



Town of Green Mountain Falls

Board of Trustees Special Meeting Agenda

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

Green Mountain Falls, CO 80819

Tuesday, December 10, 2021, at 8:00 a.m.

Zoom Meeting Link and Login Info:

<https://us02web.zoom.us/j/87330446525?pwd=OXI3YUxUWXBMMXRRZ01MR1VFz09&from=addon>

Zoom meeting ID= 873 3044 6525 Meeting password= 868043 For Dial-in only: 1-346-248-7799

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

REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
8:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
8:00	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
8:05	3.	CONSENT AGENDA a. Becky Frank - Town Manager Employment Agreement b. Motorola Solutions - Police Department Radio's Purchase Approval c. Wilson & Company – Contract Amendment Re Septic System Evaluation EPC On-Call Contract, Req. No. 2020-10, Wilson & Co. #2060011411, Stilling Basin Design Phases 2 & 3 d. Logan & Associates, LLC - 2021 Audit Engagement Letter	BOT Action Desired
8:10	4.	Consideration of Resolution 2021-13, A Resolution of the Town of Green Mountain Falls Colorado Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of the Town	BOT Action Desired
8:10	5.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
8:10	6.	ADJOURN	

*Please note: Times are approximate.

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

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of December, 2021, by and between the Town of Green Mountain Falls, a Colorado statutory town (the "Town"), and Rebecca Frank ("Manager"), an individual.

WHEREAS, the Town Board of the Town of Green Mountain Falls (the "Town Board") wishes to employ the services of Manager as Town Manager of the Town pursuant to Article IV Section 2-81 of the Green Mountain Falls Municipal Code;

WHEREAS, the Manager is a person with the necessary education, background, and experience to provide services to the Employer as the Town Manager and who, as a member of the International City Manager Association ("ICMA"), is and shall remain subject to the ICMA Code of Ethics;

WHEREAS, the Town Board wishes to provide certain benefits, establish certain conditions of employment and set working conditions for the Town Manager; and

WHEREAS, Manager wishes to accept employment as the Town Manager of the Town under the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Duties. The Town agrees to employ Manager as Town Manager of the Town of Green Mountain Falls, Colorado, beginning on the 27th day of December, 2021 (the "Effective Date"). As Town Manager, Manager is the Chief Executive Officer and shall perform the duties described in the attached job description, the ordinances of the Town, and such other legally permissible and proper duties and functions as the Town Board shall from time-to-time assign. This shall be a full-time occupation.

a. Although Manager shall be an employee of the Town, Manager shall not be subject to the Town's personnel manual, except for the determination and payment of benefits as set forth in Section 4 hereof. During the term of this Agreement, Manager agrees to remain in the exclusive employ of the Town and neither to accept nor to become employed by any other employer. The term "employed" shall not be construed to include occasional teaching, writing, or consulting, that does not present a conflict of interest, performed on Manager's time off.

2. Term. The term of this Agreement shall be for an initial period of two (2) years from the effective date. This Agreement shall automatically be renewed on its anniversary date for an additional one (1) year term unless notice that the Agreement shall terminate is given to the Manager at least six (6) months in advance. However, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Board to terminate the services of Manager at any time for any reason, subject only to the provisions set forth in Section 5 hereof; and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Manager to resign at any time from this position with the Town for any reason, subject only to the provisions set forth in Section 5 hereof.

3. Salary. The salary to be paid to Manager for services as Town Manager shall be eighty-five thousand dollars (\$85,000.00) annually (“Base Salary”), which shall be paid periodically in the same manner as other employees of the Town are paid. A minimum 5% cost of living increase (COLA) increase will be added to the Manager’s salary on January 1st each year. Manager shall be eligible for additional annual salary increases at the Town Board’s sole discretion based upon the Town Board’s assessment of Manager’s performance. Such assessments and salary increased may be considered at any intervals within this contract determined by mutual agreement. This Agreement will be automatically amended to reflect any salary adjustments made in this manner.

4. Benefits. In addition to the Base Salary, Manager shall receive the following benefits during employment as Town Manager:

a. Insurance. To the extent provided under the Town's benefit package, health, life, vision and dental insurance premiums shall be paid by the Town for Manager and Manager’s dependents in the same manner as for all other employees of the Town.

b. Disability. To the extent provided under the Town's benefit package, the Town shall pay any disability benefits for Manager and dependents in the same manner as for all other employees of the Town.

c. Paid Time Off (PTO) and Holidays. Manager shall be entitled to PTO leave, holidays, and any other leave benefits in the same manner as all other full-time employees of the Town, except:

a. Manager shall accrue PTO according to the accrual schedule for regular employees after year 10 (10). Leave is accrued with each pay period starting with the first pay cycle.

b. Manager’s leave balances will pay out in full upon the Manager’s separation from the Town.

d. Retirement. Manager shall be entitled to retirement benefits in the same manner as all other full-time employees of the Town.

e. Other. Manager shall be entitled to any other leave or financial benefits provided to other employees on an equal basis as contained in the Town Personnel Manual, as it may be amended from time-to-time.

5. Severance. Except as otherwise provided in this section, if Manager is terminated by the Town Board during such time that Manager is willing and able to perform the duties of the Town Manager, the Town agrees to pay Manager a lump-sum severance payment equal to six (6) months continuation of cobra and six (6) months of the Base Salary being paid to Manager by the Town at the time of termination. The severance payment described herein shall be a one-time payment and is not intended to be an extension of employment. For each one (1) year of service an additional one (1) month of severance will be added to the severance payment. Nothing in

subsection (a) is intended to alter Managers' leave rights under the Family Medical Leave Act (FMLA).

a. If Manager is terminated based on conviction for a criminal act other than a misdemeanor traffic offense or petty offense, or for conduct constituting gross negligence, the Town has no obligation to pay the severance payment.

b. If Manager voluntarily resigns the position as Town Manager or Manager is unable to perform the job duties, Manager shall not be entitled to the severance payment.

c. In the event the Manager dies while in office, the designated beneficiary will receive full payment of all accumulated vacation and accumulated sick leave. The designated beneficiary is: _____.

d. Manager's employment shall be deemed to have been terminated at Manager's option and Manager shall be entitled to severance as set forth in this Section 5 if any of the following events occur:

i. Manager' salary or other financial benefits are reduced;

ii. The Town fails to provide Manager with a benefit set forth herein, after the Town's receipt of written notice from Manager of such failure and a reasonable time to cure.

6. Hours of Work. It is recognized that the Town Manager must devote a great deal of time outside of normal office hours to the business of the Town as the Manager deems necessary. Manager shall be considered an exempt employee for purposes of the Fair Labor Standards Act and shall not be entitled to overtime.

7. Professional Development. Subject to such amounts as may be budgeted, the Town, in its sole discretion, shall pay for expenses related to Manager' continuing professional development, which includes attendance at various national or state conferences, seminars, and continuing education programs. The Town shall reimburse Manager's expenses for other reasonable memberships, registration, travel, meals or lodging in association with business-related conferences, education or other meetings, according to approved accounts in each annual budget. In addition,

a. The Town shall pay on behalf of the Manager annual dues and membership fees to ICMA and CCCMA, amongst other mutually agreed upon organizations deemed beneficial to the town and manager's professional development. Manager shall receive \$3,500 for participation in a Certified Public Manager (CPM) program to be paid for directly to the educational vendor by the Town. The Town Board agrees that these programs will be beneficial for the Managers' professional development.

8. Performance Evaluations. The Council shall provide Manager with a written performance evaluation at least once every twelve (12) months. Manager shall file a timely written response to each performance evaluation. Following such response, the Council and Manager shall meet in executive session, in compliance with the Colorado Open Meetings Law, C.R.S. §

24-6-401, *et seq.*, to discuss the performance evaluation. Manager hereby waives any right he may have to have such performance evaluations discussed in public under C.R.S. § 24-6-402(4)(f).

9. Defense & Indemnification of the Town Manager. Beyond that required under Federal, State or Local Law, Town shall defend, save harmless and indemnify Town Manager against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs, and any other reasonable costs and expenses of legal proceedings including attorneys' fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit of proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Town Manager's duties, as Town Manager or resulting from the exercise of judgement or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Town Manager may request that the Town shall not unreasonably refuse to provide independent representation at the Town's expense and Town may not unreasonably withhold approval.

10. Bonding. The Town shall bear the full cost of any fidelity or other bonds required of the Town Manager under the law or Town ordinances.

11. Disability. If Manager is unable to perform these duties for a period of twelve (12) consecutive weeks due to a disability and cannot be reasonably accommodated, the Town shall have the option to terminate this Agreement subject to the provisions of Section 5.

12. Miscellaneous.

a. Governing Law and Venue. 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, Colorado.

b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. Integration. This Agreement constitutes the entire Agreement between Manager and the Town, superseding all prior oral or written communications.

d. Third Parties. Except as set forth in Section 5(c), there are no intended third-party beneficiaries to this Agreement.

e. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. Modification. This Agreement may only be modified upon written agreement of the parties.

g. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party.

h. Governmental Immunity. The Town, its officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, 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.*, or otherwise available to the Town and its officers or employees.

i. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year. The failure of the Town Board to appropriate for Manager’s compensation due under this Agreement shall constitute termination of Manager’s employment as Town Manager, effective January 1st of the following year (the year for which funds have not been appropriated), and the provisions of Section 5 shall apply to such termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

Jane Newberry, Mayor

ATTEST:

Town Clerk & Treasurer

Rebecca Frank, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public



Date: 7-Dec-21

Phone: 850-345-1761

Prepared By: Amber Geiwitz

Quote Number: 120720211

NAME: Virgil Hodges
AGENCY: Green Mountain Falls, Marshal
PHONE : 719-684-9415
EMAIL: marshal@gmfcg.us

Bill To Address:

Ship To Address:

Equipment Details and Pricing

APX4000 PORTBALE

Qty.	Line Item	Model	Description	Unit Price	NASPO Pricing	Total Pricing
3	1	APX™ 4000 Series				
3	1a	HS1UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT.	\$2,332.00	\$1,702.36	\$5,107.08
3	1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM.	\$1,727.00	\$1,260.71	\$3,782.13
3	1c	Q15AK	ADD:AES, ADP, and DES-OFB	\$879.00	\$641.67	\$1,925.01
3	1d	H885BK	ADD: 3Y ESSENTIAL SERVICE.	\$95.00	\$95.00	\$285.00
3	1e	H869CE	ENH: MULTIKEY	\$363.00	\$264.99	\$794.97
3	2	PMPN4174A	SINGLE DESKTOP CHARGER	\$76.00	\$55.48	\$166.44
3	3	PMMN4099CL	REMOTE SPEAKER MIC	\$132.00	\$96.36	\$289.08
					TOTAL:	\$12,349.71

THIS QUOTE IS BASED ON THE FOLLOWING:

1. This purchase is placed against the NASPO agreement. The terms and conditions and special provisions (T's and C's) contained in the SPA apply to this purchase and take precedence over all other T's and C's expressed or implied.
2. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
3. Prices quoted are valid through end of December 2021 which includes shipment timing and volume discounts.
4. Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



**WILSON
& COMPANY**

5755 Mark Dabling Blvd., Ste. 220
Colorado Springs, CO 80919
719-520-5800 phone
719-520-0108 fax

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

December 7, 2021

Ms. Angie Sprang
Town Manager
Town of Green Mountain Falls, CO
10615 Green Mountain Falls Road, Unit B
Green Mountain Falls, CO 80819

**RE: Contract Amendment Re Septic System Evaluation
EPC On-Call Contract, Req. No. 2020-10, Wilson & Co. #2060011411,
Stilling Basin Design Phases 2 & 3**

Dear Angie:

During the survey and utility locating work as part of the preliminary design, a septic system was located on the Foster Avenue proposed stilling basin site. The planned location for the stilling basin is co-located with the existing septic system. Permitting information was obtained which was evaluated in conjunction with the septic system location data and the planned grading for the stilling basin. The current contract included locating all found utilities but did not include scope or cost for engineering analysis, develop plans for relocation or abandonment of existing utilities, and the coordination required with permitting agencies or owners to review and approve utility plans and specifications. I have included a scope and task-based fee for this work below:

Task item and fee:

Engineering Analysis and data collection.....	\$1,100.00
Plan submittal preparation	\$1,400.00
Additional Site Visits (2)	\$485.00
Survey and Geotech review and coordination	\$1,250.00
Meetings with EPC Health (3)	\$525.00
Total Fee Increase	\$4,760.00

As the permitting agency for the septic system, we need to obtain approval from the County regarding the existing permit, that impacts are being mitigated, or that no impact is found to exist. The goal of this work is to obtain a clearance letter from El Paso County Health Department which allows us to move forward with the stilling basin design, in providing a facility that accommodates the continued operation of the septic system in concert with stormwater operation of the stilling basin.



It has been a pleasure working with you on this project. Please contact me at 719-400-9548, or my email, Andre.Brackin@wilsonco.com if you have any questions.

Sincerely,

André P. Brackin, PE
Senior Water Resources Project Manager

CC: Central Files



December 9, 2021

Honorable Mayor and Members of Board of Trustees
Town of Green Mountain Falls
10615 Green Mountain Falls Road
Green Mountain Falls, Colorado 80819

We are pleased to confirm our understanding of the services we are to provide the Town of Green Mountain Falls for the year ended December 31, 2021. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Green Mountain Falls as of and for the year ended December 31, 2021. Accounting standards generally accepted in the United States of America (GAAS) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Green Mountain Falls's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, if applicable, we will apply certain limited procedures to the Town of Green Mountain Falls's RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedule – General Fund

We have also been engaged to report on the supplementary information other than RSI that accompanies the Town of Green Mountain Falls's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole.

- Local Highway Finance Report

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue and auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Audit Procedures—Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Green Mountain Falls's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare (or assist in preparing) the financial statements of Town of Green Mountain Falls in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. These other services are limited to the financial statements services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with US-GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe that supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your staff will prepare all cash or other confirmations we request and will assist in locating any documents selected by us for testing.

The audit documentation for this engagement is the property of Logan and Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain governmental agencies or their designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Logan and Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to certain governmental agencies or their designee

Kyle Logan is the engagement partner and is responsible for supervising the engagement and signing the report. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, copies, etc.) except that we agree that our gross fee, including expenses will not exceed \$5,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your staff and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If the Town is required to perform a Single Audit, additional fees will be required, however, we will discuss the fees with management prior to our commencement of the Single Audit.

Reporting

We will issue a written report upon completion of our audit of Town of Green Mountain Falls's financial statements. Our report will be addressed to the Honorable Mayor and Members of Board of Trustees of Town of Green Mountain Falls. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it maybe necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the Town of Green Mountain Falls and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely yours,



Logan and Associates, LLC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Green Mountain Falls.

By: _____

Title: _____

Date: _____

RESOLUTION NO. 2021-13

**A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS,
COLORADO, DESIGNATING AUTHORIZED SIGNATORIES ON TOWN
BANK ACCOUNTS AND INDIVIDUALS AUTHORIZED TO CONDUCT
ONLINE BANKING ON BEHALF OF TOWN**

WHEREAS, the Board of Trustees desires to designate the individuals with authority on behalf of the Town for activity involving the Town's bank accounts

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

Section 1. Effective the 27th day of December 2021, the following individuals shall be the sole authorized signatories on behalf of the Town for Town bank accounts:

1. Jane Newberry, Mayor
2. Margaret Peterson, Mayor Pro Tem
3. Becky Frank, Town Manager
4. Vacant Position, Town Clerk/Treasurer

Section 2. Until the 27th day of December 2021, the following individuals shall be the sole individuals authorized to access the Town's bank accounts online and conduct online banking activity on behalf of the Town:

1. Angie Sprang, Town Manager

Section 3. Effective the 27th day of December 2021, the following individual shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities.

1. Angie Sprang, Town Manager

Section 4. Effective the 27th day of December 2021, the following individual shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities.

1. Angie Sprang, Town Manager

INTRODUCED, READ and PASSED this 9th day of December 2021.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

ATTEST:

Nathan Scott