



Town of Green Mountain Falls

Board of Trustees Regular Meeting Agenda

10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

Tuesday, May 3, 2022, at 7:00 p.m.

In-person meeting with YouTube Streaming via the [Town's Channel](#)

There will be a reception for the new Trustees and Marshal beginning at 6:00pm, everyone is welcome.

REGULAR MEETING:

	ITEM	DESIRED OUTCOME
1.	OATH OF OFFICE: Mayor Todd Dixon	
2.	OATH OF OFFICE: Trustee Nick Donzello	
3.	OATH OF OFFICE: Trustee Sean Ives	
4.	OATH OF OFFICE: Trustee Sunde King	
5.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
6.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	BOT Action Desired
7.	CONSENT AGENDA: a. Accounts Payable from April 2, 2022, to Apr. 28, 2022 b. Minutes from April 5, 2022, Board of Trustees Meeting c. Stilling Basins Invitation for Bids	BOT Action Desired
8.	OATH OF OFFICE: Marshal Sean Goings	
9.	APPOINTMENT OF MAYOR PRO TEM	BOT Action Desired
10.	LIQUOR LICENSE RENEWAL: The Blue Moose Tavern	BOT Action Desired
11.	CONTRACT AMENDMENT: Stilling Basins PPRTA	BOT Action Desired
12.	EASEMENT AGREEMENT: 6796 Pine St.	BOT Action Desired
13.	EASEMENT AGREEMENT: Catamount Trail	BOT Action Desired
14.	RECOMMENDATION: Parks, Rec, and Trails Committee – Thomas Trail closure during COSWAP Grant work	BOT Action Desired
15.	RECOMMENDATION: Parks, Rec, and Trails Committee – Friends of Ute Pass Trails Maintenance Agreement	BOT Action Desired
16.	RECOMMENDATION: Parks, Rec, and Trails Committee – Ribbon Cuttings	BOT Action Desired
17.	GRANT APPLICATION: CPW Human-Bear Conflict Reduction	BOT Action Desired
18.	MEETING FORMAT: a. Use of Zoom or other remote technology b. Location of Public Comment in agendas	BOT Action Desired
19.	REPORTS a. Trustee Reports	Information Only

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

	b. Committee Reports c. Staff Reports	
20.	CORRESPONDENCE a. Planning Commission resignations: Sean Ives and Todd Dixon b. PPRTA-3 Project and Ballot Schedule	Information Only
21.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
22.	ADJOURN	



OATH OF OFFICE

STATE OF COLORADO)

EI PASO AND TELLER COUNTIES)

TOWN OF GREEN MOUNTAIN FALLS)

I, Todd Dixon, do affirm that I will support the constitution of the United States, the constitution of the state of Colorado, the laws of the state of Colorado, and the ordinances of the Town of Green Mountain Falls, and will faithfully perform the duties of the office of Mayor of the Town of Green Mountain Falls, upon which I am about to enter, to the best of my ability.

Todd Dixon, Mayor

ATTEST:

Subscribed and sworn before me this 3rd day of May 2022.

Nathan Scott, Town Clerk/Treasurer



OATH OF OFFICE

STATE OF COLORADO)

EI PASO AND TELLER COUNTIES)

TOWN OF GREEN MOUNTAIN FALLS)

I, Nick Donzello, do affirm that I will support the constitution of the United States, the constitution of the state of Colorado, the laws of the state of Colorado, and the ordinances of the Town of Green Mountain Falls, and will faithfully perform the duties of the office of Trustee of the Town of Green Mountain Falls, upon which I am about to enter, to the best of my ability.

Nick Donzello, Trustee

ATTEST:

Subscribed and sworn before me this 3rd day of May 2022.

Nate Scott, Town Clerk/Treasurer



OATH OF OFFICE

STATE OF COLORADO)

EI PASO AND TELLER COUNTIES)

TOWN OF GREEN MOUNTAIN FALLS)

I, Sean Ives, do affirm that I will support the constitution of the United States, the constitution of the state of Colorado, the laws of the state of Colorado, and the ordinances of the Town of Green Mountain Falls, and will faithfully perform the duties of the office of Trustee of the Town of Green Mountain Falls, upon which I am about to enter, to the best of my ability.

Sean Ives, Trustee

ATTEST:

Subscribed and sworn before me this 3rd day of May 2022.

Nathan Scott, Town Clerk/Treasurer



OATH OF OFFICE

STATE OF COLORADO)

EI PASO AND TELLER COUNTIES)

TOWN OF GREEN MOUNTAIN FALLS)

I, Sunde King, do affirm that I will support the constitution of the United States, the constitution of the state of Colorado, the laws of the state of Colorado, and the ordinances of the Town of Green Mountain Falls, and will faithfully perform the duties of the office of Trustee of the Town of Green Mountain Falls, upon which I am about to enter, to the best of my ability.

Sunde King, Trustee

ATTEST:

Subscribed and sworn before me this 3rd day of May 2022.

Nathan Scott, Town Clerk/Treasurer

Town of Green Mountain Falls

Vendor Invoices Journal

from April 02, 2022 to April 28, 2022

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Amount	Ref Total
1-00-00-2000 General-Accounts Payable							
04/04/2022	7944145464	COSpringUtil	Colorado Springs Utilities	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	12.72	12.72
04/05/2022	105166	wilsoncompany	Wilson & Company	2-10-00-4030	Capital Improvement-Administration-Grants - State - DOLA 2 (Flood Recovery)	13,098.90	13,098.90
04/06/2022	86405	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	80.00	80.00
04/08/2022	04082022	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	600.00	600.00
04/11/2022	20847114	Pinnacol	Pinnacol Assurance	1-10-01-5021	General-Administration-Labor-Labor - Workman's Comp	824.67	
04/11/2022	20847114	Pinnacol	Pinnacol Assurance	1-40-01-5021	General-Public Safety-Labor-Labor - Workman's Comp	824.67	
04/11/2022	20847114	Pinnacol	Pinnacol Assurance	1-70-01-5021	General-Public Works-Labor-Labor - Workman's Comp	824.66	2,474.00
04/11/2022	86505	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	223.80	223.80
04/12/2022	18477	springsit	Springs IT	1-40-02-5130	General-Public Safety-Operations-Supplies - Operational	60.00	60.00
04/12/2022	99290	chiefpetroleum	Chief Petroleum	1-70-02-5128	General-Public Works-Operations-Supplies - Fuel	2,510.56	2,510.56
04/21/2022	5200166935	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	140.94	140.94
04/21/2022	5872676037	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	15.52	15.52
04/21/2022	6357261325	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	277.46	277.46
04/21/2022	7990482304	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	74.30	74.30
04/21/2022	9827690757	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	25.05	25.05
04/21/2022	9995234678	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	18.58	18.58
04/22/2022	04222022	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	600.00	600.00
04/24/2022	0048636	CEBT	CEBT	1-10-01-5020	General-Administration-Labor-Labor - Health Insurance	3,178.60	
04/24/2022	0048636	CEBT	CEBT	1-40-01-5020	General-Public Safety-Labor-Labor - Health Insurance	2,665.40	
04/24/2022	0048636	CEBT	CEBT	1-70-01-5020	General-Public Works-Labor-Labor - Health Insurance	943.80	6,787.80
Total For 1-00-00-2000 General-Accounts Payable							26,999.63

TOWN OF GREEN MOUNTAIN FALLS
Board of Trustees Regular Meeting
Town Hall – 10615 Green Mountain Falls Road
Streamed via YouTube
Tuesday, April 5, 2022 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Sunde King
Trustee Katharine Guthrie

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Becky Frank

Public Works Department

Not present

Town Clerk/Treasurer/Planner

Nate Scott

Marshal's Department

Virgil Hodges
Sean Goings

Administrative Assistant

Vacant Position

Planning Department

Vacant Position

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

Mayor Newberry called the meeting to order at 7:00 p.m.

2. Additions, Deletions, or Correction to the Agenda

No changes to the agenda. Mayor Newberry moves to approve the agenda as presented. Trustee Guthrie seconds. Motion passes unanimously.

3. Consent Agenda

- a. Accounts Payable from Mar. 12, 2022, to Apr. 1, 2022
- b. Minutes from Mar. 15, 2022, Board of Trustees Meeting

Mayor Newberry moves to approve consent agenda. Trustee Guthrie seconds. Motion passes unanimously.

4. PROCLAMATION: National Library Week

Taryn Malila discusses proclamation; Mayor Newberry reads the proclamation.

5. PROCLAMATION: El Paso County - Child Abuse Prevention Month

Kristina Iodice discusses child abuse prevention measures and the proclamation. Mayor Newberry reads the proclamation.

6. APPOINTMENT: Pikes Peak Regional Building Department - Advisory Board Member

Trustee Peterson moves to table the item so the new board can make appointments. Trustee Guthrie seconds. Motion passes unanimously.

7. COSWAP Grant: Request for 12 more weeks in 2023

TCT Scott gives a summary of events that led to this request for more weeks. Site visit and conversation with Mile High Youth Corps, communication with state DNR representatives, and internal staff discussion. Discussion about the logistics and timeline of updating the application.

Trustee Peterson moves to approve the request for 12 additional weeks of grant work. Trustee King seconds. Motion passes unanimously.

8. EIAF Grant - Comprehensive Road Plan – Bid Award & Professional Services Agreement

Town Manager Frank summarizes the RFP response results. Recommends approval of this agreement. TM Frank explains the project, which will identify road issues, help prioritize projects, and define a long-term plan.

Mayor Newberry moves to approve the agreement. Trustee Guthrie seconds. Motion passes unanimously.

9. CDBG Grant - Gazebo Lake – Bid Award & Contract Authorization

Town Manager Frank summarizes the project and RFP response results. Project includes improved lake outlet, lake wall reconstruction, installation of an ADA fishing pier, and ADA pathway.

Mayor Newberry moves to approve the award of this contract. Trustee Peterson seconds. Motion passes unanimously.

10. CUSP Fire Mitigation – Cost Share Agreement

Town Manager Frank summarized the agreement, which spends budgeted funds on CUSP-managed fire mitigation. CUSP partners will pitch in the balance of funds, which will make mitigating 19.05 acres of town-owned land possible.

Trustee Peterson moves to approve the agreement. Trustee Guthrie seconds. Motion passes unanimously.

11. Pikes Peak Rural Transportation Authority – PPRTA Bylaws, CAC Membership, and PPRTA 3 Presentation

Mayor Newberry moves to give direction to Mr. Gooding as follows: GMF sticks with the original CAC membership vote, which gives 2 representatives to Manitou Springs and an extra at-large to bring the total number of CAC members to 21; reappoint Mr. Gooding as the CAC representative with Ann Esch as alternate or At-large, whatever is possible; and approve the bylaw modification for grant management. Trustee Peterson seconds. Motion passes unanimously.

12. Reports

a. Trustee Reports

- a. Trustee Guthrie: Mentions that the lake contract leaves about \$20K for accessible playground equipment. Discussion on how to get various volunteers and community members involved.
- b. Trustee Peterson: brief Bronc Day report – theme is fire/first responders and Marshal Hodges will be the Grand Marshal.

b. Committee Reports

- a. No committee reports.

c. Staff Reports

- a. TCT Scott summarizes the included staff report. Discussion about easements vs. revocable permits as the solution to certain encroachment situations.

- b. Town Manager Frank gives updates: first pool inspection occurred and is positive; a tree blew down and affected a gas line; presents the PPRTA #3 ballot language.
 - i. Andre Brackin gives a presentation which summarizes the PPRTA history, project definitions, ballot process, and how the stilling basin project fits in.
 - ii. Mr. Brackin gives a summary of the stilling basin project with tentative timeline. Discussion about how it will be coordinated with the lake project.
 - iii. Trustee Peterson asks about parking project status; TM Frank gives an update on that project.
- c. Marshal Hodges gives a summary of his report. Losing all reserve hours due to moves and other commitments.

13. Correspondence

- a. Family Leave Opt-Out Update
 - a. TM Frank summarizes this – was pushed through by Town legal team. She will do more research and come up with a recommendation.
- b. GMF Community Potluck – May 5th to thank volunteers, staff, and mingle with community.
- c. Fire Mitigation Informational Town Hall @ Sallie Bush
 - a. TCT Scott mentions that fire mitigation partners will be involved in this meeting.
- d. Resolution 2022-05 - PTO Payout Update
 - a. TCT Scott – did the requested research regarding the PTO payout, and CO Dept of Labor confirmed we can and should pay out earned hours.

14. Persons present not on the agenda: 3 minutes per speaker

No comments.

15. EXECUTIVE SESSION: Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters, Specifically to Evaluate Applicants for Position of – Town Marshal

Mayor Newberry moves to adjourn to Executive Session in order to evaluate the application of Sean Goings as Town Marshal. Trustee Peterson seconds. Motion passes unanimously.

Board enters into an Executive Session at approximately 8:20 pm.

Board adjourns from Executive Session at approximately 8:52 pm.

Board moves to approve the hiring of Sean Goings as the next Town Marshal. The motion passes unanimously.

16. Adjourn

The meeting adjourned at approximately 8:55 pm, after the vote to hire Sean Goings as the next Town Marshal. Exact time not recorded.



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 05/03/2022	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		Stilling Basins Invitation for Bids

Background: The Stilling Basins project funded through through the Pikes Peak Rural Transportation Authority has been prepared by the Town's Consultant for this Project (Wilson & Co.) is ready to go out to bid. The attached IFB to be posted to Bidnet pending board approval.

Discussion: This project requires no Town match and working within the proposed timeline the project is scheduled to be completed this summer and is expected to interface with the timeline of existing projects to minimize the impact to public spaces. Town staff will work with the selected contractor to ensure that any features that exist within the impacted area will be repositioned within the park in a suitable manner.

Recommended Action: Move to approve the IFB as part of the regular consent agenda.

Respectfully,

Becky Frank

TOWN OF GREEN MOUNTAIN FALLS

**INVITATION FOR BIDS
IFB NO.: 22-001**

Sealed (or emailed) best-value bids for **Construction of Stilling Basin** for the Town of Green Mountain Falls (GMF) **will be received by the Town of Green Mountain Falls Town Hall, UNTIL: MAY 24, 2022, AT 10:30 AM** at which time they will be publicly opened and read aloud. Any questions need to be submitted no later than 10:30 a.m., Wednesday, May 18, 2022, all technical questions need to be submitted in email format.

A **Bid Security** in the form of a certified check, cashier's check or bid bond made payable to the Town of Green Mountain Falls, Colorado in the amount of 5% of your bid total must accompany your bid. (You may email your bid but must mail your bid bond separately.) The successful Contractor will be required to furnish a 100% Performance Bond and Payment Bond for the work being bid.

THE TOWN OF GREEN MOUNTAIN FALLS WILL
NOT BE HELD RESPONSIBLE FOR MISINFORMATION RECEIVED FROM PRIVATE PLAN HOLDERS.
PLEASE USE OUR WEBSITE ONLY.
**CONTACT WILSON & COMPANY AT
719-400-9548 TO REQUEST A SPECIFICATION PACKAGE,
OR CONTACT TOWN HALL AT 10615 Green Mountain Falls Road, P0 Box 524, Green
Mountain Falls, Colorado, 80819 .**

**There will be a \$50.00 charge for the plans and specifications on a CD.
Cash or check ONLY, NO CREDIT CARDS.**

Any questions regarding this bid should be directed to Andre Brackin, Senior Project Manager, email:
Andre.Brackin@wilsonco.com or 719-400-9548.

WILSON & COMPANY, AGENT FOR TOWN OF GREEN MOUNTAIN FALLS

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TOWN OF GREEN MOUNTAIN FALLS

RESPONSE CHECKLIST
For
Construction of Flood Repairs

The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the bid.

Failure to submit any of the documents listed below as a part of your bid, or failure to acknowledge any addendum in writing with your bid, or submitting a bid on any condition, limitation or provision not officially invited in this IFB (Invitation For Bids) may be cause for rejection of the bid.

Bidder shall check each box indicating compliance:

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PACKAGE

<input type="checkbox"/>	RESPONSE CHECKLIST
<input type="checkbox"/>	ADDENDUM(S) ACKNOWLEDGED (if applicable)
<input type="checkbox"/>	BID BOND (5%)
<input type="checkbox"/>	COPIES OF GENERAL / VEHICLE LIABILITY INSURANCE and WORKERS' COMPENSATION CERTIFICATES
<input type="checkbox"/>	CONTRACTOR'S QUALIFICATION STATEMENT
<input type="checkbox"/>	DECLARATION FORM
<input type="checkbox"/>	NON-COLLUSION AFFIDAVIT
<input type="checkbox"/>	WORK PLAN / SCHEDULE
<input type="checkbox"/>	BID FORM
<input type="checkbox"/>	ONE (1) ORIGINAL HARDCOPY SET <u>AND ONE (1) COMPLETE</u> COPY OF ALL BID DOCUMENTS

COMPANY NAME:	PHONE NUMBER:
STREET ADDRESS:	FAX:
CITY, STATE, ZIP:	Email:
AUTHORIZED REPRESENTATIVE NAME (PRINT):	TITLE:
AUTHORIZED REPRESENTATIVE SIGNATURE:	DATE:

TOWN OF GREEN MOUNTAIN FALLS

**GENERAL SPECIFICATIONS
FOR
Stilling Basin Project**

The Town of Green Mountain Falls (GMF), El Paso County, Colorado, a Colorado municipality, is seeking written "best value" bids from qualified, experienced contractors to provide all labor, materials and equipment necessary for the construction of flood repairs for the construction of a stilling basin for the Town, as per these specifications and construction plans. This work is funded by the Town and through a grant from the Department of Local Affairs (DOLA.)

Background and General Information

The Town of Green Mountain Falls is located on the South side of US Highway 24, approximately 7 miles west of the Town of Cascade, which is 15 miles west of Colorado Springs at Interstate Highway 25. The project is located in town off Ute Pass Avenue near the intersection with Park Avenue. The work consists of excavation for a new pond, installation of drainage structures and drainage pipe, and water line relocation. Work areas lie within the Town's roads Rights of Way and public property owned by the Town of Green Mountain Falls.

This project provides improved water quality to runoff tributary to the Town's Gazebo Lake. No environmental assessment was required and no mitigation of impacts are required.

The construction contract is a working day contract and it is anticipated that the work can be completed in one construction season.

In addition to the water line relocation and lowering, other utilities are present within the project limits and must be protected during construction.

SCOPE OF WORK

These bid plans and specifications incorporate the document entitled “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, Colorado Department of Transportation, State of Colorado (2011), The bid specification documents also incorporate the document entitled “COLORADO STANDARD PLANS, and COLORADO DEPARTMENT OF TRANSPORTATION, M & S STANDARDS” (July 2021), as if physically attached and bound herein.

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation “STANDARD SPECIFICATIONS”, and their “COLORADO STANDARD PLANS - M & S STANDARDS” for use in bidding and construction of the project. Copies are available for examination at the office of the Owner.

The Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, 2021, controls construction of this project. The following special provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement. All methods, procedures, materials, control of work, and bases of measurements not herein covered will comply with the Standard Specifications for Road and Bridge Construction, Department of Transportation State of Colorado, 2021.

Construction signage shall follow the federal “MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES”, latest edition.

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I. TECHNICAL REQUIREMENTS

These bid specifications incorporate the following documents, as if physically attached and bound herein:

- *Standard Specifications for Road and Bridge Construction*, Colorado Department of Transportation, State of Colorado, 2019 or most current edition
- *Standard Plans: M & S Standards*, Colorado Department of Transportation, 2012 or most current edition

Each Bidder/Contractor shall be responsible for procuring sufficient copies of the Colorado Department of Transportation *Standard Specifications for Road and Bridge Construction* and *Standard Plans: M & S Standards* for use in bidding and construction of the project. Copies are available for examination at the office of the "Wilson & Company Agent for Town "Owner" (Wilson & Company, 5755 Mark Dabbling Boulevard, Suite 220, Colorado Springs, CO 80919).

The *Standard Specifications for Road and Bridge Construction*, Department of Transportation, State of Colorado (2011) controls construction of this project. The majority of the methods, procedures, control of work, materials and basis of measurements not herein covered will comply with the "CDOT Standard Specifications", unless otherwise noted. When specifications or special provisions contain both English units and SI units, the {English} units apply and are the specification requirement.

Asphalt paving / patching shall be performed in accordance with the CDOT Specifications for Road and Bridge Construction.

Construction and permanent signage shall follow the federal *Manual on Uniform Traffic Control Devices*, latest edition.

A. PROJECT STANDARD SPECIFICATIONS

The following Project Special Provisions supplement or modify the "CDOT Standard Specifications" and take precedence over the Standard Specifications and construction drawings.

REVISION OF SECTION 101 DEFINITIONS AND TERMS

Certain terms utilized in the Specifications referred to above shall be interpreted to have different meanings (where applicable) within the scope of this Contract. When used in reference to compliance with laws and regulations, or the source of specifications or drawings, the terms shall retain their original meaning. A summary of redefinitions follows:

The following sections are amended for purposes of identification of the Owner and responsible parties for control of the construction of this project.

CONTRACT MODIFICATION ORDER: In addition to the definition given in the Standard Specifications, the term "Contract Modification Order" shall also include and be synonymous with the term "Change Order".

PROJECT ENGINEER: This term shall mean the duly assigned representative for the Town of Green Mountain Falls or designated representative.

OWNER: The term "OWNER" shall refer to the Town of Green Mountain Falls or designated representative

Other additional terms that may be utilized in the Standard Specifications shall be interpreted to have different meanings within the scope of this Contract. A summary of redefinitions follows:

GMF shall mean the Town of Green Mountain Falls.

CHIEF ENGINEER shall mean the Town of Green Mountain Falls or his designated representative.

COUNTY shall mean the GMF.

DEPARTMENT shall mean the GMF.

DEPARTMENT OF TRANSPORTATION shall mean the GMF.

DISTRICT ENGINEER shall mean the GMF or his designated representative.

DIVISION shall mean the GMF.

DIVISION OF HIGHWAYS, STATE OF COLORADO shall mean the GMF.

ENGINEER shall mean the GMF or his designated representative.

PROJECT ENGINEER shall mean the GMF or his designated representative.

REGIONAL TRANSPORTATION DIRECTOR shall mean the GMF or his designated representative.

STAFF CONSTRUCTION ENGINEER shall mean the GMF or his designated representative.

STATE, STATE OF COLORADO, OR STATE DEPARTMENT OF TRANSPORTATION OR CDOT" shall mean GMF (where applicable).

AWARD OFFICER shall mean the GMF or his designated representative.

REVISION OF SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

Section 102 of the Standard Specifications is hereby revised for this project as follows:

Subsection 102.01 - Pre-Qualification of Bidders, is deleted in its entirety.

Subsection 102.05 shall include the following:

The following information is available for the Contractor's review and such information is not considered to be a part of the Contract:

- a. Drainage Report and Hydraulics Data (pdf)
- b. Construction Contract (GMF)
- c. General Conditions to the Contract

The construction plans for bidding purposes are not signed and sealed in the event changes are made during advertisement. Signed and sealed plans will be furnished to the successful contractor at the time of contract award.

The successful bidder may obtain from the Engineer, at no cost, the plans and Project Special Provisions. Additional sets of plans and other available data may be purchased on a cash sale basis at current reproduction prices. Subcontractors and suppliers may obtain plans and other data from the successful bidder or they may purchase copies on a cash sale basis.

**REVISION OF SECTION 103
AWARD AND EXECUTION OF CONTRACT**

Section 103 of the Standard Specifications is hereby deleted in its entirety.

B. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence work under the Contract as specified in Revision to Section 108. The Contractor shall complete all work within 60 workable working days after receiving the "Notice to Proceed". The Contract is a working Day Contract, with the option to allow work at night, weekends and holidays with approval by the Project Engineer.

Salient features to be shown on the Contractor's Progress Schedules are:

1. Award of Project
2. Staging area
3. Submittal of Stormwater Permit
4. Submittal of Performance Bond
5. Receipt of Notice to Proceed
6. Mobilization and Construction Signing
7. Construction Surveying
8. Erosion Control BMP's
9. Traffic Control
10. Utility Relocation
11. Earthwork
12. Signing and Striping
13. Removal of Existing Culverts

The Contractor must schedule his work to complete the project within the time shown.

C. PROJECT SPECIAL PROVISIONS:
(Index and text included as separate document due to size)

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D. PROJECT STANDARD SPECIAL PROVISIONS:
(Index and text included as separate document due to size)

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Revision of Section 107 – Responsibility for Damage Claims,
Insurance Types, and Coverage Limits
Revision of Section 107 – Warning Lights for Work Vehicles & Equipment
Revision of Section 107 – Water Quality Control (Contractor Obtained
Stormwater Permit)
Revision of Sections 107 & 208 – Water Quality control under One Acre
Of Disturbance
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Revision of Section 206 – Structure Backfill at Bridge Abutments
Revision of Sections 206 & 601 – Maturity Meters & Concrete Form
& Falsework Removal
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TOWN OF GREEN MOUNTAIN FALLS
Stilling Basin
SPECIAL PROVISIONS

Green Mountain Falls, CO

PROJECT STANDARD SPECIAL PROVISIONS (Continued)
2011 Specification Book

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Revision of Section 601 – Class H & HT Bridge Deck Concrete

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E. GENERAL

1. Bidders must use the Bid Form included with this Invitation for Bid (IFB). Bidders must fill in accurately and completely all forms included herein and may attach additional pages if more space is needed. **The additional information requested in these specifications is to be included with or attached to the submitted bid.**
2. Bidders must provide customer references on or with the qualification statement form included in this bid. These forms shall serve the purpose of determining whether or not a bidder is responsive, responsible, and able to perform the work required in the time frame allowed. Bidders must have all licenses and certifications required to perform the work requested herein in order to submit a bid. Include copies of licenses/certifications with the bid.
3. No bid will be accepted from, nor will any contract be awarded to, any person or firm, who is in arrears to the Town, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the Town, or who is deemed irresponsible or unreliable by Town. The Town reserves the right to award as is deemed in the best interest of the Town of Green Mountain Falls, Colorado.
4. It is not the intent of these specifications to cover each and every detail. Any problems that may arise must be promptly reported to the Town, and will be subject to the decision of the Town. The bidder is expected to carefully examine the size and scope of the proposed work prior to submitting its bid. The bidder certifies it has checked carefully all the specifications, drawings and figures, and understands that the Town will not be responsible for any errors or omissions on the part of the bidder in compiling and submitting this bid. The bidder has examined the location(s) of the proposed work, and is familiar with the specifications and all Contract documents related thereto, and the local conditions at the place where the work is to be done. The bidder has checked carefully all the quantities, and understands that the District will not be responsible for any errors or omissions on the part of the bidder in making this bid. All work performed shall meet all federal, state and local regulations and codes. The bidder furthermore agrees, if awarded a Contract for work included in this proposal, to begin and to complete and to deliver the work contemplated in accordance with the conditions set forth in the Contract Documents.
5. The bidder agrees that they will provide the materials and/or perform the work herein under the terms and conditions set forth in the awarded contract and/or purchase order; and shall furnish and be responsible for all the labor, materials, tools, equipment, transportation, insurance, notifications, permits, and all other services and facilities necessary, including all incidental work and appurtenances as may be reasonably implied and as described in the specifications and other Contract documents. All costs incidental to these requirements will not be paid for separately but shall be included in the work, including any testing required to approve an alternate source of backfill. Contractor shall be responsible to pay all costs for permits, licenses, fees and insurance which may be required to perform the work required. Surcharges are not allowed.
6. **Work Schedule/Plan:** Bidders need to include a Work Schedule/Plan showing how they will meet the Town's timeframe and maximize construction efficiency to provide the best value to the Town. **Schedules submitted for this bid shall assume an Award Date of June 7, 2022. Mobilization and Construction is to start June 14, 2022.** Bidders shall clearly identify any proposed construction phasing with the bid proposal.
7. After work has started under a contract award for this bid, the Contractor shall maintain a sufficient work force, machinery and materials, on site at all times to ensure a smooth progression of work and a timely completion of the Project within the allotted time. Contractor shall be required to maintain rigid control of all materials, which must comply with the specifications as

stated. Contractor shall assure that work is not done, nor equipment parked, in areas outside the construction boundaries.

8. **A Pre-Construction Conference is to be held before work is started on this project.** This conference will be held at Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819. The selected contractor shall attend the Pre-Construction Conference. It is anticipated that the Notice to Proceed shall be issued by the Town prior to the date of the Pre-Construction Conference. The Town of Green Mountain Falls will determine the actual starting date, which will not occur before award of a contract. .
9. **Labor:** The Contractor shall conform to all the provisions of the Federal, State and Local laws and regulations relating to labor.
10. **Right-of-Way:** Work is to be done within public property and the road Right-of-Way.
11. **Surveying:** Construction surveying shall be performed by the Contractor.
12. **Warranty:** Contractor must verify all dimensions, measurements and amounts, and insure safety and security of the work. The successful Contractor shall, at a minimum, guarantee all work and materials incorporated into this project for a minimum of one (1) year following the date of final acceptance by the Town. If it is necessary for the Contractor to do warranty work and repair some work and/or materials, the Contractor shall guarantee like work and like materials that required repair for a minimum of two (2) years following the date of final completion of the repair work.
13. **Inspections:** The Town of Green Mountain Falls will provide quality assurance inspection. Quality control is the contractor's responsibility.
14. **Pricing:** For bidding purposes, if there is a conflict between the extended total of an item and the Unit Price, the Unit price shall prevail. All costs incidental to these requirements will not be paid for separately but shall be included in the work. Quantities noted are estimates based on the most current information available to the Town. Any approved changes shall be based upon the unit prices.

F. CONTRACTOR RESPONSIBILITIES

1. **Legal Relations and Responsibility To The Public:** The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, and regulations and all orders and decree of Bodies or tribunals having any jurisdiction or authority, which may in any manner affect those engaged or employed on the work or which in any way affect the conduct of work, or Contractor's ability to perform the work. Contractor shall at all times observe and comply with such laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the **Town of Green Mountain Falls** and its representatives against any claim or liability arising from or based on the violations of any such law, ordinance, regulations, order or decree, whether by itself or its employees.
2. **CONSTRUCTION WORK AREA:** The Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the Town.
3. **CHARACTER OF WORKERS, METHODS, and EQUIPMENT:** The Contractor shall at all times employ sufficient labor and equipment to properly perform the work per this bid. All workers shall have sufficient skill and experience to properly perform the work assigned them. All equipment, which is proposed to be used on the work, shall be of sufficient size and in such mechanical conditions as to meet the requirement of the work. If in the opinion of GMF, employees and/or a

certain type of equipment are not producing the work required by the contract, the Contractor shall discontinue the use of said employees and/or equipment, when notified in writing.

4. **SAFETY:** The Contractor shall ascertain and ensure that its personnel are equipped with and use all safety devices required to comply with Federal, State and local regulations, including but not limited to the Occupational Safety and Health Administration (OSHA).
5. **LOAD RESTRICTIONS & TRUCK ROUTES:** Haul routes must be planned, prior to bidding, observing load limits on bridges or roadways, existing roadway conditions, and Federal, State and local governmental regulations regarding truck traffic and truck routes. The Contractor shall comply with all legal load restrictions in hauling of materials on public roads. Permits as required must be obtained by the Contractor at its cost. The operation of equipment of such weight or so loaded as to cause damage to roadways or to structures or to any type of construction will not be permitted. Hauling of materials over base or surface courses shall be only as directed by the County Engineer. The Contractor shall be responsible for all damage done by their hauling equipment. Suppliers shall also use Town designated truck routes for all through traffic, deviating from the route(s) only at the point closest to the pick-up or drop-off of goods or materials.

G. UNACCEPTABLE AND UNAUTHORIZED WORK:

1. The Contractor will be required to maintain rigid control of all materials which must comply with the specifications as stated. All materials not conforming to the requirements of the specifications at the time they are used shall be considered unacceptable.
2. Unacceptable work, whether the result of poor workmanship, use of unacceptable materials, damage through carelessness or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately by Contractor and replaced in an acceptable manner, at no additional cost to the Town.
3. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this article, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, and to deduct the costs from any monies due or to become due to the Contractor.

H. EMERGENCY CANCELLATION OF CONTRACT

1. In the event a national emergency crisis exists or arises, creating a shortage of materials, labor, and equipment, and such crisis will probably continue for an unreasonable length of time resulting in the Contractor's inability to continue with construction, the Town may cancel, without default, such contract wholly or in part, with appropriate written notice. In the event of an emergency arising in the Town of Green Mountain Falls, to such an extent that budgeted monies will have to be used for other more pressing purposes, the Town may cancel the Contract, per the provisions of the Contract, without defaulting on the Contract. Such Notice of Cancellation shall be processed through the Town of Green Mountain Falls Board of Trustees and the Mayor.
2. The Contractor will be paid for the amount of work completed and materials used under the Contract to the date of cancellation of said Contract, for all work deemed acceptable to the District. The Contractor will also be paid for materials obtained for the project but not incorporated in the work performed, said materials becoming the property of the Town of Green Mountain Falls, with the Contractor executing and delivering titles for said materials to the Town representative. Settlement for the work performed shall not relieve the Contractor or its surety from responsibility for defective work and/or materials on the completed portion of the work.

I. RETAINAGE, PAYMENTS, ACCEPTANCE, AND FINAL PAYMENT:

1. Partial payment will be made no more frequently than once a month, for work satisfactorily completed, and accepted by the Project Engineer, as the work progresses. Said payments will be based upon an invoice submitted by the Contractor, and if necessary, a written estimate prepared by the Project Engineer of the value of work performed and materials furnished and placed in accordance with the Contract. The invoice shall reference the appropriate Purchase Order number, a detailed description of the work performed including location(s), quantities, unit prices and extended prices. The Town shall retain 5% of the amount estimated as payable, exclusive of mobilization and payments for materials on hand, to a maximum of 5% of the original contract amount, until successful completion and acceptance by the Town of the entire Contract work. Then the balance less all previous payments shall be paid after appropriate Notice of Final Payment has been published by the Town of Green Mountain Falls.
2. Prior to acceptance by the Town of the project as fully completed, the Contractor shall clean areas wherein the construction equipment was parked; shall clear all the areas within the rights of way of all unnatural rubbish, excess materials; and will leave these areas in a condition acceptable to the Town.
3. Upon notice from the Contractor of presumptive completion of the entire contracted work, the District Engineer will make an inspection. If all the work provided per the Contract is found to have been satisfactorily completed, the Project Engineer will make final acceptance and shall notify the Contractor in writing of this acceptance. The Town will submit a Notice of Substantial Completion from which a Notice of Final Payment will be published by Town. Retainage cannot be released nor final payment made prior to the release date listed in the Notice of Final Payment.
4. Final payment will be made after the Contractor has indicated in writing its acceptance of such final payment as full and complete, has released the Town of Green Mountain Falls from all claims arising from the prosecution of all work under the Contract, and after Notice of Final Payment has been published by the Town.
5. The Town reserves the right to not approve payment wherein the service claimed on the invoice is not, in the Town's sole opinion, satisfactory or cannot be adequately verified by the Town. If the Town has to supply services and/or contract with another vendor for the services contracted hereunder, due to contractor's inability to perform as required, the cost will be charged back to the contractor.
6. **Method of Payment and Invoices:** The Contractor shall be responsible for invoicing the Town. Contractor shall submit invoices to the Town which shall contain at a minimum the following detailed information: contract number, issued purchase order number, invoice number, invoice date, timeframe covered by invoice, type and amount of labor and materials used for that time period, dollar amount in unit price, extended price, and total value of invoice. Payment is Net 30 days after receipt of invoice.

II. BID PROCESS REQUIREMENTS

- A. **INQUIRIES:** Bidders finding fault in the specifications contained in this IFB should notify the Town representative named below, no later than five (5) days prior to the bid opening. The individual listed below is the only representative of the District with authority to provide any information, clarification, or interpretation regarding the plans, specifications, and any other contract documents or requirements. A **Pre-Bid Conference** (non-mandatory) will be held at 10:30 am on May 11, 2022 at the Town Hall. **All contact regarding this IFB shall be to Andre Brackin**, (719) 400-9548, e-mail: andre.brackin@wilsonco.com, or FAX: (719) 520-0108, preferably by email or fax. All questions are due no later than 10:30 a.m., Monday, May 9, 2022; all technical questions need to be submitted in email or fax format.

- B. **BID SUBMISSION:** Bids must be received at Town Hall, no later than Tuesday, May 24 , AT 10:30 AM at which time they will be publicly opened and read aloud. Bids must be mailed or delivered in a sealed package to the above stated address and identified as "IFB No.:22-001 Construction of Stilling Basin" in the bottom left-hand corner of the envelope.

Bid Bond: Each bid must be accompanied by a bid Guarantee in the amount not less than five (5%) percent of the total bid price in the form of a bid surety bond issued by a company rated not lower than A- in Best's Insurance Guide, latest edition, or have a Best's Financial Rating of at least class X, cashier's check, or certified check drawn on an acceptable bank and payable without qualification to the Town of Green Mountain Falls.

- C. **BID FORM:** Bidders must completely fill out the Forms included in this bid, but may attach additional pages if more space is needed. These documents are available in MS Word format and/or MS Excel to facilitate filling out the forms, bidders may send an email requesting the documents in a non-pdf format. Bids shall be complete and signed by an authorized representative of the bidder. Failure to submit all information requested may result in the **Town of Green Mountain Falls** requiring prompt submission of missing information. Bids which are substantially incomplete or lack key information may be rejected by the Town.
- D. **INSURANCE REQUIREMENTS:** For bid purposes, bidders must submit copies of certificates of insurance for general liability and workers' compensation, as referenced on the Response Checklist. The successful contractor will be required to provide original certificates for Comprehensive General Liability, Automobile Liability, any specialized liability required by the nature of the work, prior to commencing work, at its own expense, naming the Town of Green Mountain Falls as an additional insured, along with an original Workers Compensation certificate, with a 30-day cancellation notice, and maintain such coverage for the duration of the bid award/contract. The successful bidder shall provide this proof of insurance within ten (10) days of Notice of Award.
- E. **BEST VALUE BID EVALUATION CRITERIA:** Additional technical information may be requested from any bidder for clarification purposes. These requests may be made prior to, during or after the bid evaluation, but in no way will change the original submitted bid. Bids will be evaluated for best-value award based on the following criteria:
1. Completeness of bid and compliance to the IFB specifications & requirements.
 2. Vendor's experience and qualifications **pertinent** to the project requirements (include information with Qualification Statement).
 3. Vendor's financial stability (include information with Qualification Statement).
 4. References: include information with Qualification Statement; and prior performance (if applicable).
 5. **Workplan / Schedule:** describe/show how vendor plans to schedule the work by task; availability of vendor's materials, equipment & labor, to begin contract and perform quality work on schedule, and to complete the work as specified (include information with Qualification Statement).
 6. Prices.
- F. **BID AWARD:** Issuance of this IFB and receipt of bids does not commit the Town to award a contract. The Town reserves the right to postpone opening, to accept or reject any or all bids received in response to this IFB, to award a contract to one (1) or more bidders, or to cancel all or part of this IFB. Any contract awarded between the Town and the successful bidder may consist of a Construction Contract (GMF format), this IFB and any addendums, the submitted bid, the resulting Contract, and original certificates of insurance. If bidder does not agree with any terms or conditions of the standard solicitation and award documents, the bidder must present its

exceptions to the standard terms and conditions with its bid. If no concerns are expressed by bidder, the Town shall consider that all terms and conditions of the standard contract documents shall control. GMF reserves the right to reject bids based upon exceptions to the standard contract terms and conditions.

- G. **TERM OF CONTRACT:** The term of the contract will be from date of award through project completion.
- H. **IFB REQUIREMENTS:** Bids must be received in duplicate form (one original **and** one complete copy of **all** bid documents), **signed** by an authorized representative of the bidder. By submitting a bid, you represent that you have (1) thoroughly examined and become familiar with the scope of services outlined in this IFB, (2) attended the Pre-Bid Conference, and (3) are capable of performing quality work in the necessary timeframe to achieve the Town's objectives.

THE FOLLOWING INFORMATION MUST BE PROVIDED ON OR WITH THE BID FORM INCLUDED IN THIS IFB:

1. RESPONSE CHECKLIST (completed, **and signed** by authorized representative).
2. All items on the Response Checklist.
3. Addendum(s) Acknowledged/signed (if applicable).
4. Provide evidence of vendor's financial stability, on or with the Qualification Statement.
5. Brief summary of vendor's background & experience, including references (3 minimum), on or with Qualification Statement.
6. List of other projects and firm's availability to complete this project in the County's noted timeframe, on or with Qualification Statement.
7. References, 3 minimum (on or with Qualification Statement).
8. **Submit a schedule/plan** for required work, showing how you will meet the Town's timeframe and maximize construction efficiency. **Assume an Award date of June 14, 2022.**
9. Unit and Extended Price for all Bid Items.
10. Force account items
11. Total Project Price
12. Bid Form (completed and signed by authorized representative).

I. OTHER DOCUMENTS INCLUDED FOR REVIEW:

2. Documents listed in Project Special, Revision of Section 102:
 - a. Drainage Report and Hydraulics Data (pdf)
 - b. Construction Contract (GMF)
 - c. General Conditions to the Contract

<p>GMF RESERVES THE RIGHT TO ACCEPT OR REJECT ANY BIDS BASED ON BIDDER'S ABILITY TO MEET OR EXCEED MINIMUM SPECIFICATIONS, FUNCTIONALITY, PRICE, DISCOUNTS, QUALITY, DELIVERY, QUANTITY OR AVAILABILITY OF MATERIALS, LEAD TIME, INSTALLATION, QUALIFICATIONS, EXPERIENCE, REFERENCES, MANPOWER, EQUIPMENT, INSURANCE, SCHEDULING, OR CAPABILITY OF BIDDERS TO PROVIDE OR PERFORM THE REQUIREMENTS, AND ACCEPT THE BID(S) THAT IS DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF GREEN MOUNTAIN FALLS.</p>

Any questions regarding the contents of this IFB should be directed to Andre Brackin, P.E., Senior Project Manager, at 719-400-9548, or email at andre.brackin@wilsonco.com

IFB NO.: 22-001

DATE: April 21, 2022

**TOWN OF GREEN MOUNTAIN FALLS
DECLARATION FORM
for Construction of Stilling Basin**

TO: Town of Green Mountain Falls
EL PASO COUNTY, COLORADO

I have examined the specifications for the proposed work.

I understand and accept the proposition that the estimate of quantities is approximate only, that the quantities are subject to either be increased or decreased and therefore propose to perform any increase and/or decrease in quantities at the unit price named in the bid schedule.

I agree that the Invitation for Bid, Instructions to Bidders, the General Specifications, any Addendums, Non-Collusion Affidavit, Bid Form and this Declaration Form shall be part of the Contract.

If my bid is accepted, I will furnish a Performance Bond and labor and material Payment Bond in a form acceptable to the District, in a sum equal to 100% of the contract price, with surety listed on the Federal Treasurer's list, to guarantee the completion of the work and also to guarantee that all labor and material used in this work, or incidental to the completion of this work, shall be fully paid for.

I hereby propose to furnish all labor, equipment, materials and supplies and to sustain all the expenses incurred in doing the work hereinafter described and in accordance with the Plans and Bid Specifications and under the direction and instructions of the Project Engineer or his authorized representative, for the prices shown in the bid schedule.

I agree to protect all of my employees on this contract by enforcing adequate safety practices and providing Workman's Compensation insurance.

I agree that any extra work and/or materials which the Project Engineer may order in writing is to be paid for either at a unit price and extended price or as a lump sum as agreed upon prior to the work. Force account bills will be checked and signed at the end of each day by the Project Engineer or his designated representative and the Contractor's Representative provided that nothing for which a bid price is provided in this bid schedule is to be classed as extra work.

I hereby agree to execute a Contract and provide Bonds as required within ten (10) days, or such further time as may be allowed in writing by the Project Engineer, after receiving the Notification of Award based on this bid. If I do not respond within the designated time frame, the Town may proceed to award the contract to another, to re-advertise the work for bids or proceed in any lawful manner deemed advisable. The Bid Bond accompanying my Bid shall become forfeited to the Town as liquidated damages.

I hereby agree to conform to the specifications, which indicate procedures of commencing and completing the work or to abide by any changes thereof as may be designated in writing by the Project Engineer and mutually agreed to.

It is agreed that in case the Contract is awarded to another, the Bid Bond, unless forfeited as stated above, will be returned to my firm designated below.

RESPECTFULLY SUBMITTED:

AUTHORIZED SIGNATURE:

COMPANY NAME:

ADDRESS:

CITY/STATE/ZIP:

DATE:

PHONE:

ATTEST:

This Bid must be signed in ink by a signing officer for the company. When a corporation is the bidder, the person signing shall state under the laws of what state the corporation was chartered and the name and title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of their authority to do so.

TOWN OF GREEN MOUNTAIN FALLS

NON-COLLUSION AFFIDAVIT
for
Construction of Stilling Basin (El Paso County, CO)

STATE OF _____)
COUNTY OF _____) **SS**

A. _____, being first duly sworn, deposes and says that:

1. Representative is the _____ (Owner, partner, officer, representative or agent) of (name of firm) _____ who is submitting the attached bid.
2. Representative is fully informed respecting the preparation and contents of the bid and of all pertinent circumstance respecting such bid;
3. Such information provided as a response to **IFB NO.: 22-001** is genuine and not collusive;
4. No representative(s) or any of the officer(s), partner(s), owner(s), agent(s), employee(s) or party(s) in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other company, firm or person replying to this IFB to submit information that is collusive or a sham in connection with such contract or has any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other company, firm or person to fix any overhead, profit or cost element of the submitted proposed price or the proposed price of any other company/firm submitting a bid, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed contract; and
5. The price(s) quoted in the attached bid is fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the company or firm submitting a bid or any of its agent(s), owner(s), representative(s), employee(s), or party(s) in interest, including this affidavit.
6. Signed: _____

B. Subscribed and sworn to before me this _____ day of _____, 2022.

(NOTARY PUBLIC)

My Commission Expires: _____

TOWN OF GREEN MOUNTAIN FALLS

**CONTRACTOR'S QUALIFICATION STATEMENT for
Construction of Stilling Basin (El Paso County)**

This statement will provide information which will enable the Town to evaluate the qualifications of your firm and staff with regard to the requirements of this Invitation for Bids (IFB) or Request for Proposals (RFP). Please complete this form in its entirety and submit it along with the other required bid documents. If there is not enough room on the form to answer the questions, attach additional pages if necessary.

If additional information is provided on a separate sheet for any of these items, clearly specify where it can be located in your submittal package.

(PRINT or TYPE)

FIRM NAME: _____

ADDRESS: _____

CITY STATE ZIP: _____

PHONE: _____ FAX: _____ Email: _____

AUTHORIZED REPRESENTATIVE NAME: _____

AUTHORIZED REPRESENTATIVE TITLE: _____

**AUTHORIZED REPRESENTATIVE
SIGNATURE (sign here):**

1. TYPE OF BUSINESS

Corporation ☐

Partnership ☐

Other: _____

Individual ☐

Joint Venture ☐

2. TYPE OF LICENSE & LOCATION**3. CONTRACTOR CLASSIFICATION**

General Contractor

Plumbing Contractor

Roofing Contractor

Other (Please Specify): _____

Electrical Contractor

Hvac Contractor

Asbestos Removal

4. NUMBER OF YEARS IN BUSINESS:

5. On a separate sheet provide a brief history of your firm, staff size and experience, include a resume for the project manager and each key personnel assigned to this project.

6. What other name(s) has your company operated under:

7. Have you or your firm ever failed to complete any work awarded to you?

NO

☐

YES

☐

IF "YES", EXPLAIN:

8. Has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract within the last five (5) years?

NO ☐ YES ☐ IF "YES", EXPLAIN:

9. Has your firm or any partners or officers ever been involved in any bankruptcy action?

NO ☐ YES ☐ IF "YES", EXPLAIN:

10. Are you presently involved in any litigation with an owner or other government agency?

NO ☐ YES ☐ IF "YES", EXPLAIN type, kind, plaintiff, defendant, etc. and state the current status (attach pages if necessary):

11. List three (3) similar projects (local or state-wide) from last five (5) years: (include location of project; contact name, address, phone number; size of project (contract \$ amount):
(NOTE: Detailed information on these projects may also be requested in the solicitation package.)

1.

2.

3.

12. List current similar projects (local or state-wide) under contract: (include location of project, contact name, address, telephone number, size of project (contract \$ amount).
(NOTE: detailed information on these projects may also be requested in the solicitation package.)

1.

2.

3.

13. BANK REFERENCE:

Address:

Contact Name:

 Phone:

14. BONDING COMPANY AND AGENT:

Company Name: _____
 Agent Name: _____ Phone: _____
 (A) Current Bonding Rate: _____
 (B) Largest Individual Project Bond To Date: **\$** _____

15. SURETY (insurance) REFERENCE FOR LAST FIVE (5) YEARS:

Company Name: _____
 Agent Name: _____ Phone: _____

The Signatory of this questionnaire guarantees the truth and accuracy of all statements herein, including the following items:

1. I/We have cash and other liquid assets available for this project, **\$** _____ independent of all other undertakings, in the amount of : _____
2. Following is a list of all work I/We have under contract at the present time:

Location of Work	Character of Work	Total \$ Amount	% Complete	Date Completed

3. The proposed work has been inspected by the Bidder's representative (list name and title): _____ as follows:

4. If awarded the Contract, I/We propose to carry out the work according to the following plan (attach pages if necessary):

5. I/We own and have available for the work the following equipment (attach additional pages if needed):

EQUIPMENT (fully describe: size, condition, years of service, etc.):	LOCATED AT:	DATE AVAILABLE

6. I/We expect to purchase the following equipment, which will reduce the available quick assets indicated in Paragraph 1 of this form by \$ _____:

7. I/We expect to rent the following equipment:

8. List of Material Suppliers to be used for this project: (include name, address, phone number, type of material):

9. I/We expect to sublet the following items: (If the total amount of items is more than 20% of the entire contract, the name of the sub-contractor* must be given.)

Town of
Green Mountain
Falls
Stilling Basin

**CONSTRUCTION CONTRACT
22-001**

CONTRACT NUMBER: 22-001

SUBJECT: Stilling Basin

CONTRACTOR:

EFFECTIVE DATE:

EXPIRATION DATE:

THIS CONTRACT, entered into on the date set forth below, is made by and between the **Town of Green Mountain Falls** __El Paso_ COUNTY, COLORADO ("TOWN") and _____ ("CONTRACTOR").

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

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

WHEREAS, the **TOWN** desires to purchase and receive from **CONTRACTOR** all materials, labor, equipment and supplies necessary or incidental to the project described in **Appendix A**; and

WHEREAS, **CONTRACTOR** is an individual or entity qualified and able to provide the type of labor and materials required for the project described in **Appendix A**; and

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

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

SECTION 1. SCOPE OF WORK

The **TOWN** agrees to retain **CONTRACTOR** and **CONTRACTOR** agrees to furnish all labor, tools and materials necessary to complete the project described in **Appendix A**.

SECTION 2. CONTRACTOR'S RESPONSIBILITIES

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

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

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

CONTRACT NO.
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2.4 All employees, agents, representatives and subcontractors of **CONTRACTOR** who will have significant responsibility for performance of this **CONTRACT** shall be identified to and be subject to approval by the Town representative prior to the commencement of any work by these individuals.

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

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

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

SECTION 3. DISTRICT'S RESPONSIBILITIES

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

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

SECTION 4. TIME OF PERFORMANCE AND DELAY

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

SECTION 5. COMPENSATION

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

TOTAL CONTRACT SUM NOT TO EXCEED:

PURCHASE ORDER # _____

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

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

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

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

CONTRACT NO.
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CONTRACTOR to perform this **CONTRACT**. Such third parties shall not be considered third-party beneficiaries to this **CONTRACT**.

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

SECTION 6. FUNDING AVAILABILITY

6.1 On or about _____, the Town of Green Mountain Falls appropriated adequate funds to pay for labor and materials supplied in accordance with this **CONTRACT** for fiscal year 2022. This amount is equal to or in excess of the contract sum of this **CONTRACT**.

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

6.3 Any renewal of this **CONTRACT** is contingent upon available funding and satisfactory performance by the **CONTRACTOR**, as determined by the **TOWN**. It shall be the **CONTRACTOR'S** responsibility to provide the **TOWN** representative (with a copy to the Contracts & Procurement Division) all requested **CONTRACT** changes and/or price adjustments at least 30 days prior to the expiration of the **CONTRACT** or **CONTRACT** renewal date. After review by the **TOWN** of the **CONTRACTOR'S** requested changes or price adjustments, the **DISTRICT** will enter into negotiations with the **CONTRACTOR** to determine if the requested contract changes and/or price adjustments are acceptable to the **TOWN**. Negotiations must be completed 90 days prior to expiration of the **CONTRACT** or **CONTRACT** renewal date. Failure of the **TOWN** and the **CONTRACTOR** to agree upon the terms and conditions for the renewal may result in solicitation of the goods or services covered by the original **CONTRACT**. Continued performance by the **CONTRACTOR** outside of the **CONTRACT** term will be at the **CONTRACTOR'S** risk.

SECTION 7. INDEPENDENT CONTRACTOR

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

SECTION 8. INSURANCE

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

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

SECTION 9. INDEMNIFICATION

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

SECTION 10. AUDIT AND INSPECTION

CONTRACT NO.
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10.1 **CONTRACTOR** shall at all times during the term of this **CONTRACT** maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this **CONTRACT**, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by Federal, State or District personnel, or such independent auditors or accountants as are designated by the **TOWN**.

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

SECTION 11. OWNERSHIP

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

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

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

SECTION 12. DISPUTES

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

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

SECTION 13. SUSPENSION AND TERMINATION

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

SECTION 14. RIGHTS OF THIRD PARTIES

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

SECTION 15. ASSIGNMENT/SUBCONTRACTS

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

SECTION 16. APPLICABLE LAW

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

SECTION 17. CHANGES OR MODIFICATIONS

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

SECTION 18. JOINT VENTURE

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

SECTION 19. SEVERABILITY

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

SECTION 20. COMPLIANCE WITH LAWS

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

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

Workers Without Authorization: Public Contracts for Services. CRS 8-17.5-101 and 102, and Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended.

CONTRACTOR certifies that the **CONTRACTOR** shall comply with the provisions of CRS 8-17.5-101 et seq. **CONTRACTOR** shall not knowingly employ or contract with a worker without authorization to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the **CONTRACTOR** that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this **CONTRACT**. **CONTRACTOR** represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The **Contractor** is prohibited from using either the e-verify program or the Colorado Department of Labor and Employment program procedures to undertake pre-employment screening of job applications while the services are being performed under this **CONTRACT**. If the **CONTRACTOR** obtains actual knowledge that a subcontractor performing work under this **CONTRACT** knowingly employs or contracts with a worker without authorization, the contractor shall notify the subcontractor and the **TOWN** within three days that the **CONTRACTOR** has actual knowledge that the subcontractor is employing or contracting with a worker without authorization and shall terminate the subcontract with the subcontractor if within three days of receiving this notice the subcontractor does not stop employing or contracting with the worker without authorization; except that the **CONTRACTOR** shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization. The **CONTRACTOR** shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the **CONTRACTOR** fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the **TOWN** may terminate this contract for breach and the **CONTRACTOR** shall be liable for actual and consequential damages to the **TOWN**.

SECTION 21. CONFLICT OF TERMS IN THE CONTRACT DOCUMENTS

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

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

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

CONTRACT NO.
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Finally, in the event that there is found in the **CONTRACTOR'S** contract documents a word, statement or clause not contained in the **TOWN'S** contract documents and which the **TOWN**, in its sole discretion, wishes to delete from the contract terms, the parties understand and agree that the **TOWN** shall have the discretion to include or delete such word, statement or clause from the contract terms.

SECTION 22. ENTIRE CONTRACT

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

SECTION 23. APPENDICES

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

Appendix A:	IFB NO.: 22-001
Appendix B:	CONTRACTOR'S RESPONSE
Appendix C:	GENERAL CONDITIONS OF CONTRACT
Appendix D:	INSURANCE CERTIFICATES

IN WITNESS WHEREOF, the parties hereto have executed this **CONTRACT** on the _____ day of _____, 2022.

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

BY: _____

PRESIDENT

BY: _____

AUTHORIZED REPRESENTATIVE

ATTEST:

APPROVED AS TO FORM:

BY: _____

TOWN CLERK

BY: _____

GMF TOWN'S LEGAL COUNCIL



OATH OF OFFICE

STATE OF COLORADO)

EI PASO AND TELLER COUNTIES)

TOWN OF GREEN MOUNTAIN FALLS)

I, Sean Goings, do affirm that I will support the constitution of the United States, the constitution of the state of Colorado, the laws of the state of Colorado, and the ordinances of the Town of Green Mountain Falls, and will faithfully perform the duties of the office of Marshal of the Town of Green Mountain Falls, upon which I am about to enter, to the best of my ability.

Sean Goings, Marshal

ATTEST:

Subscribed and sworn before me this 3rd day of May 2022.

Todd Dixon, Mayor

Retail Liquor or Fermented Malt Beverage License Renewal Application

Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. **Do not submit to the State.**
3. Submit the appropriate renewal license fee by license type.
4. As of January 1, 2022, a \$50.00 annual renewal application fee will be applied to all renewals.

License Type	Fee	License Type	Fee
Fermented Malt Beverage Off Premise (city)	\$ 96.25	Hotel & Restaurant / Optional Premise (county)	\$ 600.00*
Fermented Malt Beverage Off Premises (county)	\$ 117.50	Liquor Licensed Drug Store (city)	\$ 227.50
Fermented Malt Beverage On Premise (city)	\$ 96.25	Liquor Licensed Drug Store (county)	\$ 312.50
Fermented Malt Beverage On Premises (county)	\$ 117.50	Liquor Store (city)	\$ 227.50
Fermented Malt Beverage On/Off Premises (city)	\$ 96.25	Liquor Store (county)	\$ 312.50
Fermented Malt Beverage On/Off Premises (county)	\$ 117.50	Lodging and Entertainment (city)	\$ 500.00
Arts License (city)	\$ 308.75	Lodging and Entertainment (county)	\$ 500.00
Arts License (county)	\$ 308.75	Optional Premises (city)	\$ 500.00
Beer & Wine (city)	\$ 351.25	Optional Premises (county)	\$ 500.00
Beer & Wine (county)	\$ 436.25	Racetrack License (city)	\$ 500.00
Brew Pub (city)	\$ 750.00	Racetrack License (county)	\$ 500.00
Brew Pub (county)	\$ 750.00	Resort Complex (city)	\$ 500.00
Campus Liquor Complex (city)	\$ 500.00	Resort Complex (county)	\$ 500.00
Campus Liquor Complex (county)	\$ 500.00	Related Facility - Campus Liquor Complex (city)	\$ 160.00
Campus Liquor Complex (state)	\$ 500.00	Related Facility - Campus Liquor Complex (county)	\$ 160.00
Club License (city)	\$ 308.75	Related Facility - Campus Liquor Complex (state)	\$ 160.00
Club License (county)	\$ 308.75	Retail Gaming Tavern (city)	\$ 500.00
Distillery Pub (city)	\$ 750.00	Retail Gaming Tavern (county)	\$ 500.00
Distillery Pub (county)	\$ 750.00	Tavern (city)	\$ 500.00
Hotel & Restaurant (city)	\$ 500.00	Tavern (county)	\$ 500.00
Hotel & Restaurant (county)	\$ 500.00	Vintner's Restaurant (city)	\$ 750.00
Hotel & Restaurant / Optional Premise (city)	\$ 600.00*	Vintner's Restaurant (county)	\$ 750.00

* Plus \$100.00 for each additional optional premise(s)

Submit to Local Licensing Authority

Fees Due	
Annual Renewal Application Fee	\$ 50.00
Renewal Fee	500.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 550.00

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.


Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name BCATS LLC		Doing Business As Name (DBA) The Blue Moose Tavern	
Liquor License # 03-09867	License Type Tavern (City)		
Sales Tax License Number 36734824	Expiration Date 05/29/2022	Due Date	
Business Address 10530 Ute Pass Avenue, Green Mountain Falls, CO 80819			Phone Number 719-418-3384
Mailing Address PO Box 95, Green Mountain Falls, CO 80819		Email bluemoosetavernco@gmail.com	
Operating Manager Catherine Guidry	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease 12/31/2025			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input checked="" type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Affirmation & Consent 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.		
Type or Print Name of Applicant/Authorized Agent of Business Catherine Guidry		Title Owner/Manager
Signature 		Date 4/21/2022
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

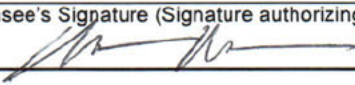
Tax Check Authorization, Waiver, and Request to Release Information

I, Catherine Guidry am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of BCATS LLC (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) Catherine Guidry/BCATS LLC		Social Security Number/Tax Identification Number [REDACTED]	
Address [REDACTED]			
City [REDACTED]		State CO	Zip [REDACTED]
Home Phone Number [REDACTED]		Business/Work Phone Number 719-418-3384	
Printed name of person signing on behalf of the Applicant/Licensee Catherine Guidry			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 4/21/2022

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).



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 05/03/2022	AGENDA NO 11	SUBJECT:
Presented by: Becky Frank, Town Manager		Wilson & Co Contract Amendment

Background: The attached contract amendment with Wilson & Co will provide the town staff with the technical expertise to manage the stilling basins project. This portion of the amendment for the amount of \$12,750 is a qualifying expense for the stilling basins project and will be reimbursable under that budget item.

The Capital Projects Program Estimating (\$4,300) and the PPRTA Project Evaluation and Recommendations (\$2,750) are intended to support the Town in the identification of projects that will be included on the 2022 ballot regarding use of the PPRTA funds that the Town receives. Having this technical expertise for these projects ensures that the projects are timely and that the Town has a good estimate of project costs for budgetary considerations. The Capital Projects list that was developed and approved by the BoT at the 8/21/21 meeting has been submitted to the PPRTA. The Town still needs to submit a defined statement of work and rough cost estimates which this amendment will address. The additional project components will need to be supplied to the PPRTA as part of the process for having the projects included in the 2022 ballot.

Discussion: If approved, a Purchase Order will be issued to Wilson & Company.

Recommended Action:

Move to approve the contract amendment and issue the PO to Wilson & Co.

Respectfully,

Becky Frank



Alaska
Arizona
California
Colorado
Illinois
Kansas
Louisiana
Minnesota
Missouri
Nebraska
New Mexico
Oklahoma
Texas
Utah

March 31, 2022

Ms. Becky Frank, Town Manager
Town of Green Mountain Falls, CO
10615 Green Mountain Falls Road, Unit B
Green Mountain Falls, CO 80819

**RE: Contract Amendment for General Project Management Services,
EPC On-Call Contracting**

Dear Becky:

The Town of Green Mountain Falls has retained the services of Wilson & Company, Inc., Engineers & Architects to provide project management, project design, inspection, flood recovery and mitigation, and various engineering services. Per your request, I am providing a list of current and upcoming needs and services, with a brief work statement and estimated cost of service.

A. Construction Management/Inspection- Stilling Basin Construction \$12,750

With the near completion of the water line relocation design and utility verification, the construction plans will be ready to advertise for construction in April. Our design contract included an optional service to provide management and inspection of construction for the project. I am including herein a limited construction management scope of services.

Site Inspection/Plan Quality Assurance Verification (12 site visits)
Quantities Verification during construction and Invoices Review (16 hours)
Respond to contractor requests for information (RFI) (8 hours)
Utility Owner Coordination (8 hours)

Assumptions:

40 workable working days provided for construction

B. Capital Projects Program Evaluation and Project Estimating \$4,300

Provide cost estimating and/or update cost estimates of new capital projects, road and drainage maintenance programs, and those projects ready for construction advertisement.
Inspect road system and provide recommendations for maintenance and rehabilitation.
(Includes 3 site visits)

C. PPRTA Project Evaluation and Recommendations \$2,750

Review status of capital projects and develop new "A" and "B" list of capital projects for PPRTA submittal, and review cost estimates.
Coordinate with PPRTA managers as needed to verify submittal expectations.
It is understood the PPRTA has requested this submittal by April 26th.





D. Project Administration (budgeting and invoicing)

\$1,200

TOTAL.....\$21,000

A contract amendment by purchase order is requested in the amount of \$21,000.00 to complete these services. It has been our pleasure to be able to further our relationship with the Town of Green Mountain Falls, and we look forward to continuing this work with you and the Town. Please contact me at 719-400-9548, or my email, Andre.Brackin@wilsonco.com if you have any questions.

Sincerely,

André P. Brackin, PE, MPA,
Senior Water Resources Project Manager

CC: Central Files



To: Planning Commission
From: Nate Scott, Town Clerk/Treasurer/Planner
Date: March 30, 2022
Re: 2022223 – Architectural/Zoning Application and Easement Request for 6796 Pine St.

Background

The applicant David Banta is requesting the Planning Commission's consideration for an application for a single-family home addition along with a ROW easement from the Town in order to accommodate part of the design, the portico entryway. The application for the Architectural and Zoning Review was received on February 23 and paid on April 4. The applicant understands that there are legal review fees to be reimbursed to the Town as well as the annual easement fee of \$50. The Town's attorney office drafted the easement agreement, which is included in this packet, and which will need to be approved by Resolution of the Board of Trustees.

The deck expansion toward Pine St., originally included in the application, has been ruled out, as the existing deck is already a nonconforming use according to [Ch. 16, Art. VII, Sec. 16-708](#), as it is in the 15-foot front setback. The applicant was informed of this and is taking this design element out.

The ownership information on the El Paso County Assessor site shows Bruce Berger as the owner. The applicant has recently purchased the property from Mr. Berger (Jan. 14), and the Special Warranty Deed has been included in this packet as proof of ownership for Mr. Banta.

Mr. Banta has received permitting from Pikes Peak Regional Building on all interior renovations thus far and will continue to do so throughout the entirety of this project. Applicant has also pulled a permit from El Paso County Health Dept. for the installation of a new septic system.

Planning Commission Recommended Actions:

- Review proposed Architectural and Zoning Application for compliance with Green Mountain Falls Zoning and Land Use Code.
- Review proposed easement for compliance with Green Mountain Falls Zoning and Land Use Code.

Project Summary

Per the applicant: the addition entails a 785 sq. ft. bedroom suite and 690 sq. ft. two-car garage addition to an existing 800 sq. ft. one-bedroom home. The proposed portico, a covered entry, is an important architectural element that adds a welcoming and protected entry to the house. It extends to an existing concrete block wall that is shown on the ILC to be beyond the property line. We are requesting an easement to allow this to be included in our plan.

Materials:

Siding: Cedar or cedar composite, light stain
Roof: Three tab or metal, Color charcoal
Windows & Doors: Aluminum, black frames
Soffit & Facia: Composite, color charcoal
Block walls and supports: natural stone

Discussion

1 - Architectural and Zoning Application:

The electronic file maintained by Town Hall, *Official Town Zoning Map 2019*, shows the Zone District as R-1 and the El Paso County Assessor's Office show parcel ID 8308421001 with an area of 7,500 sq. feet. Therefore, zoning is:

16-305: R-1 5,000 Single-Family Residential.

Setback requirements:

- a. front, fifteen (15) feet;*
- b. side, five (5) feet; and*
- c. rear, ten (10) feet.*

Sec. 16-705. - Building permits; architectural review

The Zoning Code §16-705(d)(2) – at a minimum, the following specific criteria shall be considered by the Planning Commission:

- a. Architectural compatibility;*
- b. Bulk of the proposed building or structure in relation to surrounding buildings and land;*
- c. Vehicular access and parking;*
- d. Pedestrian access; and*
- e. Relation to existing and future open space.*

The language for architectural review is couched as policy recommendation with vague standards: nevertheless, it does state the advisory body *shall restrict its consideration in each case to the effect of the proposed construction on the health, safety, morals, and general welfare of the Town.*

Sec. 16-712. - Development plan requirements (w/ notes specific to this project).

- (1) The location, height, and dimensions of each existing and proposed structure in the development area and the uses to be contained therein. **(see site plan)**
 - (2) The proper building setbacks and building area with reference to property lines, highways, or street rights-of-way; **(in site plan)**
 - (3) The location and surfaces of all parking areas and the exact number of parking spaces; **(two car garage with two spaces in front of garage)**
 - (4) The location of watercourses and other natural historic features; **(drainage marked on site plan)**
 - (5) The location of all pedestrian walks, malls, recreation, and other open spaces; **N/A**
 - (6) The location, number, height, and square footage of freestanding identification signs; **N/A**
 - (7) The location, height, size, and orientation of any required light standards; **N/A**
 - (8) The location of all permanent accesses from publicly dedicated streets, roads, or highways; **(unimproved driveway to garage)**
 - (9) The location, overlain on contours for the area, of all roadways, walkways, bridges, culverts, drainage easements, existing or contemplated, and green belts; **N/A**
 - (10) The location of all footpaths, traffic islands, traffic devices and driveways, indicating the pedestrian and vehicular movement and control; **N/A**
 - (11) The stages, if appropriate, in which the project will be developed; **N/A** and
 - (12) A vicinity map to locate the development in relation to the community. **(see attached site overview map)**
- (Ord. 97-01)

2 – Granting of Easement:

From [Chapter 11, Article V](#):

- **Sec. 11-111. - Factors to be considered in granting easements.**

The following factors shall be considered in review by the Planning Commission and Board of Trustees of any request for an easement for use of public lands. Said factors shall not be exclusive, however:

- (1) Conformation with the Town Comprehensive Plan; **(Land Use Code rewrite should allow flexibility and promotion of positive development.)**
- (2) Adverse effects to the Town if an easement is granted; **(This small easement will not affect utilities or the functional use of the ROW in this area.)**
- (3) Benefits to the Town if an easement is granted. **(This property will be improved, thus increasing tax base.)**

- **Sec. 11-112. - Reasons for granting of easement.**

The following reasons for granting of said easement shall be deemed sufficient justification for such grant;

- (1) Compensation due and payable to the Town for use; **(There is a \$50 annual fee for easement.)**
- (2) Assistance to property owners who do not have clear title to their land due to an encroachment of their property upon public land and which purchase of said public property is not considered a feasible alternative by the Planning Commission and Board of Trustees; **(Easement is a positive alternative to purchase – the Town holds on to its ROW and has reclamation language in the agreement if something drastically changes.)**
- (3) Service of the health, safety and welfare of the inhabitants of the Town, or alternatively, lack of detriment or harm to the health, safety and welfare of the inhabitants of the Town. **(There is no risk to health, safety, or welfare of Town residents.)**

- **Sec. 11-113. - Presentations required to procure a grant of easement.**

Anyone wishing to procure a grant of an easement for the use of public land owned by the Town will be required to make two (2) presentations to the Planning Commission, as further described below, as a precondition to seeking the Board of Trustees' agreement to said sale:

- (1) The first presentation shall include clear identification of the land to be subjected to an easement and the feasibility of the proposed easement (Step #1 - Concept Approval).
- (2) The second presentation shall include the formal submittal requirements (Step #2 - Formal Submittal).
- (3) Any decision to grant said easement shall be by resolution passed by the Board of Trustees.
- (4) The procedure for the first and second presentation to the Planning Commission shall be determined by the Planning Commission, which shall set forth guidelines in the form of check lists for preparation for said proceedings, to include public hearing procedures. Said guidelines shall be available to the public, and may be provided at the office of the Town Clerk.
- (5) No second presentation will be scheduled before the Planning Commission until the guidelines for presentation as set forth in the document available to the public have been met. Review of said guidelines shall be made by the Town Clerk as a prerequisite to scheduling said presentation before the Planning Commission.

Conclusion and Recommendation

Staff recommends approval of this project. Regarding the easement, staff doesn't feel that two presentations at Planning Commission are necessary at this point, and recommends that a public hearing be scheduled at the next Board of Trustees meeting on April 19.

Reasons to proceed without two presentations:

1. One consideration is that the code doesn't define the "Step #2 - Formal Submittal" requirements as mentioned above. Staff feels that the application is thorough and complete.
2. I consider my conversations with the applicant, PC Chair Dixon, and the Town's attorney as proof of concept for this situation. It is a good long-term solution for this project.
3. The town has relied on revocable permits to allow this type of development in the ROW recently. Discussions with the attorney has revealed that revocable permits are not advised for this situation, and easements are the preferred method of allowing this type of minor encroachment development, when the criteria are met.

Project Description

785 square foot bedroom suite and 690 sq ft. two car garage addition to an existing 800 square foot one bedroom home.

Since purchasing the property in December of 2021, the existing structure has gone through an extensive 14-month remodel with a 2022 mid-March completion date. Construction of the bedroom and garage addition, is scheduled to start late April 2022.

Like many in Green Mountain Falls my grandfather first visited the town in 1914. Shortly after he purchased a lot with three cabins that has been in the family since. This project makes me the fourth from the Banta tree currently owning and living in Green Mountain Falls

The inspiration for the design comes from the iconic wood-barked cabins of Green Mountain falls that almost seem to have grown out of the very soil they sit on. The design presented is an organic structure with simple lines and low silhouette that is sited to blend into the property and neighborhood known as The Mesa. However, unlike my grandfather's cabins, this new version of the Green Mountain Falls classic cabin will have indoor plumbing.

Address

6796 Pine Street
Green Mountain Falls, Colorado

Legal Description:

Lot 1, Block 6, Town of Green Mountain Falls, County of El Paso, State of Colorado

Owner:

David Banta
P.O. Box 25, Green Mountain Falls, Colorado 80819

Requested Easements.

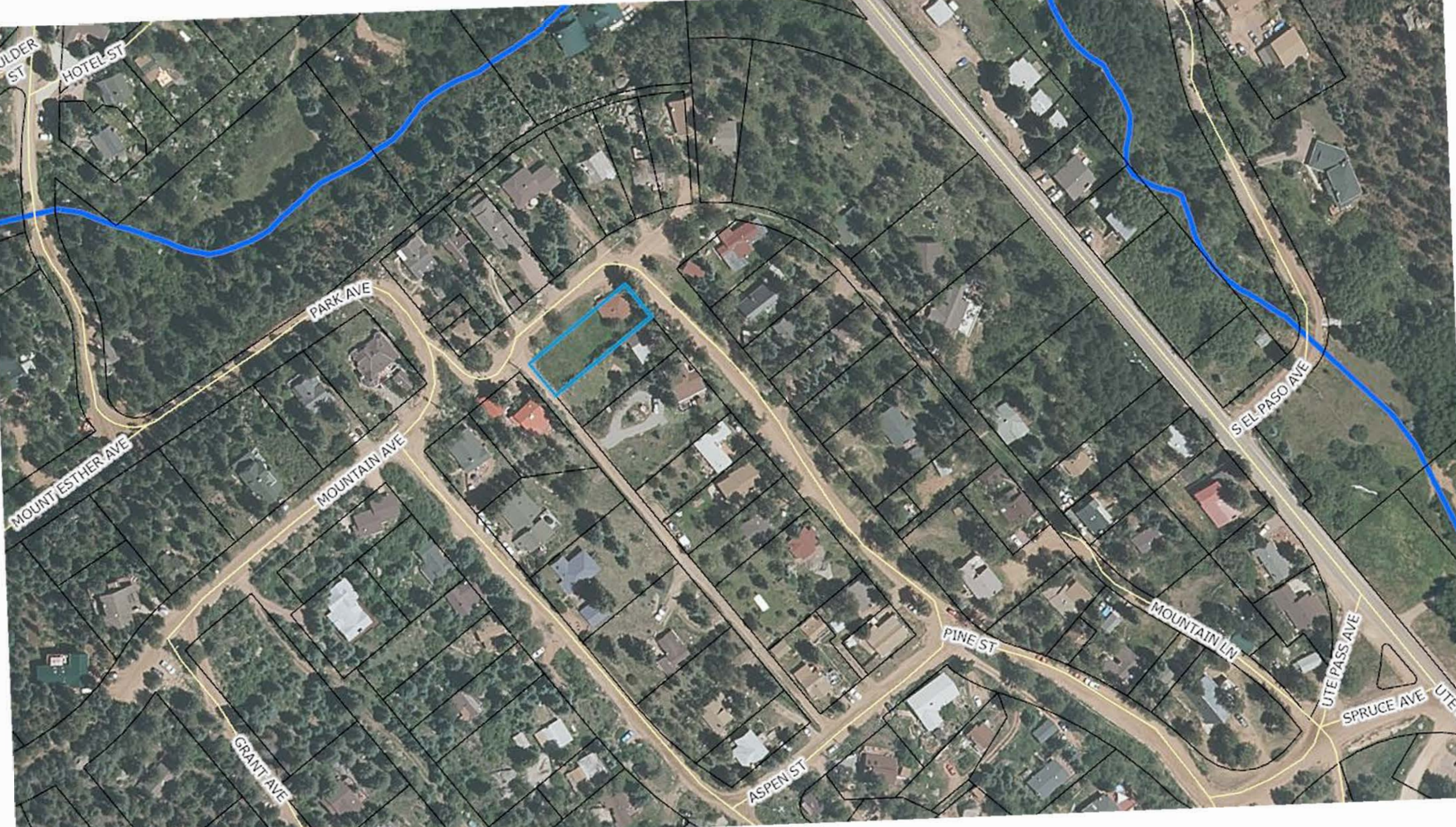
This application is for two Easements that will enhance both the visual and practicality of the proposed addition while having no known negative impact on the neighborhood or town of Green Mountain Falls.

Portico

The proposed portico, a covered entry, is an important architectural element that adds a welcoming and protected entry to the house. It extends to an existing concrete block wall that is shown on the ILC to be beyond the property line. We are requesting an easement to allow this to be included in our plan.

Deck






~~We are requesting an easement to widen the existing deck by 3 feet. This will add to the practicality and usefulness of the deck. The ILC shows this deck extension intruding into the 14 foot front setback requirement of R1 zoning. As noted in the drawing, this widening of the deck falls into an area between the house and a row of five large spruce trees that run parallel to Pine Street with no known sight line issues.~~



IMPROVEMENT LOCATION CERTIFICATE

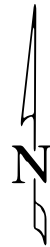
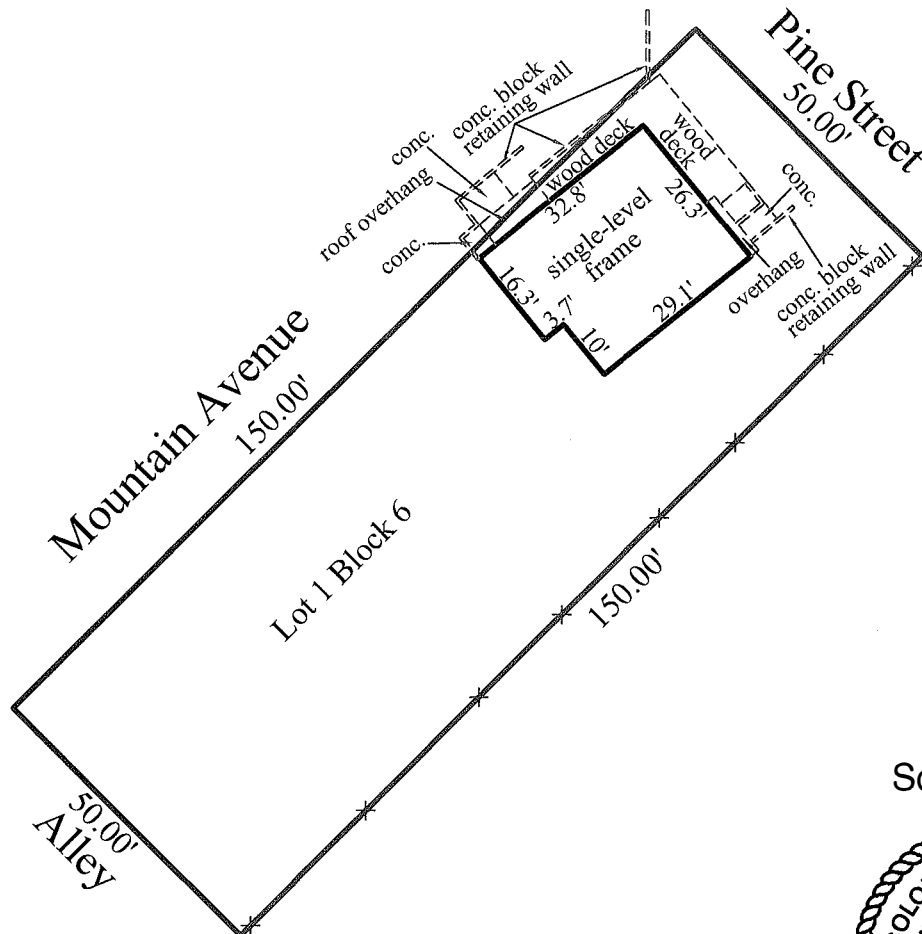
(THIS IS NOT A PROPERTY SURVEY)

LEGEND

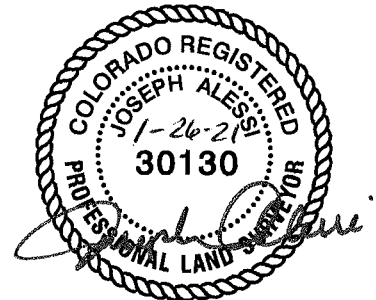
-  Chainlink Fence
-  Wood Fence
-  Wire Fence
-  Fnd. Monument
-  Overhead Power Line

Note: Improvements shown by apparent lines of possession, without sufficient positive monumentation found.

Note: Dimensions from improvements to property lines have been repealed as standards for the Improvement Location Certificate effective September 1, 2015. Section 38-51-105, C.R.S.



Scale: 1" = 30'



Legal Description

Lot 1, Block 6, Green Mountain Falls, County of El Paso, State of Colorado.

Surveyor's Certificate

I Hereby certify that this Improvement Location Certificate was prepared for the *Mortgage Lender and the *Title Company and that it is not a Land Survey or Improvement Survey Plat, and that it is not to be relied upon for the establishment of fence, building or other future improvement lines. I further certify that the Improvements on the described parcel on this date **, except utility connections, are entirely within the boundaries of the parcel, except as shown, that indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel except as noted. (c.r.s.38-51-109)

This Improvement Location Certificate does not constitute a title search by Alessi and Associates, Inc. to determine ownership of easements of record. For all information regarding easements, Right-of-Way and Title of Record, Alessi and Associates, Inc. relied on Title Commitment*.

PREPARED BY:



ALESSI & ASSOCIATES, Inc.

APPRAISERS • ENGINEERS • SURVEYORS

2989 Broadmoor Valley Road
Colorado Springs, CO 80906

Tele. 719/540-8832
Fax 719/540-2781

PURPORTED STREET ADDRESS:

6796 Pine Street

**DATE: 1/25/2022

*LENDER/CLIENT: David Banta

BORROWER: Banta

*TITLE COMPANY: Fidelity National Title Company

JOB NUMBER: 211145b

RIGHT OF WAY EASEMENT AGREEMENT

THIS RIGHT OF WAY EASEMENT AGREEMENT (the "Agreement") is made effective this _____ day of _____, 2022, by and between the Town of Green Mountain Falls (the "Town"), whose address is 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819 and David Banta, whose address is 6796 Pine St., Green Mountain Falls, CO, 80819 (the "Grantee"). Both the Town and the Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, the Grantee is the Owner of certain real property located in the Town of Green Mountain Falls, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference and desires to construct an addition that will encroach into the Town right of way as depicted in **Exhibit B** attached hereto and incorporated herein by reference (the "Easement Area"); and

WHEREAS, the Town wishes to grant the Grantee an easement for the purposes of constructing, installing and maintaining the addition within the Town right of way.

NOW, THEREFORE, in and for consideration of the sum of _____ dollars (\$____), the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. The Town hereby grants to the Grantee, its successors and assigns a perpetual, non-exclusive right of way easement (the "Easement") on, over, upon, and across, the portion of Town right of way as described in the graphic representation of the Easement in **Exhibit B** for the following purposes:

a. Construction, installation, and maintenance of a portico addition, in conformance with the plans and specifications in **Exhibit C**, to the residence at 6796 Pine Street, Green Mountain Falls, Colorado 80819.

2. Town's Rights.

a. The Town reserves use of the Right of Way Easement, for maintaining any existing Town facilities or utilities.

b. The Town shall not be under any obligation to inspect, repair, or maintain the Easement Area.

3. Surface Restoration and Maintenance. The Grantee shall promptly restore, replace, or repair the surface of the Right of Way Easement to as close to its condition immediately prior to such work as may be reasonably possible and shall be responsible for the surface maintenance of the Easement Area.

4. Insurance. The Grantee shall procure and maintain, and shall cause any subcontractor of the Grantee to procure and maintain, the following insurance coverage with coverage up to the limits allowed by the Colorado Governmental Immunity Act under C.R.S. § 24-10-114:

Commercial general liability insurance with minimum combined single limits of four hundred twenty-four thousand dollars (\$424,000) each occurrence and one million one hundred ninety-five

3/31/22

[HTTPS://GREENMTNFALLS.SHAREPOINT.COM/SITES/STAFF/SHARED DOCUMENTS/GENERAL/PLANNING/PERMITS/APPS IN PROGRESS/20220223 - 6796 PINE ST - SF ADDITION/ROW EASEMENT BANTA-032922.DOCX](https://greenmtnfalls.sharepoint.com/sites/staff/shared%20documents/general/planning/permits/apps%20in%20progress/20220223%20-%206796%20pine%20st%20-%20sf%20addition/row%20easement%20banta-032922.docx)

thousand dollars (\$1,195,000) general aggregate, which limits shall be adjusted as the limits allowed by the Colorado Governmental Immunity Act under C.R.S. § 24-10-114 are amended from time to time. The policy shall be applicable to all work done in the Easement Area. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

5. Indemnification. The Grantee shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, arising from or in any way connected to the Right of Way Easement.

6. Binding Effect. Each and every one of the benefits and burdens of this Right of Way Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.

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

8. Modification. This Agreement may only be modified upon written agreement by the parties.

9. Severability. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.

10. Integration. The foregoing constitutes the entire agreement between the parties regarding its subject matter and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter thereof.

11. Termination. The Town may terminate this Right of Way Easement in the event of a violation of or non-compliance with the terms and conditions of this Easement.

12. No Third-Party Beneficiaries. Except as may be expressly provided herein, there are no intended third-party beneficiaries to this Agreement.

13. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Right of Way Easement the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Todd Dixon, Mayor

ATTEST:

Nate Scott, Town Clerk

GRANTEE:

David Banta

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2022, by _____.

My commission expires: _____

(S E A L)

Notary Public

Exhibit A

EL PASO COUNTY - COLORADO

8308421001
6796 PINE ST

Total Market Value
\$168,917

OVERVIEW

Owner:	BERGER BRUCE M
Mailing Address:	415 S FRANCISCA AVE REDONDO BEACH CA, 90277
Location:	6796 PINE ST
Tax Status:	Taxable
Zoning:	-
Plat No:	287
Legal Description:	LOT 1 BLK 6 GREEN MOUNTAIN FALLS

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$41,300	\$2,870
Improvement	\$127,617	\$8,870
Total	\$168,917	\$11,740

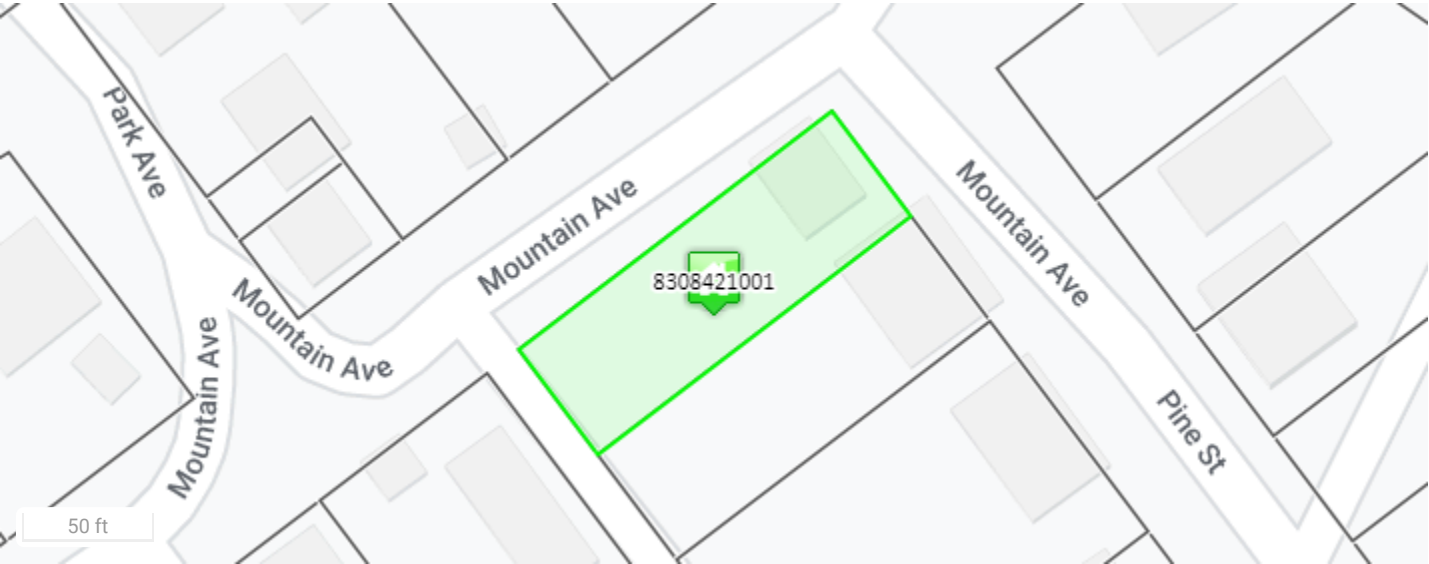
RANCH (1)

Market Value \$127,617

Assessment Rate	6.95	Above Grade Area	798
Bldg #	1	First Floor Area	798
Style Description	RANCH	Above First Floor Area	0
Property Description	FRAME FAIR QUALITY	Lower Level Living Area	0
Year Built	1925	Total Basement Area	-
Dwelling Units	1	Finished Basement Area	
Number of Rooms	4	Garage Description	-
Number of Bedrooms	2	Garage Area	-
Number of Baths	1.00	Carport Area	-

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	SINGLE FAMILY RES.	6.950	7500 SQFT	\$41,300

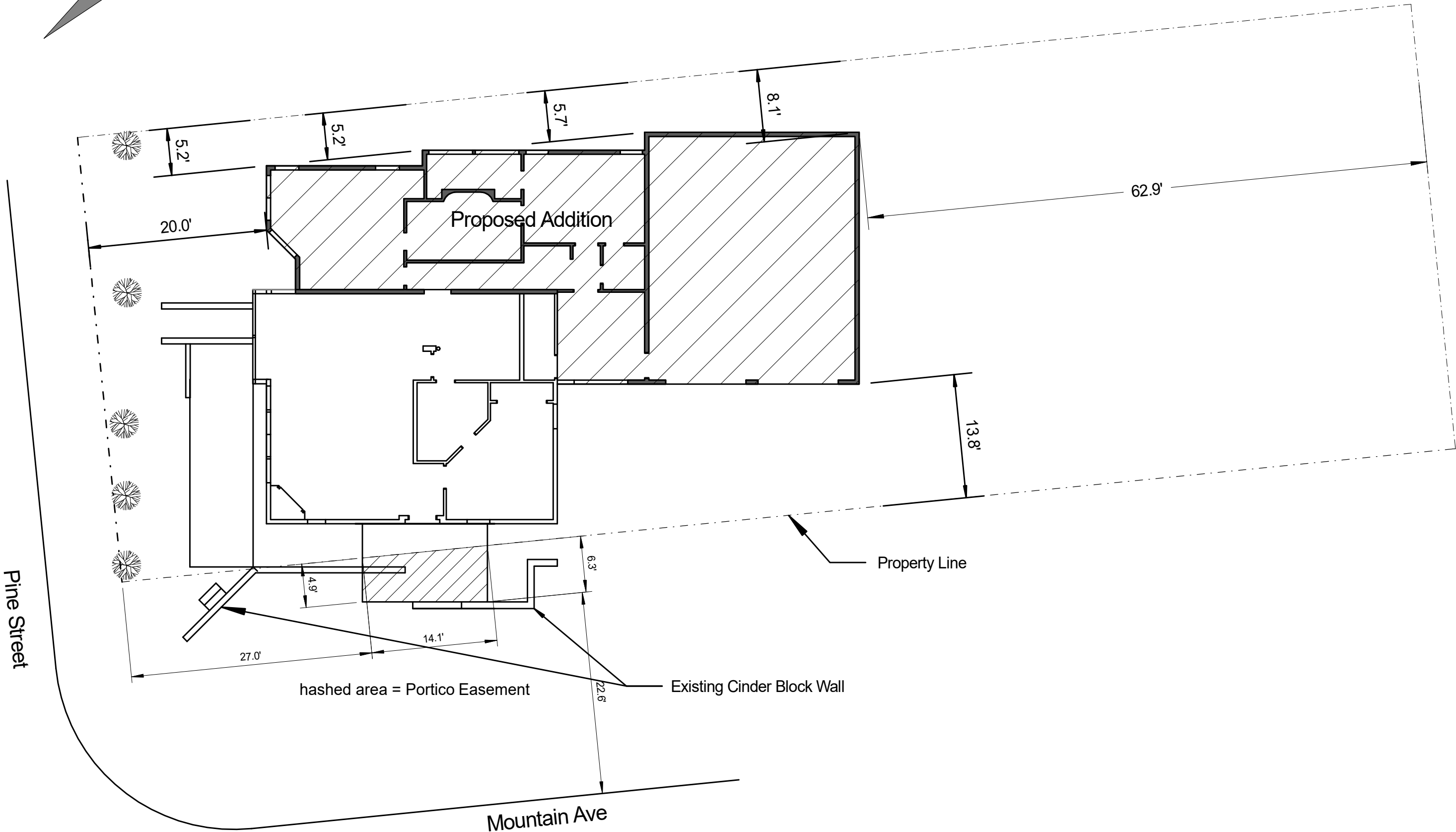


Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

Exhibit B

N



REVISION	
A-8-B	
David Banta	
11370 Glenside Lane Santa Rosa Valley, Ca 93012 310.702.3132	
PROJECT	
David Banta Residence 6796 Pine Street Green Mountain Falls, CO 80819 310.702-3132	
DATE	
February 23, 2022	
JOB	
Pine Street Cabin	
DRAWN	
David Banta	
APPROVED	
SCALE	
3/32" = 1' 0"	
PAGE	
Variance Plan B	

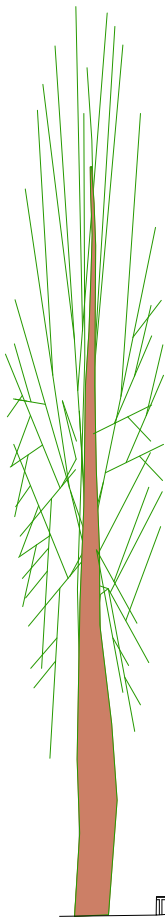
Exhibit C



Pine Street Elevation

Materials:

- Sidding: Cedar or cedar composit, light stain
- Roof: Three tab or metal, Color charcoal
- Windows & Doors: Alumnnium, black frames
- Soffit & Facia: Composit, color charcoal
- Block walls and supports: natural stone



Mountain Ave Elevation

REVISION

A-8-A

David Banta

1442 Windflower Circle
Woodland Park, CO 80863
310.702.3132

PROJECT

DAvid Banta Residence
6796 Pine Street
Green Mountain Falls, CO 80819
310 702-3132

DATE

March 1, 2022

JOB

Pine Street Cabin

DRAWN

David Banta

APPROVED

SCALE

3/32" = 1' 0"

PAGE

Elevation Plan









Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 05/03/2022	AGENDA NO 13	SUBJECT:
Presented by: Becky Frank, Town Manager		Catamount Trail Easement Agreement

Background: The necessary private property that Catamount Trail traverses has been acquired by the Historic Green Mountain Falls Foundation.

Discussion: This easement agreement between the Town and Historic Green Mountain Falls Foundation provides easement to portions of the property designated for trail use. The agreement, in the amount of \$10.00 to be paid to the Historic Green Mountain Falls Foundation has been reviewed by Town's legal counsel and is under review by the legal counsel of HGMFF.

Recommended Action: Move to accept the easement agreement with Historic Green Mountain Falls Foundation contingent upon HGMFF legal approval, authorize the Mayor's signature and reopen the Catamount Trail.

Respectfully,

Becky Frank

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered this _____ day of March, 2022, by and between HISTORIC GREEN MOUNTAIN FALLS FOUNDATION, LLC, an Oklahoma limited liability company, c/o KIRKPATRICK FAMILY FUND, 1001 West Wilshire, Fourth Floor, Oklahoma City, Oklahoma 73116, (“HGMFF”), and TOWN OF GREEN MOUNTAIN FALLS, a Colorado statutory town, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819 (the “Town”).

Recitals

A. HGMFF is the owner of certain real property located in the Town of Green Mountain Falls, County of El Paso, State of Colorado, more particularly described on Exhibit A attached hereto, made a part hereof, and incorporated herein by reference (the “HGMFF Parcel”).

B. The Town is the owner of certain real property located in the Town of Green Mountain Falls, County of El Paso, State of Colorado, more particularly described on Exhibit B attached hereto, made a part hereof, and incorporated herein by reference (the “Town Parcel”).

C. The Town desires to establish upon a portion of the HGMFF Parcel, as depicted on Exhibit C attached hereto, made a part hereof, and incorporated herein by reference (the “Trail Easement”), a perpetual non-exclusive easement and right-of-way for the benefit of the Town Parcel and its occupants to use the Trail Easement for ingress and egress, in addition to other rights and obligations contained herein.

D. It is the intent of the parties hereto that the Trail Easement shall and will provide access from the Town Parcel through certain portions of the HGMFF Parcel.

NOW, THEREFORE, in consideration of Ten and No/100 Dollar(s) (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

The above Recitals are incorporated herein.

A. ACCESS EASEMENT

1. HGMFF hereby grants and conveys to the Town, for its use and the use of its Permittees (as hereafter defined), a perpetual non-exclusive easement over and across the Trail Easement for the purpose of ingress and egress.

2. “Permittees” shall mean and refer to occupants, employees, invitees, and visitors of the Town.

3. HGMFF hereby grants and conveys to the Town and its Permittees a perpetual non-exclusive right to use the Trail Easement over and across the HGMFF Parcel as more particularly depicted on Exhibit C.

4. The Town hereby reserves unto itself and its Permittees the right to use the Trail Easement located on the HGMFF Parcel for any and all purposes not inconsistent with the use for access granted and agreed to herein.

5. In order to effect the intent of the Recitals above, the parties agree to execute and record such documents as are reasonably required to document and effectuate such intent.

B. UTILITIES

The Town shall not install any utility services within the Trail Easement.

C. MAINTENANCE

At all times during the term of this Agreement, the Town shall, at its initial cost and expense, maintain and repair the Trail Easement and keep it in good order and condition including, without limitation: (i) keeping the surfaces of the Trail Easement in a clean, uncluttered, orderly and sanitary condition, including replacements as necessary; (ii) removing when reasonably necessary snow, ice and other debris; (iii) repairing, replacing, and renewing any dirt and gravel as may be reasonably necessary; and (iv) maintaining any signage along the Trail Easement. All repairs and replacements shall be made with materials at least of equal quality to that originally installed or used. In the Town fails to perform such maintenance and repair pursuant to this paragraph, HGMFF shall have the right to maintain and repair the same after thirty (30) days (or such shorter period is reasonable considering the type of maintenance or repair) prior written notice is given to the Town to maintain and repair the Trail Easement and the Town fails to make such repair within such 30-day period. All reasonable costs and expenses associated with HGMFF's maintenance or repair of the Trail Easement shall be reimbursed to the within thirty (30) days after the Town's receipt of a bill from HGMFF.

D. ENFORCEMENT

1. This Agreement may be enforced by any owner of the HGMFF Parcel and the Town Parcel, such parties hereafter referred to as an "Owner." Reference herein to the parties shall mean the Owners of the respective Parcels at the relevant time. Each Owner, by acquiring an interest in the respective Parcel shall automatically become vested with the rights provided under this Agreement and shall be burdened by the obligations contained herein. Each Owner shall have the right to bring an action against another Owner who violates this Agreement to enforce such violation, to cause any such violation to be remedied, for injunctive relief, and/or to recover damages caused by such violation.

2. The provisions of this Agreement shall in no way prohibit HGMFF or the Town from bringing an action against one another for any damages sustained as a result of any improper use of the easements granted herein or bringing an action for injunctive relief, or such other legal or equitable relief which may be appropriate; provided, however, any breach hereof by any party shall not entitle any other party to terminate the provisions hereof, it being the intention of the parties that the easements hereby granted shall be perpetual unless otherwise stipulated herein to the contrary.

3. Every violation of this Agreement, or any part hereof, is hereby declared to be and constitute a nuisance and every remedy allowed therefore by law or equity against an Owner shall be applicable against every such violation that may be enforced by each and every Owner.

4. In any legal or equitable proceeding for the enforcement of this Agreement, or any provision hereof, whether it be an action for damages, declaratory relief, injunctive relief, or any other action, the prevailing party or parties in such action shall be entitled to recover from the non-prevailing party or parties all of its costs incurred in such action and interest thereon at the rate of eight percent (8%) per annum after the date of entry of judgment. Costs for purposes of this section shall include court costs and reasonable attorney's fees. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

5. The failure of any Owner or Owners to enforce any of the conditions, covenants, restrictions or reservations contained herein shall in no event be deemed to be a waiver of the right to do so for subsequent violations or the right to enforce any other conditions, covenants, restrictions or reservations contained herein.

E. MISCELLANEOUS

1. All notices provided for herein shall be in writing and shall be personally delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, to the parties at the addresses given below or at such other address as may be specified by written notice:

If to HGMFF: Historic Green Mountain Falls Foundation
c/o Kirkpatrick Family Fund
Attn: Mr. Jesse Stroope
1001 West Wilshire Boulevard, 4th Floor
Oklahoma City, OK 73116

With a copy to: Matthew D. Ramirez, P.C.
Attn: Matthew D. Ramirez, Esq.

2 N. Nevada Avenue, Suite 1100
Colorado Springs, CO 80903

If to the Town: Town of Green Mountain Falls
Attn: Town Manager
10615 Green Mountain Falls Road
Green Mountain Falls, CO 80819

With a copy to: _____
Attn: _____

Any notice so mailed shall be deemed given on the date of mailing. Any party may change the place for delivery of such documents by written notice delivered in the manner aforesaid, but such notice of change of address shall be effective only on receipt.

2. Whenever the singular is used in this Agreement and when required by context, the same shall include the plural and vice versa and masculine genders shall include the feminine and neuter genders and vice versa.

3. This Agreement shall be governed by the laws of the State of Colorado.

4. This Agreement, and any provision hereof or any easement granted herein, may not be amended or terminated except by the written agreement of the Owners and each mortgagee or deed of trust beneficiary encumbering the respective Parcels, if any. No amendment, modification or termination shall be effective until a written instrument setting forth the terms of such amendment or modification or termination has been duly executed, acknowledged and recorded in the office of the Clerk and Recorder of El Paso County, State of Colorado.

5. The easement granted herein, this Agreement and rights and obligations granted and imposed herein and the provisions hereof shall be construed as covenants running with the land and shall be a benefit and a burden to the HGMFF Parcel and the Town Parcel, shall be appurtenant thereto, and shall be binding upon all present and future Owners.

6. This Agreement shall inure to the benefit of and be binding upon each Owner and the subsequent Owners of the respective Parcels, and their respective heirs, personal representatives, successors and assigns.

7. This Agreement constitutes the entire agreement between the parties and no agreement shall be effective to change or modify this Agreement unless in writing and signed by the party against whom enforcement is sought.

8. The parties acknowledge that each party has reviewed this Agreement and have had the opportunity to have this Agreement reviewed by legal counsel. Any rule of construction by which any ambiguity in the Agreement shall be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits thereto. The titles to the paragraphs of this Agreement are solely for the convenience of the Parties, and shall not be used to explain, modify, or aid in the interpretation of the provisions of this Agreement.

9. In the event any Owner sells all or any portion of its property, such Owner shall be and is hereby entirely freed and relieved of any and all liability or obligations under this Easements Agreement arising out of any act, occurrence or omission occurring after the consummation of such sale.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

HISTORIC GREEN MOUNTAIN FALLS
FOUNDATION, LLC, an Oklahoma limited
liability company

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____ as _____ of Historic Green Mountain Falls Foundation, LLC, an Oklahoma limited liability company.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

TOWN OF GREEN MOUNTAIN FALLS, a
Colorado statutory town

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022__, by _____ as _____ of the Town of Green Mountain Falls Foundation, LLC, a Colorado statutory town.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT LIST

Exhibit A	-	HGMFF Parcel
Exhibit B	-	Town Parcel
Exhibit C	-	Trail Easement

EXHIBIT A

HGMFF PARCEL

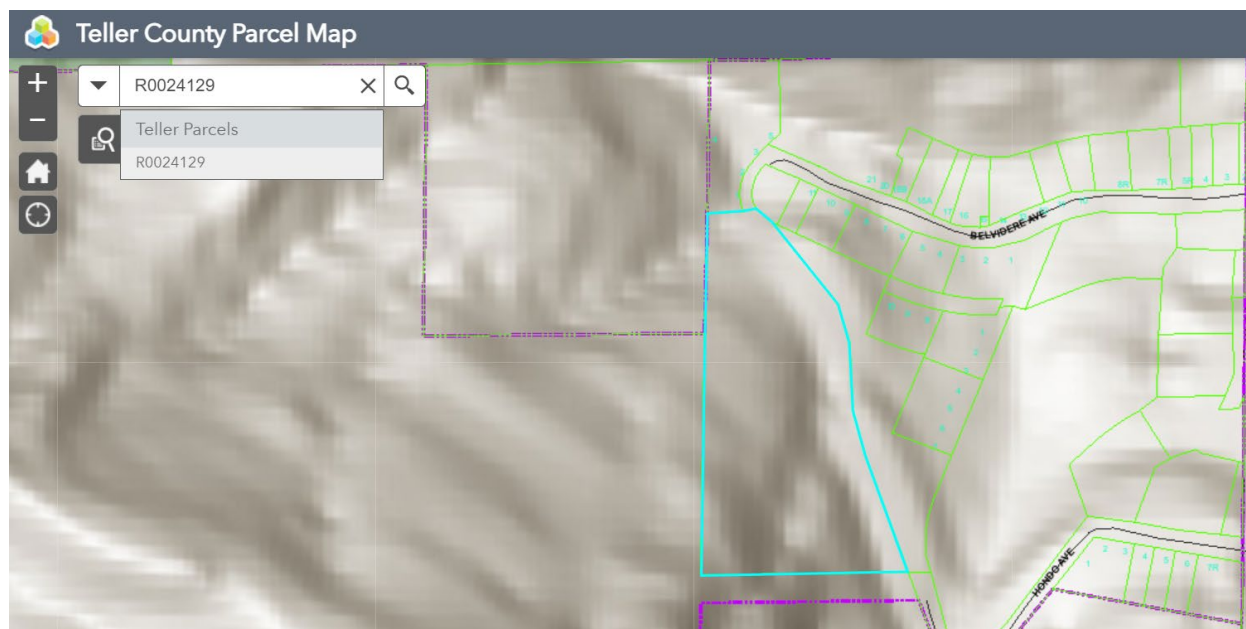


EXHIBIT B

TOWN PARCEL

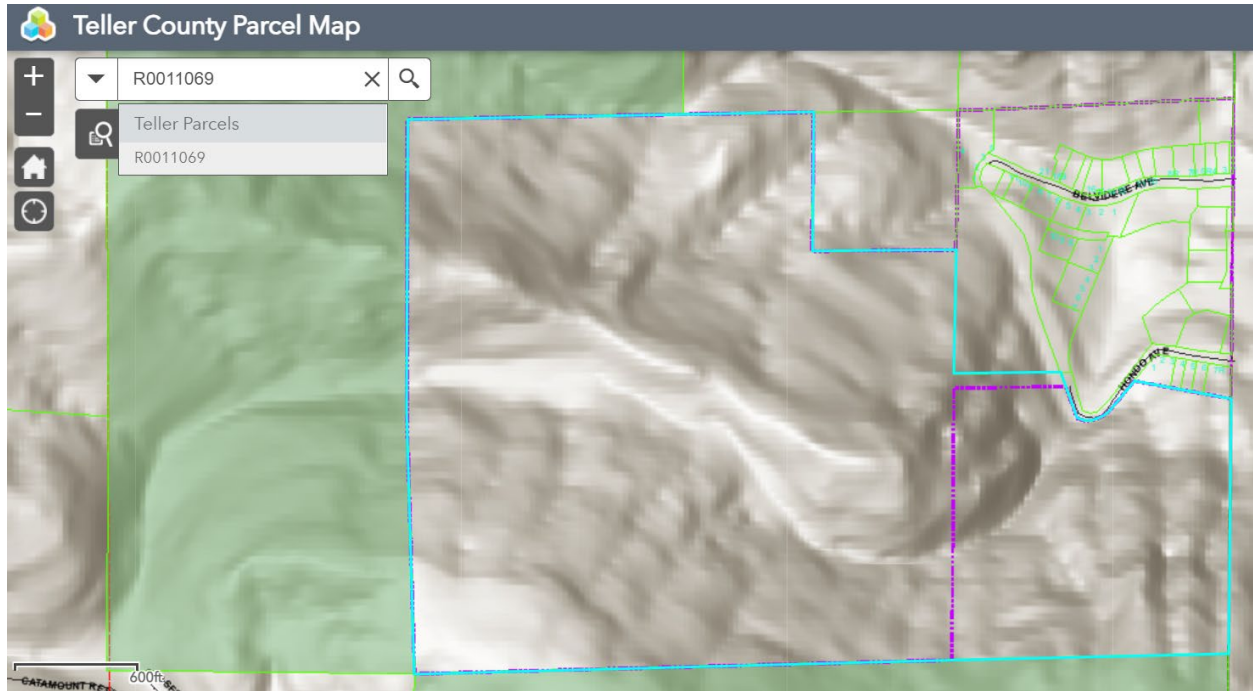
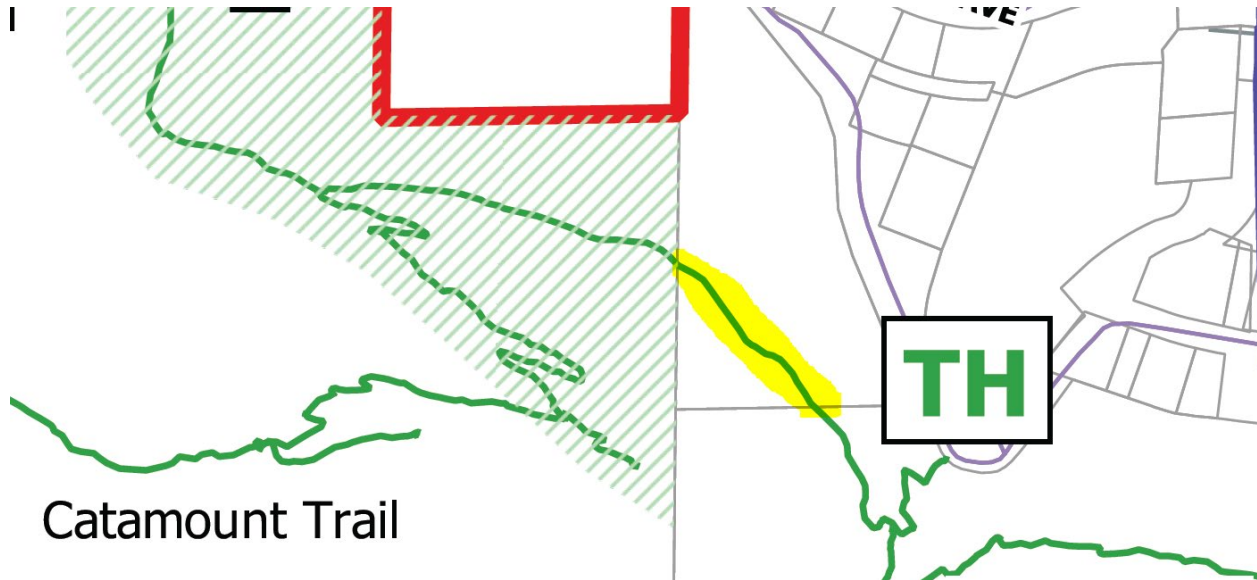


EXHIBIT C

TRAIL EASEMENT

The easement shall be defined by the main path of the maintained Catamount Trail, which is highlighted below. The trail starts at the trailhead in town-owned parcel R0011069, then passes into HGMFF-owned parcel R0024129, then back into town-owned parcel R0011069.



**Parks, Recreation, and Trails Advisory Committee
Agenda Memorandum**

DATE: 4.14.2022	AGENDA NO 14	SUBJECT: Closure of Thomas Trail during Fire Mitigation efforts
Presented by: PRT - Jesse Stroope, PRT Chair Attachments: Thomas Trail closure - Press Release		

Background

On 4.14.2022 at their regularly scheduled meeting, the Parks, Recreation and Trails Committee unanimously voted to recommend that the town close the Thomas Trail during fire mitigation efforts. PRT will also provide a Press Release.

Discussion

Much needed fire mitigation is being done on town property above Thomas Trail from May 24-Aug 12, Tuesdays through Fridays. For the safety of hikers, the PRT recommends the Thomas Trail be closed during this time but opened on Saturdays-Mondays. Informational signs will be posted at the three Thomas Trail trailheads and a press release will be prepared and shared with the GMF community and visitors.

Recommended Motion

I move to close Thomas Trail from May 24-Aug12, Tuesdays through Fridays while fire mitigation work is being done.

Alternative Options

To: GMF Board of Trustees, Members of the Public and Press:

Re: PRESS RELEASE: TEMPORARY CLOSURE OF THOMAS TRAIL FOR FIRE MITIGATION

FOR IMMEDIATE RELEASE

Green Mountain Falls, CO: Due to fire mitigation efforts on town property along Thomas Trail and for the safety of hikers, the Town's Board of Trustees has decided to temporarily close Thomas Trail on Tuesdays through Fridays ONLY from May 24th to August 12th, and from September 6 to September 23, 2022. The Thomas Trail will be open for hikers on Saturdays, Sundays, and Mondays during these weeks. Informational signs will be posted at the three Thomas Trail trailheads.

Announcements and new information regarding this closure will be posted on the Town website at <https://greenmountainfalls.colorado.gov/>, as well as on the Town's Facebook page located at:

<https://www.facebook.com/GMFCOUS>.

**Parks, Recreation, and Trails Advisory Committee
Agenda Memorandum**

DATE: 4.14.2022	AGENDA NO 15	SUBJECT: Friends of Ute Pass Trails (FoUPT) Town Agreement
Presented by: PRT - Jesse Stroope, PRT Chair Attachments: FoUPT Town Agreement		

Background

On 4.14.2022 at their regularly scheduled meeting, the Parks, Recreation and Trails Committee unanimously voted to recommend the agreement with the Friends of Ute Pass Trails to provide trail maintenance on town owned trails.

Discussion

The trails on town property have not had proper maintenance for almost 3 years. The newly formed, not for profit group, Friends of Ute Pass Trails (FoUPT), has drafted an agreement with the town to provide trail inspections and maintenance as presented in the agreement.

Recommended Motion

I move to approve the town agreement with Friends of Ute Pass Trails for maintenance of trails on town owned property.

Alternative Options

TRAIL MAINTENANCE AGREEMENT

Between the Friends of Ute Pass Trails and the Town of Green Mountain Falls, Colorado

March 10 2022

This agreement is between the Friends of Ute Pass Trails ("Friends") and the Town of Green Mountain Falls, Colorado ("Town of GMF").

Background & Purpose

The \$100,000 10-year 2019 GMF Comprehensive Plan identifies 'trails' and 'hiking' as 2 of the top 6 most loved things about GMF. No formal hiking trails maintenance has occurred on the Town of GMF land since June 2020. During this period, deferred maintenance has accumulated to the point where it must be addressed. The risks of doing nothing include increased risk of erosion; trail braiding, where multiple trails are created by users; cut switchbacks; and overgrowth. The Town's 5-member Parks, Recreation and Trails (PRT) Committee does not have the capacity to perform trails maintenance to the extent required. This agreement will provide much-needed recommendations and actions to address deferred maintenance on hiking trails within Town of GMF land.

Project and Scope

Friends will provide a trails inspection report, prioritized trails maintenance schedule, a minimum of 4 trail work days on Town of GMF land, and a report on work accomplished and work outstanding. Additionally, Friends will be available to consult on trails-related issues brought by the PRT during the period covered in this agreement.

Time Period

Work will occur from receipt of payment until final reporting to the PRT by December 1st, unless delayed by severe weather or rain. If there is a delay due to weather, the Town of GMF and the Friends will renegotiate a new deadline to be agreed upon by each in writing.

Friends will provide:

- An inspection report to the PRT. Inspections are aimed to discover the trails' environmental impact. Formal inspection will be accomplished at least once in the Spring. The report will include a proposed prioritized maintenance schedule, focusing on correcting the largest deficiencies and safety items as well as making the most impactful improvements along the busiest areas.

- A minimum of 4 trail work days: at least 3 internally-coordinated Friends work days and 1 externally coordinated volunteer work day. Tools and training will be provided. Work will be supervised by trained and certified Crew Leaders, Trails Designers, or by those with other applicable trail building certifications. Work can include trail maintenance and construction.

- Maintenance is the routine or periodic repair of existing trails to restore the trail to the originally designed and built condition. Maintenance does not change the original design, purpose, or intent for which a trail was designed, however minor re-routes may be developed when warranted for safety and sustainability of the existing trail. Maintenance may include: vegetation and debris removal; clearing the trail of encroaching vegetation; removing rock slides and soil deposits; maintaining trail tread (surface), such as filling ruts, reshaping a trail bed, repairing a washout, and constructing retaining walls or cribbing to support trail tread; performing erosion control and drainage work; and repairing or replacing deteriorated or

damaged trail or trailhead structures, including signage, information boards, and fencing and railings.

-- Construction is the design, layout and building of new trail alignments. Guidelines will keep safety and sustainability foremost in mind, recognizing that erosion is the key issue leading to trail failure. Construction will adhere as closely as practicable to design standards and technical guidelines set forth by the United States Department of Agriculture, Forest Service's "Trail Construction and Maintenance Handbook, 2007."

- Final trails report, to include work accomplished and work outstanding (deferred maintenance), to the PRT by December 1st.

- Administration, to include volunteer recruitment, crew leader training and assignment, project monitoring and coordination, invoicing, and liability insurance. A Certificate of Insurance naming the Town of GMF as additional insured will be provided.

The Town of GMF will provide:

- Payment in the amount of \$4,500 (Four thousand five hundred dollars) before any work commences.

- Free parking for volunteers and at least one vehicle authorized to park at or near the end of a public road closest to the trailhead where work will be performed. The vehicle(s) will not block emergency vehicle access. The Town will provide appropriately marked and certified parking credentials.

- Use of Trailhead boards, posting at the welcome center, Post Office board, Town of GMF website and Town facebook to advertise trails-related volunteer opportunities.

- A volunteer agreement, which will be signed by each participant or parent/guardian, required once per calendar year per person.

Modifications

This agreement may be revised or modified only with consent of all parties.

Dispute Resolution

Any dispute between the Town of GMF and the Friends shall be noted in writing and settled by negotiation, but if such negotiations fail, then all disputes will be handled in El Paso County Colorado.

Agreed to by:

President, Friends of Ute Pass Trails

Date

Town of Green Mountain Falls

Date

**Parks, Recreation, and Trails Advisory Committee
Agenda Memorandum**

DATE: 4.14.2022	AGENDA NO 16	SUBJECT: Ribbon Cuttings for the openings of the Fitness Court and the ADA Gazebo Lake project
Presented by: PRT - Jesse Stroope, PRT Chair Attachments: None		

Background

On 4.14.2022 at their regularly scheduled meeting, the Parks, Recreation and Trails Committee recommended that the Board have ribbon cuttings at the openings of the Fitness Court and the ADA Gazebo Lake project.

Discussion

To celebrate completion of the Fitness Court and the ADA Gazebo Lake project, the PRT is recommending that the Board sponsor ribbon cuttings for both events. Since a ribbon cutting has not happened in a while for an event, PRT is looking for guidance from the Board on how to proceed if approved.

Recommended Motion

I move to approve ribbon cuttings for the openings of the Fitness Court and the ADA Gazebo Lake project.

Alternative Options



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 05/03/2022	AGENDA NO 17	SUBJECT:
Presented by: Becky Frank, Town Manager		CPW Human-Bear Conflict Reduction Grant Application

Background: The Town of Green Mountain Falls has been encouraged to apply for a grant that would reduce Human-Bear Conflicts by minimalizing access to garbage within public spaces.

The proposed application includes the following project components:

Dumpster Enclosure for Commercial District
Wildlife Resistant Receptacles for Parks, Trail Heads and Public Spaces
Educational Signage

The estimated project cost is \$56,500 which includes a \$3,500 in-kind match for labor and project support to be supplied by town staff and volunteers.

Discussion: The draft application is due on May 6th and need some additional information to be supplied by our District Wildlife Manager pending BoT approval.

Recommended Action:

Move to approve the submission of the CPW Human-Bear Conflict Reduction Grant Application.

Respectfully,

Becky Frank



COLORADO PARKS AND WILDLIFE

2022 Human-Bear Conflict Reduction Grant Application Form

PLEASE USE THIS FORM AND COMPLETE ALL SECTIONS
Email completed form to Kristin Cannon (kristin.cannon@state.co.us)

Project Name:	Green Mountain Falls Human-Bear Conflict Reduction Program
Amount Requested:	\$
Project Location: (attach map if applicable)	

Applicant Information:

<i>Lead Organization</i>			
Primary Contact:	Becky Frank	Organization:	Town of Green Mountain Falls
Phone Number:	719-684-9414 ex5	Email address:	manager@gmfco.us
<i>Partner Organization (if applicable)</i>			
Primary Contact:		Organization:	
Phone Number:		Email address:	
<i>Partner Organization (if applicable)</i>			
Primary Contact:		Organization:	
Phone Number:		Email address:	

Local District Wildlife Manager Contact Information:

Name:	Cassidy English	Have you contacted this DWM about your proposal?	YES X x x	NO
Phone:	719-227-5287	Email:	cassidy.english@state.co.us	

Project Description

Applications will be evaluated based on how well they support the goal of reducing conflicts between local communities and black bears. Include prior and future efforts in the community to reduce conflict as well as the potential benefit of the project to other communities (i.e. model a novel technique, establish a process for bear-proofing, creating a new program that could be modeled elsewhere).

- Please describe the project for which you are requesting funding.
- Please describe the need for this project. What kinds of conflict is the community currently experiencing? Please include details regarding: duration of conflict (how long has your community been experiencing conflict), intensity of conflict, and frequency of conflict.
- How will this project reduce or prevent human-bear conflict?
- How will this project benefit the community?
- Has this community already benefited from prior human-bear conflict projects or investments?

The Town of Green Mountain Falls is a heavily forested area and shares boundaries with miles of open space with public and private property. Each spring as the forest comes to life, bears make their way into Green Mountain Falls' neighborhoods and business district looking for easy morsels after a long winter. With the influx of additional visitors and residents, the Town has struggled to manage the conflict. The Town of Green Mountain Falls has been able to purchase a couple of wildlife resistant receptacles for the Gazebo Lake Park but this is just a tip of the iceberg.

The proposed project would include XX additional wildlife receptacles for parks, public spaces and trail heads and signage to promote bear awareness throughout the community. Additionally, the proposed project would include the installation of a dumpster enclosure that would be located within the commercial district to support our local businesses.

The Town implemented codes detailed below to prevent wildlife conflict but has limited resources to support or enforce the codes.

Community Support

Successful applicants will demonstrate local community support. This can be done with letters of support, documented participation in public meetings, membership in local organizations, and partnerships. Community support can also be demonstrated with in-kind contributions or matching funds (outlined in next section).

- Please describe local community support for this project. How has the local community been engaged on this proposal? In general, what feedback have you received on this project or bear conflict in the area?
- What has the community done in the past to address human-bear conflict?
- Are there additional projects/efforts to reduce human-bear conflict planned or in progress?
- How do you plan to continue to engage relevant communities through this project? What goals do you hope to achieve through community engagement, and how is the outreach and education you plan to do designed to achieve those goals?

- The downtown business owners of Green Mountain Falls who have indicated that they have had challenges keeping bears out of their dumpsters over the past several summers. The local business community is eager to have an opportunity to resolve some of the human-bear conflict that they currently experience.
- The Town of Green Mountain Falls adopted municipal code that requires that refuse be stored in wildlife resistant containers. Unfortunately, this has been a challenge to enforce as many residents are either unaware of the code, or do not have the resources to purchase the wildlife resistant containers. *Links to the applicable sections of the town code can be found at the bottom of this section.* The Town also has a significant amount of vacation rentals; nearly ten percent of the housing stock. Visitors to the community are often not accustomed to spending time in areas where human-wildlife interactions are common. The residential and commercial containers purchased through this program will assist residents and visitors to coexist within the wildland-urban interfacing areas of Green Mountain Falls. The commercial containers specifically, which will be located at trail heads, in town parks, and throughout downtown will host signage stating that "Green Mountain Falls is Bear Aware."

https://library.municode.com/co/green_mountain_falls/codes/municipal_code?nodeId=CH7HESAAN_ARTIIRE_S7-52MAOPWISIRECOWIOOEN

https://library.municode.com/co/green_mountain_falls/codes/municipal_code?nodeId=CH7HESAAN_ARTIIRE_S7-53REREDI

Project Costs

Please be as specific as possible and include quotes if available. In-kind contributions can be calculated at market value or \$20/hour for labor.

- What is the total estimated cost of the project?
- Are there matching funds or in-kind contributions? Include who is providing the matching funds or in-kind contributions.
- Please itemize total estimated costs and expected grants or contributions for the project including matching funds and grant request. See attached table (page 8).
- What is the timeline for administering funds?

Project Estimates:

- Commercial Dumpster Enclosure \$30,000
- Wildlife Resistant Receptacles for Public Spaces \$18,000
- Educational Signage \$5,000
- In-kind labor \$3,500

Project Total: \$56,500

The Town has limited financial resources but a large volunteer force. Public Works and PRT volunteers will supply the time to install the receptacles and dumpster enclosure and design and install signs.

This time line for project completion would be Summer of 2023.

Applicant Experience

- What experience does the applicant and/or partnering organizations have in administering grants or other funding?
- What experience does the applicant and partnering organizations have in mitigating human-bear conflict?

u

u #h†) to monitor the effectiveness of this program and to ensure that future opportunities to mitigate human-wildlife conflict is explored.

Monitoring and Follow Up

Evaluating projects is a key part of this program. Part of the evaluation process will be to identify barriers and leverage the knowledge and experience of different communities to benefit all projects. To that end, participation in follow up communications with CPW and other grant recipients will be required and all successful applicants will be required to allow for inspection of their project.

- How will you measure if the project is a success?

We realize that this project is just the first step in resolving human-bear conflicts within our community. We will work with the local District Ranger to compare severity and frequency of reported bear-human conflicts.

THANK YOU FOR YOUR INTEREST AND PARTICIPATION IN THIS PROGRAM. CPW HAS RESOURCES AVAILABLE TO ASSIST IN COMPLETION OF THE APPLICATION AND ADMINISTRATION OF FUNDS. APPLICANTS ARE ENCOURAGED TO CONTACT THE GRANT COORDINATOR AND LOCAL CPW STAFF TO REQUEST ASSISTANCE. NOT SURE WHERE TO START? CONTACT KRISTIN CANNON kristin.cannon@state.co.us OR 303-291-7313.

SIGNATURE PAGE

All information in the application is true and accurate. No construction work or final purchases will commence prior to the issuance of a contract or purchase order from CPW. Credit signage for or acknowledgment of Colorado Parks and Wildlife participation in the improvements will be included, as feasible, in the final project.

Applicant Signature

Date

Partner Organization Contact Signature

Date

Partner Organization Contact Signature

Date

Partner Organization Contact Signature

Date

Project Budget

Complete the following tables; use cost categories such as materials, equipment rental, contracts, etc. Indicate if matching contributions have been secured, or when pending matching contributions are likely to be attained. Insert or delete rows as needed in the tables. Include a narrative or footnotes explaining how cost estimates were derived.

Activity/Expense Summary					
Activity/Expense Description	CPW Grant \$	Partner Name	Partner Cash Match \$	Partner In-Kind Match \$	Total \$ for Activity
Dumpster Enclosure	30,000	Town Public Works	0	2000	32,000
Resistant Receptacles	18,000	Town Public Works	0	500	18,500
Signage	5,000	Parks Rec and Trails Committee	0	1,000	6,000
Totals	53,000		0	3,500	56,500

Partner Contribution (total of activities/expenses listed above)		
Partner Name	Total \$ Per Partner	% of Total Per Partner
Public Works Labor-Installation	2,500	
PRT Sign Design and Installation	1,000	

Detailed Cost Breakdown				
Item	Unit	Quantity	Unit Cost	Estimated Cost
Concrete Pad/materials	each	1	32,000	32,000
Receptacles	each	10	1,800	18,000
Signage	bulk			5,000
Total				53,000



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Todd Dixon, Planning Commission Chair
Re: Planning Commission Report, May 3, 2022

APRIL ACTIVITY:

Permits/Zoning/Architectural Reviews:

1. Vacation of lot lines for 11145 and 11155 Falls Ave. Approved by PC.
2. Architectural Review for single family home addition at 6796 Pine. Approved by PC.
3. Easement Request for 6796 Pine. Sent to BoT with PC recommendation for approval.
4. New Deck approval for 11120 Pueblo Ave. Approved by PC.

Land Use Code:

First installment has been received. Working session to review the first installment conducted on April 25th. The working session identified some items that will need changing. The review also created the initial criteria for the minor site plans. It is intended that minor site plans need only an Administrative review and will not need to be submitted to the Planning Commission.

A Grant extension request is in the works. With the delays of developing the Land Use Code, it is not anticipated that the requirements of the Grant will be met by the end of June.



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Jesse Stroope, PRT Chair
Re: PRT Committee Report, May 3, 2022

UPDATES

- Catamount Trail Update - HGMFF legal sent an easement agreement to the town manager on April 13th for review.
- Wayfinding Signage Update - Welcome Center sign is close to completion. Other town signs will be restored as the weather permits.
- Pool park bathroom project has been put on hold and the pool bathrooms are for pool patrons only so PRT recommends that PortaPotties be installed at Maple Street and Ute Pass Avenue. An advice memo was written and submitted to the BoT.
- Fitness Court Update - Installation will begin May 23rd with testing of the app on May 26th. WiFi needs to be available by then.
- PRT recommends that the Thomas Trail be closed while fire mitigation work is occurring. An advice memo, including a press release, was written and submitted to the BoT.
- PRT recommends that ribbon cuttings be held for the completion of Fitness Court and the ADA Fishing Pier. An advice memo was written and submitted to the BoT.
- GOCO gave a presentation at the 4.14.2022 PRT meeting. Chris Aaby, the Southern Frontrange Program Officer, gave information on who can apply for GOCO grants, what various grants are available and the grant process.
- PRT recommends the trail maintenance agreement with Friends of Ute Pass Trails nonprofit organization. An advice memo was written and submitted to the BoT.
- Trail Ambassadors are gearing up. Recruitment posters have been put up. The TA season will be Memorial Day-Labor Day, Saturdays and Sundays, 8am-noon.
- 2022 PRT Goals
 - Participate in the Gazebo Park Renovation - **In progress**
 - Participate in Pool Park bathroom location/design - **On hold**
 - Recommend location and plan for Bear Proof Trash Cans - **In progress**
 - Opening of the Fitness Court at Pool Park - **In progress**
 - Trail Maps
 - Continue to work on agreement with FoUPT - **Submitted to BoT for approval**
 - Spring Work Day
 - Fall Creek Week Clean Up
 - Engage community to confirm/imagine park names
 - Re-open Catamount Trail - **Submitted to BoT for approval**
 - Trailhead and Wayfinding Sign Restoration - **In progress**
 - Informative trailhead signage be installed at all trailheads
 - Re-seed Squires (Flag Pole) Park
 - PRT Parking Privilege Permits
 - Trail Ambassadors schedule - **Completed**

- Recognize private citizens or groups who have improved areas of town property with signage and thank yous



Colorado Springs El Paso County Manitou Springs Green Mountain Falls Ramah Calhan

MEMORANDUM

DATE: April 6, 2022

TO: Pikes Peak Rural Transportation Authority Citizen Advisory Committee

FROM: Rick Sonnenburg, Pikes Peak RTA Program/Contracts Manager

SUBJECT: Timetable for PPRTA-3 Ballot Measure

<i>ACTION REQUESTED: Recommendation</i>
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With the Board's decision to plan for a ballot measure on the November 8, 2022 to ask the PPRTA voters to extend the PPRTA's 55% of the one-cent sales/use tax for a capital projects program for another ten years from 2025-2034, it is appropriate to approve a timetable of steps for the CAC, the Board, and the PPRTA member governments to take to implement the plan to place the ballot measure on the coordinated ballot. PPRTA attorney Jennifer Ivey has prepared a very detailed timetable (attached) for the CAC's and Board's review and approval. The highlights are the following:

1. April 13 Board meeting with a closed Executive Session with the Board's attorney.
2. May 4 CAC meeting and May 11 Board meeting—first review of Capital projects from member governments, first review of draft ballot language, and first review of amendments to the Establishing IGA.
3. June 1 CAC meeting and June 8 Board meeting—second review of Capital projects from member governments, second review of draft ballot language, second review of amendments to the Establishing IGA, and referral of proposed amendments to the Establishing IGA to the member governments.
4. July 6 CAC meeting and July 13 Board meeting—final approval of Capital project list and the accompanying the ballot language, and direct staff to send letters to the El Paso County Clerk/Recorder and the Colorado Department of Revenue that the PPRTA intends to participate in the November 8, 2022 election.
5. August 3 CAC meeting and August 10 Board meeting—approve IGA with the El Paso County Clerk/Recorder legally confirming the PPRTA's participation in the November 8, 2022 election and agreeing to pay the Clerk/Recorder's ballot expenses for the PPRTA.

RECOMMENDATION TO THE COMMITTEE:

The PPRTA staff recommends that the CAC approve a positive recommendation to the Board for approval of the PPRTA attorney's timetable for the PPRTA's ballot measure on the November 8, 2022 election.

Attachment:

1. Timetable for the PPRTA's Ballot Measure on the November 8, 2022, Election

PIKES PEAK RURAL TRANSPORTATION AUTHORITY

November 8, 2022
GENERAL ELECTION

Key and General Assumptions

* Indicates that the actual date falls on a Saturday, Sunday or legal holiday. If the last day for any act to be done or the last day of any period is a Saturday, Sunday, or legal holiday and completion of such act involves a filing or other action during business hours, the period is extended to include the next day which is not a Saturday, Sunday, or legal holiday. If the state constitution or a state statute requires doing an act in "not less than" or "no later than" or "at least" a certain number of days or "prior to" a certain number of days or a certain number of months "before" the date of an election, or any phrase that suggests a similar meaning, the period is shortened to and ends on the prior business day that is not a Saturday, Sunday, or legal holiday. Sections 1-1-106(4) and (5), C.R.S. The date shown has been adjusted to comply with these requirements.

All dates and information are based on the laws in effect as of date of this draft.

This calendar may not include all deadlines required to be met by the County Clerk and Recorder as the Coordinated Election Official in this coordinated general election.

✓	DATE	EVENT	RESPONSIBLE PARTY	AUTHORITY
	Prior to 5/11/2022	Member Governments compilation of proposed capital project list	Member Governments	Not Applicable
	04/13/2022	PPRTA Board Executive Session regarding November 8, 2022 Election/Ballot Issue	PPRTA	Not Applicable
	05/11/2022	First review of capital project list First review of the amendments to Establishing IGA First review of draft ballot issue language	PPRTA PPRTA PPRTA	Not Applicable
	06/08/2022	Second review of capital project list Second review of ballot language Second review and approval of amendments to Establishing IGA and referral to member governments for approval	PPRTA PPRTA PPRTA	Not Applicable
	06/08/2022	Approval by member governments of	Member Governments	Not Applicable

✓	DATE	EVENT	RESPONSIBLE PARTY	AUTHORITY
	through 08/10/2022	amendments to Establishing IGA		
	07/13/2022	Final approval of capital project list Final review of ballot language Direct legal counsel or designated election official to send letter to County Clerk and Recorder and Department of Revenue informing that the PPRTA will be participating in the November 8, 2022 election	PPRTA	Not Applicable
	07/31/2022*	Last day to inform County Clerk and Recorder that the entity will be participating in the election (By 100 days prior)	PPRTA	1-7-116(5)
	08/10/2022	Report from member governments re approval of amendments to Establishing IGA Consider resolution re submittal of ballot issue for November 2012 election Final approval of ballot language Approve entering into an intergovernmental agreement with the County re conduct of the election	Member Governments PPRTA PPRTA PPRTA	Not Applicable
	08/10/2022	Last day for County to file mail-ballot plan with Secretary of State for coordinated election (no later than 90 days prior to election)	County	1-7.5-105(1)
	08/30/2022 (assumes filing on 8/10/2022)	Last day Secretary of State may approve or disapprove the mail ballot plan (within 20 days of receipt)	Secretary of State	1-7.5-105(2)(a)
	08/30/2022	Last day to enter into Intergovernmental Agreement with Clerk and Recorder re election Include: 1. Election resolution	PPRTA	1-7-116(2)

✓	DATE	EVENT	RESPONSIBLE PARTY	AUTHORITY
		2. Confirmation that the District has sufficient funds to pay its prorated election expenses (no later than 70 days prior)		
	09/09/2022	Certify ballot to the County Clerk and Recorder (no later than 60 days before)	PPRTA	1-5-203(3)
	09/09/2012	First day election judges may attend class of instruction (not more than 60 days prior)	County	1-6-101(5)
	09/23/2022	Last day to receive written comments by a person eligible to vote in District concerning ballot issues (TABOR) (By Noon on Friday before the 45th day prior)	PPRTA	Article X, Section 20(3)(b) (v) 1-7-901
	09/25/2022*	Last day for petition representatives to summarize written comments concerning ballot issues (TABOR) (no later than 44 days prior)	PPRTA	Article X, Section 20(3)(b)(v) 1-7-903(3)
	09/26/2022	Submit full text of TABOR notice and summary of comments concerning ballot issues and questions to Clerk and Recorder (no later than 43 days prior)	PPRTA	1-7-904
	10/09/2022*	Ballots printed and in the possession of Clerk and Recorder, including sample ballot (Absentee ballots must be delivered w/in 72-hours) (at least 30 days prior to election)	County	1-5-406
	10/09/2022*	Clerk and Recorder mails TABOR notices to in-county electors and out-of-county electors (at least 30 days prior to election)	County	Article X, Section 20(3)(b) 1-7-905.5 1-7-906(1)
	10/14/2022	Last day to make changes in polling places (not less than 25 days prior to	County	1-5-104(4)

✓	DATE	EVENT	RESPONSIBLE PARTY	AUTHORITY
		election)		
	10/19/2022	Final day of publication of Notice of Election and post Notice in the office of the Clerk and Recorder. (no later than 20 days prior)	County	1-5-205
	10/24/2022	Last day to appoint election judges (at least 15 days before election) Last day to appoint canvass board members (at least 15 days before election) Counting may begin (no earlier than 15 days prior)	County County County	1-10-201(1.5) 1-10-101(1)(a) 1-7.5-107.5
	10/29/2022*	Notice of the election must be posted in the office of the Clerk and Recorder (at least 10 days prior to election)	County	1-5-205(1.3)
	10/31/2022	Voter service and polling centers must open (a least 8 days prior to election) Last day to request mail ballot to receive ballot by mail (8 days before election)	County County	1-7.5-107(4.5)(c) 1-2-201(4)
	11/08/2022	ELECTION DAY Voter Service and Polling Center open continuously from 7:00 a.m. to 7:00 p.m. Count ballots Judges make abstract and certificate and statement of results; notify governing body and petition representatives of ballot issue or ballot question results; and post certificate of votes in Designated Election Official's office	County County County	1-7-101 1-7.5-202 1-7.5-208 1-11-103

✓	DATE	EVENT	RESPONSIBLE PARTY	AUTHORITY
		(as soon as all votes have been read and counted)		
	11/10/2022	Election notice/drop off location sign may be removed from the Clerk and Recorder's office (2 days after election) Last day for Clerk and Recorder to send letter explaining lack of compliance to any first-time voter who did not submit a copy picture id or lack of signature verification (within 3 days after receipt of the mail ballot but in no event later than 2 days after election)	County County	1-5-205(1.3) 1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a)
	11/16/2022	Last day for Clerk and Recorder to receive a copy picture id from voters who failed to initially submit one (within 8 days after election) Last day ballots cast by overseas electors (UOCAVA) can be received by Clerk and Recorder to be counted (no later than 8 days after election)	County County	1-7.5-107(3.5)(d) 1-7.5-107.3(2)(a) 1-8.3-113(2)
	11/17/2022	Last day for County to count eligible provisional ballots (9 days after election)	County	1-8.5-105(5)
	11/30/2022	Canvassers shall meet, survey the returns, and transmit certification of the abstract of returns to the Secretary of State (no later than 22 days after election)	County	1-7.5-208 1-10-101.5 & 203
	12/06/2022	Last day to contest results of a coordinated election (within 28 days after election)	Interested party	1-10.5-106(2)
	12/08/2022	File Certificate of Election Results with the Division of Local Government	County/PPRTA	1-11-103(3)

✓	DATE	EVENT	RESPONSIBLE PARTY	AUTHORITY
		(30 days after election)		
	12/15/2022	Deadline for County Clerk to complete requested recount (no later than 37 days after election)	County	1-10.5-106(2)

April 25, 2022

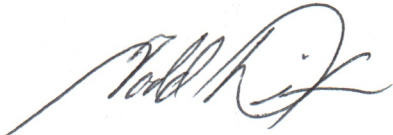
Mayor Newberry and the
Green Mountain Falls Board of Trustees
Town of Green Mountain Falls, CO

Dear Mayor Newberry and Trustees,

I will be resigning from the Planning Commission effective May 2, 2022 to pursue my new role as Mayor of Green Mountain Falls. This has been a tremendous experience for me and has given me wonderful insight into how Land Use issues work in a small town environment.

I am looking forward to working with the Planning Commission in my new role as Mayor.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Dixon", with a stylized, flowing script.

Todd Dixon
11045 Iona Ave.
Green Mountain Falls, CO 80819