



Town of Green Mountain Falls
Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday, June 2, 2020 at 7:00 p.m.

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

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

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

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

clerk@gmfco.us

REGULAR MEETING:

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. CONSENT AGENDA
 - a. Approve Board of Trustees Meeting Minutes from May 5, 2020
 - b. Bring into record Accounts Payables for May 6 thru May 29, 2020
 - c. Independence Day Celebration – Pyrotechnics Show Contract
 - d. CUSP Fire Mitigation Contract
 - e. DOLA Administrative Grant Request for Planning Code Re-write Funds
 - f. Intergovernmental Agreement (IGA) CARES Act Municipalities Fund Shares
4. NEW BUSINESS
 - a. CARES Act Funding Discussion
 - b. Summer of Good Neighbors, Municipal Pool Operations, & Summer Events
5. OLD BUSINESS
 - a. Consideration of Resolution No. 2020-08, A Resolution Extending the Declaration of a Local Disaster Emergency in and for the Town of Green Mountain Falls, Colorado
 - b. Letter Draft for Advisory Boards from the Board of Trustees & Town Attorney Memo
 - c. Consideration of Ordinance No. 2020-03, An Ordinance Amending Chapter 2 of The Green Mountain Falls Municipal Code Concerning Boards, Committees, and Commissions
6. PUBLIC INPUT: 3 Minutes per speaker
7. CORRESPONDENCE
 - a. Kiewit – Belvidere Project Closeout Letter, Warranty through October 15, 2020
 - b. PPRTA – GMF 2020 Amended Budget Memo
 - c. Planning Commission 1st Quarter 2020 Minutes
 - d. Spring 2020 Chipping Service Flyer – Event Saturday June 6
8. REPORTS
9. ADJOURN

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



Town of Green Mountain Falls
Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday, May 5, 2020 at 7:00 p.m.

Online Meeting ONLY*. Join the Zoom Meeting by clicking on the following link:
<https://us02web.zoom.us/j/86180092247?pwd=WWhBcVdRR2dleHlwRVVZZlEwcGdDQT09>

Meeting ID: 861 8009 2247; Meeting Password: 921134

Dial-in only: 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 MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Tyler Stevens
Trustee Katharine Guthrie

Town Manager

Angie Sprang

Town Clerk

Nathan Scott

Board Members Absent

Trustee Chris Quinn

Town Attorney

Public Works

Marshal's Dept.

Virgil Hodges

REGULAR MEETING:

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE

Mayor Newberry called the meeting to order at 7:01 pm. The Pledge of Allegiance was recited, and roll was taken.

2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA

Ms. Sprang recommended items 3.c and 5.b be removed from the agenda. Mayor Newberry motioned to remove those items from the agenda and add an item 7.b for Discussion about Planning Committee appointment process. Trustee Peterson seconded. Vote: all ayes, motion passed.

3. CONSENT AGENDA

- a. Approve Board of Trustees Meeting Minutes from April 7, 2020 and April 30, 2020
- b. Bring into record Accounts Payables for April 8, 2020 – May 4, 2020

Town Clerk verbally added the following accounts payable entries for approval:

- Fromm & Company – accounting firm, \$1,500

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- CEBT – two months of health benefits, \$12,352.80
- Waste Management – two months of service, \$205.64
- Pinnacle Assurance – Workmen’s Comp, \$1,054
- Colorado Springs Gazette - \$4.51
- Wilson & Company – Flood restoration, \$890

~~c. Special Events Permit, Approval of Additional Pyrotechnics Show for Annual July 4th Block Party, Event Manager Green Box Arts, Contract between GMF and Green Box Arts~~

Mayor Newberry motioned to approve the consent agenda. Trustee Loo seconded. Vote: all ayes, motion passed.

4. NEW BUSINESS

- a. GMF Healthy Forest Funding Request, Rocco Blasi, Fire Mitigation Committee

Presentation by Mr. Rocco Blasi, Trail Committee Chairman. He is asking Town to commit to spend the \$5,000 budgeted for fire mitigation in order to benefit from the matching funds grant opportunity, which will pay for CUSP and SWIFT fire mitigation work. Mr. Blasi gave a summary of the wildfire threat to the Town and Ms. Sprang said that the \$5,000 in the budget can be spent regardless of the Kirkpatrick Healthy Forest grant approval, which will be decided May 19. Discussion about additional funding sources and the timeline of work commenced.

Mayor Newberry motioned to approve the allocation of the \$5,000 for fire mitigation, pending legal review and approval by Town attorneys of the arrangement with the CUSP/SWIFT crews. Trustee Guthrie seconded. Vote: all ayes, motion passed.

- b. Consideration of Blue Moose Liquor License Renewal

Mayor Newberry asked for any findings about this renewal application. Marshal responded that they had COVID-19 challenges but worked with him to resolve.

Mayor Newberry convenes Local Liquor Licensing Authority (LLLA) meeting at 7:35pm and asks for public comment. No public comment, but Trustee Guthrie asks about status of revocable permit payment. Ms. Sprang did not know offhand, but all revocables are currently under review. Mayor Newberry states that Liquor License approval should not hinge on the revocable permit status. Mayor Newberry motions to adjourn the LLLA meeting @7:37. Trustee Guthrie seconds. Vote: all ayes, motion passes.

Mayor Newberry motions to approve the Blue Moose Liquor License renewal. Trustee Loo seconds. Vote: all ayes, motion passed.

5. OLD BUSINESS

- a. “Safer at Home” Governors Order: An update on the COVID-19 Response

Ms. Sprang gave a brief update of current government plan to reopen. Material from website “Whitehouse.gov/openingamerica/#criteria” was referenced. She summarized the Safer at Home order. Trustee Peterson stressed the maximum of 10 people in offices and encouraged everyone to take this seriously. Discussion commenced about Town summer events being

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affected. Next governor order will reflect the data at the end of May and provide further guidance for the Town.

Mayor Newberry asks the Board if there is comfort in deferring to the Town Manager's decision on whether or not to open the pool. All Board members expressed confidence in Ms. Sprang's decision regarding this decision.

~~b. Executive Session: Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters~~

6. PUBLIC INPUT: 3 Minutes per speaker

Liz Ives (10790 Florence Ave., GMF): 1st question about variances requested by Teller and El Paso Counties. Is that happening? Ms. Sprang – we will know and act accordingly. 2nd question – can the piles of rock, dirt, and other materials be removed? Ms. Sprang can give her an update on when that can be removed.

Jamie and Casey Havig (6740 Boulder St.): Hiker parking and traffic concerns. Cars have blocked street, there is litter coming down from the trail above. Ms. Sprang suggests contacting the Marshal when issues are occurring. Marshal: has adjusted hours to patrol, our hiker and traffic volume is really high and hard to enforce. Havigs: Is a gate at the end of the road a possibility? Mayor: no, but we are working on a resident parking program. Ms. Sprang: we may have a grant for parking and wayfinding signage plan.

Paula Hein (6715 Boulder St.): Is a bigger sign possible at the end of the street? Ms. Sprang: can't put a "deliveries only" sign on a public road. Marshal: Town needs to add enforceable ordinances in order to add signage.

Steve Eddy (6720 Boulder St.): Agree with all complaints. Best idea is the grant for residential parking and signage plan. Concern with relationship b/t Town and Trails Committee. Mistake is the location of the trail head on a dead-end street. Town should use any means necessary to discourage traffic. Mr. Blasi summarized the role of the Trail Committee and invited all to the next meeting.

7. CORRESPONDENCE

- a. ZoZo Group – Outreach on behalf of CDOT regarding upcoming US Route 24 construction.

Discussion: Michelle Peulen presentation of the power point included in the packet. Paving of US 24 from Manitou Springs to Cascade. Work to begin in mid-May. Last resurfacing was 2004.

- b. Added to agenda – Discussion about Planning Committee appointment process.

Mayor Newberry: discuss letter regarding Planning Commission appointments. Planning Commission did not discuss applications at last meeting, so the process needs to start over and be discussed publicly at PC. Request to Ms. Sprang to send out a letter to all boards and committees reminding everyone about sunshine laws.

8. REPORTS

- a. Trustees

Trustee Peterson: comment – thanks to staff for all the behind the scenes work.

Trustee Guthrie: no report – thanks to staff.

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Trustee Loo: no report – comment about dog licenses: idea to add the message to signs next to dog containers (along with leash logs).

b. Marshal

Marshal Hodges summarized the written report.

c. Town Manager

Nothing in addition to submitted report.

9. ADJOURN

Mayor Newberry adjourned the meeting at 8:42pm.

Town of Green Mountain Falls

Vendor Invoices Journal

from May 05, 2020 to May 29, 2020

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Amount	Ref Total
1-00-00-2000 General-Accounts Payable							
05/05/2020	40	Hoffman	Hoffman, Parker, Wilson & Carberry	1-20-02-5114	General-Interdepartmental-Operations-Services - Town Attorney	760.50	760.50
05/05/2020	MultiAccts	blackhills	Black Hills Energy	1-10-03-5201	General-Administration-Utilities-Utilities - Natural Gas	36.93	
05/05/2020	MultiAccts	blackhills	Black Hills Energy	1-40-03-5201	General-Public Safety-Utilities-Utilities - Natural Gas	38.65	
05/05/2020	MultiAccts	blackhills	Black Hills Energy	1-70-03-5201	General-Public Works-Utilities-Utilities - Natural Gas	31.77	107.35
05/05/2020	Q42019	coloradostatetr	Colorado State Treasurer	1-10-01-5011	General-Administration-Labor-Labor - State Unemployment Insurance	49.09	
05/05/2020	Q42019	coloradostatetr	Colorado State Treasurer	1-40-01-5011	General-Public Safety-Labor-Labor - State Unemployment Insurance	24.54	
05/05/2020	Q42019	coloradostatetr	Colorado State Treasurer	1-70-01-5011	General-Public Works-Labor-Labor - State Unemployment Insurance	49.09	122.72
05/06/2020	0674258-2517-0	WasteM	Waste Management	1-70-03-5205	General-Public Works-Utilities-Utilities - Trash	103.52	103.52
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	18.29	
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	139.20	
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	58.21	
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	2.79	
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5122	General-Public Works-Operations-Maintenance - Building	42.74	
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	33.86	
05/06/2020	1901099	WoodlandH&H	Woodland Hardware and Home	1-70-02-5130	General-Public Works-Operations-Supplies - Operational	12.29	307.38
05/06/2020	341832	employerscouncil	Employers Council	1-10-02-5113	General-Administration-Operations-Services - Professional	1,500.00	1,500.00
05/06/2020	MultiInvoices	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	387.70	
05/06/2020	MultiInvoices	FlairData	Flair Data Systems DBA	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	80.00	467.70
05/09/2020	672A2AF2-0009	springsit	Springs IT	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	128.00	128.00
05/11/2020	20020386	Pinnacol	Pinnacol Assurance	1-20-02-5108	General-Interdepartmental-Operations-Insurance - Workman's Comp - Board Members	3.03	
05/11/2020	20020386	Pinnacol	Pinnacol Assurance	1-40-01-5021	General-Public Safety-Labor-Labor - Workman's Comp	145.14	
05/11/2020	20020386	Pinnacol	Pinnacol Assurance	1-70-01-5021	General-Public Works-Labor-Labor - Workman's Comp	360.56	
05/11/2020	20020386	Pinnacol	Pinnacol Assurance	1-10-01-5021	General-Administration-Labor-Labor - Workman's Comp	18.27	527.00
05/13/2020	18335	lawsemergencyve	LAWs Emergency Vehicle Specialists	1-40-02-5125	General-Public Safety-Operations-Maintenance - Vehicle	204.50	204.50
05/14/2020	0035596	CEBT	CEBT	1-10-01-5020	General-Administration-Labor-Labor - Health Insurance	3,203.40	
05/14/2020	0035596	CEBT	CEBT	1-40-01-5020	General-Public Safety-Labor-Labor - Health Insurance	1,689.80	
05/14/2020	0035596	CEBT	CEBT	1-70-01-5020	General-Public Works-Labor-Labor - Health Insurance	1,685.60	6,578.80
05/15/2020	0515Payroll	kylerein	Kyle Rein	1-70-01-5001	General-Public Works-Labor-Labor - Full Time	1,076.96	1,076.96
05/19/2020	21400068	zoomvideocommun	Zoom Video Communications Inc	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	32.42	32.42
05/23/2020	ADB105907356	adobeinc	Adobe Inc.	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	611.64	611.64
05/27/2020	05032020	comcastbusiness	Comcast Business	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	99.90	
05/27/2020	05032020	comcastbusiness	Comcast Business	1-40-03-5202	General-Public Safety-Utilities-Utilities - Telephone/Internet	49.95	149.85
05/27/2020	05202020invoice	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	122.51	
05/27/2020	05202020invoice	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	44.45	
05/27/2020	05202020invoice	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	6.44	
05/27/2020	05202020invoice	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	2.70	
05/27/2020	05202020invoice	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	250.00	426.10
05/28/2020	17345	springsit	Springs IT	1-20-02-5110	General-Interdepartmental-Operations-Services - IT	240.00	240.00
05/28/2020	GazeboRefund	sheyennebates	Sheyenne Bates	1-10-00-4401	General-Administration-Gazebo - Rentals	200.00	200.00
05/28/2020	GazeboRefund	amandaloera	Amanda Loera	1-10-00-4401	General-Administration-Gazebo - Rentals	200.00	200.00
05/29/2020	GazeboRefund	henrycastrodad	Henry Castrodad	1-10-00-4401	General-Administration-Gazebo - Rentals	200.00	200.00
05/29/2020	GazeboRefund	janahutto	Jana Hutto	1-10-00-4401	General-Administration-Gazebo - Rentals	200.00	200.00

Town of Green Mountain Falls

Vendor Invoices Journal

from May 05, 2020 to May 29, 2020

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Amount	Ref Total
Total For 1-00-00-2000 General-Accounts Payable							14,144.44

Nathan Scott

Nathan Scott, Town Clerk/Treasurer

Angie Sprang, Town Manager

Agreement For Services

This Agreement ("Agreement") is made and entered into this 4th day of May, 2020 by and between Green Box Arts ("Green Box "), and Tri-State Fireworks, Inc., ("Contractor").

WHEREAS, Green Box desires to retain Contractor to perform Services set forth in this Agreement; and

Whereas, Contractor desires to provide those services to Green Box.

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

- 1. Services.** Green Box agrees to retain Contractor to provide proximate fireworks display. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the services on the terms and conditions set forth herein.
- 2. Compensation.** Green Box agrees to pay Contractor a sum of Twenty Thousand Dollars (\$20,000). Green Box shall pay one half (1/2) of the total contract price \$10,000 ("Initial Payment") by May 8, 2020. Balance is due July 4, 2020.
- 3. License and Permits.** Contractor shall obtain federal and state licenses required to execute the pyrotechnic display contemplated herein. Green Box shall pay all fire department fees associated with the execution of the pyrotechnic display. Contractor shall provide information; proof of insurance in accordance with paragraph six below, and other items required by the licensing authorities for issuance of such fire department permit.
- 4. Term.** The Term of this Agreement shall be for one July 4, 2020, proximate fireworks display at Green Mountain Falls, unless extended by written agreement of the parties.
- 5. Independent Contractor.** The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of Green Box. Contractor is not entitled to workers' compensation benefits from Green Box and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

6. Insurance Requirements.

A. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming Green Box, and others requested by Green Box as additional insured against any liability for personal injury, bodily injury, or death rising out of the performance of the services with at least Two Million Dollars (\$2,000,000) general aggregate and One Million Dollars (\$1,000,000) each occurrence. Excess/Umbrella Liability with at least Four Million Dollars (\$4,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

B. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming Green Box as additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). Excess/Umbrella Liability with at least Four Million Dollars (\$4,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

C. Terms of Insurance. Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Report" and may provide for deductible amounts as Contractor deems reasonable for the Services. Contractor shall not do or permit to be done anything that shall invalidate the policy.

(i) Contractor shall deliver Green Box certificate(s) of insurance evidencing the insurance required pursuant to this Agreement, and naming Green Box, their respective instrumentalities, corporations, shareholders, trustees, officers, employees and agents as additional insureds on all policies except Workers' Compensation and Employers' Liability (see Exhibit B). Such insurance may not be canceled, amended or permitted to lapse except upon a minimum of thirty (30) days' prior written notice to Green Box. Failure to provide the required valid certificate(s) of insurance at least seven (7) days prior to the commencement of Contractor's services is grounds for immediate cancellation of this Agreement.

(ii) Contractor agrees to have its insurance companies issuing insurance required under this Agreement to waive any rights of subrogation that such companies may have against Green Box. Contractor's insurance policies shall contain coverage or

an endorsement containing an express waiver of any right of subrogation by the insurance company against Green Box.

(iii) The policies described in subparagraphs A and B above shall be for the mutual and joint benefit and protection of Contractor, and Green Box, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage that Green Box may carry.

D. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. Workers Compensation insurance in the amount of \$500,000 each accident.

E. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish Green Box under certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that Green Box shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

7. Indemnification. Contractor hereby covenants and agrees to Indemnify, save, and hold harmless Green Box from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any breach of contract or negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

9. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

10. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

11. Postponement/Cancellation. Prior to the scheduled display date, It is agreed that Green Box may request postponement of the pyrotechnic display to a mutually agreed upon future date within the 2020 calendar year. In the event the display cannot be postponed to the alternate date, Contractor shall have the

right to retain Initial Payment for expenses incurred . It is agreed and understood by and between the parties hereto that Contractor shall have sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event Contractor should determine that the weather conditions are such that an unsafe or hazardous condition may exist, Contractor shall have the exclusive right and option to postpone the starting time of the display and/ or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative, mutually agreed upon, inclement weather date. As a part of the authority stated hereunder, Contractor reserves the right to prematurely end or place a hold on the continuance of the display in progress so as not to create unsafe or hazardous situations. In the event the display cannot be postponed to the alternate date, Contractor shall have the right to retain the Initial Payment for expenses incurred and services rendered.

Tri-State Fireworks, Inc.

By: _____

Date: 5-5-2020

Green Box Arts

By: Christine D. Budick

Date: 5-5-20

AGREEMENT FOR PYROTECHNICS DISPLAY

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 5th day of May, 2020, by and between the Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), Green Box Arts Project, a Colorado Nonprofit Corporation with a principal place of business at 6990 Lake Street, Green Mountain Falls, CO 80819 and phone number of 405 767-3702 ("Green Box") and Tri-State Fireworks, Inc., an independent Tri-State with a principal place of business at 153 S 4th Ave, Brighton, CO 80601 and phone number of _____ ("Tri-State") (collectively the "Parties").

WHEREAS, Green Box is the holder of a special event permit issued by the Town of Green Mountain Falls for a July 4, 2020 celebration;

WHEREAS, Green Box desires to include a close proximity pyrotechnic display (the "Event") as part of its July 4, 2020 celebration as generally described in **Exhibit A** attached hereto;

WHEREAS, Tri-State has contracted with Green Box to provide the Event and the Town desires to ensure that Green Box and Tri-State conduct the Event in a safe and professional manner; and

WHEREAS, the Parties desire to set forth the terms and conditions pursuant to which the Event may occur.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. OBLIGATIONS OF GREEN BOX AND TRI-STATE

A. Green Box and Tri-State shall provide the Town with a detailed plan for the Event, including without limitation, the location, start time, duration, set up and break down schedule, fire safety plan, traffic and crowd control plan, security, and clean-up plan. Green Box and Tri-State shall provide all information requested by the Town related to the Event at least thirty (30) days prior to the Event. All aspects of the plan shall be subject to Town approval, which the Town may withhold or condition at the Town's sole discretion.

B. Green Box and Tri-State shall comply with all federal, state, and local laws, rules, and regulations for the Event.

C. Green Box and Tri-State shall comply with all requirements set forth in the Green Box special use permit and any additional requirements imposed by the Town regarding the Pyrotechnic performance, including without limitation, hours of display, crowd control, fire safety, traffic management, waste disposal, and security.

II. PAYMENT

All payments to Tri-State shall be as separately agreed upon between Green Box and Tri-State; provided that the Town shall have no payment obligations whatsoever.

III. PROFESSIONAL RESPONSIBILITY

A. Tri-State hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Tri-State shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Tri-State hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IV. INSURANCE

A. Tri-State agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Tri-State pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Tri-State shall procure and maintain, and shall cause any subcontractor of Tri-State to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this Paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. 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.

3. Excess Liability insurance with minimum combined single limits of four million dollars (\$4,000,000) each occurrence and four million dollars (\$4,000,000) general aggregate.

C. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Tri-State. Tri-State shall be solely responsible for any deductible losses under any policy.

D. Tri-State shall provide to the Town a certificate of insurance, completed by Tri-State's insurance agent, as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

E. Failure on the part of Tri-State to procure or maintain the insurance required herein shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Tri-State to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Tri-State from the Town.

F. Tri-State waives all rights of subrogation against the Town and its insurers to the fullest extent allowed by law and to the extent it will not invalidate any insurance policy maintained by Tri-State. If the insurer of Tri-State does not permit such a waiver without an appropriate endorsement to its insurance policy, Tri-State covenants and agrees to notify its insurer of the waiver set forth herein and to secure an appropriate endorsement to its insurance policy concerning such waiver.

V. INDEMNIFICATION

Tri-State agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Tri-State, any subcontractor of Tri-State, or any officer, employee, representative, or agent of Tri-State, or which arise out of a worker's compensation claim of any employee of Tri-State or of any employee of any subcontractor of Tri-State. Tri-State's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Tri-State, any subcontractor of Tri-State, or any officer, employee, representative, or agent of Tri-State or of any subcontractor of Tri-State.

VI. 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 and any attached exhibits constitute the entire Agreement between Tri-State and the Town, superseding all prior oral or written communications.

- D. Third Parties. There are no intended third-party beneficiaries to this Agreement.
- E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.
- F. 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.
- G. Modification. This Agreement may only be modified upon written agreement of the Parties.
- H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.
- I. 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 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.*, as amended, or otherwise available to the Town and its officers or employees.
- J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are 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.

[Remainder of page intentionally blank. Signatures on following page.]

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

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

ATTEST:

Office of the Town Clerk

GREEN BOX ARTS PROJECT

By: Christine D. Burdett

STATE OF Oklahoma
COLORADO)
COUNTY OF Oklahoma) ss.

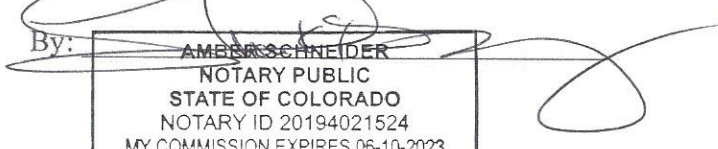
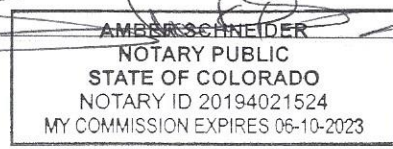
The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this 5th day of May, 2020 by Christine D. Burdett, as Director of Green Box Arts Project.

My commission expires:
 KATHY MCCORD
Notary Public
State of Oklahoma
Commission # 16007473 Expires 08/03/20

Kathy McCord
Notary Public

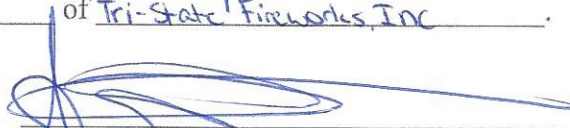
TRI-STATE FIREWORKS, INC.

STATE OF COLORADO)
COUNTY OF Adams) ss.

By: 
 AMBER SCHNEIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194021524
MY COMMISSION EXPIRES 06-10-2023

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this 8th day of May, 2020 by Sharon Dermody, as Vice President of Tri-State Fireworks, Inc.

My commission expires: 6-10-2023
(SEAL)


Notary Public

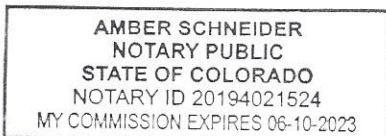
 AMBER SCHNEIDER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194021524
MY COMMISSION EXPIRES 06-10-2023

EXHIBIT A

Close Proximity Pyrotechnics provide technologies in audience safety, shooter safety, and property safety.

“Close Proximity Pyrotechnics” describes products that have been specifically engineered for use *close to audiences and structures*. They are being used extensively in theme parks, music concerts, and indoor venues. And they are being used with great safety and control, because of their precise and predictable performance. Since they are designed for firing close to audiences, they are much more entertaining, while using only a small fraction of the explosives of conventional fireworks.

Close proximity pyrotechnics are not classified as ‘fireworks’. Our products are classified by the U.S. Department of Transportation as “Articles, Pyrotechnic, UN# 0431”. All items comply with recommendations of NFPA 1126. They are designed to be used in distance-restricted areas where traditional display fireworks cannot be used.

Close Proximity Pyrotechnics are much smaller than conventional fireworks. Each product has been engineered to precise specifications to control force of lift, height of lift, spread of breaks, distance of horizontal travel, and amounts of ‘fallout’.

This is a precision technology. Unlike conventional fireworks, *each component in a close proximity device is manufactured to exact dimensions, weight, and explosive force*. Powder charges are carefully weighed to tolerances within hundredths of a gram. Component sizes are controlled to within thousandths of an inch. Flight distances and break diameters are controlled tightly within ranges of a few feet. *ALL EXPLOSIVE COMPONENTS are manufactured in the United States*.

Close proximity pyrotechnics have a special characteristic that fire officials especially enjoy – they produce almost no fallout. A few devices like aerial shells still produce small amounts of paper litter after firing. But in *all cases, ALL paper components in our close proximity effects are fire-retardant*, so that NO burning debris falls from any device. In most cases, our effects actually produce *NO fallout*. The only debris from firing is the flame-retardant paper caps from the launch tubes, which travel upward only a few feet, and which typically fall back to within ten feet of the launch tube. All aerial effects are engineered so that components intended to burn in the air (like stars from a shell) are totally consumed in the air.

PROPERTY OWNER COST SHARE AGREEMENT



Box 726
 40 Cherokee Ave
 Lake George, Colorado 80827
 T 719.748.0033 F 719.302.2852
 E michelle@cusp.ws



Date: 4/23/2020

Attention: ~~Julia Simmons~~ & Angie Sprang

Project title: Green Mountain Falls- Fuels Reduction

Project description: Thomas Trail

Name: Town of Green Mountain Falls

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

Mailing Address: P.O. Box 524

10615 Unit B – Green Mountain Falls Rd

Green Mountain Falls, CO 80819

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

Phone: 719-684-9414

1. COST SHARE BUDGET

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

THIS AGREEMENT is made on ___05/05/2020___

BETWEEN

1. The Town of Green Mountain Falls (the "Property Owners"); and
2. **The Coalition for the Upper South Platte ("CUSP"), a Colorado 501(c) 3 not-for-profit organization of Colorado, USA**, collectively referred to as the "Parties".

1.1 RECITALS

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

1.2 SERVICES

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

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

The Property Owner agrees to:

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

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

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



3. Contractor -

State Wildland Inmate Fire Team (SWIFT), Canon City

2. INSURANCE / COMPLIANCE WITH THE LAW

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

Workers' Compensation/ Employer's Liability

Not less than that required by statute

Comprehensive General Liability (including blanket contractual liability insurance):

Bodily Injury	\$ 500,000 each person; \$1,000,000 each occurrence
Property damage	\$ 600,000
General aggregate	\$ 2,000,000

Comprehensive Automobile Liability

Bodily Injury	\$ 500,000 each person; \$1,000,000 each occurrence
Property damage	\$ 600,000

3. INDEMNIFICATION

CUSP agrees to indemnify and hold harmless the Property Owner and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of CUSP, any subcontractor of CUSP, or any officer, employee, representative, or agent of CUSP, or which arise out of any worker's compensation claim of any employee of CUSP or of any employee of any subcontractor of CUSP. CUSP's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to CUSP, any subcontractor of Contractor, or any officer, employee, representative, or agent of CUSP or of any subcontractor of CUSP.



4. PAYMENT TERMS

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

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

1. Check sent or delivered to:

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

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

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

5. GENERAL TERMS

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

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

6. NOTICES

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

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

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

7. MISCELLANEOUS

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

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

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

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

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

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

7.7. Governmental Immunity. Property Owner, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Property Owner and its officers or employees.

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

8. ATTACHMENTS

Scope of Work with map are included with this document

9. SIGNATURES

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

Property Owner (s) / Legal Representative

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

Signature: Angie Sprang Date: 05/15/2020

Name: _____

Signature: _____ Date: _____

For the Coalition for the Upper South Platte

Name: **Michelle Connelly**

Signature: Michelle Connelly Date: 05/21/2020

Attachments –

Scope of Work / Task Order

Property location: Thomas Trail

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

Total acres: 25

Acres to be treated: TBD

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

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

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

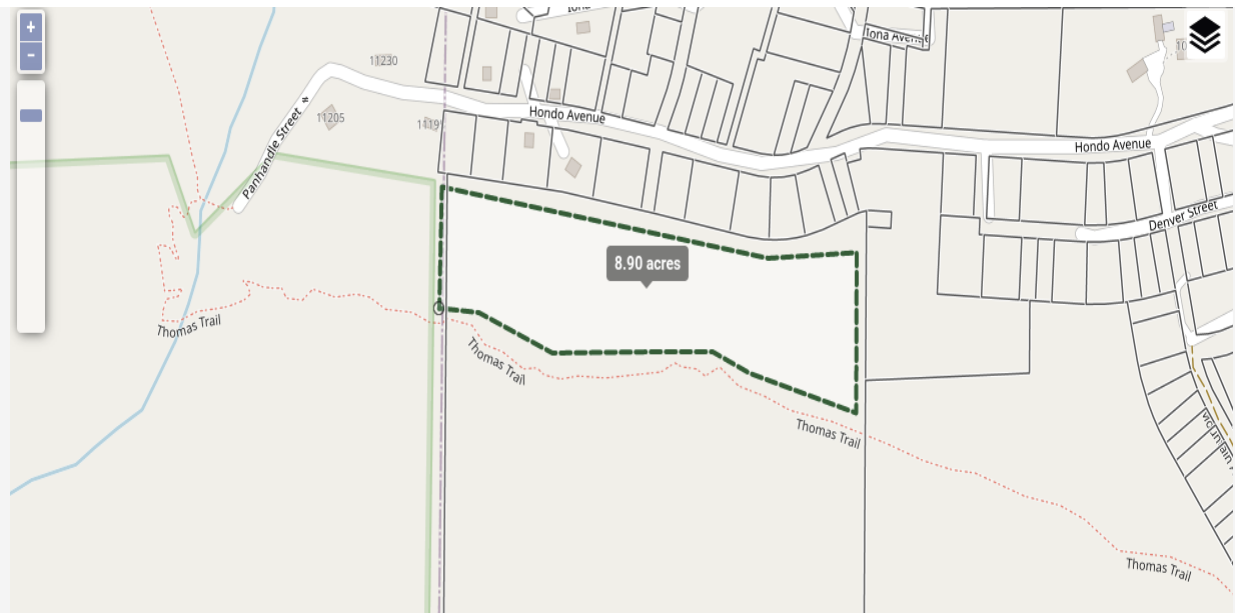
Trees that show signs of mistletoe infestation will be targeted for removal. In areas where removing all mistletoe infested trees is not feasible, trees will be removed to create spacing around infested trees so that mistletoe cannot spread to healthy trees.

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

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

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

Maps and pictures:



Property Owner Signature:

I agree to the management proposed within Scope of Work

Angie Sprang (Property Owner or Representative)

05/15/2020 (Date)

- Locate and store tools, supplies, equipment requisite to field work. Initial and date, if different from original signature date: Initial PAS Date 5-20-2020

- Volunteer Projects <<Describe in space below or attach Scope of Work>> Initial and date, if different from original signature date: Initial PAS Date 5-20-20

X Forest Health Projects <<Describe in space below or attach Scope of Work>> Initial and date, if different from original signature date: Initial PAS Date 5-20-20

- Other Projects <<Describe in space below or attach Scope of Work>> Initial and date, if different from original signature date: Initial PAS Date 5-20-20

4. Commencement of Work. Work by CUSP and/or its contractors is expected to commence on or about the Effective Date, but is subject to change due to contractor scheduling, weather conditions, and other factors. CUSP will provide notice to Licensor when work is about to commence. Please provide best number for notifications below:

Phone and/or email for notification: **Angie Sprang: 719-684-9414 ext. 5**
manager@gmfcu.us

5. No License Fee. This license is granted at no cost to CUSP.

B. Release of Liability. CUSP hereby releases the Licensor from all liability or responsibility for injury that the Licensees (CUSP and contractors or consultants) may suffer as a result of or in connection with entering upon the Property (except as limited in paragraph C, below). CUSP and its contractors maintain minimum insurance as follows:

Insurance Limits of Liability

Workers' Compensation/Employer's Liability:	Not less than that required by statute
Comprehensive General Liability (including blanket contractual liability insurance):	
Bodily Injury	\$ 500,000 each person/\$1,000,000 each occurrence
Property damage	\$ 600,000
Comprehensive Automobile Liability:	
Bodily Injury	\$ 500,000 each person/\$1,000,000 each occurrence
Property damage	\$ 600,000

3. **Legal Authority.** The Licensor warrants he/she/it possesses the legal authority to enter into this License and has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this License and to bind the Licensor to its terms. The person(s) executing this License on behalf of the Licensor warrant(s) that such person(s) have full authorization to execute this License.

4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of CUSP. Any unauthorized assignment shall be void. CUSP shall have the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor's assignment or sublicense in violation of this section.

5. **Binding effect.** This License is binding upon the heirs, personal representatives, successors, and permitted assigns of both parties.

6. **Entire Agreement.** This License including the exhibits incorporated herein by reference constitutes the entire agreement between the parties, and supersedes any previous contracts, understandings, or agreements of the parties, whether verbal or written, concerning the subject matter of this License.

7. **Amendment.** No modification or amendment to this License shall be valid unless it is made in a writing signed by the authorized representatives of the parties.

8. **Waiver.** The waiver by either party of a breach or violation of any provision of this License shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

9. **Governmental Immunity.** Licensor, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Licensor and its officers or employees. 7.8. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Licensor not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Licensor hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By: 

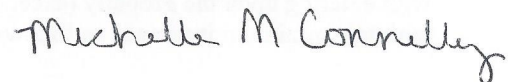
Print Name & Title:

Angie Sprang, Town Mgr.

Date:

5-20-2020

For CUSP:

By: 

Print Name & Title:

Michelle M Connelly
Operations Director

Date:

5-21-2020



Town of Green Mountain Falls
P.O. Box 524
10615 Green Mountain Falls Road
Green Mountain Falls, CO 80863

Tuesday, June 2, 2020

Clay Brown
Regional Manager
Department of Local Affairs
15220 South Golden Road
Golden, CO 80401

Re: 25k DOLA Administrative Grant Request, GMF Planning Code Re-write

Dear Clay Brown,

The Town of Green Mountain Falls (GMF) respectfully requests a DOLA Administrative Grant Award in the amount of \$25,000, for a planning code re-write.

In 2019, the Town went through a DOLA funded Comprehensive Planning process resulting in the 2019 Comprehensive Plan document. In 2020, we increased our planning fee schedule, and our professional Planner's hours to 30 hours per week. In order to improve the offering and quality of planning services for our Citizens, attract commerce, promote appropriate growth, and support the infrastructure needs outlined in our 2019 Comprehensive Plan, the Board of Trustees and Town Staff would like to update our planning code in 2020.

GMF's current code was established in the early 1990s or prior; there is some discrepancy as to when because of a fire at Town Hall in 2012. Since the current code was established, some piecemeal updates have occurred. Our current planning code contains considerable inconsistencies and contradictory statements, which need correction if we are to meet goals outlined in our 2019 Comprehensive Plan. Completing a comprehensive planning code re-write process, which considers goals outlined in our Comp Plan and involves community outreach, will ensure GMF is set up for future success, and will correct inconsistencies in the current code.

Additionally, the Town secured \$25,000 in matching funds through a recent grant award from the Kirkpatrick Family Fund. The \$50k total project estimate will secure the services of Nina Williams, Attorney at Law, with Murray, Dahl, Beery, & Renaud, LLP, who will work in conjunction with Town Staff to complete the rewrite, cover legal fees, and initiate appropriate community outreach.

Respectfully,

Jane Newberry
Mayor, Green Mountain Falls

**INTERGOVERNMENTAL AGREEMENT
CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS**

THIS INTERGOVERNMENTAL AGREEMENT – CARES ACT LOCAL GOVERNMENT DISTRIBUTIONS (the “Agreement”), dated for reference purposes only this ____ day of May, 2020, is made by and between the COUNTY OF EL PASO, STATE OF COLORADO, a body politic and corporate (the “County”) and the TOWN OF GREEN MOUNTAIN FALLS, STATE OF COLORADO a quasi-municipal corporation and political subdivision of the State of Colorado] (the “Local Government”). The County and the Local Government shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

I. RECITALS

- A. On March 11, 2020, the World Health Organization declared the COVID-19 outbreak as a pandemic; and
- B. On March 11, 2020, the Governor of the State of Colorado, Jared Polis, declared a State of Emergency by and through a verbal order and subsequent written Executive Order D 2020 003, allowing subsequent State emergency rulemaking regarding specific industries; and
- C. On March 13, 2020, the President of the United States declared the COVID-19 outbreak a national emergency; and
- D. On March 14, 2020, pursuant to C.R.S. § 24-33.5-709(1), El Paso County Chairman Mark Waller issued a Local Disaster Declaration; and
- E. On March 19, 2020, El Paso County Board of County Commissioners ratified the Local Disaster Declaration for a period of 30 days; and
- F. On March 28, 2020, President Trump approved Colorado’s Disaster Declaration; and
- G. On April 14, 2020, El Paso County adopted a Resolution extending its previously issued Local Disaster Declaration for an additional 30 days; and
- H. On May 12, 2020, El Paso County adopted a Resolution extending its previously issued Local Disaster Declaration for an additional period of time, up to and including, December 31, 2020; and
- I. The effect of a declaration of local disaster emergency is to activate the response and recovery aspects of any and all applicable local and interjurisdictional disaster and emergency plans and to authorize the furnishing of aid and assistance under such plans, as set forth in C.R.S. § 24-33.5-709(2); and
- J. The conditions that spurred the local disaster emergency declaration have not abated, as the virus continues to spread within the community and the virus has

created a myriad of economic distresses and unanticipated costs in American society to individuals and families, to businesses, and to state and local governments addressing the pandemic's effects; and

- K. On March 27, 2020, the United States Congress adopted the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, Div. A, Title V (the "CARES Act"), which established a \$150 billion Coronavirus Relief Fund (the "Fund"); and
- L. Pursuant to the CARES Act, the United States Treasury ("Treasury") will make payments from the Fund to States and eligible units of local government; and
- M. El Paso County has a population in excess of 500,000 people and therefore is an eligible unit of local government under the CARES Act, and, as a result, the County may request direct payments from the Treasury of its portion of the Fund; and
- N. El Paso County elected to request direct payment of its share of the Fund from the Treasury on April 15, 2020; and
- O. On April 23, 2020, El Paso County received its CARES Act Funds from the Treasury; and
- P. Pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, as amended, the Local Government and the County have the authority to enter into intergovernmental agreements and authorizes governments to cooperate by contracting with one another for their mutual benefit; and
- Q. The Local Government and the County are governmental entities, each with authority to provide resources and services to citizens contemplated under the CARES Act as a result of public health emergencies within their respective boundaries; and
- R. On May 5, 2020, County voted to disburse to the Local Government a portion of the CARES Act Fund pursuant and subject to the terms of this Agreement, as noted in Exhibit A.

II. AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. The County's Funding. The County has requested and received its share of the Fund from the Treasury pursuant to the CARES Act. The County desires to distribute to local governments within El Paso County a portion of the Fund as more particularly set forth herein.

2. The Local Government's Share of the Fund. The County and the Local Government hereby agree that the Local Government's share of the Fund shall be \$68,413.00 (the "Local Fund Distribution Amount").

3. Fund Distribution. Within 10 calendar days of receipt of a fully executed Agreement and wiring instructions from the Local Government or other mutually agreeable instructions for distribution of the funds, the County will disburse the Local Fund Distribution Amount to the Local Government. The Local Government shall coordinate wiring instructions with the El Paso County Treasurer's Office. This Agreement affects only the Local Fund Distribution Amount; no El Paso County funds shall be encumbered or involved in this Agreement.

4. The Local Government's Obligation. By signing this Agreement, the Local Government hereby certifies that the Local Fund Distribution Amount will be used by the Local Government only to cover those costs and expenses that are eligible expenses in compliance with the CARES Act and:

- a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- b. were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and
- c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (collectively, "Eligible Expenses").

5. Use of Funds and Reporting.

- a. Use of Funds. On or before December 30, 2020, the Local Government shall use the Local Fund Distribution Amount for Eligible Expenses in accordance with local, state and federal law, including all current and future Treasury guidance relating to the CARES Act. Because the CARES Act is recent legislation, the Parties anticipate that additional federal legislation, rules, and regulations may be promulgated regarding the expenditure and accounting requirements. All such laws, regulations, and guidance shall be collectively referred to as the "Cares Act Requirements". Further, as detailed in in Section 5.e below, the Local Government agrees to return to the County by September 1, 2020, any amount it reasonably anticipates will be unused as of December 30, 2020, and it agrees to return to the federal government all unused amounts of the Local Fund Distribution Amount in its possession as of December 30, 2020.
- b. Expenditures and Accounting. The CARES Act imposes expenditure and accounting obligations upon local governments receiving CARES Act funds. The Local Government is responsible for ensuring that it spends,

documents, and accounts for its portion of the CARES Act Fund received from the County in strict compliance with the CARES Act Requirements. Further, to the extent permitted by the CARES Act, if the Local Government distributes CARES Act Funds to a separate entity, enterprise, agency, or any other public, private, or non-profit entity ("Third-Party"), Local Government is responsible for itself and Third-Party meeting all Cares Act Requirements and the provisions in this Agreement. The Local Government agrees to familiarize itself with all provisions of the CARES Act Requirements:

The Local Government shall:

- 1) maintain an effective system of internal fiscal control and accountability for all CARES Act Funds and property acquired or improved with CARES Act Funds, and make sure the same are used solely for authorized purposes.
- 2) keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- 3) maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- 4) permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or Federal Government at any time during normal business hours and as often as necessary.
- 5) inform the County concerning any funds allocated to the Local Government, that the Subrecipient anticipates will not be expended during the term of this Agreement and permit the reassignment of the same by the County to other Subrecipients.
- 6) maintain complete records concerning the receipt and use of all CARES Act Funds.

c. Reporting. The Parties anticipate that the Office of Inspector General ("OIG") will audit the use of CARES Act Funds beginning in January 2021, or thereafter. In anticipation of the upcoming audit, the Local Government agrees to provide to the County, regular reporting of its use of the Local Fund Distribution Amount, including the following minimum requirements:

- 1) Beginning June 20, 2020, on or before the 20th of each month, the Local Government will provide a monthly accounting of funds spent and provide all related documentation to the County, accounting for all funds spent through the prior month.
- 2) On or before January 20, 2021, the Local Government shall review its records and ensure that the submitted records contain a complete record of all expenditures from the Local Fund Distribution

Amount, including, but not limited to, date of expenditure, amount, vendor, description of expense, explanation of expense's connection to COVID-19.

3) The County will monitor the performance of the Local Government against activities, goals and performance standards as required in the CARES Act and US Treasury requirements. In-house report monitoring will be conducted. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Local Government within a reasonable period of time after being notified by the County, suspension or termination procedures will be initiated.

4) If the federal government imposes additional documentation requirements on the County, the Local Government agrees to timely provide to the County all information and documentation necessary for the County's compliance with such requirements as related to the Local Fund Distribution Amount. The Local Government acknowledges and agrees that the expenses submitted will only be submitted for CARES Act funding and will not be submitted for reimbursement or as expenses under any other federal government program, including but not limited to FEMA or another aid program regardless its source.

5) None of the reporting requirements herein are intended to shift the responsibility of the Local Government for ensuring that each dollar of its Local Fund Distribution Amount is spent in compliance with CARES Act Guidance. The County will monitor the Local Government's spending and requires the above reporting to ensure the County has sufficient documentation for the OIG audit. In the event the OIG determines that the Local Government spent any amount of its Local Fund Distribution Amount on ineligible expenses, the Local Government is solely responsible for any repayment of those funds to the Treasury.

6) The County may pursue such remedies as are available to it in accordance with US Treasury Guidance, including but not limited to suspension or termination of this Agreement, if the Local Government materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

a). Failure to comply with any CARES Act Guidance, including any amendments or future guidance;

b) Failure, for any reason, of the Local Government to fulfill in a timely and proper manner its obligations under this Agreement;

c) Ineffective or improper use of funds provided under this Agreement;

d) Submission by the Local Government to the County reports that are incorrect or incomplete in any material respect; or

e) Failure to take satisfactory corrective action as directed by the County.

- d. Audit. The Local Government also agrees to fully and completely cooperate with the County and OIG in any audit of the CARES Act funding provided to the Local Government pursuant to this Agreement. The Local Government will be solely responsible for any and all audit costs, reimbursements, fines, fees, administrative costs, attorneys' fees resulting from the Local Government's alleged use of CARES Act funding for any ineligible expense. This responsibility is in place regardless of whether directly incurred by the Local Government or the County.
- e. Return of Unused Funds. The Parties acknowledge that the CARES Act requires Local Governments to return all Funds that have not been spent as of December 30, 2020. To ensure that the maximum amount of CARES Act Funds are expended by this deadline for the benefit of El Paso County residents and businesses, the Local Government agrees to work with the County to determine whether any of its Local Fund Distribution Amount will not be expended as of December 30, 2020. To ensure that the maximum amount of funds are utilized by the deadline, the Local Government agrees to return to the County the amount of its anticipated unused funds on or before September 1, 2020, so those funds may be reallocated by the County for use to fund other Eligible Expenses before December 30, 2020. Any unreturned, unused amount of the Local Government's Local Fund Distribution in the Local Government's possession as of December 30, 2020, must be returned to the Treasury per the CARES Act Guidance.
- f. Non-Compliance. In the event the Local Government fails to comply with any of the requirements of the CARES Act with respect to the Local Fund Distribution Amount, the federal government may seek reimbursement of such funds. If the federal government seeks reimbursement of all or a portion of the Local Fund Distribution Amount spent by the Local Government, the Local Government shall be solely responsible for reimbursing said funds to the federal government. In addition, in the event the federal government seeks reimbursement of funds spent by the Local Government as contemplated in this Section from the County, the County has the right, but not the obligation, to reimburse those funds to the federal government on the Local Government's behalf, and the Local Government shall reimburse the County for such expenditure within 30 calendar days of payment by the County.

6. Term. This Agreement begins on the date of full execution by the Parties to this Agreement and shall expire on June 30, 2021. The Parties, however, acknowledge all continuing performance obligations, such as identified in Section 9.g below, that may extend beyond the term of this Agreement. Local Government agrees to execute an extension of this Agreement timely and in good faith as may be necessitated.

7. Local Government Responsibility. The Local Government agrees that in the event the Local Government (or anyone acting on its behalf) fails to perform the terms of the Agreement or fails to use the Local Fund Distribution Amount in compliance with Cares Act Guidelines, the Local Government will pay for any actions, claims, lawsuits, damages, charges or judgments, including costs and reasonable attorneys' fees incurred by the County in the defense thereof. The Parties agree that this responsibility arises upon the Local Government's failure to perform under the Agreement or Cares Act Guidelines regardless of which is formally named in any claim, legal action, charge, or judgment and further agree that the responsibility serves a public purpose serving a common constituency.

8. Informational Obligations. Each Party hereto will meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or the remedies available to the Parties hereunder.

9. Miscellaneous Provisions.

a. Notice.

- 1) "Key Notices" under this Agreement are notices regarding any default, dispute, or changes in the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (2) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection a(1)(ii) or a(1)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notices shall be sent to the address or email below:

Notice to the Local Government shall be delivered to:

Email:

Notice to the County shall be delivered to:

El Paso County Administrator Amy Folsom
200 South Cascade
Colorado Springs, Colorado 80903
Email: amyfolsom@elpasoco.com

with a copy to:

El Paso County Attorney Diana K. May
200 South Cascade
Colorado Springs, Colorado 80903
Email: dianamay@elpasoco.com

Jason Jacobson, Grant Analyst
200 South Cascade
Colorado Springs, Colorado 80903
Email: JasonJacobson@elpasoco.com

2) The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Agreement, the term “electronic transmission” means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions or texts.

b. Entire Agreement. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. Local Government agrees that if the Treasury issues additional guidance, rules or regulations, Local Government will agree to those terms and execute an Amended Agreement, if necessary.

- c. Recitals. The paragraphs contained in the section entitled “Recitals,” above, are a material and integral part of this Agreement.
- d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in the District Court for El Paso County, Colorado. Should any third-party initiate action in another venue, such action does not modify the Parties’ responsibilities under this Agreement.
- e. Governmental Immunities.
 - 1) The Parties hereto intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-101, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.
 - 2) The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of both Parties, in defending such claim or suit.
- f. Modifications. No modification of this Agreement shall be effective unless agreed to in writing by the Local Government and the County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.
- g. Continued Performance. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this Agreement.
- h. Appropriation. Notwithstanding any other term, condition, or provision herein, each obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Local Government and/or the County.
- i. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

- j. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
- k. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.
- l. No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- m. Assignment. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- n. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.
- o. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly authorized and executed.

**COUNTY OF EL PASO,
STATE OF COLORADO**

By: _____
Mark Waller, Chair
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

Diana K. May, County Attorney

**TOWN OF GREEN MOUNTAIN FALLS
STATE OF COLORADO**

By: _____

Name: _____

Title: Mayor

Date: _____

Attest:

Secretary

CARES FUNDING – SHARING WITH MUNICIPALITIES

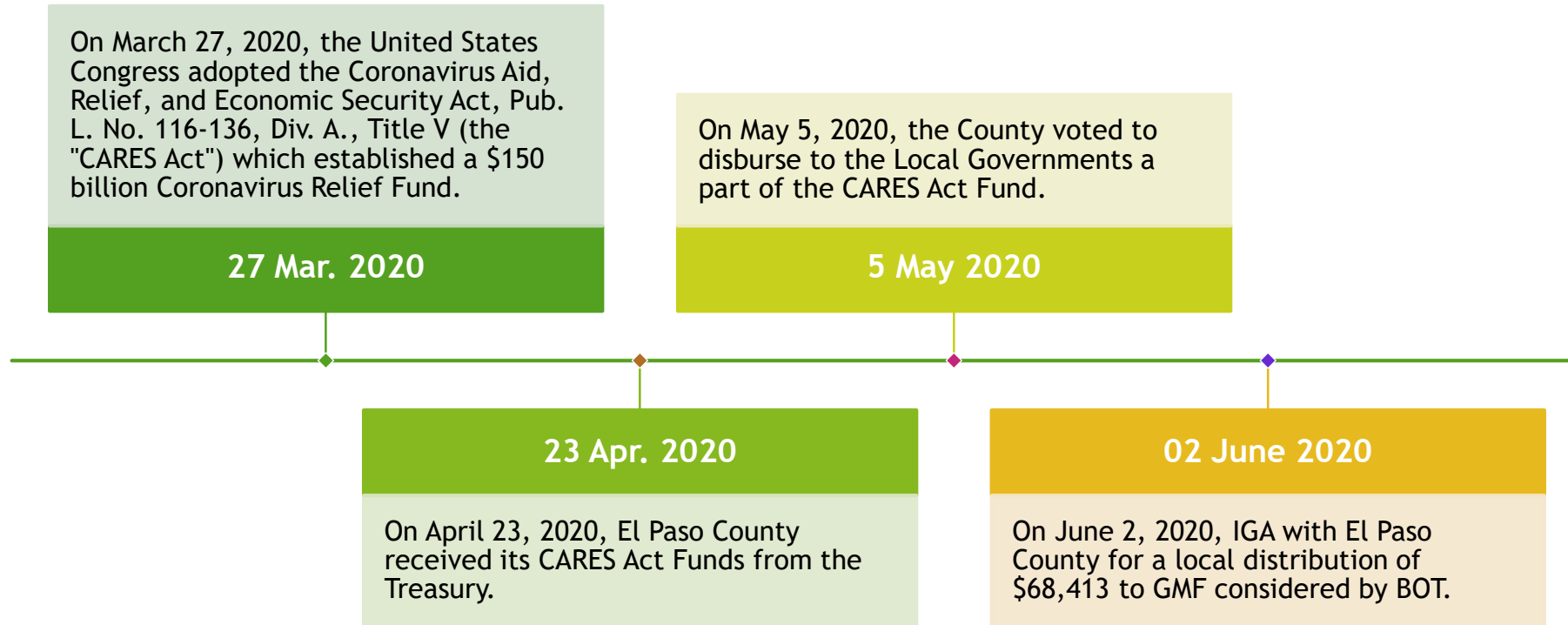
Area	2018 Population	55% Retained	45% Based on Population	Total Allocation
Calhan	831		\$65,800	\$65,800
Colorado Springs	473,928		37,526,357	37,526,357
Fountain	30,618		2,424,381	2,424,381
Green Mtn. Falls	864		68,413	68,413
Manitou Springs	5,448		431,381	431,381
Monument	6,997		554,033	554,033
Palmer Lake	2,793		221,154	221,154
Ramah	130		10,294	10,294
El Paso County	192,789	69,137,622	15,265,333	84,402,955
Total	714,398	\$69,137,622	\$56,567,146	\$125,704,768



Town of Green Mountain Falls

The CARES Act: GMF Response & Recovery Efforts

Timeline



Distributions in EPC

Area	2018 Population	55% Retained	45% Based on Population	Total Allocation
Calhan	831		\$65,800	\$65,800
Colorado Springs	473,928		37,526,357	37,526,357
Fountain	30,618		2,424,381	2,424,381
Green Mtn. Falls	864		68,413	68,413
Manitou Springs	5,448		431,381	431,381
Monument	6,997		554,033	554,033
Palmer Lake	2,793		221,154	221,154
Ramah	130		10,294	10,294
El Paso County	192,789	69,137,622	15,265,333	84,402,955
Total	714,398	\$69,137,622	\$56,567,146	\$125,704,768

Current Guidance

The CARES Act provides that payments from the Fund may only be used to cover costs that -

- ▶ are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) but cannot offset lost revenue
- ▶ were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the Cares Act) for the State or government; and
- ▶ were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. (Per IGA, Town will return anticipated unused funds to the County by Sept 1, 2020 and will return any unused amounts as of December 30, 2020, to the Treasury.)

What are others doing?

- ▶ El Paso County - Expenses throughout all departments in relation to software, equipment and remodels for teleworking, social distancing, and public health, overtime associated with catching up on work that could not be done due to closures, economic and workforce development and a reserve for unidentified needs (per 5/19/20 presentation to the Board of Commissioners)
- ▶ Colorado Springs - Salaries of public safety employees whose job duties are different due to COVID-19 (per KRDO article)
- ▶ Fountain - PPE and small business impact grants (per KRDO article)

Proposed GMF budget for CARES Act Funding:

- ▶ Proposed budget to be presented at the 6/16 BOT meeting for discussion.
- ▶ Some things nearby communities are using it for:
 - ▶ 1. Public health measures, such as:
 - ▶ Communication & enforcement of public health orders related to COVID-19: Signage, Equipment & Public Information Management software
 - ▶ Disinfection of public areas (supplies & overtime)
 - ▶ Expenses for public safety initiatives (PPE, Sanitation stations, etc.)
 - ▶ 2. Payroll for public safety, public health and similar employees whose services are substantially dedicated to mitigation or responding to the COVID-19 public health emergency (Enforcement & Coordinating)
 - ▶ 3. Actions to facilitate compliance:
 - Improving telework capabilities (equipment & software)
 - Providing paid sick, family & medical leave to city employees

Proposed GMF budget for CARES Act Funding:

▶ 4. Economic support

- Chamber of Commerce grant program to distribute funds to local small businesses to reimburse costs incurred during business interruptions caused by required closures (rent, utilities, payroll)

Finally, per El Paso County's example, we are recommending setting aside a reserve for unidentified needs and/or changes in estimates.

Staff anticipates presenting a final proposed budget for CARES Act funding at an upcoming BOT meeting.

BOARD OF TRUSTEES AGENDA MEMO

DATE: 6.2.2020	AGENDA NO 4.b	SUBJECT: Summer of Good Neighbors Public Relations Campaign, Municipal Pool Operations, & Summer Events
Presented by: Angie Sprang, Town Manager		

Recommend action: Would the Board of Trustees like to declare the Summer of 2020 the “Summer of Good Neighbors!”?

Background: COVID-19 has brought the Community through several challenges recently, and through those challenges we have united as a Community in many ways, keeping a positive outlook, supporting and getting to know our neighbors, which has and will continue to lead us through a positive transformation as a Community. We would like to highlight some examples of ways the Community has come together to turn those challenges into positive outcomes.

- Still Ute Pass Project (check out their Instagram page)
- Christmas Lights on the Gazebo & at Residents Homes
- Howling at the Moon, 8pm daily
- Jeremy’s Birthday Procession – 14th Birthday
- Teller Strong

July 4th Pyrotechnics Show reschedule/postpone date TBD, Summer Events reschedule/postpone TBD, and municipal pool closure due to COVID-19. Help keep the positivity rolling with the GMF “Summer of Good Neighbors!” There are other ways we can come together as a community despite the challenges COVID-19 has presented to us. Submit a Kudo via the Town’s website homepage “Kudos/Concerns”. Tell us about a good neighbor/neighborhood act or community effort, and we can share it with the rest of the Community on Facebook.

Issue Before the Board: Would the Board of Trustees like to declare the Summer of 2020 the “Summer of Good Neighbors!”?

Alternatives: N/A

Conclusion: N/A

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

RESOLUTION NO. 2020-09

(Series of 2020)

**A RESOLUTION EXTENDING THE DECLARATION OF A LOCAL
DISASTER EMERGENCY IN AND FOR THE TOWN OF GREEN
MOUNTAIN FALLS, COLORADO**

WHEREAS, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, *et seq.* (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters and emergencies;

WHEREAS, on March 18, 2020, the Mayor issued an order declaring a local disaster, which on March 18, 2020 was extended until May 31, 2020, by the Board of Trustees via Resolution No. 08, Series 2020;

WHEREAS, the local disaster emergency related to the COVID-19 pandemic continues to threaten the health, safety and welfare of the Town, its residents, visitors, employees, and businesses and continues to constitute a local disaster emergency pursuant to the Act; and

WHEREAS the Board of Trustees, therefore, desires to extend the declaration of a local disaster emergency as set forth herein.

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

Section 1. The Town Board hereby extends its Declaration of a Local Disaster Emergency in and for the Town of Green Mountain Falls, Colorado, until cancelled by action of the Board of Trustees.

Section 2. This Resolution shall be given prompt and general publicity, filed with the Town Clerk and the El Paso County Clerk and Recorder, and it shall be submitted to the Colorado Office of Emergency Management.

INTRODUCED, READ and PASSED this 2nd day of June, 2020.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST: _



**Town of Green Mountain Falls
10615 Green Mountain Falls Road
Green Mountain Falls, CO 80863**

Tuesday, June 2, 2020

Town of Green Mountain Falls, Advisory Board Members

Re: Open Meeting Requirements of Colorado's Sunshine Law

Dear Advisory Board Members:

The Town Board of Trustees is thankful for the volunteer base in Green Mountain Falls that works on our Advisory Boards, such as the Planning Commission. Please know that your volunteer time is appreciated. We understand that dedicating your free time to our Community is a big decision, and we want to recognize your considerable contributions.

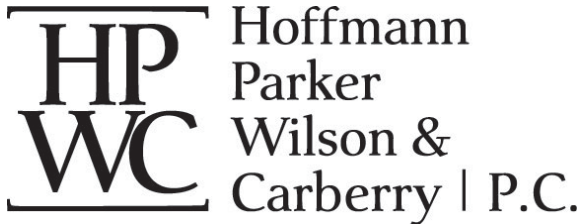
At the same time, it is our job as the Town's elected body to ensure that laws are followed by our dedicated Advisory Board members. The Town Board takes Open Meeting Requirements of Colorado's Sunshine Laws very seriously, as violations could open the Town up to considerable liability. Open meetings violations can render action taken void and can create liability for the Town in quasi-judicial matters. In addition, the Town could be compelled to pay the attorney fees and costs of a person who prevails on a claim against the Town. As good stewards of the Town Budget, it is our responsibility to reiterate the importance of following the rule(s) of law.

Membership on a Town Advisory Board is conditionally granted to each member at the pleasure of the Board of Trustees, with the requirement that Open Meeting Requirements of Colorado's Sunshine Law be strictly followed. Members are also provided with annual training from CIRSA regarding what constitutes ex parte communications and goes into detail about the Open Meeting Requirements of Colorado's Sunshine Law.

This letter serves as a reminder that your membership on a Town Advisory Board may be rescinded if there are potential or perceived violations of the Open Meeting Requirements of Colorado's Sunshine Law(s). At the heart of the Sunshine Law is the opportunity for all members of our Community to be afforded an opportunity to participate. We cannot reiterate enough the importance of respecting the requirements of Colorado's Open laws and the special opportunity those laws give to each member of our Community to participate during the public process. It's fair to give all of our neighbors and fellow Community Members the opportunity to volunteer, and the opportunity to participate in what we are working toward as a Community through the public process; and, furthermore, it's the law.

Thank you again for your many contributions, and for working together as a Community to reach our common goals.

Sincerely,
The Board of Trustees
Town of Green Mountain Falls



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson

Of Counsel
J. Matthew Mire
Hilary M. Graham
Kathryn M. Sellars

Denver Office
511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Vail Office
P.O. Box 2616
Vail, CO 81658
(970) 390-4941

Daniel P. Harvey
Ruthanne H. Goff
Evin B. King
Alexandra N. Slaten

TOWN OF GREEN MOUNTAIN FALLS
MEMORANDUM

**TO: MAYOR AND BOARD OF TRUSTEES
ANGIE SPRANG, TOWN MANAGER**

FROM: JEFFERSON H. PARKER, TOWN ATTORNEY JHP

DATE: MAY 8, 2020

**RE: OPEN MEETINGS, ELECTRONIC COMMUNICATIONS, AND QUASI-
JUDICIAL ACTION**

This memorandum provides a summary of legal issues that members of Town boards, committees and commissions face related to open meetings, email, text and other electronic communications and particular concerns related to quasi-judicial actions. As with most legal matters, there are often exceptions to the general rule, and the facts of any particular situation can greatly influence what is permissible. Our office is always available to discuss specific matters if any member has any questions or concerns.

Open Meetings Law

Colorado's Open Meetings Law, C.R.S. §§ 24-6-401 through 402 ("OML"), was enacted with the purpose of affording the public access to meetings at which public business is considered. The OML applies to local public bodies, including the Town's advisory boards, committees, and commissions. C.R.S. § 24-6-402(1)(a). The statute requires that "public meetings" must be open to the public at all times. Public meetings are meetings in which a quorum or three members of a local public body (whichever is fewer) discuss any public business or at which formal action may be taken by the local public body. C.R.S. § 24-6-402(2)(b). A "meeting" is "any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication." C.R.S. § 24-6-402(1)(b). It does not include chance meetings or social gatherings at which public business is not the main topic of conversation.

In the case of all of the Town's current boards, committees, and commissions, a “meeting” of three or more members will trigger the OML’s requirement that the meeting occur in public after proper notice. Accordingly, determining whether a particular meeting is subject to the OML requires determining: (1) whether three or more members will be holding a gathering; and (2) whether any public business will be discussed at the gathering or any formal action may be taken at the gathering.

What constitutes a “gathering”?

In some instances, a gathering of three or more members of a local public body may be obvious, such as in-person meetings or telephone conferences, where conversation is happening in real time. However, gatherings under the OML extend beyond the traditional idea of regular and special meetings scheduled by the public body, and may include email exchanges. As discussed in more detail herein, the courts have held that if members of a local public body use email to discuss public business among themselves, the email is subject to the OML. Even though the email conversation is not happening in real time, it is still considered an ongoing conversation and therefore a gathering under the OML. The same reasoning will apply to other forms of electronic communication such as texts and possibly other forms of social media.

What constitutes “public business” and “formal action”?

If it is determined that the anticipated communication will occur during a “gathering,” the next step is to determine whether public business will be discussed. A gathering does not constitute a public meeting unless it is a gathering at which public business is discussed or formal action may be taken.

The OML does not define “public business.” Courts have determined that discussion of public business essentially involves a public body’s exercise of its policy-making functions. A meeting is part of a public body’s policy-making process when the meeting is held for the purpose of discussing or undertaking a proposed policy, rule, regulation or other formal action within the scope of the public body’s authority. *Bd. of County Comm’rs, Costilla County v. Costilla County Conservancy District*, 88 P.3d 1188, 1193 (Colo. 2004). If a rational connection exists between the public body’s discussion and the policy-making powers of the public body, the meeting is subject to the OML. *Id.* Thus, the OML prevents a local public body from discussing and debating a measure in a closed conversation and then “rubber stamping” the same measure in an open session. *Id.* at 1194.

Discussion of administrative matters, such as scheduling, attendance or procedure at meetings, may not be subject to the OML, so long as the discussion of such matters is clearly “incidental to” any actual pending public business or formal action items to be determined by the local public body. *See Intermountain Rural Elec. Assoc. v. Colo. Pub. Util. Comm’n*, 298 P.3d 1033 (Colo. App. 2012) (for the OML to apply, a “meaningful connection” must be demonstrated between the policy-making powers of the public body and the particular gathering in question).

Accordingly, a local public body's discussion of administrative matters that are incidental to any actual pending business or action items, and that potentially impact future functions of the body in a general way, are not subject to the OML under current case law. Nevertheless, the line between administrative matters and other matters that are subject to the OML is far from clear. Therefore, we recommend keeping such discussions to a minimum outside of duly noticed public meetings.

Rule of thumb

A good rule of thumb is for members to not engage in discussions of pending or future agenda items outside of a public meeting if three or more members are involved in any way. With a few possible exceptions, pending and future agenda items which come before a board, committee or commission (for example, open space acquisitions, dedications, trail alignments and management plans) constitute public business. Therefore, conversations between three or more members about pending or future agenda items generally must occur in an open meeting.

Staff communications

The OML only applies to meetings between members of a local public body. The OML does not apply to communications between a local public body and staff. Accordingly, members are free to request information, ask questions or seek clarification from Town staff regarding pending or upcoming agenda items, and staff may respond to such questions by disseminating information to all members, provided the direct conversations do not involve three or more members. Further, one member may unilaterally disseminate background information to the other members relevant to Town business. However, members should avoid back-and-forth discussion or debate of this information until a public meeting and full discussion or debate can occur on the public record.

Electronic mail

Email conversations between members of a local public body constitute a meeting under the OML. C.R.S. § 24-6-402(1)(b); *Intermountain Rural Elec. Assoc.*, 298 P.3d 1027. Accordingly, email should not be used to discuss public business among members. It is understood that members may receive emails from the public on various Town matters. Depending on the nature of the subject matter, members may communicate with the public via email. Care should be taken, however, not to make promises on behalf of the Town or indicate that you are individually authorized to represent the Town's position.

If the matter is administrative or legislative in nature, members are free to discuss the matter with the public and provide their own personal opinions. If the matter is quasi-judicial in nature, members may not discuss the matter with the public, and should inform any individual who attempts to discuss the matter with them that the member may not discuss the matter and that the individual should attend the public hearing to voice his or her opinion to the entire. What constitutes a quasi-judicial matter is discussed in more detail herein.

As far as discussing Town business among members is concerned, the most cautious approach is to limit all discussions of Town business to a public meeting. Because the OML specifies that email correspondence can constitute a meeting, any email discussions between three or more members may constitute a meeting subject to the OML.

Town staff may send the entire membership emails regarding Town matters. One member should be able to send the other board members emails regarding a matter of public concern (provided it is not quasi-judicial in nature). The problem arises when a discussion involving three or more members occurs. A discussion occurs when a response to an email is sent by a member that includes more than one other member, such as when the "Reply All" button is used for an email. If the "Reply All" button is not used, and members only email one-on-one to each other, there is some risk that such "serial communications" could constitute a meeting. However, no Colorado court has addressed this issue.

Due process concerns

Even if email correspondence does not violate the OML, there are other laws at issue. For example, a communication via email between two members does not involve the OML, because the OML only applies to meetings involving three or more members. However, if even though it would not violate the OML, it could violate the due process rights of the applicant or the public if the matter is quasi-judicial in nature. This is because under the Due Process Clause, a quasi-judicial matter must be decided based on the evidence provided during a public hearing. Side communications outside of the public hearing can violate due process requirements regardless of whether it implicates the OML. Quasi-judicial matters are more of a concern for certain Planning Commission or Board of Adjustment matters when deciding a land use application or a specific appeal. There are not a concern for purely advisor boards, committees, or commissions such as the Parks and Recreation Advisory Board or the Trails Committee, because they do not exercise quasi-judicial authority.

Open records concerns

Finally, even if the email communications do not constitute a meeting for purposes of the OML, they are likely a public record for purposes of Colorado Open Records Act (CORA), so it pays to be extremely careful about email communication. The following basic rules can be helpful in using email to communicate:

- Never email about quasi-judicial matters regardless of the number of recipients.
- Never hit "Reply All" when other members are recipients of a communication.
- Direct questions, clarifications and information-seeking communications about pending or future agenda items to Town staff.

- Avoid discussing public matters that may come before your board, committee or commission with other members outside of public meetings in most situations, but if you do, make sure the discussion only occurs between two of you.

Quasi-judicial action

Generally, the operations of governing bodies can be divided into three distinct roles: legislative, quasi-judicial, and administrative categories. “Legislative” action usually relates to public policy matters of a general character, is usually prospective in nature, and is not normally restricted to identifiable persons or groups. *Condiotti v. Board of County Commissioners of County of La Plata*, 983 P.2d 184, 186 (Colo. App. 1999). Legislative matters are generally addressed by the Town Board of Trustees.

The Planning Commission acts in a quasi-judicial capacity when, for example, it considers and makes recommendations upon land use applications or approves certain building permits. The Board of Adjustment acts in a quasi-judicial capacity when it considers appeals. Quasi-judicial matters are more of a concern for certain Planning Commission or Board of Adjustment matters when deciding a land use application or a specific appeal. There are not a concern for purely advisory boards, committees, or commissions such as the Parks and Recreation Advisory Board or the Trails Committee, because they do not exercise quasi-judicial authority.

When a general rule is applied to specific individuals, interests, or situations, there is an exercise of quasi-judicial authority. *Id.* An action will be deemed quasi-judicial if:

- (1) A state or local law requires that the body give adequate notice to the community before acting;
- (2) A state or local law requires that the body conduct a public hearing pursuant to notice, at which time concerned citizens must be given an opportunity to be heard and present evidence; and
- (3) A state or local law requires the body to make a determination by applying the facts of a specific case to certain criteria established by law.

Snyder v. Lakewood, 542 P.2d 371, 375 (Colo. 1975); *see also Cherry Hills Resort Development Co. v. City of Cherry Hills Village*, 757 P.2d 622, 626-28 (Colo. 1988).

It is important to distinguish quasi-judicial functions, because the exercise of quasi-judicial authority, unlike legislative authority, is conditioned upon the observance of traditional procedural safeguards against arbitrary governmental action. These safeguards basically consist of providing adequate notice to those individuals whose protected interests are likely to be affected by the

May 8, 2020
Page 6

governmental action, and giving such persons a fair opportunity to be heard prior to the governmental decision.

This memorandum is intended to summarize some of the routine matters that are encountered by members of boards, committees, or commissions. As always, please do not hesitate to contact our office if you have any questions or concerns.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2020-02

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

WHEREAS, the Town desires to update its municipal regarding boards, committees, and commissions; and

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

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

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

ARTICLE IX – Planning Commission

Sec. 2-221. - Purpose and creation.

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

(b) Buildings and other improvements within the Town exhibit a prevailing rustic aspect subordinate to the environment. Dwellings designed for single-family residence predominate. Commercial, civic and residential activities are of a service, crafts, professional and recreational nature. It is the purpose of this Article to accomplish the preservation and enhancement of these conditions and qualities. Therefore, pursuant to the authority conferred by state statutes, there is created a Planning Commission for the Town.

Sec. 2-222. - Powers and duties.

(a) The Planning Commission shall have the power and the duty to formulate and approve a Master Plan for the Town, to make careful and comprehensive surveys and studies of present and future growth of the Town with due regard to its relation to neighboring territories. The plan shall be made with the general purpose of guiding and accomplishing a coordinated, well-adjusted and harmonious development of the Town and its environs which will, in accordance with present and future needs, best promote the health, safety, morals, order, convenience, prosperity and general welfare as well as efficiency and economy in the process of development; including among other things adequate provision for traffic, beautification, promotion of safety from fire and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the promotion of good civic design and arrangement, wise and

efficient expenditures of public funds and the adequate provision of public utilities and other public requirements. The Planning Commission shall review all proposed subdivisions, proposed zoning and such other matters relating to planning as is deemed advisable. The decisions of the Planning Commission shall be purely advisory in nature to the Board of Trustees. Upon the final adoption of the Master Plan by the Planning Commission, the same shall be presented to the Board of Trustees for its approval and the Master Plan shall be given primary consideration by the Board of Trustees. The Board of Trustees may amend or alter the Master Plan but only after the Planning Commission has had the opportunity to comment upon the proposed amendment. Any deviation from the Master Plan shall be determined to be an amendment to the Plan.

(b) In addition, the Planning Commission shall recommend to the Board of Trustees approval of the issuance of building permits which have been properly applied for and are in accordance with the rules and regulations of the Town. The Board of Trustees may empower the Planning Commission to grant final approval of building permits under such conditions that it deems to be in the best interests of the Town. The Planning Commission shall have authority to advise the Board of Trustees with regard to determining requirements for the following:

- (1) Public and private parking areas;
- (2) Exterior signs and advertising devices;
- (3) External architectural character of all structures;
- (4) Dimensional criteria for the location and size of structures in relation to property lines and minimum lot areas;
- (5) Subdivisions, street development and water and waste systems.

Sec. 2-223. –Membership.

In addition to the five (5) regular appointed members of the Planning Commission, the Mayor shall serve as an ex officio member of the Planning Commission and shall take part in discussions but shall not vote.

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

ARTICLE X – Board of Adjustment

Sec. 2-241. – Purpose and creation.

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

Section 2-242. – Powers and duties.

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

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

Sec. 2-242. - Meetings.

(a) The Board of Adjustment shall meet at the call of the chairman and shall fix a reasonable time for the hearing of all appeals.

(b) Public notice conforming to the requirements of Section 2-61 hereof shall be required prior to the hearing of any appeal.

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

ARTICLE XII - Parks and Recreation Advisory Committee

Sec. 2-270. – Purpose and creation.

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

Sec. 2-271. - Powers and duties.

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

Sec. 2-272. - Membership.

The Parks and Recreation Advisory Committee shall consist of seven (7) members appointed by the Board of Trustees. All members shall be residents or employees of the Town; however, if there is insufficient interest in membership expressed by Town residents or employees, the Board may appoint non-residents.

Sec. 2-273. - Annual report.

At the first regular meeting of the Board of Trustees in February of each year, the Chair of the Parks and Recreation Advisory Committee will submit a written report to the Board of Trustees summarizing the work of the Committee during the preceding calendar year.

Section 4. A new Article XIII is hereby added to Chapter 2 of the Green Mountain Falls Municipal Code to read as follows:

ARTICLE XIII – Trails Committee

Sec. 2-280. – Purpose and creation.

There is hereby created a Trails Committee, the purpose of which is to advise the Board of Trustees regarding trails in the Town.

Sec. 2-280. – Powers and duties.

(a) The Trails Committee shall study and advise the Board of Trustees regarding trail construction, maintenance, planning and acquisition.

(b) To assist in its work, the Trails Committee will have the authority to solicit donations and carry out fundraising campaigns as approved by the Board of Trustees and in accordance with the Town's Donation Solicitation policy. Any funds donated shall be accepted in accordance with the Town's Donation Acceptance policy and given to the Town Clerk for deposit in a special designated fund maintained for this purpose by the Town.

Sec. 2-280. – Membership.

There shall be eleven (11) members of the Trails Committee who shall be appointed by the Board of Trustees. Members of the Parks and Recreation Advisory Committee are eligible to be members of the Trails Committee.

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

ARTICLE XIV – Boards, Committees and Commissions

2-290. – Creation.

Pursuant to the authority conferred by state statutes, there is hereby created a planning commission, a board of adjustment, a parks and recreation advisory

committee, and a trails committee, which shall hereinafter for the purposes of this article be referred to as "boards, committees, and commissions" or "board, committee or commission." All boards, committees, and commissions shall act in a purely advisory role to Board of Trustees unless expressly stated otherwise in this Code or statute.

2-291. – Applicability.

The provisions of this title shall apply to all boards, committees, and commissions except when specified otherwise in the section specifically addressing each individual board, committee, or commission.

2-292. – Members and alternates; appointments and requirements.

(a) All members of any board, committee, or commission shall be residents of the Town and shall be appointed by Board of Trustees. In making appointments, the Board of Trustees shall strive to select members representative of all community demographic and stakeholder groups. If any member ceases to reside in the Town, membership shall immediately terminate. All boards, committees, and commissions shall consist of five voting members. No member of the Board of Trustees and no Town employee shall serve as a member of a board, committee, or commission other than the one ex-officio position for the Mayor on the Planning Commission.

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

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

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

2-293. – Terms of office and appointment.

Appointments to all boards, committees, and commissions shall be made by the Board of Trustees for three (3) year terms. Members shall serve without compensation. For newly established boards, commissions or committees, the initial terms of any membership shall be as follows: Two members shall be

appointed to a one-year term, two members shall be appointed to a two-year term, and one member shall be appointed to a one-year term. Thereafter, as the terms expire, all appointments shall be for a period of four years. Any members whose term expires may seek reappointment. Term limits shall not apply.

2-294. – Quasi-judicial hearings.

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

2-295. – Officer positions.

Each board, committee and commission shall appoint a chair and vice-chair annually during the first meeting of each calendar year. Each board, committee and commission shall appoint a secretary who may in turn designate duties for notetaking to another member on a meeting by meeting basis. Each board, committee or commission shall operate in accordance with the rules of procedure in Section 2-296. The board, committee or commission Chair will notify the Town Clerk in writing within one week post-election the names of officers.

2-296. – Rules of procedure.

Each board, committee and commission shall hold all meetings open to the public, after posting full and timely notice of date, time, place, and subject matter of the meeting at the Town's designated posting locations, and provide an opportunity for public comment at the meeting. Full and timely notice shall be deemed to be at least twenty four (24) hours prior to the date and time of the meeting. All boards, committees, and commissions shall meet regularly at least once each month, except when a quorum is not available, or there is no business to address. Each board, committee, or commission's secretary shall keep minutes of its meetings and records of its transactions, which are to be made publicly available by posting on the Town webpage. If the secretary is not a Green Mountain Falls Staff member, the minutes will be forwarded to the Town Clerk. Additional meetings may be called by the chairperson, any four members or the Town Manager with at least twenty four (24) hours' written notice. The Town Manager or Staff Designee will have final authority to establish the agenda, but will collaborate with Advisory Board members and staff in its development. The Chair or his or her designee shall serve as the conduit of communication between the board, committee, or commission and the staff liaison. A majority of the appointed non-vacant seats shall constitute a quorum.

2-297. – Authority.

- (a) Boards, committees, and commissions shall exercise their authority

and shall be accountable in alignment with the Board of Trustees' goals as set by Board of Trustees, and with other Board of Trustees adopted rules or regulations. Unless otherwise provided by law, no board, committee, or commission, and no member of any board, committees, or commission shall have authority to act on behalf of the Town, including without limitation approving contracts, negotiating deals, spending or allocating Town funds, and negotiating transactions involving real or personal property. Town boards, committees, and commissions may, however, represent the interests of the Town of Green Mountain Falls provided they do not legally bind the Town to any position or action.

(b) In collaboration with Town staff, each board, committee, and commission shall submit an annual budget to Board of Trustees, which furthers the accomplishment of that plan. Once funding has been approved through the budgeting process, each board, committee, and commission may offer recommendations to the Town staff on the expenditure of those funds.

(c) No board, committees, or commission and no member of any board, committee, or commission shall have the authority to direct any Town employee or to make operational decisions for the Town.

2-298. – Recommendations to Board of Trustees.

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

2-299. – Removal.

(a) Grounds for removal. The Board of Trustees, by majority vote of members in attendance, may remove any member for a conflict of interest violation, any other violation of applicable law, regulation, or policy, nonattendance to duty, failure to attend three consecutive regularly scheduled meetings without a leave of absence approved by a majority of the board, committee, or commission, or any other good cause. The Board of Trustees shall fill any vacancy for the remainder of the vacated position's term. If there is less than one year remaining on the term, a person may, but need not, be appointed to fill the remainder of that term and the next full term.

(b) Good cause. For purposes of this Section, "good cause" shall include without limitation, conviction of a crime other than a minor traffic or similar minor offense, any activity the Board of Trustees determines is contrary to

the Town's best interests or reflects negatively on the Town's image and reputation, such as rude behavior, harassment, or threats directed towards Town employees, the public, contractors, consultants, or other individuals, or acting beyond the scope of his or her authority. To constitute good cause, such activity need not occur when the individual is acting in his or her capacity as a member of a board, committee, or commission.

(c) Procedure. The following procedure shall be followed to remove a member of a board, committee or commission:

(1) A request for removal shall be delivered to the Town Clerk's Office. A request for removal shall state in writing the basis for removing a member, and may only be delivered by one or more Board of Trustees members (including the Mayor). The Board of Trustees may request input from the pertinent board, committee or commission prior to considering removal of a member.

(2) Upon receipt of a petition for removal, the Board of Trustees shall meet in public session to discuss whether the petition sets forth sufficient grounds to consider removal. The affected member may respond. The Board of Trustees may permit the admission of such additional evidence or third-party testimony as they deem reasonable and relevant, provided that this process shall be administrative in nature and reasonable limitations may be imposed on the presentative of such evidence and testimony by the Board of Trustees.

(3) At the conclusion of the hearing, the Board of Trustees shall render a decision, which shall be reduced to writing and approved at a subsequent Board of Trustees meeting.

2-300. – Staff liaison role.

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

2-301. – Subcommittees.

From time to time, each board, committee, or commission may establish temporary or standing sub-committees. No action may be taken by the subcommittee without authorization by the full board, committee, or commission. All subcommittee recommendations must be submitted to the appropriate board, committee, or commission prior to being presented to Board of Trustees.

2-302. – Remote participation.

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

Section 6. Safety Clause. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Green Mountain Falls, that it is promulgated for the health, safety and welfare of the public and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that this Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 7. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 8. Effective Date. This Ordinance shall be effective thirty (30) days after passage.

INTRODUCED AND ORDERED PUBLISHED the 2nd day of June, 2020, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado.

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

Jane Newberry, Mayor

ATTEST:

Nathan Scott, Town Clerk/Treasurer

Published in the Pike Peaks Courier, _____2020.

Kiewit Infrastructure Co.
Attn: Mike McDonald
160 Inverness Dr. West #110
Englewood, CO 801125

Contract No: 18-120
Belvidere Ave Improvements Project

RE: Acceptance of Project

Dear Mr. McDonald:

This is to inform you that the Belvidere Ave Improvements Project was inspected and determined to be completed satisfactorily. Substantial completion was achieved on June 12th, 2019. A walk through was conducted on August 27th with El Paso County, Town of Green Mountain Falls, and Contractor representatives present. The resulting punch-list was completed by Kiewit Infrastructure Co. and inspected by El Paso County on October 15th. El Paso County is recommending that the project be fully accepted by the Town of Green Mountain Falls.

This letter is to confirm final acceptance of the project. The one-year warranty as outlined in the Contract documents began on October 15, 2019.

I would like to thank Kiewit Infrastructure Co. for the high quality of the paved road. The Town of Green Mountain Falls looks forward to working with your company on future projects.

Sincerely,

Angie Sprang
Town Manager
Town of Green Mountain Falls



The Town of **Green Mountain Falls**

P.O. Box 524, 10290 E. El Paso Ave., Green Mountain Falls, CO 80819, (719) 684-7850

June 2, 2020

Memo To: PPRTA Board of Directors
 From: Angie Sprang, Town Manager
 Re: PPRTA 2020 Budget Amendment

The PPRTA 2020 Town of Green Mountain Falls maintenance portion of the budget was originally \$39,139. We will be carrying forward higher than budgeted 2019 revenue of \$5,495. Therefore, our total maintenance budget is \$44,634. The maintenance budget will be spent on road enhancements, chemicals and materials.

The Town received a 2020 PPRTA Capital revenue allocation of \$62,124 with \$1,698 carryover of higher than budgeted 2019 revenue. In 2019 the Belvedere Avenue capital project was completed. We propose to move the funding remaining in the Belvedere project to the Stilling Basin project. The proposed capital budget is as follows:

	<u>Belvedere Ave.</u>	<u>Stilling Basins</u>
2019 Unspent Budget-Carryover	\$87,484	\$0
2019 Revenue in excess of budget	0	1,698
2020 Original budget Allocation	0	62,124
Line item Transfer	<u>(87,484)</u>	<u>87,484</u>
Total Amended Budget	<u>\$0</u>	<u>\$151,306</u>

Thank you for your consideration.

CC: Town of Green Mountain Falls Board of Trustees



MINUTES

Green Mountain Falls
Planning Commission
Tuesday, January 14, 2020
6:30 p.m. Town Hall

1. CALL TO ORDER

Chair Eric Caldwell called the meeting to order at 6:36 PM

2. ADDITIONS, DELETIONS, & CORRECTIONS TO THE AGENDA

M/S: Caldwell/Blasi

Motion: Approve the agenda as submitted with the addition of 7. b. to address the Appointment of Planning Commissioners.

Vote: Motion carries. All aye.

3. MINUTES

Minutes of the December 10, 2019 meeting

M/S: Caldwell/Scott

Motion: Move to accept the minutes as submitted.

Vote: Motion carries. All aye.

4. PUBLIC COMMENT

Members of the Public May Address Items Not Germane to the Agenda

Dick Bratton addressed the Planning Commission regarding his application and vacancies on the Planning Commission.

Ann Esch spoke in support of Mr. Bratton's concerns and his desire to continue serving on the Planning Commission.

5. NEW BUSINESS

- a. PR2020-01 – Plan Review of Retaining Walls, 11045 Iona Avenue. Paramount Builders on Behalf of Todd & Nancy Dixon

M/S: Scott/Blasi (17:00)

Motion: Move to approve the retaining wall as built on property at 11045 Iona Avenue

Vote: Motion carries

- b. PR2020-02 – Plan Review for New Deck and Stairway, 10770 Florence Avenue. Mike Penman on Behalf of Jesse Stroope and Phil Morris, Owners

M/S: Caldwell/Scott

Motion: Move to approve the plan for 10770 Florence Avenue as submitted.

Vote: Motion carries. All Aye.

6. **UNFINISHED BUSINESS**

7. **OTHER BUSINESS**

- a. Information and Discussion on Census 2020 Opportunities in GMF. Commissioner Nathan Scott--

Tentatively planning a community Potluck and an educational presentation by a census official at Sallie Bush.

Other date(s) and location(s) to have computers and assistance available to complete the census forms will be announced when the date the census forms are available is determined.

- b. Planning Commission vacancies.

Announcements of vacancies and requests for applicants to be published on social media and submitted to local newspapers.

Dick Bratton and Gregory Williamson have submitted applications for the Planning Commission.

According to Town Hall records Mr. Bratton has served 4 terms of 4 years each.

Planning Commission to announce a special meeting to vote on appointee recommendations to the Board of Trustees.

8. **ADJOURNMENT 7:39**

The meeting minutes for the 14 January 2020 regularly scheduled meeting of the Planning Commission were approved on 29 January 2020.

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION MEETING
Tuesday, January 29, 2020 – 6:30 P.M.**

MEETING MINUTES

PC Members Present

Chair Eric Caldwell
Commissioner Rocco Blasi
Commissioner Nathan Scott
Mayor Jane Newberry

PC Members Absent

None

Town Planner

Julia Simmons

Secretary

Katharine Guthrie

1. Call to Order/Roll Call

Chair Eric Caldwell called the meeting to order at 6:37 pm.

2. Additions, Deletions, or Corrections to the Agenda

M/S: Blasi/Scott

Motion: Approve agenda as submitted.

Vote: Motion carried. All aye.

3. Approve Minutes of December 10, 2019

M/S: Caldwell/Scott

Motion: Move to approve minutes as submitted.

Vote: Motion carried. All aye.

4. Public Comment

Ann Esch stated that she received a notice that her homeowners' insurance is looking into fire danger and offering a free mitigation assessments of properties.

5. New Business

a. R2020-01 – Revocable Permit Renewal Application, 7010 Lake Street – Consideration and Recommendation for the Art Installation at the end of Lake Street. Mike Penman on Behalf of Green Box Arts, Applicant

M/S: Scott/Caldwell

Motion: Recommend that the Board of Trustees approve Revocable Permit 2020-01 with the condition of proof of proper public liability and property insurance.

Vote: Motion carried. All aye.

b. R2020-02 – Revocable Permit Application, 7010 Lake Street. Consideration and Recommendation for an Art Installation in Gazebo Park. Mike Penman on Behalf of Green Box Arts, Applicant

M/S: Blasi/Scott

Motion: Recommend approval to the Town Board of Revocable Permit R2020-02 subject to liability and property damage insurance as stated on the application form and recommend the same provisions for lighting times as last summer for Green Box Artist Installation.

Vote: Motion carried. All aye.

c. Planning Commission Vacancy Appointments – Consideration and Recommendation on Committee Volunteer Applications. Applications Submitted by Dick Bratton, Ann Esch, Nolan Williams, Gregory Williamson, and Paul Yingling.

Commissioner Blasi recommends Dick Bratton and Gregory Williamson for experience and continuity in the implementation of the Comprehensive Plan.

M/S: Blasi/Scott

Motion: Move to recommend our top three choices, understanding that another Planning Commission vacancy is projected for the near future, and the choices are Williamson, Bratton, and Yingling.

Vote: Motion carried. All aye.

6. Other Business

Adjournment: 7:20 pm

**TOWN OF GREEN MOUNTAIN FALLS
PLANNING COMMISSION MEETING
Tuesday, February 25, 2020 – 6:00 P.M.**

MEETING MINUTES

Current PC Members Present

Chair Eric Caldwell
Commissioner Rocco Blasi
Commissioner Nathan Scott

Current PC Members Absent

Mayor Jane Newberry

Appointed PC Members Present

Commissioner Bratton
Commissioner Yingling

Appointed PC Members Absent

Commissioner Williamson

GMF Staff Present

Julia Simmons

Secretary

Trustee Katharine Guthrie

1. Call to Order/Roll Call

Chairman Caldwell called the meeting to order at 6:08 P.M.

2. Additions, Deletions, or Corrections to the Agenda

Motion: Commissioner Blasi moves to approve agenda as submitted.

Second: Commissioner Scott

Vote: All aye. The motion is carried

3. Approve Minutes of January 29, 2019

Motion: Chairman Caldwell moves to approve minutes as submitted.

Second: Commissioner Scott

Vote: All aye. The motion is carried

4. PUBLIC COMMENT

No members of the public signed-in to be recognized by the Chair

5. New Business

5a. Finalize 2020 Planning Commission Appointment Vacancies

Motion: Chairman Caldwell moves to fill the two full-term vacancies on the Planning Commission with Board of Trustees-appointed members Dick Bratton and Gregory Williamson

Second: Commissioner Scott

Vote: All aye. The motion is carried

5b. Nomination and Election of Planning Commission Chair and Secretary

Discussion: Commission discusses the benefits of electing a Chair and Vice Chair.

Chairman Caldwell nominates Gregory Williamson to be considered for Chair of the Planning Commission. Commissioner Blasi nominates Dick Bratton to be considered for Chair of the Planning Commission.

Motion: Chairman Caldwell moves to elect Commissioner Williamson as Chair of the Planning Commission and Commissioner Bratton, Vice Chair.

Second: None; motion falls to the floor

Motion: Chairman Caldwell moves to elect Commissioner Bratton as Chair of the Planning Commission and Commissioner Williamson as Vice Chair.

Second: Chairman Scott

Vote

Aye: Bratton, Scott

No: Caldwell

Abstain: Blasi

Discussion: Housekeeping discussion on the number of voting members present and what the Municipal Code and bylaws require for voting. Sam Light, CIRSA General Counsel, recommends reviewing the vote with GMF Town Attorney to verify.

Chairman Caldwell announces his resignation and exits the meeting. Further housekeeping regarding PC member terms is requested from Commissioner Blasi: Commissioner Yingling, appointed by the Board of Trustees, will complete the remainder of Commissioner Caldwell's term, ending December 31, 2020, with an opportunity to serve another term beginning January 1, 2021.

Motion: Commissioner Bratton moves to nominate Katharine Guthrie as Planning Commission Secretary

Second: Commissioner Blasi

Vote: All aye. The motion is carried

6. CIRSA Advisory Body Training

CIRSA General Counsel, Sam Light, gives PowerPoint training

Meeting is adjourned at 8:05 pm

Spring 2020 Chipping Service

GMF

ACCEPTED MATERIALS

Logs up to 8 inches in diameter.

Any branches over 3 feet will need to be cut in half.

LOCATION

TOWN PROPERTY
ACROSS FROM THE
MUNICIPAL POOL

WHEN

Saturday, June 6th
9am to 2pm

CHIPPING SERVICES

SATURDAY, JUNE 6, 2020, 9AM – 2PM

The Town of Green Mountain Falls Public Works Team will be providing a chipping service. The event is for GMF Residents ONLY. Town Employees will be there checking Identification or a Piece of Mail to verify residency. Starting at 9am, get in line to drop off slash.

MATERIALS NOT ACCEPTED

Root balls or stumps of any kind (roots grow around rocks and rocks damage the chipper); lumber of any kind (nails, and treated lumber can damage the chipper); any material that contains foreign material (nails, barbed wire fencing); any material with dirt or rocks on it; material that has been moved with heavy equipment, which leads to embedded dirt and rocks.