



Town of Green Mountain Falls

Board of Trustees Regular Meeting Agenda

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

Green Mountain Falls, CO 80819

Tuesday, February 1, 2022, at 7:00 p.m.

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

REGULAR MEETING:

TIME*		ITEM	DESIRED OUTCOME
7:00	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
7:05	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	
7:10	3.	CONSENT AGENDA <ul style="list-style-type: none"> a. Accounts Payables from January 2, 2022, to January 31, 2022 b. Minutes from BOT Meeting; January 4, 2022 c. Minutes from BOT Work Session; January 18, 2022 	BOT Action Desired
7:15	4.	Ordinance 2022-01 - CSU Franchise Agreement	BOT Action Desired
7:20	5.	Resolution 2022-02 – Designation of Public Posting Place	BOT Action Desired
7:25	6.	Resolution 2022-03 - Organization Resolution and Agreement for UMB Credit Card Administration	BOT Action Desired
7:30	7.	Resolution 2022-04 – Cancellation of April Election	BOT Action Desired
7:40	8.	Pikes Peak Rural Transportation Authority – Citizen Advisory Committee Reduction	BOT Action Desired
7:50	9.	RFP - El Paso County Community Development Block Grant	BOT Action Desired
8:05	10.	Special Event Application – Bronc Day 2022	BOT Action Desired
8:10	11.	REPORTS <ul style="list-style-type: none"> a. Trustee Reports b. Committee Reports c. Staff Reports 	Information Only
8:25	12.	CORRESPONDENCE <ul style="list-style-type: none"> a. Memo – Parks Restroom 	Information Only
8:40	13.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
8:55	14.	ADJOURN	

*Please note: Times are approximate.

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

Town of Green Mountain Falls

Vendor Invoices Journal

from January 02, 2022 to January 31, 2022

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Amount	Ref Total
1-00-00-2000 General-Accounts Payable							
01/05/2022	22DUESC010	pikespeakareaco	Pikes Peak Area Council of Governments	1-20-02-5105	General-Interdepartmental-Operations-Fees - Tax Collection	370.00	370.00
01/11/2022	85597	FlairData	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	223.80	223.80
01/13/2022	85618	FlairData	Flair Data Systems DBA	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	80.00	80.00
01/14/2022	01142022	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	600.00	600.00
01/18/2022	11263	qualityrube0000	Quality Ruber Stamps, LLC	1-10-02-5129	General-Administration-Operations-Supplies - Office	21.90	21.90
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	515.27	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	164.41	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	16.98	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	338.20	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	121.43	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	30.00	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	43.77	
01/31/2022	Jan 2021 Invoices	COSpringUtil	Colorado Springs Utilities	1-70-02-5124	General-Public Works-Operations-Maintenance - Roads	532.76	1,762.82
Total For 1-00-00-2000 General-Accounts Payable							3,058.52

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
January 4, 2022 – 7:00 P.M.

MEETING MINUTES

Board Members Present

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

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Becky Frank

Public Works Department

Not present

Town Clerk/Treasurer

Nate Scott

Marshal's Department

Virgil Hodges

Administrative Assistant

Vacant Position

Planning Department

Not present

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

Mayor Newberry called the meeting to order at 7:00 pm. Pledge recited.

2. Additions, Deletions, or Correction to the Agenda

No changes. Mayor Newberry moved to proceed with agenda as presented. Trustee Guthrie seconded. Motion passed unanimously.

3. Consent Agenda

Trustee Peterson: from Dec. 10 meeting minutes, Parks proposal has dates listed backwards. Minutes are correct, work timeframe should be changed on the proposal from August to July. Manager Frank will correct.

Trustee Peterson motioned to make these changes, Trustee Guthrie seconded, motion passed unanimously.

Trustee King: from Dec. 10 minutes, she was marked absent but was present. TCT Scott will correct.

**4. Consideration of Resolution No. 2022-01, A Resolution of the Town of Green Mountain Falls
Colorado Making Appointment of Town Officials**

Mayor Newberry read the Resolution. No discussion. Mayor Newberry moved to approve. Trustee Guthrie seconded. Motion passed unanimously.

5. Oath of Office, Town Clerk/Treasurer, Nathan Scott

Mayor Newberry swore in Nathan Scott as Town Clerk/Treasurer.

6. Oath of Office, Town Manager, Becky Frank

Town Clerk/Treasurer Scott swore in Becky Frank as Town Manager.

7. Reports

- a) Trustee Peterson – request for staff to research the possibility of ice thickness notifications on Gazebo Lake.
- b) Committee Reports:
 - i. PRT Co-chair Jay Kita reported on wayfinding signs and Catamount Trail closure resolution.
 - ii. PC Chair Todd Dixon provided updates on Land Use Code rewrite.
- c) Staff Reports:
 - Town Manager Frank:
 - TCT Scott worked with Judy Egbert on the Election Information meeting earlier today. Thanks to everyone for the warm welcome. Meeting with all current project partners within the next few weeks to get up to speed. Suggestion to have a Town Board retreat soon.
 - Town Marshal Hodges:
 - 2021 Interstate Parking revenue is \$6,733 with a few outstanding fines.
 - Marshal Hodges announced plans to retire this year.

8. Catamount Trail Reopening; Jay Kita, PRT Committee Vice-Chairperson

Mr. Kita reports that the Historic Green Mountain Falls Foundation has purchased the land to resolve the Catamount Trail closure and recommends reopening. Mayor Newberry states that there should be record of a legal agreement between the Town and HGMFF before reopening the trail. Mr. Kita will meet with Manager Frank to proceed. No Board action taken.

9. Correspondence

- a. Executed - Fourth Amended and Restated Intergovernmental Agreement Among El Paso County, Colorado, The City of Colorado Springs, The City of Manitou Springs, The Town of Green Mountain Falls, and The Town of Ramah Regarding the Pikes Peak Rural Transportation Authority
- b. Executed – A Resolution Approving the Inclusion of the Town of Calhan into The Pikes Peak Rural Transportation Authority

10. Persons Present Not on the Agenda: 3 Minutes Per Speaker

- a) Craig Gooding – Town representative on PPRTA Citizen Advisory Committee – update on changes to makeup of PPRTA Board and CAC.
- b) Ann Esch – follow up to PPRTA and CAC updates. Important to have voices from rural areas.
- c) Rocco Blasi – comments on Zoom meetings.

11. Adjournment

The meeting adjourned at 07:38 pm.

Nathan Scott, Town Clerk/Treasurer

Jane Newberry, Mayor

**TOWN OF GREEN MOUNTAIN FALLS
Board of Trustees Work Session
Sallie Bush Community Building
January 18, 2022 – 7:00 P.M.**

MEETING MINUTES

Board Members Present

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

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Becky Frank

Public Works Department

Not present

Town Clerk/Treasurer

Nate Scott

Marshal's Department

Not present

Administrative Assistant

Vacant Position

Planning Department

Not present

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

Mayor Newberry called the meeting to order at 7:01 pm.

2. Additions, Deletions, or Correction to the Agenda

No Board action taken.

3. Work Session – Administrative Orientation

a) Town Manager Frank asked all present to speak to priorities and any concerns.

b) Town Manager Frank gave updates on ongoing projects.

No Board action taken.

4. Adjournment

The meeting adjourned at 09:10 pm.

Nathan Scott, Town Clerk/Treasurer

Jane Newberry, Mayor



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 02/01/2022	AGENDA NO 4	SUBJECT:
Presented by: Becky Frank, Town Manager		CSU Franchise Agreement

Background: The Town of Green Mountain Falls has historically had a franchise agreement with Colorado Springs Utilities. The last agreement (Ordinance 02-2009) was effective for 10 years and ended in 2019. The proposed agreement would protect the rate until 2042 and allow CSU access to maintain their electrical infrastructure.

Discussion: The agreement has been reviewed by legal and deemed standard provided you are agreeable to the rate and the term. I have spoke with Steve Payne who prepared the agreement and he had worked with the Town to develop the estimated dollar amount which is included in the 2022 budget. Steve also said that he would assist in repairing the light in Gazebo Lake Park that is not currently working as these lights were installed to replace the gas lights that were there as part of the 2009 agreement. He will be at the 2/1/22 meeting to answer any questions.

Recommended Action:

Approve Ordinance 2022-01, an ordinance granting a renewal to a franchise to Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation, to provide electrical utility services to the residences, businesses, and public offices of the Town of Green Mountain Falls, Colorado

Recommended Motion:

I move to approve Ordinance 2022-01, an ordinance granting a renewal to a franchise to Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation, to provide electrical utility services to the residences, businesses, and public offices of the Town of Green Mountain Falls, Colorado

Respectfully,

Becky Frank

ORDINANCE NO. 2022-01

AN ORDINANCE GRANTING A RENEWAL TO A FRANCHISE TO COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS, A COLORADO HOME RULE CITY AND MUNICIPAL CORPORATION, TO PROVIDE ELECTRICAL UTILITY SERVICES TO THE RESIDENCES, BUSINESSES, AND PUBLIC OFFICES OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO

WHEREAS, the Town of Green Mountain Falls (“Green Mountain Falls” or the “Town”) previously granted a franchise to Colorado Springs Utilities (“Utilities”) to provide electric utility service within Green Mountain Falls, which such franchise was extended in 2009 and expired on December 31, 2019 (the “Franchise”);

WHEREAS, since the expiration of the Franchise, Green Mountain Falls and Utilities have continued to operate under the terms of the Franchise, including the requirements for payment of franchise fees;

WHEREAS, Green Mountain Falls desires that Utilities continues to provide electric utility service within Green Mountain Falls and Utilities desires to continue providing such service;

WHEREAS, in exchange for the renewal of the Franchise, Utilities agrees to continue providing the franchise fee payment and other consideration contemplated in this Ordinance; and

WHEREAS, it is in the best interest of Green Mountain Falls to renew the Franchise to Utilities for the provision of electric utility service for a period of twenty (20) years.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, THAT:

Section 1: Beginning _____, 2022, and for a term of twenty years thereafter, Colorado Springs Utilities, an enterprise of the City of Colorado Springs, a Colorado home rule city and municipal corporation, is granted the exclusive right, license, and authority to acquire, construct, maintain, own, and operate within the Town of Green Mountain Falls an electric transmission and distribution system, and to distribute and sell electricity in Green Mountain Falls for light, heat, power, or other useful purpose to all persons, associations, or corporations, either public or private, desiring the same.

Section 2: For the purpose of exercising such exclusive right, license, and authority, Utilities is hereby granted permission, license, and authority to acquire, construct, maintain, own, and operate along, upon, or under the streets, alleys, avenues, public rights-of-way, public easements, and public places of Green Mountain Falls, as its boundaries may be changed, such lines, poles, wires, and other electrical conductors, together with all necessary fixtures and appliances as may be necessary or useful in the conduct of said business. Utilities, by accepting and acting under this Ordinance, agrees that it will locate, construct, and maintain its transmission

and distribution lines and all appurtenances under the direction of the Town Council of Green Mountain Falls and in conformance with the ordinances of Green Mountain Falls, provided, however, that no unreasonable or impossible restrictions shall be required by the Town Council. Such restrictions considered reasonable may include, but are not limited to, review and approval of all structures for conformance with zoning, planning, and historic preservation requirements. Utilities shall replace all curbs, streets, sidewalks, and private property damaged or adversely impacted by Utilities in conformance with pertinent Town ordinances. Utilities shall provide adequate notice of all proposed electric system changes within the boundaries of Green Mountain Falls to the Town of Green Mountain Falls. Green Mountain Falls shall not require Utilities to perform in any manner which is contrary to any law, rule, tariff, regulation, or operating and maintenance procedure for electric transmission and distribution systems as established by Utilities or any federal or Colorado regulatory authority.

Section 3: Utilities agrees to furnish electricity for light, heat, and power to all persons, associations, or corporations, either public or private, within Green Mountain Falls, desiring the same, under the rate schedules and tariffs now on file with the appropriate regulatory body as established by Colorado law, or as they may be lawfully amended, or as is provided in Section 4 hereof.

Section 4: Utilities, by the acceptance of this Franchise, in consideration of the rights and privileges granted herein, agrees that all times during the term of this Franchise, all Utilities' customers within Green Mountain Falls shall be treated the same as and subject to the same tariffs and obligations as similarly situated customers located within the City of Colorado Springs, as such tariffs and obligations may be amended from time to time. In the event Utilities fails to meet its obligations under this Section, and a continued violation of this provision exists after ten days' written notice thereof given to Utilities by Green Mountain Falls, if Green Mountain Falls so elects, Green Mountain Falls may terminate all of the rights and privileges hereby conferred on Utilities.

Section 5: Utilities, by the acceptance of this Franchise, in consideration of the rights and privileges granted herein, agrees that it will pay on or before the first day of February, in each year of the term hereof, a franchise fee to Green Mountain Falls in an amount equal to four percent (4%) of gross receipts from the distribution and sale of electricity within the corporate limits of the Town of Green Mountain Falls. "Gross receipts" for purposes of calculating the franchise fee shall be all revenues received from the distribution or sale of electricity, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered, within the corporate limits of the Town of Green Mountain Falls, but not including customer deposits, taxes, late charges, or similar charges. Utilities may surcharge the franchise fee to all customers within the corporate limits of the Town of Green Mountain Falls that receive electric service from Utilities.

Section 6: Utilities is a municipal enterprise providing electric utility service within the Town of Green Mountain Falls. The franchise fee paid by Utilities to Green Mountain Falls takes into account payments in lieu of taxes that would be paid by a privately owned utility. If at any time during the term of this Franchise, the Constitution and laws of Colorado are amended or changed so that the property of Utilities is no longer exempt from taxation and if pursuant to such amendment and change, any taxes shall be lawfully assessed in any year against the property of

Utilities used for the purposes of providing the electric service contemplated by this Franchise and located within Green Mountain falls, or any occupation, license, or similar tax shall be imposed upon Utilities on account of its sale or distribution of electricity within Green Mountain Falls, then the amount payable hereunder to Green Mountain Falls shall be the above-stated franchise fees less any taxes so assessed and paid.

Section 7: This Ordinance shall be in force and effect from and after five (5) days of its final passage and publication as provided by law and its acceptance by the Chief Executive Officer of Colorado Springs Utilities.

Finally passed and approved, this ____ day of _____, 2022, at Green Mountain Falls, Colorado.

Jane Newberry
Mayor, Green Mountain Falls

City Clerk, Green Mountain Falls

Accepted by Colorado Springs Utilities this ____ day of _____, 2022.

Aram Benyamin
Chief Executive Officer

Approved as to form by:

Colorado Springs City Attorney's Office

RESOLUTION NO. 2022-02

**A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS
COLORADO, DESIGNATING THE OFFICIAL PUBLIC NOTICE POSTING
PLACE**

WHEREAS, Colorado Revised Statutes Section 24-6-401 declares that it is the policy of the State of Colorado that the formation of public policy is public business and may not be conducted in secret; and

WHEREAS, The meetings of the Board of Trustees and its appointed bodies within the meaning of CRS 24-6-402(2)(c) are open to the public; and

WHEREAS, CRS Section 24-6-402(2)(c) requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs shall be held only after full and timely notice to the public has been provided; and

WHEREAS, CRS Section 24-6-402(2)(c) requires that the posted notice include specific agenda information where possible; and

WHEREAS, CRS Section 24-6-401(2)(c) requires that the public place for posting such notice shall be designated annually at the first regular meeting of each calendar year of the Board of Trustees; and

WHEREAS, HB 19-1087 added language in 24-6-402(c)(II) expressing intention to move toward online posting as the official location over the next two years, culminating with compliance of the newly-created 24-6(c)(III), and;

WHEREAS, The Board of Trustees desires to ensure that all local public body meetings comply with the provisions of the laws of the State of Colorado; and

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

The town website, www.gmfco.us, is to be the official posting place for all meeting notices. When possible, the Post Office and Town Hall may be used in addition.

INTRODUCED, READ and PASSED this 1st day of February, 2022.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

ATTEST:

Nate Scott, Town Clerk/Treasurer



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 02/01/2022	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		Organization Resolution Agreement Card

Background: This is a document required by UMB Card Services which authorizes the Town Manager perform administrative functions including ordering checks, authorizing credit limits, etc. and establishes the Town Clerk as “Record Keeper.”

Discussion: This creates a system of checks and balances ensuring the protection of the bank and Town financial assets.

Recommended Action:

Approve Resolution 2022-02, a resolution establishing credit card authority, a designated officer and record keeper for the Town of Green Mountain Falls, Colorado.

Recommended Motion:

I move to approve Resolution 2022-02, a resolution and agreement between the Town of Green Mountain Falls, Colorado and UMB Bank, establishing, credit card authority, and designates, the Town Manager as the Designated Officer and the Town Clerk as the Record Keeper.

Respectfully,

Becky Frank

ORGANIZATION RESOLUTION AND AGREEMENT FOR CREDIT CARD PROGRAM

Nathan Scott, who is the undersigned Recordkeeper for the Town of Green Mountain Falls,
Colorado, (the "*Organization*"), a Town Government (*type of entity*) organized
under the laws of Colorado (*state*), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "*Recordkeeper*") and is authorized to provide this document to UMB Bank, n.a. ("*Bank*").
2. That at a meeting of the governing body of the Organization duly held on February 1, 2022 (*date*) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

RESOLVED, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("*Cards*") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

RESOLVED FURTHER, that Rebecca Frank is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

RESOLVED FURTHER, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and receipted for by Bank; and

RESOLVED FURTHER, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

RESOLVED FURTHER, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

IN WITNESS WHEREOF, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this 1st day of February, 2022.

RECORDKEEPER

**Signature by Secretary, Assistant Secretary, or other
Person certifying to this Resolution and Agreement**

Signature
Name: Nathan Scott
Title: Town Clerk

ADDITIONAL OFFICER

**Signature by Second Person, certifying to incumbency
of Recordkeeper**

Signature
Name: Rebecca Frank
Title: Town Manager

Affix Seal, if required by Organization's governing documents.

Additional Signatures of Members, Partners or Other Required Persons

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

Signature
Name: Jane Newberry
Title: Mayor

Signature
Name: Margaret Peterson
Title: Mayor Pro Tem

Signature
Name: Katherine Guthrie
Title: Trustee

Signature
Name: Sunde King
Title: Trustee

Signature
Name: Chris Quinn
Title: Trustee

Signature
Name:
Title:

Signature
Name:
Title:

Signature
Name:
Title:

Guidelines for Completion for Customers that are U.S. legal entities:

- Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor: All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- Governmental Entity: The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.

RESOLUTION NO. 2022-04

TITLE: A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, CANCELING THE APRIL 5, 2022 ELECTION AND DECLARING CERTAIN INDIVIDUALS ELECTED TO THE OFFICE OF TRUSTEE OF THE TOWN OF GREEN MOUNTAIN FALLS

WHEREAS, the Board of Trustees desires to cancel the April 5, 2022 election pursuant to C.R.S. § 31-10-507.

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

Section 1. The April 5, 2022, election is hereby canceled pursuant to C.R.S. § 31-10-507, because the only matter before the voters is the election of persons to office and as of the close of business on January 24, 2022, there were not more candidates than offices to be filled at the election.

Section 2. The following individuals are hereby declared elected to the office of Trustee or Mayor for the following terms:

Todd Dixon – Mayor	Term: April 2022-April 2024
Sean Ives – Trustee	Term: April 2022-April 202x
Nicholas Donzello – Trustee	Term: April 2022-April 202x
Sunde King – Trustee	Term: April 2022-April 202x

Section 3. The new Trustees and Mayor will be sworn in at the first regular meeting after the election date, which will be May 3, 2022.

INTRODUCED, READ, and PASSED this 1st Day of February 2022.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Jane Newberry, Mayor

(SEAL)

ATTEST:

Nate Scott, Town Clerk/Treasurer



BOARD OF TRUSTEES AGENDA MEMO

DATE: 02/01/2022	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		PPRTA CAC REDUCTION OPTIONS

Background: With the addition of additional member communities to the PPRTA the PPRTA Board of Directors was asked to explore options to distribute voting power amongst the members.

Discussion: In either scenario, the Town of Green Mountain Falls will be reduced to one dedicated vote. With Option #1 there is greater potential that an additional “At Large Alternate” seat be occupied by a Town designee. Additionally with Option #1, in the event of a split decision, an odd number of votes can be achieved. With Option #2, Manitou Springs retains their second vote but the number of “At Large Alternates” remains the same but would be two less than proposed in Option #1.

<u>CAC Membership Components</u>	<u>Option #1</u>	<u>Option #2</u>	<u>Current Composition Prior to Calhan Joining</u>
1. Colorado Springs	3	3	3
2. El Paso County	3	3	3
3. Manitou Springs	1	2	2
4. Ramah	1	1	2
5. Green Mountain Falls	1	1	2
6. Calhan	1	1	0
7. At Large	5	5	5
8. At Large Alternates	<u>6</u>	<u>4</u>	<u>4</u>
9. Totals	21	20	21

Recommended Action:

Move to support either Option #1 or Option #2.

Recommended Motion:

I _____, move to notify the PPRTA of the Town of Green Mountains Falls’ support of Option # ____.

Respectfully,

Becky Frank



Green Mountain Falls

COLORADO
OFFICE OF THE TOWN MANAGER

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

BOARD OF TRUSTEES AGENDA MEMO

DATE: 02/01/2022	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		CDBG Access for All-Gazebo Lake Park Improvements RFP

Background: The Community Development Block Grant (CDBG) administered and awarded through El Paso County is ready to go out to bid. The attached RFP to be posted to Bidnet pending approval will include the required HUD forms along with the current Davis Bacon wages that must be obtained within a window of ten days prior to posting.

Discussion: It was recommended by El Paso County Staff that the RFP go out during the month of March to allow the contractor time to complete the project prior to the November 9, 2022 deadline. The draft RFP includes the following timeline:

March 1, 2022- Posting on Bidnet
March 11, 2022- (time TBD) Pre-Proposal Meeting
March 14, 2022, 5:00PM- Deadline for questions
March 15, 2022, 5:00PM-Deadline for addenda
March 16, 2022, 5:00PM Bid Opening

This timeline allows for an opportunity to extend the RFP into April in the event that no qualified bids are submitted and ideally, the contract could be awarded at the regular BoT meeting on April 5th.

Recommended Action:

Approve the RFP as part of the regular consent agenda.

Respectfully,

Becky Frank

Request for Proposals
El Paso County Community Development Block Grant
Accessibility for All- Phase 1 Gazebo Lake Park Improvements
for the
Town of Green Mountain Falls, Colorado



Published: March XX, 2022

Proposal Deadline and Bid Opening: March 16, 2022 at 5:00 pm

Purpose

Obtain competitive proposals from qualified individuals or firms interested in improving access to transportation services and infrastructure, removing impediments to mobility, and increasing access to opportunities through the Access for All (Phase 1) Gazebo Lake Park Project.

Background

Green Mountain Falls (GMF) is a small mountain community incorporated in 1890. With a year-around population of about 700 and a summer population of 1200, the Town is a peaceful but vibrant community with a strong interest in the outdoors and the Town Park system, which centers around Gazebo Lake Park. The proposed project, funded through the El Paso County Community Development Block Grant, would be an improvement to inclusivity at this important Town park.

Project Budget and Timeline

The Project budget must not exceed \$150,000. Interested consultants should provide a scope of work and a practical budget for undertaking the project. The respondent should consider GMF's overall operating budget and limited staff to be as efficient as possible. Suggestions and solutions that minimize the expenses associated with tasks are welcome.

The Town intends to select a consultant and begin work as weather and ice conditions at the lake permit. The project must be complete no later than November 1, 2022.

Inquiries and Addenda

The Town will be holding formal pre-proposal meeting on Friday, March 11th at 11:00 AM at Green Mountain Falls Town Hall (10615 Green Mountain Falls Rd. 80819). Project related questions may be submitted up to Monday, March 14, 2022 at 5:00 PM and should be submitted to Town Staff:

Nate Scott, Clerk@gmfco.us

Becky Frank, manager@gmfco.us

Any addenda issued to this RFP will be distributed to all known RFP holders. No addenda to this RFP will be issued by the Town after Tuesday, March 15, 2022 at 5:00 PM.

Project Overview & Scope of Services

Install an accessible fishing pier on the south end of Gazebo Lake to include:

- Installation of ADA compliant fishing pier
- Concrete for 200ft of west lake wall with pier
- Fabrication and installation of stainless-steel handrail

Install an ADA compliant concrete pathway from the parking areas at the north and south end of Gazebo Lake connecting to a fishing pier:

- 1920 sq/ft of ADA compliant pathway (480ft long x 4ft wide x 4in thick)

Add Alternatives:

Installation of outlet stream to provide inclusive access to moving water for pleasure and play.

Inclusive playground equipment installation at the Gazebo Lake Park playground.

Submittal Requirements

Cover letter. Cover letter shall that succinctly explains the respondent's interest in the project.

Statement of project understanding. Narrative describing the respondent's understanding and approach to the project's objectives.

Qualifications. Provide names, titles, and responsibilities of key personnel responsible for the management and completion of this project. Include qualifications and experience, highlighting work in communities like GMF.

Work Plan and Schedule. Work plan for accomplishing the project, including tasks to be performed, summary of deliverables, with detailed schedule. Include expectations for GMF Staff time to be used to reduce the overall budget

Fee Proposal. Fee proposal that includes total project cost and a breakdown of costs by task. Include a corporate fee schedule that indicates the hourly rates charged for individuals identified on the project team and fees for reimbursable expenses. Tasks can be itemized as "optional" and bid independently to allow flexibility in fees.

References. Information about other work performed by the Consultant on similar projects and at least three (3) references from clients with whom the Consultant has performed similar services.

Each proposal should be submitted electronically in a portable document format to Town Hall to both the Manager and Clerk.

Becky Frank
Town Manager
manager@gmfco.us
719-684-9414 ext. 5

Nate Scott
Town Clerk
clerk@gmfco.us
719-684-9414 ext. 1

Method of Evaluation and Award

Receipt, registration, and opening of proposals will be conducted by committee to include at a minimum the Town Manager and Clerk. Responses to the RFP and modifications to proposals received after the deadline will be considered late and will not be accepted.

Proposals will be evaluated on a combination of criteria:

- Experience, qualifications, and technical capability of consultant and proposed staff;
- Ability to comply with federal regulations (see following HUD Form 92554M and HUD Form 4010 included in this document);

- Demonstrated understanding of the project and scope of work, project approach, and methodology;
- Demonstrated experience in similar towns and projects
- Schedule and plan for managing and delivering the desired project; and
- Cost of service and billing rates.
- **Registration with sam.gov required prior to bid submission.**

The Town is not required to take the lowest priced proposal. The Town reserves the right to evaluate the proposals in the manner deemed to be in the best interest of the Town. After evaluation of proposals, the Board of Trustees may award a contract or resolicit the RFP to obtain additional proposals. The Town of Green Mountain Falls reserves the right to reject any and all proposals. The contractor is required to comply with Davis

Resources Available

[2007 Comprehensive Plan](#)

[2019 Comprehensive Plan](#)

About the Town

Green Mountain Falls was built on tourism and has appreciated great success since the late-nineteenth century when its famous landmark, Gazebo Lake, was excavated. At that time, the streets were laid out with two hotels and about 100 tent cabins. A small train depot beside the lake brought visitors from across the country to relax in the cool mountain valley. Today, many of the vacation homes in Green Mountain Falls have been converted to year-round homes, but several historic buildings and Victorian houses remain. These include the Church in the Wildwood, built in 1889, the Hotel Outlook, originally a manse for the church, and the Lakeview Terrace Hotel.

The entrance to downtown was recently memorialized by a Town Hall, municipal offices, and fire station, off Highway 24 at Green Mountain Falls Road. Gazebo Lake still represents the center of GMF, with a cluster of small, local businesses surrounding it. The community attracts world-renowned artists every year for the Green Box Arts installation and the trails system brings hikers all summer to enjoy the spectacular views and quaint small town.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

SUPPLEMENTARY CONDITIONS TO THE CONSTRUCTION CONTRACT

U.S. Department of Housing
and Urban Development
Office of Housing

OMB Approval No. 2502-0598
(Exp. 9/30/2021)

Public Reporting Burden for this collection of information is estimated to average 0.2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number. While no assurance of confidentiality is pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information Act request.

Warning: Federal law provides that anyone who knowingly or willfully submits (or causes to submit) a document containing any false, fictitious, misleading, or fraudulent statement/certification or entry may be criminally prosecuted and may incur civil administrative liability. Penalties upon conviction can include a fine and imprisonment, as provided pursuant to applicable law, which includes, but is not limited to, 18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802, 24 C.F.R. Parts 25, 28 and 30, and 2 C.F.R. Parts 180 and 2424.

Article 1: Labor Standards

A. Applicability. The Project or program to which the construction work covered by this Contract pertains is being assisted or insured by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract or related instrument pursuant to the provisions applicable to such Federal assistance or insurance. Any statute or regulation contained herein shall also include any subsequent amendment or successor statute or regulation. The terms of this Supplementary Conditions to the Construction Contract (HUD-92554M) takes precedence over all provisions of the "General Conditions of the Contract for Construction" (AIA Document A201) inconsistent with said Supplementary Conditions.

B. Minimum Wages. Pursuant to Section 212 of the National Housing Act, as amended, 12 U.S.C. 1715c, the minimum wage provisions contained in this paragraph B do not apply to those projects with Security Instruments insured under Section 221(h)(1) designed for less than 9 families and they do not apply to those projects with Security Instruments insured under either Section 220 or 233 designed for less than 12 families.

1. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project) shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or

mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii)) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics that is not listed in the wage determination and that is to be employed under this Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, D.C. 20210 ("**Administrator**"). The Administrator, or an authorized representative, shall approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise HUD or its designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(c) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, shall issue a determination within thirty (30) days of receipt and so advise HUD or its

designee or shall notify HUD or its designee within the thirty (30) day period that additional time is necessary.

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs B.1.(ii)(b) or (c) of this Article, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit that is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), all or part of the wages required by the Contract, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Payrolls, records, and certifications.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the Project). Such records shall contain the name, address, and social security number of each such worker, his or her correct

classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii))), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of the Davis-Bacon Act (40 U.S.C. 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(a) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor shall submit the payrolls to the applicant, sponsor, or Owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, whether paper (Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347.pdf> or its successor site), or electronically pursuant to Program Obligations. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the Contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant sponsor, or Owner, as the case may be, for transmission to HUD or its designee, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee.

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or

supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph B.3.(ii)(b) of this Article.

(d) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Sections 3801 et seq of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under subparagraph B.3.(i) of this Article available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices shall be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by such Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the

program, but who has been certified by the Office of Apprenticeship, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where the Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship, or a State Apprenticeship Agency recognized by such Office, withdraws approval of an apprenticeship program, the Contractor shall no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees shall not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on

the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor shall no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 10 of this paragraph B and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage determination, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all Contract clauses referenced in this subparagraph.

7. Contract termination and debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor or a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act (40 U.S.C. 3144(b)(2)) or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Department . . . makes, passes, utters or publishes any statement, knowing the same to be false . . . shall be fined under this title or imprisoned not more than two years, or both."

C. Contract Work Hours and Safety Standards Act.

1. Applicability and Definitions. This paragraph C of Article 1 is applicable only if a direct form of federal assistance is involved, such as Section 8, Section 202/811 Capital Advance, grants etc., and is applicable only where the prime contract is in an amount greater than \$100,000. As used in this paragraph C, the terms "laborers" and "mechanics" include watchmen and guards.

2. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

3. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the immediately preceding subparagraph C.2, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of such subparagraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in such subparagraph.

4. Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract, or under any other Federal contract with the same prime contractor, or under any other Federally-assisted contract subject to the Contract Work

Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 3 of this paragraph C.

5. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 5 of this paragraph C and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in such subparagraphs 1 through 5.

D. Certification.

For projects with Security Instruments insured under the National Housing Act, as amended, that are subject to paragraph B of this Article 1, the Contractor is required to execute the Contractor's Prevailing Wage Certificate within HUD-92448 as a condition precedent to insurance by HUD of the Loan, or an advance thereof, made or to be made by the Lender in connection with the construction of the Project.

Article 2: Equal Employment Opportunity

A. Applicability. This Article 2 applies to any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee.

B. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

C. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

D. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a

notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.

H. The Contractor shall include the provisions of paragraphs A through H of this Article 2 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as HUD or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Article 3: Equal Opportunity for Businesses and Lower Income Persons Located Within the Project Area

A. This Article 3 is applicable to projects covered by Section 3, as defined in 24 CFR Part 135.

B. The work to be performed under this Contract is on a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very-low income residents of the unit of local government or the metropolitan area (or non-metropolitan county) as determined by HUD in which the Project is located and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the Project.

Article 4: Health and Safety

A. This Article 4 is applicable only where the prime contract is in an amount greater than \$100,000.

B. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

C. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926, and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

D. The Contractor shall include the provisions of this Article 4 in every subcontract so that such provisions shall be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as HUD or the Secretary of Labor shall direct as a means of enforcing such provisions.



Town of Green Mountain Falls
P.O. BOX 524
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414 www.gmfco.us

Special Events Permit Application

Title of Event: 84th Annual Bronc Day
Organization Name: Pikes Peak Chamber of Commerce
Organization Contact Name: Margaret Petersen
Phone: 719-761-9326 Email: DiscoverPikes@gmail.com

Dates of Proposed Event: Sat July 30th Start Time: 6am End Time: 4pm
Anticipated Number of Attendees: 800+ * would also like set up Fri July 29th
Request for Town utilities: Electric X Water _____ Gas _____ after 3pm

Description of the event: Parade - Pancake Breakfast - Vendor Booth - Food - Musical Entertainment - Kids games - Gold Panning
Type of audio/visual equipment proposed: PA System

Office Use:

Board Approval Date: _____

State Special Event Liquor License Approval Date: _____

Valid Liability Insurance will be submitted by: _____

Final fee assessment will be paid by: _____

Board of Trustees conditions for permit: _____

Town Clerk

Date

Mayor

Date

Event Permit Fee: _____

Traffic Control Fee: _____

Additional fees: _____

Special Event Permit Checklist

Thank you for considering historic Green Mountain Falls for your upcoming event. Any short-term activity that has the potential to impact public property or services must be permitted. Applications can be submitted up to twelve (12) months prior to an event, **but no later than sixty (90) days prior to the special event date. Updated liability insurance and final fees are due thirty (30) days prior to event.**

1. Completed Special Event Permit Application Form, signed and dated
2. Consent and General Release Form, signed and dated
3. Event details
 - a. Security (not provided by GMF)
 - b. Trash plan
 - c. Traffic plan
4. Certificate of Liability Insurance
5. Site plan sketch showing the proposed location of the following:
 - a. Street closures and barricades
 - b. Parking
 - c. Trash/recycling bins
 - d. Restrooms
 - e. Food, beverage, retail vendors
 - f. Signage
 - g. Audio/visual equipment
6. State of Colorado Special Event Liquor License Application with required documents
7. Applicable fees. Refer to Fee Schedule.

The undersigned representative of Pikes Peak Chamber of Commerce (organization) in consideration of privileges granted to him/her for use of the public properties of the Town of Green Mountain Falls for 84th Annual Bronc Day (event title/date of event), does hereby release, discharge, and agree to hold free and harmless the Town of Green Mountain Falls from any and all actions, and causes of action arising out of or relating to any loss, damage, or injury including death of any participant or spectator, while in or on the premises of any public property within the Town of Green Mountain Falls for any purpose related to the above mentioned event.

By signing the foregoing release, the undersigned hereby acknowledges understanding that

- all participants and spectators must obey all regulations, laws, and ordinances of the Town of Green Mountain Falls, including but not limited to §7-54; §7-103; 10-273; §11-97
- he/she has read the foregoing release, and the attached statement for conducting a special event in the Town of Green Mountain Falls
- understands both documents and signs this agreement voluntarily.

Signature of Applicant:  Date: 1-28-22



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Nate Scott, Town Clerk/Treasurer; acting Planner
Re: Staff Report, January 28, 2022

Routine activities continuing:

- Payroll
- Agenda packet preparation
- Meeting management
- Legal notices and postings
- Gazebo inquiries
- Licensing management

UPDATES

Thanks to Becky, the Board, and committee members for a warm welcome!

Clerk/Treasurer:

- \$92,491.00 ARPA reimbursement received.
- \$45,184.68 PPRTA Maintenance reimbursement pending.
- Pension has been setup in payroll.
 - o Deductions for employees and Town contributions started with Jan. 21 payroll.
 - o Retro-active contributions will be calculated soon.
- Election:
 - o Three candidates for Trustee, one for Mayor.
 - o Petition regarding form of government. Format was not good – petitioners have been advised and it will not be on the April ballot.
- Licensing:
 - o STR and Business license renewals are functioning well in MuniRevs.
 - o Requesting quote from MuniRevs to add revocable permits into the system.
- Website/social media:
 - o Caught up on missing minutes/videos. Some gaps, but where one doesn't exist, the other does.
 - o Making a point to post more on Facebook and create news postings on website.
- Volunteer needs:
 - o We have many vacancies on committees:
 - one vacancy on the Parks, Recreation, and Trails Committee.
 - two vacancies on the Fire Mitigation Advisory Committee.
 - three vacancies on the Planning Commission.
 - o Facebook post pinned, website news flash, and posted at Post Office.

Planning:

- Short Term rentals:
 - One STR application processing now – 11065 Falls Avenue – in comment period.
 - One pending – 10870 Olathe – just waiting on one more document.
 - These two will make 49 out of 60 approved STRs.
 - Becky and I have some ideas about enhancing STR management...stay tuned.
- Land Use Code
 - 2/3 of budget used so far.
 - Nina in final stretch, composing last two installments and modifying 1st based on feedback.
 - Tentative schedule:
 - April 12, public hearing at PC, recommendation to Board.
 - April 19, public hearing at Board, possible adoption.
- Recently approved permits:
 - January: 11120 Falls Ave – deck
 - December: 10680 Florence – garage roof and deck
 - November:
 - 10735 Denver – new deck
 - 10650 Hondo – sale of town parcel
 - September:
 - 11070 Belvidere – SFH addition
 - 6620 Pine – deck
 - August: 6960 Howard - deck



**Marshal's Office
Green Mountain Falls Colorado**

Marshal Virgil Hodges
10615 Green Mountain Falls Road, PO Box 549 Green Mountain Falls, Colorado 80819
Phone (719) 684-9415

1/3/21

TO: The Board of Trustees
FROM: Marshal Virgil Hodges
SUBJECT: Activity for December 2021

	MARSHAL and DEPUTY	RESERVES	TOTAL
HOURS WORKED	311 PATROL (280)	40.5 PATROL (10)	351.5 PATROL (290)
ACTIVITY			
911 HANG-UP/MISDIAL	2		
FRAUD	1		
THEFT	1		
TRAFFIC	1		
ALARMS	2		
CHECK THE WELFARE	4		
VIN INSPECTION	1		
SUSPICIOUS INCIDENT	1		
DOMESTIC VIOLENCE (REPORTED)	1		

Other items of interest:

Respectfully Submitted,
Virgil Hodges Marshal, Town of Green Mountain Falls, CO.
719-684-9415
marshal@gmfco.us



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Becky Frank, Manager
Re: Staff Report, January 28, 2022

Rolling Project Roster:

- Employment Opportunities-Need to post Planner position on website or develop plan to backfill this position. Brian Bundy continues to assist and has been training Nate and myself on AP and other duties. Recommend scheduling a work session to discuss options.
- Stilling Basins (PPRTA)-waiting on RFP for this project to go out to bid.
- Gazebo Lake (El Paso County CDBG Accessibility for All)-RFP drafted and ready to go to bid upon approval. Next steps-draft contract to be ready post bid award.
- Wayfinding signage-project nearly complete with one sign install remaining.
- Parking Management Plan-Working with Interstate Parking to get ready for the 2022 season.
- Fitness Court-looking into options for the restroom and Wi-Fi.
- Comprehensive Roads Plan-Approved. RFP in initial stages of Draft. This will be done by our next meeting for approval of RFP so that it can go out to bid.
- Code Project-last publication in the newspaper was 1/26/22. The code changes will take effect on 2/25/22 (30 days after publication).

UPDATES

Please see the attached reports for the following departments:

Clerk/Treasurer, Planning, Marshal's Office

Public Works:

- Preliminary Ice Testing complete (8-12 inches). PW is reviewing the CIRSA resources to incorporate additional actions as appropriate.
- Parts for the grader have arrived and repairs are in progress to get it ready for this season.
- Continued signage updates.
- Public Works is reviewing the 2021 CIRSA report to implement recommended changes.

Town Manager:

- PPRTA- Nate and I attended an orientation. Reporting and reimbursement requirements have been met and they have requested feedback from the BoT regarding member votes. Please see agenda memo on the topic for further explanation.
- Wildfire mitigation opportunities-Nate and I attended the Teller County Wildfire Council's annual work planning meeting. We are looking into an opportunity to have a pilot project and host a TAVA crew. I'll get you more information on this potential opportunity as it becomes available.
- CSU Utilities Franchise Agreement-In addition to the information provided on the memo, CSU is investigating the cause of the non-functional park light and will assist us in repairing it.



Green Mountain Falls

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BOARD OF TRUSTEES AGENDA MEMO

DATE: 02/01/2022	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		Parks Restroom Correspondence

Background: The Town has committed to construct a restroom at the fitness court as part of the agreement with the Kirkpatrick Family Fund. The current budget for this project, and to upgrade the restrooms at Lake Park is:

\$70k approx. each Pit Toilet x1

\$20,736.26k for Lake Park restroom upgrade

Discussion: The budgeted cost estimate was for a vault toilet. It has been communicated that we explore the option of a plumbed restroom at the fitness court. A plumbed restroom would require either winterizing or being heated during the winter months in addition to needing a septic system which could impact the cost.

Recommended Action:

Staff Guidance: Discussion on RFP options:

- Draft RFP for a vault toilet and the Lake Park restroom upgrade
- Draft RFP for both options (Plumbed and Vault) and Lake Park restroom upgrade
- Other option

Respectfully,

Becky Frank