lorre Cosgrove, being first duly sworn, deposes and says that she is the Legal Sales Representative of The Pikes Peak Courier, LLC., a corporation, the publishers of a daily/weekly public newspapers, which is printed and published daily/weekly in whole in the County of Teller, and the State of Colorado, and which is called Pikes Peak Courier; that a notice of which the annexed is an exact copy, cut from said newspaper, was published in the regular and entire editions of said newspaper 1 time(s) to wit 07/28/2021

That said newspaper has been published continuously and uninterruptedly in said County of Teller for a period of at least six consecutive months next prior to the first issue thereof containing this notice; that said newspaper has a general circulation and that it has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879 and any amendment thereof, and is a newspaper duly qualified for the printing of legal notices and advertisement within the meaning of the laws of the State of Colorado.

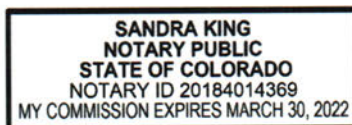


Lorre Cosgrove  
Sales Center Agent

Subscribed and sworn to me this 07/28/2021, at said City of Colorado Springs, El Paso County, Colorado.  
My commission expires March 30, 2022.



Sandra King  
Notary Public  
The Gazette



Document Authentication Number  
20184014369-634127

### NOTICE OF PUBLIC HEARING

The Green Mountain Falls Town Board of Trustees will hold a Public Hearing, 7 PM August 3, 2021 at Town Hall 10615 GMF Road regarding a hotel and restaurant liquor license application submitted by the Mucky Duck.

For information call Town Clerk 719-684-9414.

Published in the Pikes Peak Courier July 28, 2021.





# MUCKY DUCK

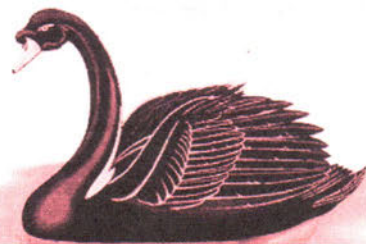
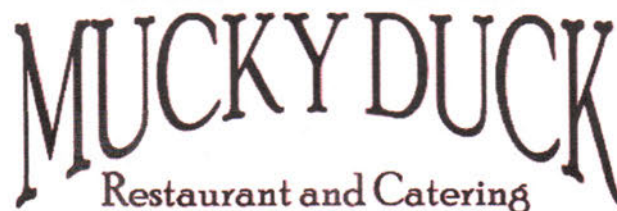
Restaurant and Catering



Do you support the Mucky Duck getting a Liquor License?  
If so please sign this to get it

NAME	ADDRESS	DATE
Julie Robinson	444 Pawotsy Rd. Florissant CO 80816	7-21-21
Emily Mossburg	10749 Mt Rd Green Mt Falls CO 80819	7-21-21
Renee Dolen	10749 mt. Rd Green mt-falls CO 80819	7-21-21
WENDY BERGMAN	1221 Blossom Rd, Woodland Park CO 80863	7-21-21
Antonio Dolen	10749 mountain Ave GMF CO 80819	7-21-21
ALYSHA KIMLER	3176 W. PIKES PEAK AVE <sup>COLO</sup> SPRINGS <sup>CO</sup> 80904	7-21-21
DAVID J. PARLMAN	6813 DOUGLAS WAY GMF 80819	7-21-21
Richard A. Bowman	10730 El Paso Trail GMF	7-21-21
Kathleen Bowman	10730 El Paso Trail GMF	7-21-21
Adelia Lukason	10325 Aspen St. GMF	7/21/21
Anthony Harris	1420 W. Pikes Peak Ave. <sup>Colo</sup> Springs	7/21/21
Amy Hochne	10335 Aspen St. GMF	7/21/21
Phyllis Fancher	5610 Timpa Rd, Cascade CO 80809	7/22/21
SAMUEL FANCHER	5610 TIMPA ROAD, CASCADE CO 80807	7/22/21
Rick Langenberg	6838 Pine Street GMF 80819	7/22/21
Shea Brocklesby	309 Gerka Ln. Divide, CO 80863	7/22/21
Jacob McCarley	10240 EL PASO Ave. Green Mt. Falls 80819	7/23/21
Amy Battin	6865 Hotel St. G.M.F., CO 80819	7/23/21
Grant Williams	3239 Regent Dr, Woodland park, CO, 80863	7/23/21
Sydney White	1032 Farragut ave, Colorado springs	7/23/21
Delaney Battin	6865 Hotel St. Green Mtn. Falls	7/23/21
Renee C. Zof	11440 Belvedere Ave. GMF 80819	7/23/21
Zoe R. Wilson	198 Steven Dr. Florissant, CO 80816	7/23/21





Do you support the Mucky Duck getting a Liquor License?  
If so please sign this to get it

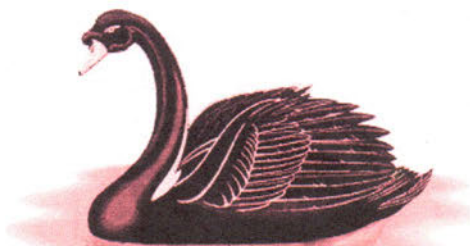
NAME	ADDRESS	DATE
Hendall Wichman	110 Red Clover Ct. Woodland Park, CO 80863	7/24/21
Tori McCune	10240 El Paso Ave. Greenmont Falls	7/24/21
Meg Henderson	6695 Spruce Ave GMF 80819	7/25/21
Bruce Henderson	" " "	"
Patricia Van Buren	6655 Spruce Ave GMF 80819	"
Robert Lee Van Buren	6655 Spruce Ave, GMF 80819	"
George David Hanna Jr.	6675 Spruce, GMF. 80819	7/25/21
Olive M. Hanna		
Larry Lee	P.O. Box 18834 OKC, OK, 73118	7/29/21
Larry Fox	4622 Bancroft Dr.; Castle Rock, CO 80104	7/29/21
Matt Barker	19908 Kennemer Dr. Pflugerville TX 78660	7/29/21
Laura Gray	7207 Forestedge Ct New Port Richey FL 34655	7/29/21
Kelly Todd	170 Merrills Chase Asheville, NC 28803	7/29/21
Carolyn Elder	11130 Falls Ave GMF, CO 8081	7/29/21
C.M. Wilson	1247 S. Atlanta Pl, Tulsa, OK 74104	7/29/21



Do you support the Mucky Duck getting a Liquor License?  
If so please sign this to get it

[illegible]





Do you support the Mucky Duck getting a Liquor License?  
If so please sign this to get it

[illegible]

## ***PROCLAMATION RECOGNIZING “CREEK WEEK 2021”***

**WHEREAS,**     Governing Body     is fortunate to have extensive and diverse natural resources, such as forests, grasslands, riparian areas, lakes, creeks and a wide variety of open spaces; and

**WHEREAS,** the Fountain Creek Watershed is a unique and important resource and asset to the residents and visitors of Fountain and the Pikes Peak Region; and

**WHEREAS,** the Fountain Creek Watershed Flood Control and Greenway District is partnering with the City of Colorado Springs, El Paso County, Pueblo County, the Cities of Manitou Springs, Fountain, and towns of Monument and Green Mountain Falls, and numerous community organizations to coordinate the 8<sup>th</sup> Annual “Creek Week” cleanup, which will encourage the protection, restoration and maintenance of the Fountain Creek watershed; and

**WHEREAS,** this 9-day litter clean-up effort runs September 25th through October 3th, 2021 throughout the watershed and is now the largest cleanup effort in our State; and

**WHEREAS,** “Creek Week” programs and activities are designed to raise awareness about the littering issue within our watershed, to encourage organizations and individuals to collect litter and debris to make Fountain Creek and the watershed cleaner and safer; and

**WHEREAS,** businesses, churches, schools, non-profits, neighborhood associations, youth groups, service clubs and individuals are encouraged to form a “Creek Crew” to clean up at a “Creek Week” project site; and

**WHEREAS,** “Creek Week” litter removal activities will reduce pollution in our creeks and clogs in our waterways that can lead to flooding, provide for a safer drinking water supply, and enhance wildlife habitat and property values.

**NOW, THEREFORE,** the Members of     Governing Body     Colorado hereby proclaim the September 25 – October 3, 2021, as “Creek Week” in     Watershed Community Name     and encourages our citizens to help protect, restore and maintain our waterways by participating in “Creek Week” activities.

**DONE THIS**      day of September 2021 in     Watershed Community Name    , Colorado.

LIST OUT NAMES OF GOVERNING BOARD MEMBERS

---

---

---

---

---

---

ATTEST:

---

## BOARD OF TRUSTEES AGENDA MEMO

<b>DATE: 08.3.2021</b>	<b>AGENDA NO 7</b>	<b>SUBJECT:</b> Notification and Evacuation Plan
<b>Presented by:</b> Fire Mitigation Advisory Committee		

By reference to the Comprehensive Plan of 2019, Wildfire Hazard is addressed within the main body of the Plan regarding Health of citizens and the Appendix A, A1. Wildfire. Recommendations for action include a Notification and Evacuation Plan and to provide education and instruction for the residents and other stakeholders of the town.

Accordingly, the Green Mountain Falls FMAC has developed a plan of Notification and Evacuation to be implemented in the event of a wildfire which threatens safety and wellbeing of residents and visitors. The FMAC recommendation is summarized below and supported by attachments.

### Evacuation Plan

This plan consists of a set of instructions and maps to be referenced in an evacuation. The maps provide evacuation routes depending on the location and direction of an active wildfire. The FMAC recommends immediate approval and adoption of the Evacuation plan inclusive of instructions and maps which, upon approval and adoption, will be posted on the Green Mount Falls website. This Evacuation Plan is considered an initial plan which may be subject to future revisions recommended by the FMAC and approved by the Board of Trustees.

### Notification System

The FMAC researched methods of notification system which would assure all people in the town could be reached. The Sentry Siren system model 3V8-H-B along with the Model G3 controller was determined to be the most effective method of notification by the FMAC. Because of the town's topography which may impair the effective auditory transmission of a siren, the notification system should consist of two sirens located assure the sirens could be heard in all directions. A map which overlays the town with the audible sound waves is attached to illustrate this point.

The FMAC recognizes the cost (proposal attached) of the recommended system is significant and is not a budgeted capital item in the current 2021 budget year. We recommend the Board of Trustees consider budgeting the cost of the Sentry Siren system in the 2022 budget. We also recommend the Board of Trustees cause the active investigation of available matching grants and apply for such grants which may help offset or pay the cost of this system.

## **Town of Green Mountain Falls, CO.**

### **Fire Evacuation Plan**

#### **Fire Evacuation Zones.**

- Zone A ( Hondo Ave. and Ute Pass Ave. to include all areas West of Green Mountain Falls Ave.)
- Zone B (Hondo Ave. and Ute Pass Ave. All locations East of Ute Pass Ave. to include east of Green Mountain Falls Ave.)

#### **Evacuation Routes.**

- Review attached maps.
- Major evacuation will be accomplished using Hwy 24 East and west as directed.

#### **During Evacuation.**

- Evacuate Immediately when alerted to do so.
- Know your neighbors. Assist those who may need it. ( children, elderly, handicap.)
- During evacuation if you are unable to exit the town. Know your safe zones. (safe zones are areas you may reach on foot to be safe from fire encroachment.) The fire Department to the West. Ute Pass Elementary to the East.
- SAFE ZONES SHOULD ONLY BE USED IF ESCAPE IS NOT POSSIBLE.
- **If Trapped in your home dial 911.**
- Listen to local news media and local officials for the latest evacuation updates.
- Wear durable clothes during evacuation. Jeans, long sleeve cotton shirt, boots, gloves, and N.95 respirator if available.
- When driving turn on lights, leave car windows up if smoke and flame are present.
- Avoid pulling a trailer. Changing directions or turning may be difficult.



- Turn Your homes exterior lights on. Turn gas or propane off.
- Prior to departing your home close all windows and doors.
- Leave a note on the door stating you have evacuated include date time, and where evacuated to. Leave door unlocked.
- If you are not ordered to evacuate but heavy smoke is presenting health concerns, or you do not feel safe. Self-evacuate to a secure location.
- Consider making plans for an extended stay with friends or hotels out of the immediate area.
- Most of all stay calm it will assist you and your loved ones.

**Know that choosing not to evacuate can endanger not only yourself but potentially first responders as well.**

# Town of Green Mountain Falls, Colorado

NW Evac Zone  
(Zone A)

SE Evac Zone  
(Zone B)

## Evacuation Plan A:

Zones Split to Escape:

Zone A to 24 West

Zone B to 24 East

Pedestrian Refuge Zones



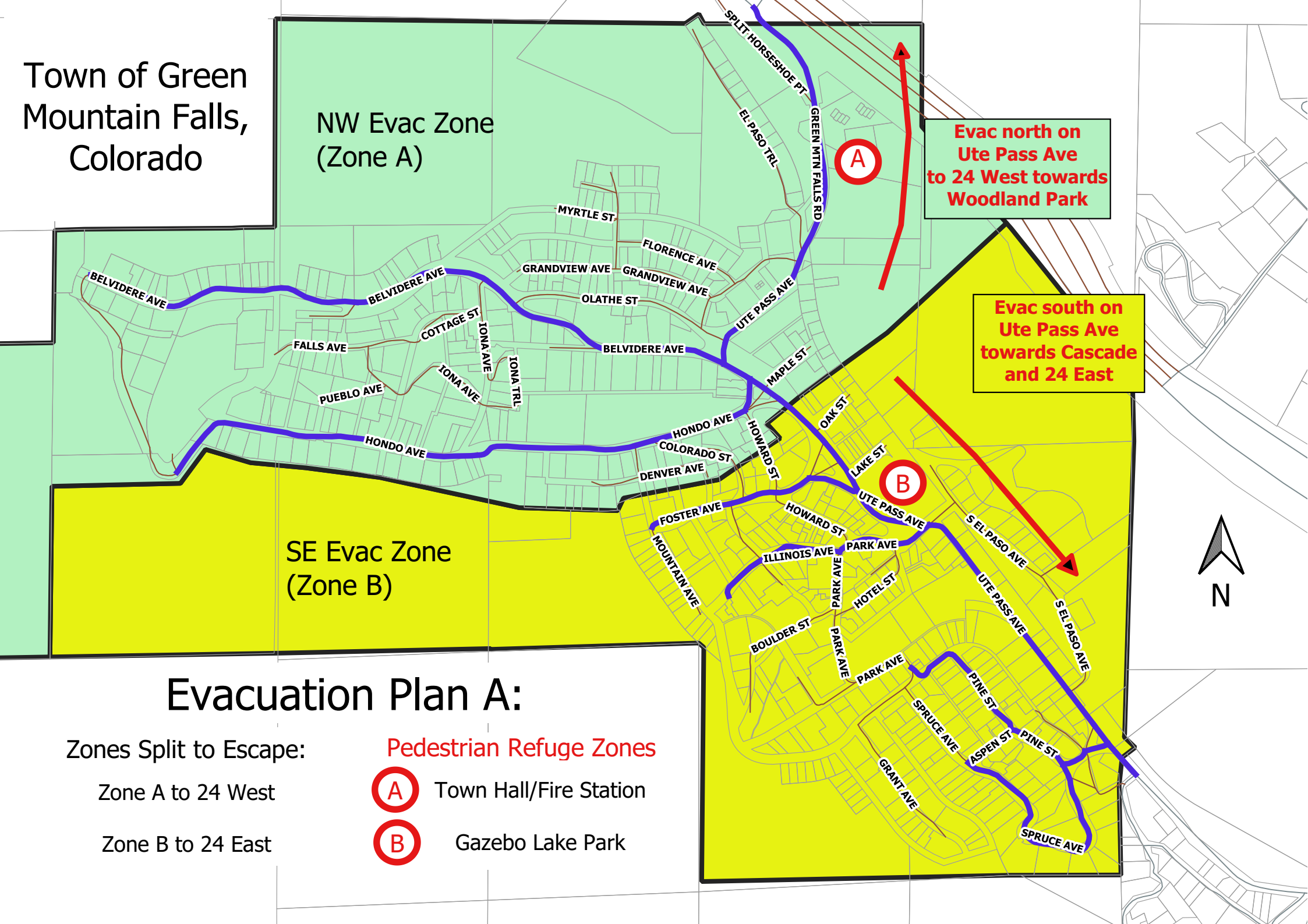
Town Hall/Fire Station



Gazebo Lake Park

Evac north on  
Ute Pass Ave  
to 24 West towards  
Woodland Park

Evac south on  
Ute Pass Ave  
towards Cascade  
and 24 East



# Town of Green Mountain Falls, Colorado

NW Evac Zone  
(Zone A)

SE Evac Zone  
(Zone B)

Evac SE on  
Ute Pass Ave  
towards Cascade  
and 24 East

Evac SE on  
Ute Pass Ave  
towards Cascade  
and 24 East

## Evacuation Plan B:

Both Zones SE to US 24 East

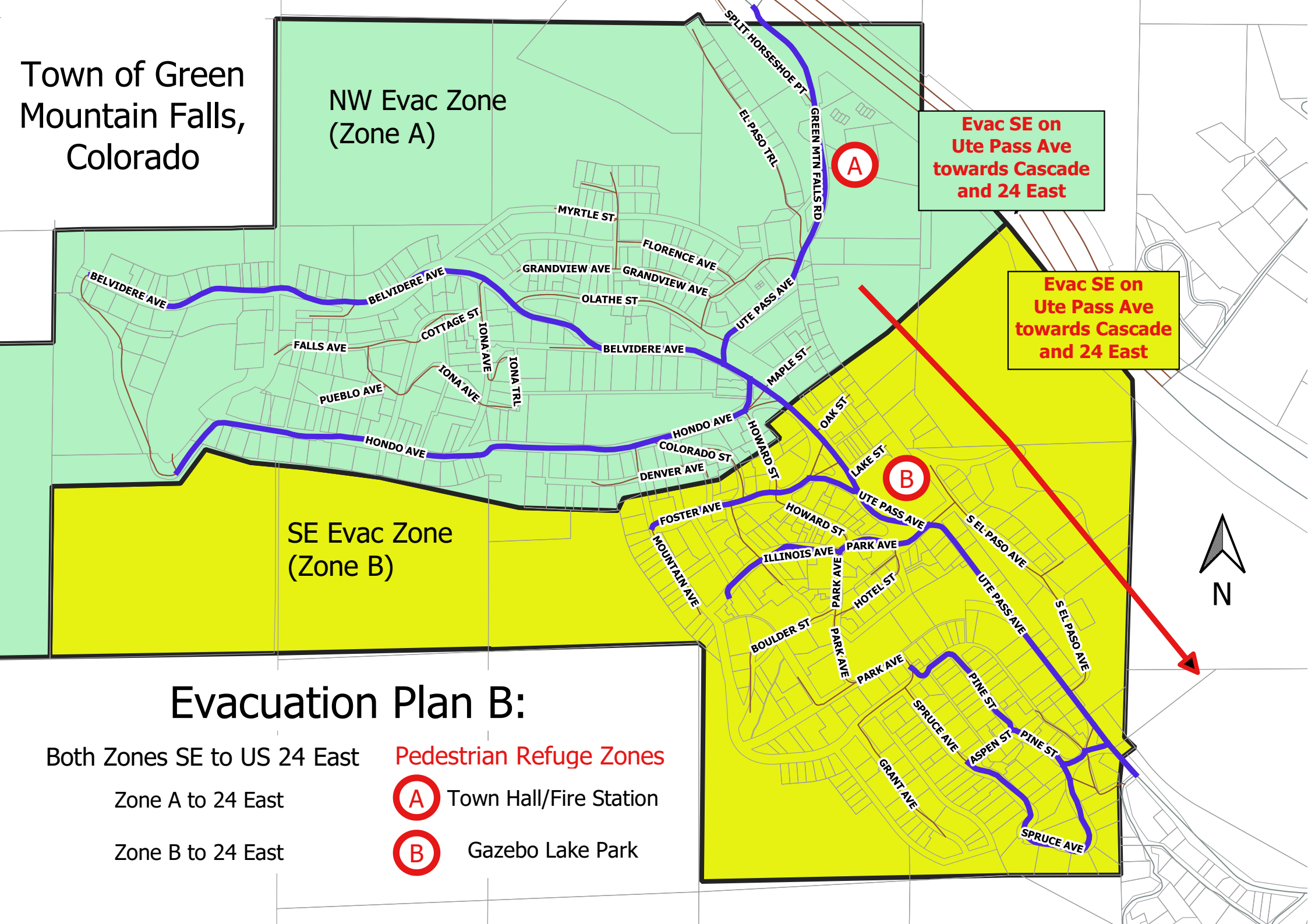
Zone A to 24 East

Zone B to 24 East

Pedestrian Refuge Zones

**A** Town Hall/Fire Station

**B** Gazebo Lake Park



# Town of Green Mountain Falls, Colorado

NW Evac Zone  
(Zone A)

SE Evac Zone  
(Zone B)

## Evacuation Plan C:

Both Zones NW to US 24 West    Pedestrian Refuge Zones

Zone A to 24 West

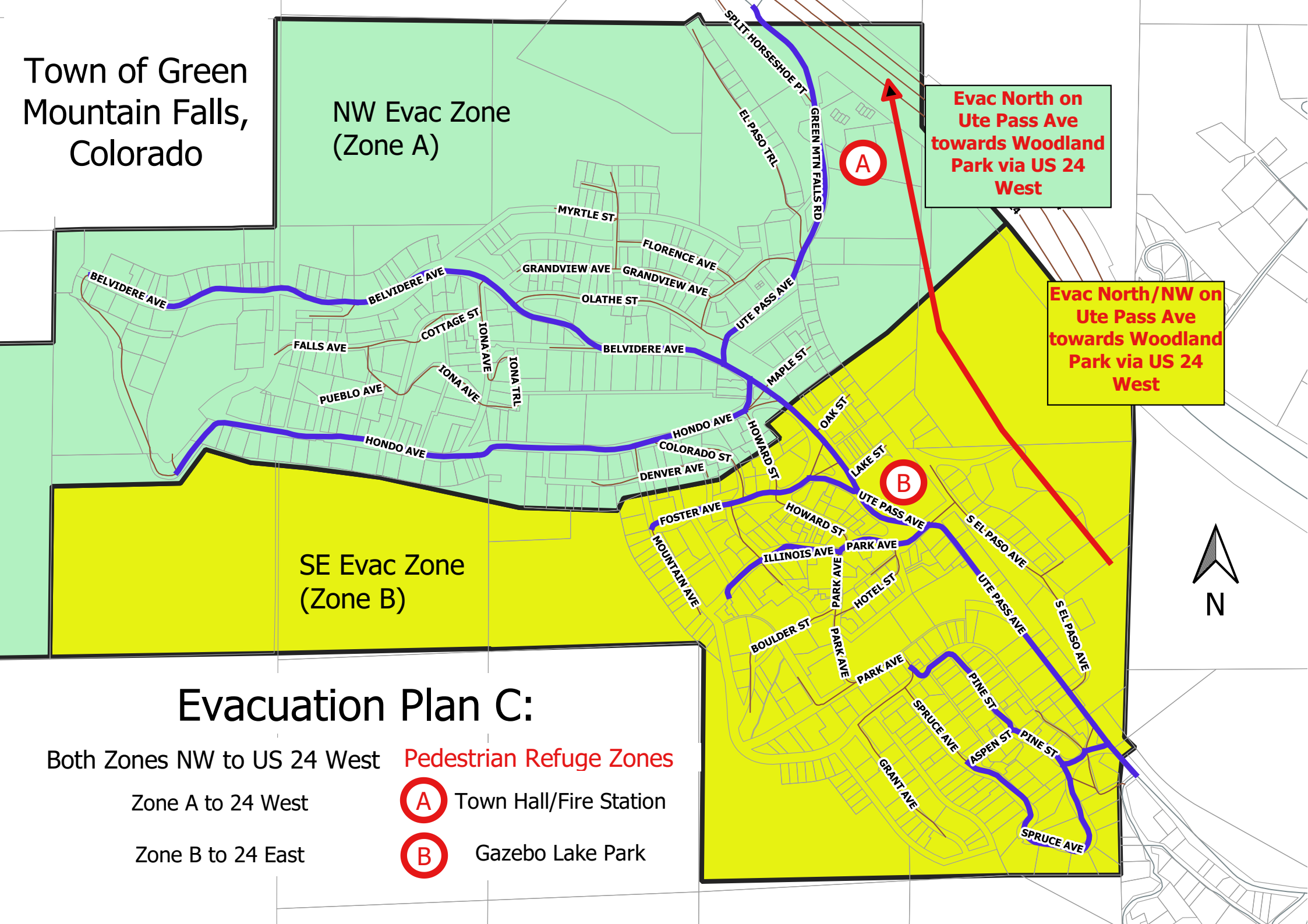
Zone B to 24 East

**(A)** Town Hall/Fire Station

**(B)** Gazebo Lake Park

Evac North on  
Ute Pass Ave  
towards Woodland  
Park via US 24  
West

Evac North/NW on  
Ute Pass Ave  
towards Woodland  
Park via US 24  
West







P.O. Box 386  
Cañon City, CO 81212  
Tel: 719-275-8691  
Fax: 719-269-3397  
www.SentrySiren.com

**A little about us:**

Our company is “relationship driven”. Meaning, we establish lifetime relationships with our clients. We approach every job with the intention that each client will, from that day forward, only need Sentry for their warning needs. Next, our products are second to none in quality, durability, and performance. Our warranty is the best in the market and we are proud to offer the lowest failure rate in the industry.

Concerning product durability and life expectancy, well, that’s where Sentry truly shines. We start our production process with the highest quality raw materials including what we call “single ingot sampling”. To explain, our rotors and stators are produced in pairs rather than in batches like our competitors. Meaning, a single siren’s rotor and stator are produced from the same batch of raw aluminum ingots so as to ensure the rotor and stator expand, contract, age and perform in the same manner. Eliminating the variances in metal behavior over time, experienced by our competitors’ sirens, and therefore, allowing a siren to perform equally 25 years after installation as it did the day it was born. Other sirens not utilizing “single ingot sampling” can get quieter or even seize due to inconsistencies in metal behavior over time.

Next, we take advantage of the latest in CNC mills, lathes and cutting tools to ensure quality fit and finish to our siren parts. Finally, one of Sentry’s expert builders will hand assemble each siren from start to finish ensuring the ultimate attention to quality and detail.

When speaking of a siren’s range. We base the value on an equation set by FEMA. In the 2006 revision to the FEMA warning systems guide, a new equation was issued which takes into account, for the first time, a siren’s pitch and how it relates to atmospheric attenuation. The effect of the change basically said, the lower the pitch, the less sound is attenuated given a set distance. Sentry’s sound pitch, you guessed it, is the lowest in the industry. Since Sentry Sirens produce 460 Hz, the sound reduction factor is set by FEMA at 8 dB per doubling of the distance. For our ratings however, we like to remain conservative and keep the number at 9. This conservative rating still affords us a 70 dB sound pattern of over 3.2 square miles, and it’s Omni-directional, not rotating.

FEMA has something to say about that too. To quote directly from the Warning Systems Guide section 4.4.5: “In situations where there are high fluctuations in the ambient noise level, or near the limits of the audible device range, Omni-directional devices present a distinct advantage, in terms of their signal consistency, over rotational devices. For example, because of the reduced duration of its peak sound level in any single direction during its 360° sweep, a rotational device will have an overall lower dB level when assessed across a given time period than an Omni-directional device operating at the same frequency. Additionally, because sound has a reinforcing effect, Omni-directional devices can act as sound “boosters” with adjacent audible devices.”

FEMA goes even further by saying in section 4.1 “Omni-directional sirens provide greater area coverage than do rotating or directional devices. They provide a more constant signal that improves public alerting in areas with highly fluctuating ambient noise, along with the reinforcing effect of multiple sound sources (up to a 3 dB increase for two adjacent sound sources in the same environmental setting). Therefore Omni-directional sirens can be used to good advantage in areas with high population density, areas with high ambient noise levels (e.g., near factories, highways, or airports), and to cover “pockets” between directional sirens, particularly for partially hilly to hilly terrains.”

Concerning life expectancy, we estimate this value based on the ratings our motors and bearings carry, as well as real world testing and experience. The motors used in our AC and DC sirens are custom built for each particular siren. We did not take the “easy road” and use a store bought motor to accomplish the task of powering our premium sirens. Our motor / bearing combination has the ability to provide

.....

10,000 hours of work before needing service. To explain just how long that is: given a standard 3 minute activation, this equates to 200,000 activations. Based on a weekly test with an average number of emergencies, your siren's motor would need servicing after 2,500 years. That's a pretty long life.

Therefore, our life expectancy rating must be based on other factors, such as rust or environmental damage. Given the huge variance in factors facing installations, we choose to use zinc galvanized, phosphatized, and powder coated metals for our siren bodies. We've found these metals to be the best defense to the perils of Mother Nature. At the end of the day, we estimate our sirens to be useable for a minimum of 25 years. Although, some will certainly last longer, we must find a number we're all comfortable with.

Just an F.Y.I.: Our 10V2T siren, although a different model, uses the same production methods and materials, was given a life span rating by the NRC (Nuclear Regulatory Commission) of 53 years, even though we still rate it at 25.

Our pride rests on our quality, and we're pretty proud.

Please let me know if there is anything else you'd like clarification on or if any questions arise. I'd love to help.

Thanks,

Scott Yarberry  
Executive Vice President  
Sentry Siren, Inc.  
719-275-8691 x 1114

# Sentry Siren, Inc. Warning Siren and Software References

Cliff Weaver, Director  
Nick Adams, Deputy Director  
Vanderburgh County EMA  
Evansville, IN 47711  
(812) 421-6204

Steve Hauser, Director  
Perry County, EMA  
Tell City, IN 47586  
(812) 547-4426

Dan Howell, Director  
City of Martinsville EMA  
Martinsville, VA 24112  
(276) 403-5000

Paul Mahaney, Senior Project  
Engineer  
Syracuse University  
Syracuse, NY 13244  
Tel: (315) 443-5328

Michael Baxter, Chief  
City of Chatsworth  
Chatsworth, Georgia 30705  
Tel: (706) 695-7600

Pike County Emergency  
Mgmt.  
Petersburg, IN 47567  
(812) 881-0333

Rodney Neff  
City of Cuba  
Cuba, MO 65453  
(573) 205-1102

Dustin Willett, Director  
Pennington County EMA  
Rapid City, SD 57701  
(605) 394-2185

Dave E. Woolen, Director  
Warrick County EMA  
Boonville, IN 47601  
(812) 897-6178

City of Dearing  
Randy Haymaker, Mayor  
306 S. Independence St.  
Dearing, Kansas 67340  
Tel: (620) 948-3302

City of Mammoth Springs  
Jean Pace, Mayor  
Mammoth Springs, Arkansas 72554  
Tel: (870) 625-3518

City of Mount Vernon  
Jackie Cates  
Mount Vernon, Texas 75457  
Tel: (903) 588-6148

City of Hobart  
Jerry Lankford, Fire Chief  
Hobart, Oklahoma 73651  
Tel: (580) 726-5237

City of Valley Mills  
Tommy Roach, Chief of Police  
Valley Mills, Texas 76689  
Tel: (254) 932-6300

City of Lyons  
Randy Sheppard, Fire Chief  
Lyons, Kansas 67554  
Tel: (620) 257-2320

Town of Highfill  
Rob Holland, Fire Marshall  
Highfill, Arkansas 72734  
Tel: (479) 619-5962

City of Clyde  
David Jones, Fire Chief  
412 Washington  
Clyde, Kansas 66938  
Tel: (785) 446-3533

City of Mound Valley  
Ruth Clines, City Clerk  
P.O. Box 164  
Mound Valley, Kansas 67354  
Tel: (620) 328-3752

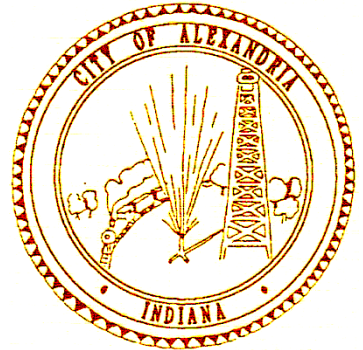
OFFICE OF THE MAYOR

# CITY OF ALEXANDRIA

Small Town U.S.A.

Jack Woods  
Mayor

Lynne King  
Administrative Assistant



INCORPORATED FEBRUARY 4, 1893

October 21, 2014

The city of Alexandria, Indiana has a population of 5,145 and hasn't had an early warning siren capable of serving the public.

Upon my search for a unit that will have the capability to warn our citizens of severe weather, I found that Sentry Siren was the best option. I have had great service from the first telephone conversation and have not been disappointed by their expertise to have the precise sirens installed for our city.

The citizens have appreciated the new system and have complimented on the sound level as we have many elderly citizens.

Thank you Sentry Siren for assisting Alexandria with our first weather alert siren.

Jack Woods  
Mayor, City of Alexandria





**MARSHALL COUNTY**  
**Emergency Management**



Melissa Combs, Director  
1101 Main Street  
Benton, Kentucky 42025  
(270) 527-4739

9 May 2012

Judge Perry Newcom  
Crittenden County Judge/Executive  
107 S. Main Street  
Marion, KY 42064

Dear Judge Newcom:

It is my understanding that Crittenden County is reviewing bids on new sirens.

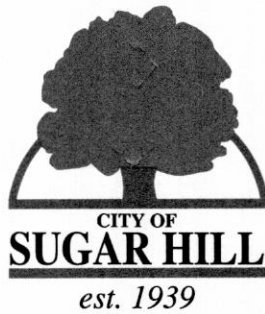
Please allow me just a moment to provide a testimony for Sentry and their sirens.

Marshall County purchased nine outdoor warning sirens from Sentry in 1999 and an additional three in 2006. Until our recent (within last 4 years) efforts to upgrade the controllers to next generation equipment the units required very little maintenance and most issues were due to lightening interference or the tripping of a breaker. Sentry representatives have always shown an eagerness to assist us in identifying and addressing issues. Questions or concerns are addressed in a timely manner. Units requiring shop work were received back into the county in a very timely manner. We have found their customer service to be very satisfactory.

When faced with a decision such as yours, which units are best for our community, it is sometimes helpful to hear from someone who has utilized the product. We understand the bid process and are very familiar to the constraints that budgets are under today, it is simply our hope that this testimony provides additional information that will assist you and your staff with making your decision.

Sincerely,

Melissa Combs  
Director



The city of Sugar Hill recently installed a Storm Sentry weather center and automatic siren activation system from Sentry Siren. We have been extremely satisfied with its performance and operation in addition to the excellent customer service provided by Sentry Siren and by Sirens for Cities. The Storm Sentry is in full control of our Sentry Sirens and provides us with reliable weather data and peace of mind. The representatives at Sentry and Sirens for Cities are always just a phone call away and fix any issues in a timely manner.

The system successfully activated our sirens automatically during a recent tornado without any need for the staff of the city to do so. We recommend the Storm Sentry as well as Sentry Sirens to any community looking for the absolute best in warning systems products and service.

A handwritten signature in black ink, appearing to read "R. Hail", with a large, sweeping flourish extending to the right.

Robert M. Hail  
City Manager  
City of Sugar Hill

Chuck Weisling

----- Original Message -----

**From:** Combs, Melissa (MRSCO)

**To:** Perry Newcom, Judge/Executive Crittenden County

**Sent:** Wednesday, May 09, 2012 6:38 PM

**Subject:** Crittenden County Siren Project

Judge/Executive Newcom:

One thing that I failed to mention in the letter and previous email was that when Marshall County conducted their review of bids and prospective providers one of the main selling points for Sentry is that they have no moving parts like the Whelens in Calvert City. That is a constant problem for them. Due to the age they are unable to get replacement parts and are currently conducting a review to determine how to best address the issue. The old "Thunderbolts" also had moving parts. That is all and again I hope this has been helpful.

If you have any questions please do not hesitate, my contact information is listed below.

*Melissa Combs*

*Director, Marshall County Emergency Management*

*Chairman, Marshall County LEPC*

*President, West Kentucky Emergency Managers Association*

1101 Main Street, Benton KY 42025

Ofc: 270-527-4739 / Mobile: 270-205-8947 or Fx: 270-527-4795

<http://marshallcounty.ky.gov>

"As it should, every response teaches us something new! . . . . .

May we continue Working Together To Improve Overall Response!"

Marshall County Emergency Management receives and distributes information regarding equipment, events, products, training, and resources; however, distribution does not imply endorsement.  
Agencies are encouraged to review and utilize the distributed information as best suits their needs.



**Lincoln County Emergency Management Agency  
P. O. Box 371  
Fayetteville, TN 37334**

May 9, 2012

Judge Perry Newcom,  
Crittenden County Judge-Executive  
107 S. Main St.  
Marion, KY 42064

Dear Judge Newcom:

I understand you are in a process of bidding sirens for your county. Please allow me to tell you about Sentry Siren.

Lincoln County purchased ten outdoor warning sirens in 1999. Our equipment has had very little maintenance other than causes due to electric storms. The times that we have had to call Sentry Siren for parts they shipped the parts to us overnight and we received the parts the next morning. When requesting new quotes or information we have always received the information within just a short period of time.

You may have the choice of going with a low bidder, please check their service record very carefully. We made that mistake once and we are still paying for it.

You will not find another company with customer service as excellent as Sentry Sirens. The people at Sentry Siren treat you with respect, dignity and most of all like family.

If you have any questions about Sentry Siren, the business or owners please give us a call.

Respectfully,

Mike Hall  
Director  
Lincoln County EMA  
931-438-1575





*Proudly manufactured in the U.S.A.*

## Premium Outdoor Warning Systems

Since 1905, Sentry Siren, Inc. has proudly set the standard for hand-made warning sirens in the United States and around the world. Call us today and let our team go to work on your siren system!

[www.SentrySiren.com](http://www.SentrySiren.com)



**"We are so pleased with our selection of Sentry Siren, Inc. as our warning siren system supplier. The performance of our Sentry sirens is impressive; they are very reliable and very loud. And the customer service they provide is second to none. We would highly recommend Sentry to anyone looking to invest in their community with a warning siren system."**

**-Roger Swint  
Fire Chief  
City of Morrow Fire Dept.  
Morrow, GA**

### Model 3V8-H-B:

Introduced in 2016, the 3V8-H-B has quickly become one of our top performers. Featuring DC primary, full battery operation, the 3V8-H-B provides UPS reliability at a fraction of the cost of many battery backup siren systems.

#### Key features:

- Rated at 116dB(C) at 100ft.\*
- 3,400ft. estimated coverage radius / effective range\*
- 4HP, continuous-duty DC motor; 48VDC; only requires 120VAC service for battery charging
- Minimum 30 minutes run time from batteries
- Omni-directional (non-rotating) warning siren
- True 360 degree full dB sound output
- 100% maintenance free
- Electro-mechanically generated sound
- 5 year factory warranty
- Powder coated steel construction. Stainless steel available on request.
- Easily replaces aging existing sirens

\*Based on Sentry Siren field tests

## Wireless Siren Control, built just for you...

### Auto-Test Functions

The GEN-3 can be ordered with an auto-test function which allows for automatic siren testing on a regular schedule.

### DTMF and 2 Tone Sequential

can be combined into the same unit. Does your Fire Department and EMA use different codes or frequencies? No problem. One G3 can receive it all.

### Ready for the Future

All G3 controllers are reprogrammable; meaning if your community upgrades its radio system, you're covered. Just send in the G3 and Sentry will reprogram the unit to match your new format.



**Programmability:** No proprietary components or software are used in the operation of this unit.

**Compatibility:** This controller will integrate seamlessly with most existing siren systems.

**Flexibility:** VHF, UHF, Low Band, 900 MHz, Narrow or Wide band, the G3 can use them all.

The third generation of siren controller from Sentry Siren is aptly named the G3. The product of decades of experience and countless hours of R&D, the Generation 3 is our flagship siren controller.

The true downside of traditional siren controllers was the inability to alter functions and programming after the unit was installed. Users were "stuck" with the original format and timing functions and were forced to either buy a new controller or pay for a factory reprogram if their radio system changed, in even the slightest way. Our goal was to produce one single controller that could fit into almost any existing or new

siren system and work perfectly every time, even if the radio format changed. The result was the Generation 3 siren controller.

Ease of use was pinnacle when designing the timing functions of the G3. If the user doesn't like the current on/off time the siren performs, a simple program adjustment will allow infinite flexibility. The G3 comes completely programmed from the factory, so when the user installs the controller, it's ready to go. Ask your salesperson for details.

**Simple, Easy, Effective, Every Time...**



# Quotation

Sentry Siren, Inc.

14161 State Highway 115

Penrose, CO 81240

T: 719-372-6012 F: 719-372-6621

[mail@sentrysiren.com](mailto:mail@sentrysiren.com)

Quotation #: 93223

Reference:

DATE: April 29, 2021

CUSTOMER ID:

TO: Richard A. Bowman  
Green Mountain Falls, CO 80819

Office: 719-684-9626

Email: [rbgmf@yahoo.com](mailto:rbgmf@yahoo.com)

Estimated Delivery Time	Shipment Method	PAYMENT TERMS	Valid Until
5-6 weeks ARO	LTL	Progressive Billing	5/29/21

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
2.00	3V8-H-B - 4HP, 48VDC, Battery Primary Warning Siren 116dB(C)	\$ 8,066.05	\$ 16,132.10
	<b>120VAC, 20 amp power service required</b>		
2.00	Optima Red Top Batteries (set of four [4] batteries)	1,020.00	2,040.00
2.00	Generation 3 AC/DC Wireless Radio Siren Controller	2,385.50	4,771.00
2.00	Utility Pole Mounting Bracket - 8.5"	404.25	808.50
			-
			-
			-
			-
			-
			-
2.00	Factory Installation Estimate	6,000.00	12,000.00
			-
2.00	Delivery	275.00	550.00
			-
			-

Notes:

<b>SUBTOTAL</b>	\$ 36,301.60
<b>SALES TAX</b>	
<b>TOTAL</b>	<b>\$ 36,301.60</b>

Total Represents Complete and Delivered Cost unless Freight states PPA/Ex Works. Warning Siren(s) carry a 5 Year Warranty. External components such as siren motor starters, VFDs, et al. carry a 3 Year Warranty. Siren control equipment carries a 2 Year Warranty. Lifetime Tech Support also available. Installation is not included unless stated. Quotation valid for 30 days from date at the top of this form.

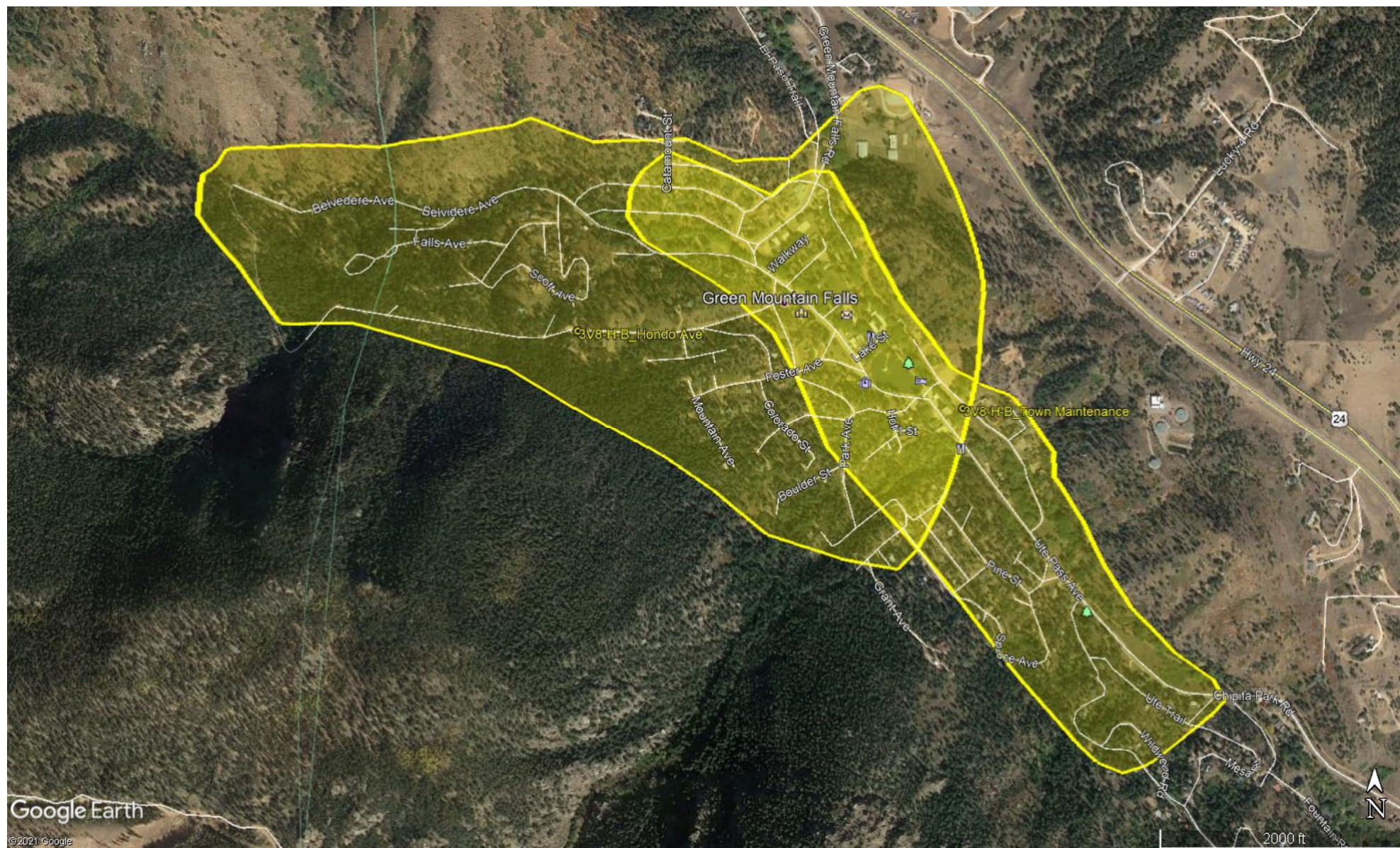
Quotation Prepared By: Aaron Wolking

Signature :

*Aaron Wolking*



# Sentry Siren Coverage Study for Green Mtn. Falls, CO



- Siren coverages are approximate and assume perfect conditions.
- Actual coverages may vary based on local terrain, conditions, foliage, structures and other unknown conditions.
- Sentry Siren makes no guarantee that coverage shown will mimic actual, real-world, coverage.
- Coverage area is based on computer generated data and FEMA Guidelines covering atmospheric attenuation.
- Data subject to license and use / reproduction is restricted.



719-372-6012  
[www.SentrySiren.com](http://www.SentrySiren.com)





P.O. Box 386  
Cañon City, CO 81212  
Tel: 719-275-8691  
Fax: 719-269-3397  
[www.SentrySiren.com](http://www.SentrySiren.com)

**Siren, Control, and Installation Notes and Exclusions are as follows:**

1. Seller will supply the warning siren and control equipment per sales order / purchase order.
2. Seller will supply and set wooden utility poles.
3. Seller will mount all required equipment on utility pole.
4. Seller will complete termination wiring for all required equipment.
5. Seller will test and commission system once installation is completed.
6. Complete and accurate radio controller programming information shall be furnished by the Buyer or their current radio vendor.
7. If hard rock is encountered during drilling, any extra material, labor, or equipment will be the responsibility of the Buyer.
8. Obtaining any necessary permits, inspections, and the costs of such are the responsibility of the Buyer.
9. Any special metering requirements are the responsibility of the Buyer.
10. All of the Seller's work will be performed on the siren pole, all work off of the siren pole is the responsibility of the Buyer.
11. The Buyer is responsible for supplying size appropriate electrical service to the pole.
12. The Buyer is responsible for all underground line locate requests.
13. Any guy wires, anchors, or materials to secure the siren pole, besides compacted earth, are the responsibility of the Buyer.
14. The Buyer is responsible for selecting and supplying an appropriate, truck accessible, and legal location for the siren pole.
15. Any unmarked underground facilities, following appropriate and legal locate request, and damages to such facilities are the responsibility of the Buyer.
16. Any concrete or asphalt cutting or removal is the responsibility of the Buyer.
17. Seller will deliver the equipment to the Buyer's specified address. If further transportation is required from the Buyer's specified address to the installation location, that transportation is the responsibility of the Buyer.

.....

## BOARD OF TRUSTEES AGENDA MEMO

<b>DATE: 07.30.2021</b>	<b>AGENDA NO 8</b>	<b>SUBJECT:</b> Recommendation to acquire and install a Keith Haring Fitness Court at Pool Park
<b>Presented by:</b> Jesse Stroope, Chair of the PRT Committee		

### Keith Haring Fitness Court Project

Chris Keesee, representing the Kirkpatrick Family Fund, brought to the Town's attention the opportunity to own a fitness court that would also display the work of the artist Keith Haring. The proposed location for the fitness court would be adjacent to the other recreational facilities in Pool Park. See attached documents for details about the court and the proposed location.

The Kirkpatrick Family Fund would make a grant to the Town of Green Mountain Falls to acquire the fitness court for the amount of \$200,000 which would cover the purchase price of the fitness court, installation and a five-year license for the Keith Haring Artwork. The Kirkpatrick Family Fund would be responsible for the selection and cost related to future art and applicable licenses for a subsequent period of twenty years.

The Kirkpatrick Family Fund would require a memo of understanding outlining the town's responsibilities/commitment in the acquisition, installation, and operation of the fitness court. The Town of Green Mountain Falls would agree to provide the following supports for the fitness court:

- a. Year round, daily access to restroom facilities in the park
- b. Wi-Fi internet to access the app and any supplemental training information for the fitness court
- c. A schedule for monitoring the fitness court equipment for maintenance and safety
- d. Provide a plan to the Kirkpatrick Family Fund to manage ongoing upkeep and maintenance of the park plus priorities for future improvements of Pool Park grounds and recreation facilities. This is to include information on the restrooms, and upgrades to the park shown in the attached diagram.
- e. Confirm that the park is ADA compliant
- f. Secure \$20,000 in funding to install the concrete pad required for the fitness court

The Parks, Recreation, and Trails Committee is recommending to the BOT to conditionally approve HGMFF's acquisition and installation of the Fitness Court at Pool Park on the conditions that the Town enter a memorandum of understanding with HGMFF and also address and confirm complete bullet points a through f of this memo.



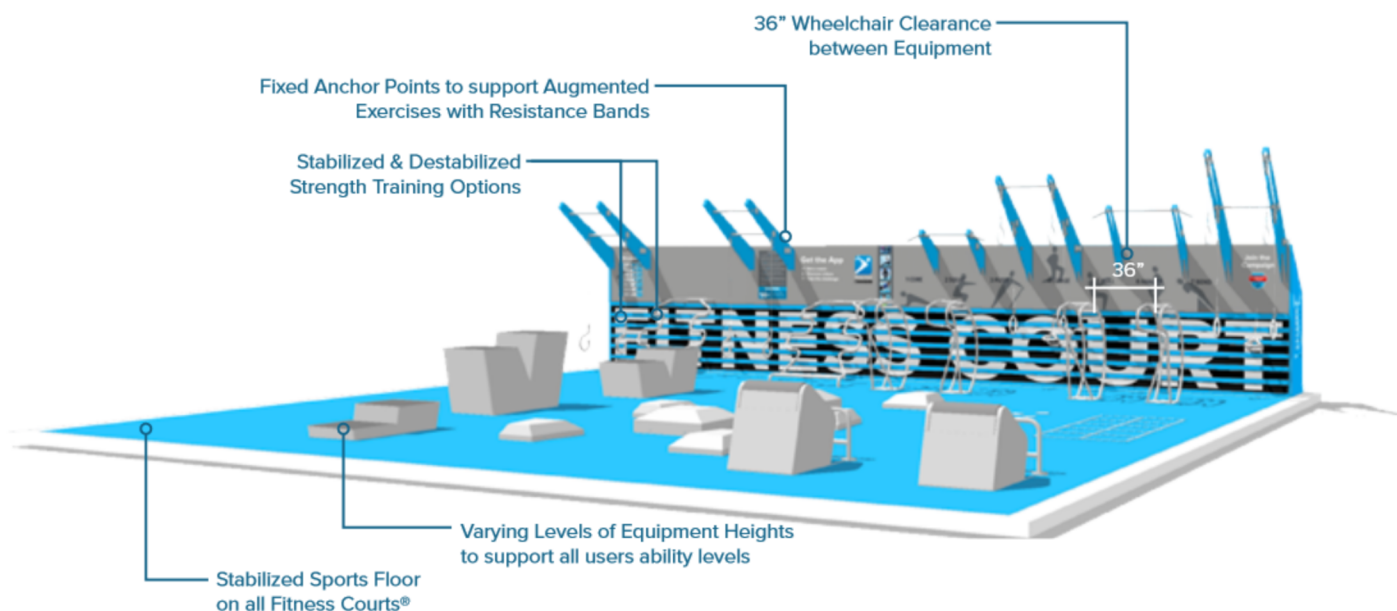
# Fitness Court® Accessibility Overview

A Community Platform For All



## Design DNA

The Fitness Court® is a comprehensive functional fitness circuit training facility. It includes an endless variety of training methods for adults of all ages and skill levels. The 7 Minute 7 Movement circuit training is designed specifically for the Fitness Court to provide a full body workout for all levels and leverages your body weight so you can improve over time. The Fitness Court® is 38'x38' in size and is roughly half the size of a standard tennis court. The design is the exact same in every location to ensure quality and usability for all.



## Sports Floor

Every single Fitness Court® is required to have a continuous fully accessible sports floor that is easy to navigate and allows ease of wheelchairs, walkers, strollers and other assistance devices.

## 36" Clearance

The Fitness Court® was designed to allow a 30" path throughout the whole system & elements allowing proper wheel chair accessibility throughout.

## Multi-Station

Each zone on the Fitness Court® is multi-station to allow users to utilize the same equipment & workouts with friends or spotters at the same time. It is important to NFC that the entire community is able to access the Fitness Court® and participate side-by-side.





# Fitness Court® Accessibility Overview

A Community Platform For All

## Adults of All Ages & Ability Levels

The Fitness Court® is designed for adults of all ages and accommodates a variety of skill levels and abilities at each station, from beginner to expert. Each station allows users to leverage their bodyweight at different angles and levels of resistance as a tool to improve over time. The Fitness Court® is a powerful way to encourage physical activity and promote community wellness.



Progressive Foot Hold Strips Allow User to Leverage Body Weight and Progress Over Time



Fixed Anchor Points Support Augmented Exercises with Resistance Bands



Fit for Adults of All Ages and Ability Levels

## Endless Variations & Activation

The Fitness Court supports progressive functional fitness for senior adults. Each of the seven basic movements supports activities of daily living, and each station provides users hundreds of different ways to leverage their own bodyweight for sustained health. This unique outdoor gym is a safe and effective tool for seniors to increase balance, encourage mobility, and reduce risk of injury. When integrated into a regular wellness practice, the Fitness Court supports core health, hip and joint flexibility, upper body strength and lower back stability.



Wheelchair Access at Destabilized Pull Rings



Wheelchair Access at Stabilized Pull Ladder



Wheelchair Access at Destabilized Pull Rings





# Fitness Court® Accessibility Overview

A Community Platform For All

## Engagement on the Fitness Court

NFC provides various opportunities to increase engagement on the Fitness Court®. Through the Ambassador program cities have the ability to run targeted classes and training for all ages and abilities. Classes ranging from Mobility and Balance series to 60+/Silver Sneakers programs have been held on the Fitness Court®. NFC supplies your community with training and annual routines and allows the local community to hold classes that are geared towards your specific user groups.



### Balance Series

Tone the mind and body in a beautiful outdoor setting

### Mobility Series

Maintain and restore joint health and range of motion



### Challenge Series

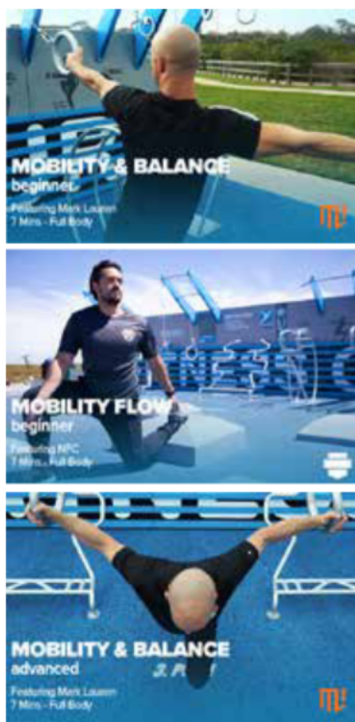
Friendly competition for active adults in 3, 5 or 7 minute intervals

“I’m encouraged, and glad to see the outdoor Fitness Court includes equipment to improve balance, which is key to preventing falls. It’s free and open to the public, so no one would have any reason not to take advantage of it.”

*-Carol Claybaker, Senior Resident of Janesville, WI*

## The Fitness Court® App

The Fitness Court® App is your digital gateway to the ecosystem and your personal coach in your pocket. Learn the moves at varying levels and understand the 7 Minute-7 Movement rotation. Moves can be adjusted as needed for ability levels. New workouts from world renowned trainers constantly updated to the app showcasing specialized routines like the Mobility & Balance and Mobility Flow.





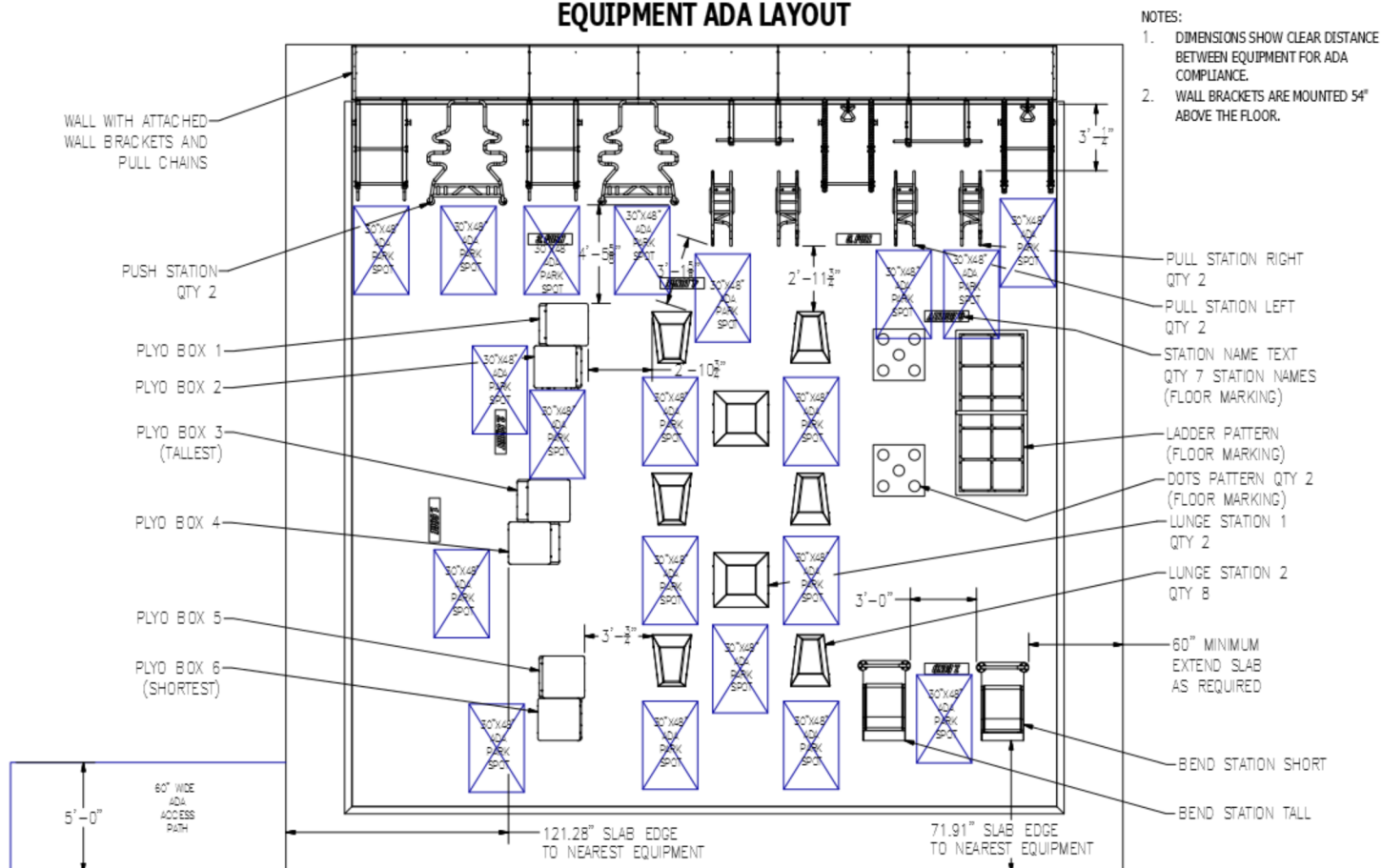
# Fitness Court® Accessibility Overview

A Community Platform For All

## Fitness Court® Equipment Layout

ADA Fitness Court® equipment layout allowing wheelchair accessibility and clearance for other stability assistance equipment.

### EQUIPMENT ADA LAYOUT



THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.







# 1

## Iconic Sites

Visibility plays a key role in bringing power and excitement to the Fitness Court.



# 2

## Accessibility

To support the campaigns' initiative of world class free fitness for all, the Fitness Court should be placed in a publicly accessible area.



# 3

## Connectivity

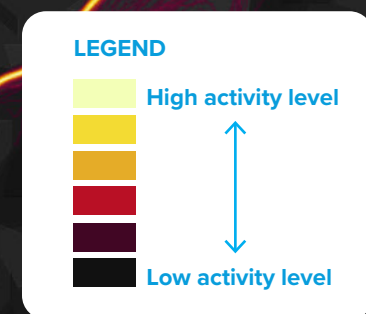
The Fitness Court is designed as a piece of healthy infrastructure that pairs with city parks, trails and pedestrian infrastructure.



NATIONAL FITNESS CAMPAIGN'S

# PEDESTRIAN ACTIVITY MAPPING

2021 Aggregated Anonymous Data Set



563

GREEN MOUNTAIN FALLS, CO POPULATION



# CONCEPTUAL SITE PLAN - OP 1

Green Mountain Falls, CO

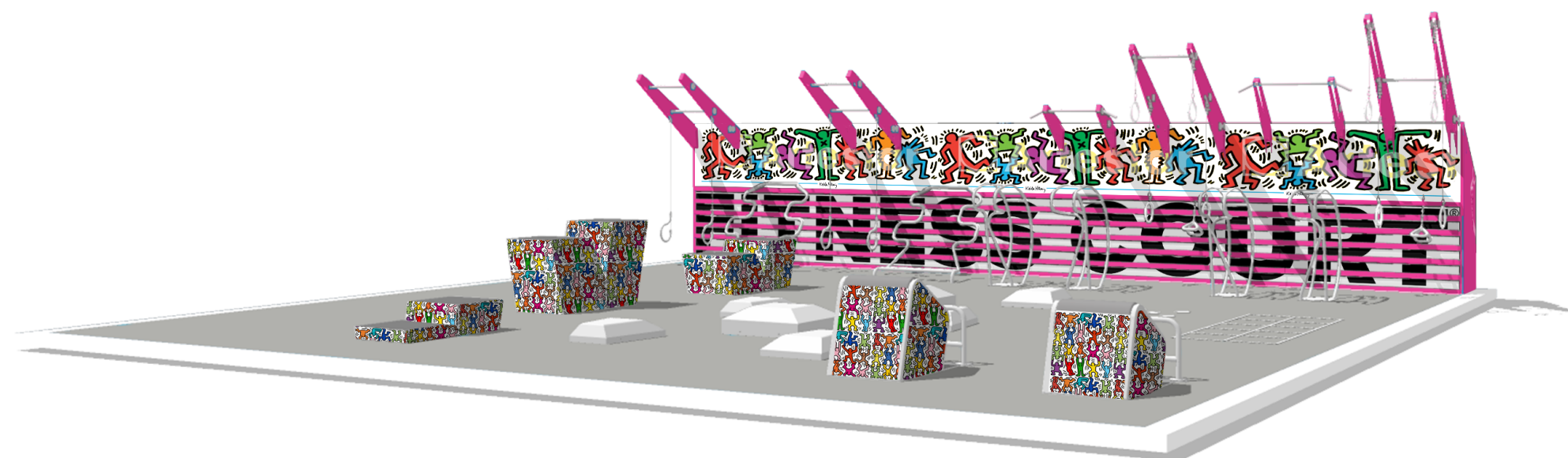
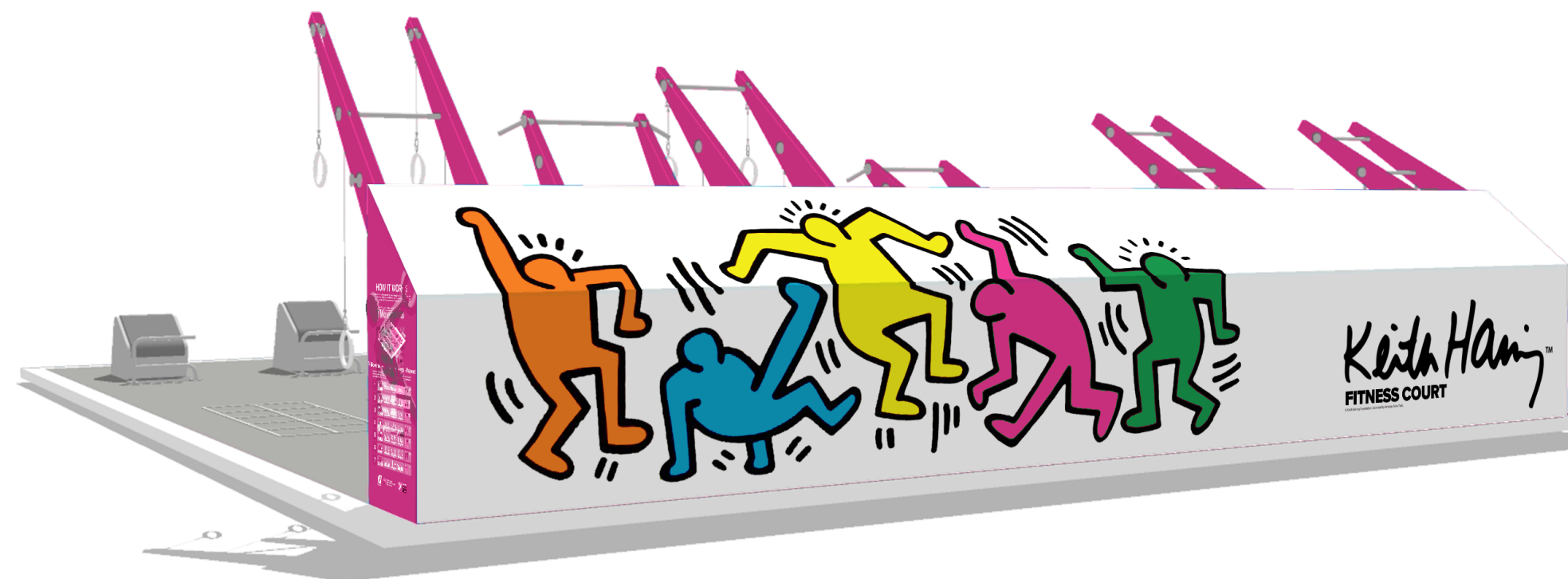


Green Mountain Falls  
Colorado

Keith Haring™







NATIONAL FITNESS CAMPAIGN



NATIONALFITNESSCAMPAIGN.COM  
(415) 702-4919 | BRIANNAHM@NFCHQ.COM





# **Green Mountain Falls, CO**

**Board of Trustees Meeting**

**August 3, 2021**

**Fire Mitigation Advisory Committee  
Report**

# Fire Mitigation Advisory Committee Update

CUSP GRANTS

IONA/SCOTT AVENUE PROJECT

2021 BUDGET IMPLICATIONS

PRIVATE PROPERTY OWNER ASSISTANCE

FMAC ACTIVE PROJECTS



## CUSP Grant Update – 40 Acres

Grant is funded but awaiting formal award letter from Colorado State Forest Service in August or September.

Most of the grant matching funding is from Colorado Springs Utilities with the balance of the funding from HGMFF and Town of Green Mountain Falls (\$5000)

Grant specifies town owned and HGMFF parcels adjacent to the Pike National Forest to follow along the Thomas Trail.

CUSP's goal (depending on timing for award letter) is to complete 15 acres in 2021.

## CUSP Grant Update – 53 Acres

This state funded grant is approved and funded. Pending award letter to start implementation of projects.

This a THREE YEAR ('21, '22, '23, '24) grant which contemplates \$16,975 matching funds from GMF each year. Additional matching is from HGMFF. GMF has budgeted \$16,975 in 2021 earmarked to fund the match. Grant includes a 35 hour in-kind match for time spent planning ie. ROW boundaries.

Grant specifies LARGER town owned and HGMFF parcels; defensible space on town-owned property existing among residential properties (including ROW); and defensible space on private property.

CUSP's 2021 objective will be to focus on small parcels and ROW to accomplish the most work possible in the remainder of the year.

# Iona/Scott Avenue Update

Colorado State Forestry Service tree mortality assessment and recommendations for fuels mitigation scheduled for July 29<sup>th</sup>. Report unavailable by report deadline.

CUSP 53 acre grant will encompass the Iona/Scott project.

CUSP 53 acre grant has funds available for private property defensible spaces mitigation. This is an opportunity to encourage the adjoining private property owners to participate with cost sharing funds from CUSP. Property owners are being notified.

GMF Nuisance Tree Ordinance should be referenced in the notification letter to private property owners. Private property owner's decision to participate is time sensitive in coordination of this project with CUSP.

# CUSP Grant GMF 2021 Budget Implications

2021 Budgeted funds for Fire Mitigation - \$17,000.

CUSP Grant Matching Requirements from GMF:

40 acre grant - \$5,000; only 1/3 will be spent in 2021

53 acre grant - \$16,975; amount required unknown

Budgeted funds for CUSP grants may not be spent in 2021.

FMAC will provide more accurate update when grants are formalized with scope and timing.

Consider adding any 2021 remaining unspent funds to 2022 GMF Budget and assume an additional matching grant funding requirement of at least \$20,000.



## CUSP Recommendation to Private Land Owners for Fuels Mitigation Funds

Form a group of neighbors in an area with adjoining or contiguous plots of land. Include those who will commit to a cost sharing program with CUSP.

Develop a list of these people to include name of property owners, address, and approximate lot size.

Contact CUSP (see CUSP letter below) with a request for cost sharing funding and be prepared to share you list of interested neighbors.

If your property qualifies for the cost sharing grant, CUSP will proceed according the enumerated steps in the letter below.

## FMAC Projects currently in progress

Developing a Notification and Evacuation Plan for approval by BOT to be posted to GMF website.

Developing a risk assessment map of the Town to prioritize and develop future Fuels Mitigation projects for funding and execution.

Exploring methods of providing education to GMF stakeholders regarding methods of fuels mitigation and availability of financial incentives and assistance.

Develop volunteer programs to provide assistance for fuels mitigation.



## *Coalition for the Upper South Platte*

Post Office Box 726  
Lake George, Colorado 80827

Coalition for the Upper South Platte (CUSP) is a 501 (c) 3 Nonprofit, based in Lake George, Colorado, operating since 1998.

Our mission is to protect the water quality and ecological health of the Upper South Platte Watershed through the cooperative efforts of watershed stakeholders, with emphasis placed on community values and economic sustainability. CUSP also works with adjacent watersheds, such as Fountain Creek Watershed adjoining Woodland Park.

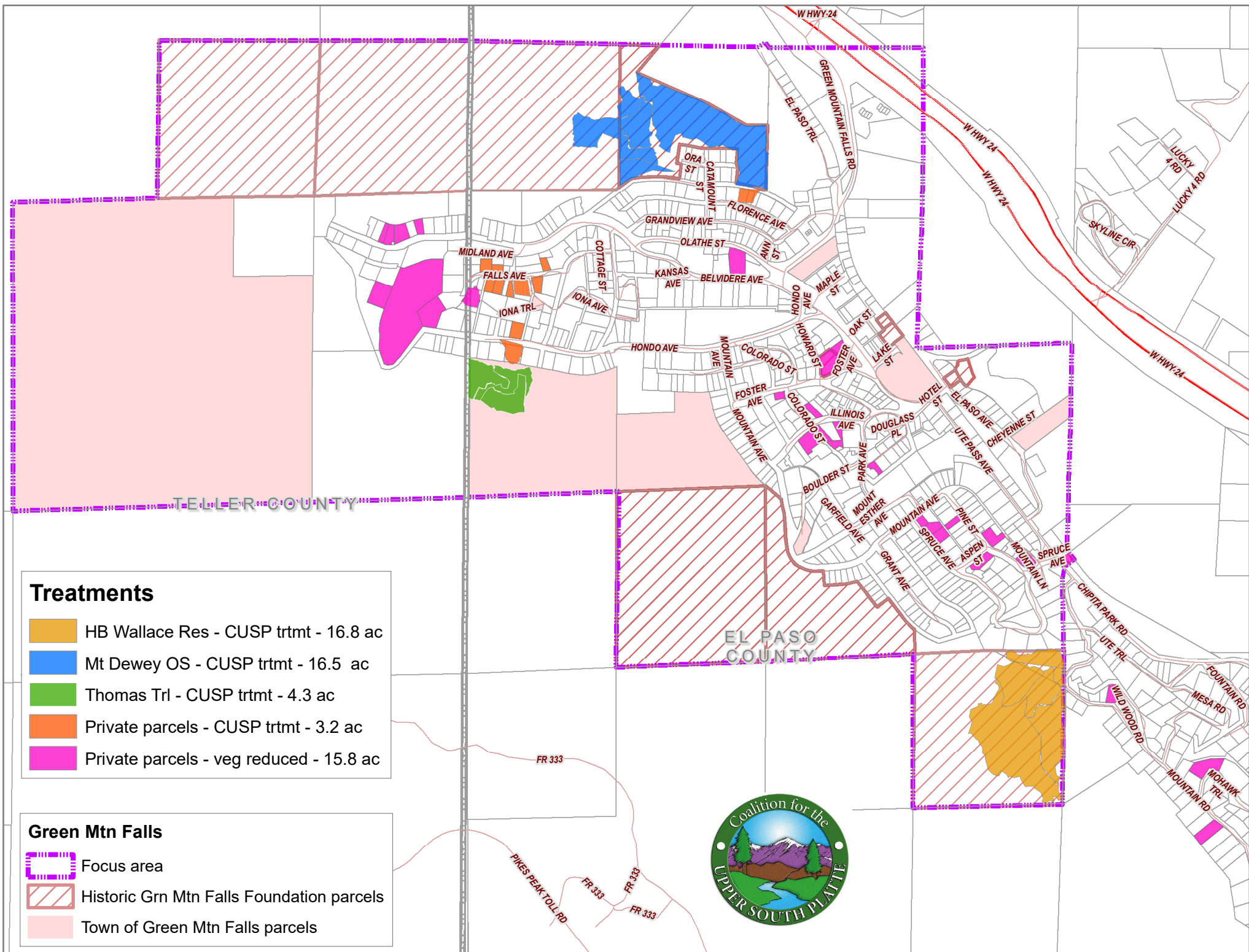
CUSP's work includes water resources and quality, forest health and wildfire mitigation, fire rehabilitation, stream/river restoration, erosion and flood control post fire, noxious weed management, community education, riparian corridor enhancement, sustainable recreation, and carbon sinks and storage. These activities are mainly implemented with grant funding. CUSP also has several fee for service programs.

### **FOREST HEALTH AND WILDFIRE MITIGATION**

The following steps describe CUSP's forest and fuels work on private and public lands using grant funding:

- 1) A CUSP Forester initially discusses the interests, concerns, and feasibility of a proposed project with interested property owners and managers. An emphasis is placed on projects and areas where connection with previously completed and/or planned projects is desired.
- 2) If the project qualifies for inclusion in a grant application, CUSP foresters arrange for an onsite visit with owners to assess and collect necessary information.
- 3) Several grant cycles are available with a 1-year interval between grant application and funding award. Most grants have a 3-year implementation period once the grant is awarded. All forestry work is performed by professional contractors with the grant covering up to 40% of project cost and owners paying 60% or more of project cost.
- 4) CUSP foresters work with owners onsite to flag the treatment area and devise a description of the work that meets at least the minimum standards for forest health and fuel reduction set by the Colorado State Forest Service.
- 5) CUSP foresters use a 'request for proposal' process and host a contractor tour of the project to solicit bids. CUSP only contracts with reliable forestry companies with appropriate insurance limits.
- 6) CUSP manages all contractual documents, carries liability, oversees onsite contractor work throughout the project, ensures quality control of the work, utilizes science-based parameters and best management practices, arranges for certification to meet grant funding requirements, and files all grant reports.

Please contact CUSP for further discussion and questions using the contact information below. Additional information is located on CUSP's website. <https://cusp.ws/ecological-restoration-and-wildfire-mitigation/>



## Treatments

- HB Wallace Res - CUSP trtmt - 16.8 ac
- Mt Dewey OS - CUSP trtmt - 16.5 ac
- Thomas Trl - CUSP trtmt - 4.3 ac
- Private parcels - CUSP trtmt - 3.2 ac
- Private parcels - veg reduced - 15.8 ac

## Green Mtn Falls

- Focus area
- Historic Grn Mtn Falls Foundation parcels
- Town of Green Mtn Falls parcels





July 22, 2021

Dear Town Council Members,

Did the citizens of Green Mt. Falls approve the new parking meters? Did the business owners really want them or was the decision made by a handful of people?

We drove up to GMF for lunch and parked. There were no signs saying you needed to pay to park where we were. Is this a trick?

Naturally, in cities there are parking meters everywhere, but in a very small town known for its friendliness and great small businesses, why would you hand out parking tickets when there aren't many No Parking signs? Is that friendly?

After the first time we went to GMF, we registered right away. I helped several strangers, explaining the parking meters so they wouldn't get a ticket. They all said, "But there are no signs."

So, I suggest you put up lots of <sup>BIG</sup> signs or a sign at every parking spot. That way, all drivers will see them.

The summer tourists provide so much revenue. Do you really want to irritate them with your unfair parking policy?

Sincerely,

Doris Nurdyke



## UNIVERSITY SERVICES AGREEMENT

This University Services Agreement ("Agreement") is entered into by and between The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado ("University"), for the use and benefit of the Colorado State Forest Service, and the town of Green Mountain Falls, a municipality with a place of business located at 10615 Green Mountain Falls Rd, Green Mountain Falls, CO 80819 ("Client").

NOW THEREFORE, in consideration of the above and the mutual promises contained herein, the parties agree as follows:

1. **Independent Contractors.** It is understood and agreed by the parties that the University is an independent contractor with respect to the Client and that this Agreement is not intended and shall not be construed to create an employer/employee or a joint venture relationship between the University and the Client. The University shall be free from the direction and control of the Client in the performance of the University's obligations under this Agreement, except that the Client may indicate specifications, standards requirements and deliverables for satisfaction of the University's obligations under this Agreement.
2. **Term.** This Agreement shall be effective commencing on the date of final signature (the "Effective Date") and shall terminate one year thereafter, unless sooner terminated as provided herein or extended by written agreement of the parties.
3. **Scope of Work.** The University agrees to perform the services described in the Scope of Work attached hereto (the "Services") and made a part hereof as Exhibit A, under the direction and supervision of the Principal Investigator, whose name appears in Exhibit A.
4. **Payment.** The Client agrees to pay the University for the Services performed under this Agreement as follows (*check one*):

☐ In a fixed price amount of \_\_\_\_\_ payable 50% upon execution; 40% at mid-project; 10% upon University's submission of the final report; OR

☒ In accordance with the payment terms set forth in the Scope of Work, Exhibit A attached hereto.

5. **Ownership of Information.** At all times during and following the term of this Agreement, including any extensions or renewals hereof, all records, information and data provided to the University by the Client or developed during the performance of the Services under this Agreement by the University and/or the Client ("Project Records") shall be and remain the sole property of the Client. The University retains the right to use the Project Records for academic and research purposes. Except as provided in paragraph 7 of this Agreement, any Project Records shall be provided to or returned to the Client upon request after termination of this Agreement.
6. **Reporting Requirements.**

6.1 The University agrees that all Project Records as defined in the Scope of Work or detailed description thereof shall be made available to Client at any reasonable time, subject to the reporting requirements set forth in the Scope of Work.



6.2 Client shall have the right to audit the records of the University, to the extent such records are related to the Services performed under this Agreement, during normal business hours and upon reasonable notice to University. Such audit may include the financial records of University relating to the Services. University shall reasonably cooperate with Client in satisfying any requirement or order issued by any governmental agency or court, including but not limited to the inspection of University's records or facility.

## **7. Confidentiality.**

7.1 Each party has certain documents, data, information, and methodologies that are confidential and proprietary to that party ("Confidential Information"). During the term of this Agreement, either party may, as the "Disclosing Party," disclose its Confidential Information to the other party (the "Recipient"), in writing, visually, or orally. Recipient shall receive and use the Confidential Information for the sole purpose of the performance of this Agreement, and for no other purpose (except as may be specifically authorized by the Disclosing Party, in writing). Recipient agrees not to make use of the Confidential Information except for such Services and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser.

7.2 Recipient shall use its reasonable best efforts to preserve the confidentiality of the Confidential Information (using the same or similar protections as it would as if the Confidential Information were Recipient's own, and in any event, not less than reasonable care). Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

7.3 "Confidential Information" shall not include, and Recipient shall have no obligation to refrain from disclosing or using, information which:

7.3.1 is generally available to the public at the time of this Agreement;

7.3.2 becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient;

7.3.3 is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality;

7.3.4 has been independently developed by persons in Recipient's employ or otherwise who have no contact with Confidential Information, as proven with written records; or

7.3.5 is required to be disclosed by law; provided that, in the event that Recipient is required to redisclose Confidential Information under this subsection 7.3.5, it will promptly notify the Disclosing Party, and the Disclosing Party may, at its sole discretion and expense, initiate legal action to prevent, limit or condition such redisclosure.

7.4 With respect to 7.3.5, the Client acknowledges that the University is subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq. ("CORA"). If disclosure of any Confidential Information is required pursuant to CORA, the University shall reasonably cooperate with the Client to review and identify any information not subject to disclosure. However, University shall retain the right to proceed in the manner it believes, in its sole discretion and judgment, is required to be compliant with the law.



7.5 Notwithstanding any other provision of this Agreement, a party may retain one copy of the other party's Confidential Information in its confidential files, for the sole purpose of establishing compliance with the terms hereof.

8. **Equipment.** Unless otherwise provided in the Scope of Work or in a writing signed by the parties, all equipment purchased by University with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated to providing Services under this Agreement while this Agreement is in effect.
9. **Liability; Insurance.** Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the University, and Client, if Client is a public entity in Colorado, is at all times herein strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. secs. 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. As an institution of the State of Colorado, CSU is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.
10. **Exclusive Warranty; Disclaimer.** University warrants that all deliverables provided under this Agreement will be provided substantially in accordance with the Scope of Work and/or written protocol provided by Client. All other warranties, express and implied, are hereby expressly disclaimed **INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** University does not perform any services under this agreement that may be subject to FDA Regulations, e.g. GMP, cGMP, GLP, GCP work/services. University shall not be liable for any indirect, special, incidental, consequential or punitive loss or damage of any kind, including but not limited to lost profits (regardless of whether or not University knows or should know of the possibility of such loss or damages). The liability of either party under this Agreement shall not exceed the amount paid or payable to the University under this Agreement.
11. **Use of Tradenames and Service Marks.** Neither party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (the "Marks"), or the copyrights of the other party. Neither party will include the name of the other party or of any employee of that party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other party. In the case of the University, prior written approval is required from the Vice President for External Relations, or designee. In the case of the Client, prior written approval is required from an authorized representative of the Client.
12. **Termination.** Either party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Client, except in the case of a material breach by University, Client shall pay all costs accrued by University as of the date of termination including non-cancelable obligations for the term of this Agreement, which shall include all appointments of staff incurred prior to the effective date of the termination. University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Client is to be liable. University shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Client for payments which may have been advanced in excess of total costs incurred with no further obligations to Client.



13. **Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. Notwithstanding the foregoing, in the event of a breach or threatened breach of paragraph 7 or 11 of this Agreement, the non-defaulting party may terminate the Agreement immediately without affording the defaulting party the opportunity to cure, and may seek an injunction or restraining order as required to prevent unauthorized disclosures of Confidential Information or unauthorized use of its Marks or copyrights. In the event that Client defaults under the obligation to make any payment as required herein, the University shall be entitled to recover, in addition to all amounts due and unpaid, interest at the rate of eighteen percent per annum, plus costs of collection and reasonable attorney fees incurred in connection with such default.
14. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), or (iii) email with return receipt, to the designated representative(s) of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

**To University:**

Colorado State Forest Service  
Woodland Park Field Office  
113 S. Boundary St.  
Woodland Park, CO 80863  
719-687-2951

Colorado State Forest Service  
5060 Campus Delivery  
Colorado State University  
Fort Collins, CO 80523-5060  
Telephone: 970-491-6303  
Fax: 970-491-7736

**To Client:**

Town of Green Mountain Falls  
Attn: Angie Sprang, Town Manager  
10615 Green Mountain Falls Rd  
Green Mountain Falls, CO  
719-684-9414 ext. 5

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel  
0006 Campus Delivery  
Colorado State University  
Fort Collins, CO 80523-0006  
Telephone: 970-491-6270  
Email: [contracts@colostate.edu](mailto:contracts@colostate.edu)

15. **Legal Authority.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement. This Agreement shall not be binding upon Colorado State University, its governing board or the State of Colorado unless signed by the Associate Vice-President for Finance or his/her authorized delegate.
16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this Agreement.
17. **Amendment.** No amendment to this Agreement shall be valid unless it is made in a writing signed by the authorized representatives of the parties.
18. **Severability.** In the event that any provision of this Agreement is held unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
19. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by and construed under the laws of the State of Colorado. Any claim arising under this Agreement shall be filed and tried in the District Court in and for Larimer County, situated in the City of Fort Collins, State of Colorado.
20. **Assignment.** This Agreement shall not be assigned without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided however, such consent shall not be required in the case of a sale or transfer to a third party of all or substantially all of a party's business. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties.
21. **International Agreement.**

N/A ☐ This is an International Agreement: (only applicable if checked)

Agreements with non-U.S. contractors require approval by the CSU Export Control Office or Office of the General Counsel. The undersigned represents that he or she is duly authorized to approve export control measures on behalf of the University.

By: \_\_\_\_\_

*\*Signature*

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

Title: \_\_\_\_\_



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

**The Board of Governors of the Colorado State University System, acting by and through Colorado State University:**

By: Andrew Schlosberg  
Supervisory Forester  
Date: 7/1/2021

Digitally signed by Andrew Schlosberg  
DN: cn=Andrew Schlosberg, o=Colorado State  
Forest Service, ou=Woodland Park Field Office,  
email=andy.schlosberg@colostate.edu, c=US  
Date: 2021.07.01 15:23:46 -0600

**Client:**

By: Town of Green Mountain Falls  
Printed Name: Angie Sprang  
Title: Town Manager  
Date: 07-20-2021

**\*APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Grant N. Calhoun, JD  
Associate Legal Counsel/Director of Contracting Services  
Office of the General Counsel

\*Not required unless legal changes made to this document.

## EXHIBIT A TO SERVICES AGREEMENT

### SCOPE OF WORK

**PRINCIPAL INVESTIGATOR:** CSFS- Stephen Rudolph

**CLIENT INVESTIGATOR:** Town of Green Mountain Falls

**TITLE:** 2021 Insect and Disease Inspection

**DETAILED DESCRIPTION:** An inspection of the Right-Of-Way and private properties within a tree-length (approximately 50 feet) of the right-of-way, in the area of Hondo Ave, Scott Ave, and Cottage St (see attached map), to identify any trees with insect and disease concerns, primarily Douglas-fir beetle, Douglas-fir pole beetle, and mountain pine beetle. However, any tree suffering from mortality caused by insect infestation or disease, which threatens the health of other trees, will be identified. Trees that must be removed will be identified with orange flagging tied around the tree with the words "KILLER TREE" printed on the flagging. Infested or diseased trees will be documented using a GPS.

A written report will be provided to the town of Green Mountain Falls within 30 days of the inspection identifying the property, quantity and location of infested or diseased trees which must be removed.

**Cost:**

Upon completing the report, Contractor will send Client an invoice due within 30 days. Contractor shall timely and professionally complete work outlined above, pursuant to this Agreement, for the cost listed below. These costs include all travel, supplies, and inspection report:

Project	Foresters	Hours	Per Person Per Hour	Total Dollar Amount
General Forest Management Inspection	1	6.5	\$74.00	\$481.00

**\*Note:** Cost of projects will not exceed total dollar amount estimated in table above. Also, if work is completed in fewer hours than estimated, client will be charged for actual hours needed to complete project.



# Town of Green Mountain Falls ROW Insect, Disease, and Hazard Tree Survey

