



Town of Green Mountain Falls

Board of Trustees Regular Meeting Agenda

10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

Tuesday, April 5, 2022, at 7:00 p.m.

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

REGULAR MEETING:

	ITEM	DESIRED OUTCOME
1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	BOT Action Desired
3.	CONSENT AGENDA: a. Accounts Payable from Mar. 12, 2022, to Apr. 1, 2022 b. Minutes from Mar. 15, 2022, Board of Trustees Meeting	BOT Action Desired
4.	PROCLAMATION: National Library Week Taryn Malila, Manager, Ute Pass Library	
5.	PROCLAMATION: El Paso County - Child Abuse Prevention Month Stacie Kwitek-Russell, Dept. of Human Services Executive Director Kristina Iodice, Dept. of Human Services Public Information Officer	
6.	APPOINTMENT: Pikes Peak Regional Building Department - Advisory Board Member	BOT Action Desired
7.	COSWAP Grant: Request for 12 more weeks in 2023	BOT Action Desired
8.	EIAF Grant - Comprehensive Road Plan – Bid Award & Professional Services Agreement	BOT Action Desired
9.	CDBG Grant - Gazebo Lake – Bid Award & Contract Authorization	BOT Action Desired
10.	CUSP Fire Mitigation – Cost Share Agreement	BOT Action Desired
11.	Pikes Peak Rural Transportation Authority – PPRTA Bylaws, CAC Membership, and PPRTA 3 Presentation	BOT Action Desired
12.	REPORTS a. Trustee Reports b. Committee Reports c. Staff Reports	Information Only
13.	CORRESPONDENCE a. Family Leave Opt-Out Update b. GMF Community Potluck c. Fire Mitigation Informational Town Hall @ Sallie Bush d. Resolution 2022-05 - PTO Payout Update	Information Only
14.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
15.	EXECUTIVE SESSION: Pursuant to C.R.S § 24-6-402(f) for the Purpose of Personnel Matters, Specifically to Evaluate Applicants for Position of – Town Marshal	
16.	ADJOURN	

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

Town of Green Mountain Falls

Vendor Invoices Journal

from March 12, 2022 to April 01, 2022

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Amount	Ref Total
1-00-00-2000 General-Accounts Payable							
03/18/2022	220640	CIRSA	Cirsa	1-10-02-5113	General-Administration-Operations-Services - Professional	500.00	500.00
03/23/2022	5200166935	COSpringUtil	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	149.78	149.78
03/23/2022	5872676037	COSpringUtil	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	15.28	15.28
03/23/2022	6357261325	COSpringUtil	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	280.98	280.98
03/23/2022	7990482304	COSpringUtil	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	86.85	86.85
03/23/2022	9827690757	COSpringUtil	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	25.16	25.16
03/23/2022	9995234678	COSpringUtil	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	19.77	19.77
03/25/2022	03252022	brianbundy0000	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	600.00	600.00
03/29/2022	0048191	CEBT	CEBT	1-10-01-5020	General-Administration-Labor-Labor - Health Insurance	3,178.60	
03/29/2022	0048191	CEBT	CEBT	1-40-01-5020	General-Public Safety-Labor-Labor - Health Insurance	2,665.40	
03/29/2022	0048191	CEBT	CEBT	1-70-01-5020	General-Public Works-Labor-Labor - Health Insurance	943.80	6,787.80
03/29/2022	INV-KSW-003584	govosinc0000	GovOS, Inc.	1-20-02-5104	General-Interdepartmental-Operations-Fees - Software	675.00	675.00
04/01/2022	5839	usamanageme0000	USA Management	1-60-02-5113	General-Pool-Operations-Services - Professional	2,755.20	2,755.20
Total For 1-00-00-2000 General-Accounts Payable							11,895.82

TOWN OF GREEN MOUNTAIN FALLS
Board of Trustees Regular Meeting
Town Hall – 10615 Green Mountain Falls Road
Streamed via YouTube
Tuesday, March 15, 2022 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Jane Newberry
Trustee Margaret Peterson
Trustee Sunde King

Town Manager

Becky Frank

Town Clerk/Treasurer/Planner

Nate Scott

Administrative Assistant

Vacant Position

Board Members Absent

Trustee Chris Quinn
Trustee Katharine Guthrie

Town Attorney

Not present

Public Works Department

Not present

Marshal's Department

Not present

Planning Department

Vacant Position

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

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

2. Additions, Deletions, or Correction to the Agenda

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

3. Consent Agenda

- a. Accounts Payables from Feb. 22, 2022, to Mar. 11, 2022
- b. Minutes from Mar. 1, 2022, Board of Trustees Meeting

Trustee Peterson moves to approve consent agenda. Trustee King seconds. Motion passes unanimously.

4. Amendment to Stilling Basins Contract

TM Frank – not actually a change to stilling basins contract (doesn't exist yet), but the current contract which allows for Wilson and Co. to prepare the RFP for the Stilling Basins RFP. This additional cost is due to necessary relocation of water lines and is reimbursable from Colorado Springs Utilities.

No Board discussion, Mayor Newberry moves to approve. Trustee Peterson seconds. Motion passes unanimously.

5. Resolution 2022-05: Amendment to Employee Handbook – PTO Payout

Mayor Newberry gives background of current policy. Discussion about the specifics of PTO policy and whether Town PTO can be fully paid out (vacation and sick time are combined).

Mayor Newberry moves to approve the Resolution as presented, pending employer council review. If not approved, it will need to be brought back to the Board. Trustee Peterson seconds. Motion passes unanimously.

6. Volunteer Application – PRT Committee – Ron Gans

Discussion about whether Mr. Gans knows that this is a new committee – not just Trails Committee as indicated on the application. It is verified that he does know that, via PRT Secretary Nancy Dixon.

Trustee Peterson moves to approve the application, based on recognition that this is a new PRT Committee, not just Trails. Trustee King seconds. Motion passes unanimously.

7. Volunteer Application – FMA Committee – Kelly Hunter

Mayor Newberry moves to approve the application. Trustee Peterson seconds. Motion passes unanimously.

8. Reports

a) Board:

- i. Trustee Peterson: question about pool opening timeline. TM Frank gives an update.

b) Committees:

- i. FMA: TCTP Scott gave an update on COSWAP grant initial meeting.
- ii. Planning Commission: targeting a work session for Planning Commission on March 28 and public hearing at the April 12 PC meeting (for Land Use code).

c) Staff:

- i. TM Frank gives a summary of the included staff report.
- ii. TCTP Scott gives a summary of the included staff report. In addition, mentions an upcoming drone survey project that will happen in town over Memorial Day weekend.

9. Correspondence

No correspondence.

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

Todd Dixon, Planning Commission Chair: comment of caution about drone project; make sure to go by FAA regulations.

11. Adjourn

The meeting adjourned at 7:44 p.m.

Nathan Scott, Town Clerk/Treasurer

Jane Newberry, Mayor

Proclamation Recognizing National Library Week (April 3-9, 2022)

WHEREAS, public libraries are accessible and inclusive places that foster a sense of connection and build community;

WHEREAS, libraries connect people to technology, providing access to broadband internet, computers, and training that are critical for accessing education and employment opportunities;

WHEREAS, libraries offer opportunities for everyone to connect with new ideas and become their best selves through access to multimedia content, programs, and classes – in addition to books;

WHEREAS, today's libraries and their services extend far beyond the four walls of a building and everyone is welcome to use their resources;

WHEREAS, in times of crisis, libraries and library professionals play an invaluable role in supporting their communities both in person and virtually;

WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve and ensure equity of access for all;

WHEREAS, to adapt to our changing world, libraries are expanding their resources and continuing to meet the needs of their patrons;

WHEREAS, libraries have long served as trusted and treasured institutions for all members of the community including veterans, active service military and their families, small business owners, community organizations, and churches regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries are cornerstones of democracy, promoting the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, be it resolved that the **Town of Green Mountain Falls Board of Trustees** proclaim National Library Week, April 3-9, 2022. During this week, we encourage all residents to connect with **Pikes Peak Library District** by visiting online or in person to access resources and services.

DONE THIS 5th day of April 2022, at Green Mountain Falls, Colorado.

**GREEN MOUNTAIN FALLS
BOARD OF TRUSTEES**

Jane Newberry, Mayor

Margaret Peterson, Mayor Pro Tem

Katharine Guthrie, Trustee

Sunde King, Trustee

Chris Quinn, Trustee

ATTEST:

Nate Scott
Town Clerk/Treasurer

Proclamation Recognizing April as Child Abuse Prevention Month

WHEREAS, finding solutions for child abuse and neglect – a serious problem affecting every segment of our community – requires input and action from everyone because the well-being of our children today will shape the future of Colorado and our community; and

WHEREAS, childhood trauma can have long-term psychological, emotional, and physical effects that have lasting consequences for victims of abuse and neglect; and

WHEREAS, all parents and caregivers need support sometimes, and supporting all children and families early is far less costly to society and individuals than healing from trauma; and

WHEREAS, community leaders, policymakers and elected officials play a unique role in building a community for kids by understanding the programs and policies that support child maltreatment prevention, listening to parents' needs, and examining community planning through this lens to build healthy communities; and

WHEREAS, effective prevention efforts succeed because of partnerships created among human service agencies, Public Health, the District Attorney's Office, schools, faith and civic organizations, the medical community, law enforcement and first responder agencies, the business community, nonprofits and concerned citizens; and

WHEREAS, everyone plays a role in preventing child abuse and neglect, helping to build thriving communities, so that families and children may also thrive.

NOW, THEREFORE, the Town of Green Mountain Falls Board of Trustees hereby proclaims April as Child Abuse Prevention Month in the Town of Green Mountain Falls. No matter where you live, everyone has the power to contribute towards a brighter tomorrow for all children.

DONE THIS 5th day of April 2022, at Green Mountain Falls, Colorado.

**Green Mountain Falls
Board of Trustees**

Jane Newberry, Mayor

Margaret Peterson, Mayor Pro Tem

Katharine Guthrie, Trustee

Sunde King, Trustee

Chris Quinn, Trustee

ATTEST:

Nate Scott
Town Clerk/Treasurer



BOARD OF TRUSTEES AGENDA MEMO

DATE: 03/31/2022	AGENDA NO. 6	SUBJECT:
Presented by: Nate Scott, Town Clerk		PPRBD Advisory Board Appointment

Background:

Pikes Peak Regional Building Department is saddened by the fact that Chris Quinn will not be able to represent the Town of Green Mountain Falls any longer on the Department's Advisory Board, as he will no longer be an elected official. Mr. Quinn has been instrumental to the sustainability of the Advisory Board of the Department and the continued, valued, and successful working relationship between the Department and the Town of Green Mountain Falls. His absence, as you are aware, will create a vacancy on the Advisory Board for the Town of Green Mountain Falls to fill. For purposes of briefing you and your Board of Trustees, we provide the following summary:

The Advisory Board meetings are held the third Wednesday of each month at 12:30 p.m. The next regular meeting for the Advisory Board will be held on Wednesday, April 20, 2022; the Advisory Board members are invited to a luncheon for board members and RBD staff only prior to the meeting, commencing at 11:30 a.m. in the conference room next to the board room.

The Department is currently holding hybrid public meetings. The Resolution specific to continued electronic participation and its requirements is attached for your review.

Our attorney, Virginia ("Jina") Koulchitzka, requested that I send the following additional information to you, which is an overall background of the Department. The Advisory Board is currently comprised of:

Darin Tiffany	Board of Review member
Richard Applegate	City Council member, City of Fountain
Vince Colarelli	Board of Review member
Mitchell LaKind	Board of Trustees member, Town of Monument
Jeff Finn	Board of Review member
Loren Moreland	Board of Review member
Chris Quinn	Board of Trustees member, Town of Green Mountain Falls
Christine Riggs	Board of Review member
John Graham	Mayor, City of Manitou Springs
Bill Bass	Mayor, Town of Palmer Lake

Mr. Darin Tiffany is the Chair and Mr. Richard Applegate is the Vice-Chair of the Advisory Board.

Pikes Peak Regional Building Department (the "Department") is responsible for the administration and enforcement of all building and construction codes, which include codes that govern enumerations, floodplain, building (commercial and residential), plumbing, mechanical and electrical work adopted by its member jurisdictions.

The Department is self-funded with revenue generated from plan reviews, permits, and licensing fees. Fee adjustments are proposed when the Regional Building Commission determines them to be necessary to maintain the

Department's operation. Notwithstanding the fact that the Department has not increased fees in the jurisdictions served by the Department since 1999, the Department maintains the lowest fees in the State of Colorado for single-family housing, and second lowest in the State for new commercial projects, second only to Pueblo by a small margin.

The Department's 2022 Budget extended for the sixth consecutive year the Department's Licensing Reward program for contractors (excluding fire licensed contractors) that have been licensed with the Department for at least 3 years, remain in good standing, and have no "administratively closed" status permits at the time of renewal of their license. If such criteria are met, the qualifying contractors may renew their license / registration at no cost. Those licensing fees range from \$75-200 per contractor, and in the past five years the non-collection of such fees has resulted in approximately \$300,000 annual savings to those qualifying contractors.

In the last few years, the Department developed a Resolution of Intent for Participation with External Organizations, which outlines specific criteria and processes for funding requests from external organizations.

To date, the Department and its continued operations are what sustain a thriving construction industry, and resulting local economic impacts, in the El Paso County and Woodland Park regions. The construction industry continues its operations and continues to show strength in 2022.

The Department was created by an inter-governmental agreement between the Board of County Commissioners of the County of El Paso and the City of Colorado Springs in 1966 to provide uniform and regional service to their jurisdictions. The cities of Fountain and Manitou Springs, and the towns of Green Mountain Falls, Monument and Palmer Lake soon became parties to the agreement. The City of Woodland Park, having authority to adopt and enforce building or construction codes in their jurisdiction, later contracted with the Department for inspection and enforcement services.

The Department is administered by the Regional Building Commission, which is a three-member governing body consisting of one county commissioner designated by the Board of County Commissioners of the County, one council member designated by the City Council of the City of Colorado Springs, and one elected official chosen by the other five-member entities to the inter-governmental agreement from a list supplied by the other member entities. The Regional Building Commissioners' terms are for two years. The Regional Building Commission provides general supervision of administration and policy direction to the Department. Among its powers and functions, the Regional Building Commission is responsible for budget oversight, approval of the Department's budget and other financial matters relating to the operation of the Department's budget. The Regional Building Commission meets on the fourth (4th) Thursday of each month.

The Regional Building Advisory Board ("Advisory Board") assists the Regional Building Commission in matters relating to the administration, financing, and budget of the Department. The Advisory Board consists of the Department's five-member Board of Review (as appointed by the City of Colorado Springs and El Paso County) and one appointed representative (elected City Council or Board of Trustees member) from each of the remaining five-member entities.

Here is a description of the Advisory Board's duties and responsibilities in accordance with the Department's operating documents:

"Advisory Board" shall be that Board rendering advice in the administration operation of the department as provided in the agreement between the Cities and the County dated November 6, 1981 and shall be composed of the five-man Regional Board of Review, and such other members as may hereafter be appointed pursuant to the said agreement of November 6, 1981. The members of the Advisory Board shall serve in an advisory capacity in matters relating to administration, financing, and budget of the department, in addition to their function as the Board of Review, and nothing herein shall be construed to limit their functions or powers as a Board of Review. Representatives of additional member entities may become members of the Advisory Board from time to time as said political subdivisions contract with the department for building code inspection and enforcement purposes pursuant to the terms of said agreement of November 6, 1981.

The November 6, 1981 agreement, as referenced above, was amended and restated by that certain intergovernmental Agreement dated October 12, 2004, a copy of which is attached.

Members of the Board of Review and its advisory committees are appointed for a three-year term. The Regional

Building Technical Committee and the Regional Building Licensing Committee advise the Board of Review. These committees are responsible to make recommendations regarding requests for variances from code requirements, review license applications, and review the performance of work required under the various building codes.

Notwithstanding, all Department operations are under the decision-making authority of the Regional Building Official, Mr. Roger Lovell. Mr. Lovell's 2022 Budget Message is attached for your review. It summarizes well the accomplishments of the Department and the remaining strategic goals. It also discusses the upcoming code(s) adoption in 2023, which your representative will have the opportunity to experience both as a member of the Advisory Board and an elected official for the Town of Green Mountain Falls.

I have copied both Ms. Koulchitzka and Mr. Lovell on this e-mail communication.

We all look forward to working with Green Mountain Falls' newly appointed Advisory Board member. Please do not hesitate to contact me should you have any questions.

Linda

Linda L. Gardner

Executive Administrative Assistant

Pikes Peak Regional Building Department

O: 719-327-2989 E: linda@pprbd.org W: pprbd.org

Discussion:

Recommended Action:

Move to appoint a Trustee to be on the Pikes Peak Regional Building Department or move to table this appointment until the new Board is seated in May.

Respectfully,

Becky Frank

AGREEMENT

PIKES PEAK REGIONAL BUILDING DEPARTMENT

THIS AGREEMENT made and entered into this 12th day of October, 2004, by and between the City of Colorado Springs, Colorado, the City of Fountain, Colorado, the City of Manitou Springs, Colorado, the Town of Green Mountain Falls, Colorado, the Town of Monument, Colorado, and the Town of Palmer Lake, Colorado (collectively, the "Cities"), and the Board of County Commissioners of the County of El Paso, Colorado (the "County"), to establish a joint facility for service under the authorization of Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, as amended, known as the Pikes Peak Regional Building Department (the "Department").

W I T N E S S E T H;

WHEREAS, the Cities and County have operated a Regional Building Department by agreement for the past several years; and

WHEREAS, it has been determined that continuation of the Regional Building Department concept would best serve the region; and

WHEREAS, the Cities and County have adopted nearly identical building codes to regulate all building construction, including electrical, mechanical, plumbing, and other construction related procedures within the Cities and in the zoned areas in El Paso County excluding any other municipal territory; and

WHEREAS, it has been determined that joint facilities should continue to be used and maintained for the Administration and enforcement of each such building code.

NOW, THEREFORE, IT IS AGREED;

I ORGANIZATION

1. There is established a joint facility for service under the authorization of Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, as amended, which shall continue to be known as the Pikes Peak Regional Building Department, hereinafter "Department". The function and responsibility of the Department shall be the administration and enforcement of the building and construction codes of its member entities in accordance with THIS AGREEMENT.
2. The governing body of the Department shall continue to be known as the Regional Building Commission hereinafter "Commission". The Commission shall be composed of one council member designated by the City Council of the City of Colorado Springs, one county commissioner designated by the Board of County Commissioners of the County, and one elected official, chosen by the other member entities from a list supplied by the other member entities.
3. All appointments shall be for a term of two years. Vacancies shall be filled in the same manner as the original appointment. All existing appointments shall be recognized and completed according to their terms.

4. The Commission shall have the following powers and functions:
- a. Provide general supervision of administration and policy direction to the Department.
 - b. Appoint the Administrator of the Department who shall serve at the pleasure of the Commission.
 - c. Prepare or cause to be prepared, the annual budget of the Department, reflecting estimates of revenues and expenditures for the coming calendar year and containing such other information as the City of Colorado Springs and County shall require. Such budget may also include such recommendations as to other financial matters relating to the operation of the Department as the Commission may desire. Such budget shall be submitted to both the City of Colorado Springs and the County on such forms as each may prescribe. The submission should be made to each entity's budget office, where final approval of the Department's budget shall be by the City Council of Colorado Springs and the Board of County Commissioners during their respective budget process.
 - d. Make monthly reports of actual revenues and expenditures of the Department to the City of Colorado Springs and the County on or before the 15th day of the month following the reported transaction. Such reports shall be in such detail as the City of Colorado Springs and the County shall require.
 - e. Cause to be made an accounting and audit of the financial operations of the Department by an independent Certified Accountant at the end of each calendar year.
 - f. Meet at regular time to be established by the By-Laws of the Commission.
 - g. Adopt such By-Laws, promulgate such Rules and Regulations and do all things necessary to the proper governance and administration of the Department.
 - h. All meetings of the Commission shall be public except that upon agreement of the majority of the Commission meetings may be adjourned to executive session to consider matters related to personnel, litigation (whether pending or threatened), contract negotiations or any matter now or in the future permitted by State law to be considered in executive session. No final decisions of the Commission may be made in executive session.
 - i. Make and execute any and all contracts and other instruments that it may deem necessary or convenient to the exercise of its powers.
 - j. Acquire any property or any interest in property by purchase, lease, option, gift, grant or otherwise.
 - k. Sell, convey or lease any property or grant easements, licenses or other rights or privileges therein.
 - l. Mortgage, pledge, hypothecate or otherwise encumber or dispose of its property.

- m. Construct, erect, repair, alter or remodel buildings and structures for use by the Department.
 - n. Invest any of its funds not required for immediate disbursement in any investment in which public bodies may legally invest funds subject to their control.
 - o. Issue bonds, notes or other obligations from time to time payable from the revenues of the Department and solely in furtherance of any of its purposes or to refund any bonds, notes or other obligations issued by the Department. Such bonds, notes or other obligations (i) shall be special obligations of the Department and shall not be obligations of the Cities, or any of them, or obligations of the County; (ii) shall not constitute an indebtedness or a multiple fiscal year financial obligation of the State of Colorado or of any county or municipality of the state; and (iii) shall not be issued by the Department except upon the prior approval of (A) a majority of the members of the Board of County Commissioners of El Paso County, (B) a majority of the members of the City Council of the City of Colorado Springs, and (C) the governing bodies of a majority of the other Cities. No commissioner or other officer of the Department shall be liable personally on such bonds, notes or other obligations or be subject to any personal liability by reason of the issuance thereof. The terms, conditions, and details of said bonds, notes, or other obligations shall be set forth in the resolution authorizing said bonds, notes, or other obligations. Such bonds, notes or other obligations may be sold at public or private sale, may be issued to mature at such times not beyond forty years from their respective issue dates, shall bear interest at such rates, and shall be sold at, above, or below the principal amount thereof, all as shall be determined by the Commission.
- 5.
- a. In all matters relating to the administration and operation of the Department, the Commission shall receive the advice of an Advisory Board which shall consist of the five-person Regional Board of Review jointly appointed by the City of Colorado Springs and the County under their respective statutory and ordinance (Building Code) provisions. Such members shall serve in an advisory capacity in matters relating to administration, financing and budget of the Department, in addition to their function as a Board of Review, and nothing herein shall be construed to limit their function or powers as a Board of Review. Additional advisory members to the Advisory Board may be added from time to time as representatives of other political subdivisions who are party to THIS AGREEMENT.
 - b. The Advisory Board shall meet at least monthly. The Advisory Board's meetings shall be at least one week prior to the meeting of the Commission, at which time they shall formulate recommendations, whether upon their own motion, from the Public, or the Department. Minutes of the Advisory Board meetings shall be prepared and distributed to the Commission at least two days prior to the meeting of the Commission.
 - c. The Advisory Board shall adopt By-Laws for the conduct of its members.

II PERSONNEL

6. Except as herein provided, the employees of the Department shall be responsible to their duly appointed Administrator, and the Administrator to the Commission.
7. The Department may contract with either the City of Colorado Springs or the County or with another entity, either public or private, for bookkeeping and records services and such other services as the Commission deems necessary. The cost of such services shall be considered an expense of the Department.
8. By resolution, the Commission shall adopt personnel policies and procedures for the governance of employees of the Department. The personnel policies and procedures shall include, but not be limited to, such matters as hiring, discipline, grievance, compensation, holidays, vacations, sick time, leave of absence, termination, participation in various forms of insurance, credit union privileges and the like.

III CODE ADMINISTRATION

9. The member entities agree that to the extent possible each will continue to adopt building codes as nearly uniform as possible, and to that end each entity will submit proposed changes through the established review process of the Department before amending any building code.
10. The Department is charged with the administration of the building construction codes of the Cities and County, including without limitation:
 - a) Licensing or registration of building trades contractors and/or journeymen as defined in the Building Code. There shall be but a single license required of a contractor within the area served by the Department to do work authorized by such license, and all parties entering into a contract with the Commission shall not license or register contractors (or subcontractors) further within their jurisdiction, for work under the scrutiny of the Department.
 - b) Collection of all fees;
 - c) Checking of plans for code compliance;
 - d) Inspections at construction site as required to assure code compliance, including right of entry for such purposes.
11. The Department is charged with enforcement of the building construction codes of the Cities and County and other political subdivisions that may contract for the services of the Department.
12. Zoning and subdivision administration shall be the responsibility of each contracting party and not of the Department.

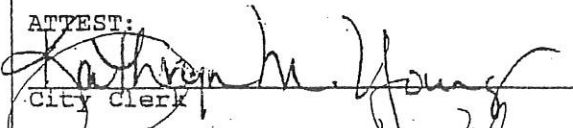
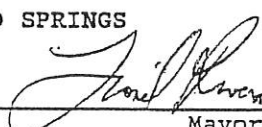
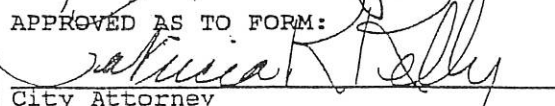
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FINANCIAL ADMINISTRATION

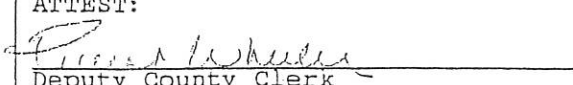

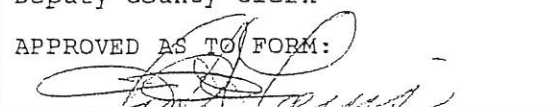
13. The Commission shall have custody and control of all movable equipment including without limitation automobiles, office equipment, furniture, fixtures and accessories. Such equipment shall be leased or purchased with revenues of the Department. Legal title to such items shall be in the Commission. In the event of termination of this Agreement, such equipment shall be offered to the parties, in quantities as much as they desire, at cost less accumulated depreciation. All movable equipment remaining shall be offered at public sale to the highest offer. All proceeds shall be distributed among the participating entities.
14. The Commission shall establish fees to be paid, either under their various building construction codes for issuance of permits to perform construction work, or other services the Department may render, subject to the approval by the member entities to this Agreement. (Cost studies shall be conducted to determine when fees should apply). It is the declared intention of this Agreement that such fees and the methods of computing such fees shall be uniform throughout the region to the extent possible. It is the intention that the Department shall be self supporting, but not profit-making, and to that end, such fees shall be established and from time to time reestablished as herein set forth as the need shall become apparent to the Commission.
15. All jurisdictions included under this contract including Federal, State and local governmental agencies shall take out and pay for permits for all construction work conducted by them requiring Department services. In the case of construction by Federal, State or local government agencies which require a resident professional engineer and inspectors full time on the site of construction, their written verification of Code compliance may be accepted by the Department for that project. A listing of these persons and their experience shall be submitted to the Department for review. Permit fees for such projects shall be based on actual expenses to the Department for services rendered including, but not limited to, the checking of plans, reviews, or other work considered necessary by the Regional Building Official. Federal, State and local governmental agencies shall pay for complaint response services rendered by the Department in their jurisdiction, at the rate established by the Commission for that service.
16. All special projects conducted within the region, requiring Department services shall comply with the provisions of paragraph 15. Monies for these services shall be paid out of project costs.
17. The Department shall be treated as an enterprise fund. All monies received by the Department shall be placed in the fund and all salaries, operating and capital expenditures shall be paid out of the fund. The monies shall be deposited for investment purposes, and the monies and the earnings thereon shall remain under the direct control of the Commission and shall comply with the provisions of paragraph 7. Accounts shall be kept using Standard Governmental Accounting Procedures.
18. To the extent possible, the Regional Building Department cash balance shall be maintained at no less than 25%, nor more than 50% of the annual budget. The phrase "cash balance" includes cash in any and all accounts with the exception of the capital reserve account. The capital reserve

account is not to exceed a balance of \$2,900,000.00 plus accrued interest. The Commission shall cause a yearly review at budget time and, upon their projected findings to the year's end, adjust fees and permits, in accordance with paragraph 14, to maintain the desired Regional Building Department cash balance. The new fee and permit schedule will be effective upon approval of the Cities and County.

V
OTHER

20. Amendments: This AGREEMENT may be amended upon approval of the Cities and County.
21. Contract Services: Any jurisdiction having authority to adopt and enforce building or construction codes in the Pikes Peak Region may contract with the Commission for inspection and enforcement services.
22. Term - Termination: This AGREEMENT shall remain in force and effect and shall automatically be renewed on January 1 of each succeeding year unless a member entity desires to withdraw from further participation. In that event, such entity shall notify the other entities in writing by July 1 of the year of termination.
23. All acts and deeds of each of the Committees, Boards, Building Commission and all obligations of the parties which have previously been made, are hereby ratified, affirmed, agreed to and approved by each of the member entities.
24. Any prior Agreements creating the Pikes Peak Regional Building Department are hereby terminated and replaced by this Agreement.

CITY OF COLORADO SPRINGS	
ATTEST:  City Clerk	By:  Mayor
APPROVED AS TO FORM:  City Attorney	

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF EL PASO, COLORADO	
ATTEST:  Deputy County Clerk	By:  Chairman 9/30/04
APPROVED AS TO FORM:  County Attorney	

CITY OF MANITOU SPRINGS

By: Marcey Harrison
Mayor

ATTEST:

Cassie Lawson
City Clerk

CITY OF FOUNTAIN

By: K. Ba
Mayor

ATTEST:

Sharon S. Harley
City Clerk

TOWN OF GREEN MOUNTAIN FALLS

By: [Signature]
Mayor

ATTEST:

Chris Franklin
City Clerk

TOWN OF MONUMENT

By: Bryan J. Mc
Mayor

ATTEST:

Judy S. [Signature]
City Clerk

TOWN OF PALMER LAKE

By: Arthur McDonald
Mayor

ATTEST:

Della Gray
City Clerk



RESOLUTION 2021-2

WHEREAS, during the “public health emergency”, as declared within the State of Colorado by Governor Polis due to the Novel Coronavirus (COVID-19) pandemic, the Regional Building Commission of Pikes Peak Regional Building Department (“Commission”) promulgated certain regulations, which the Commission deemed necessary to protect life safety and welfare of the employees of Pikes Peak Regional Building Department, the jurisdictions the Department serves, and the industry and communities thereof.

WHEREAS, one of the promulgated regulations was Resolution 2020-1 specific to remote operations, allowing the Department to remain operational and highly efficient during in-office, remote, and/or hybrid operations.

WHEREAS, the Commission has considered that remote participation can, under appropriate circumstances, increase the public’s participation in matters of Department business and facilitate the ability of volunteers and elected Commissioners to fulfill their attendance and duties during times when they may not be physically present at meetings.

WHEREAS, the Commission has further considered that remote participation via virtual meetings, under appropriate circumstances, humanizes government and its operations.

WHEREAS, the Commission has considered defining and allowing remote participation in the conduct of regular and special public meetings, including quasi-judicial matters and executive sessions of the Department.



NOW, THEREFORE, be it resolved by the Commission, as follows:

BE IT RESOLVED, that the Commission and the advisory committee(s) and board(s) of the Department shall continue to conduct regular and special meetings, including quasi-judicial matters and executive sessions, in accordance with the meeting procedures adopted pursuant to the Colorado Sunshine

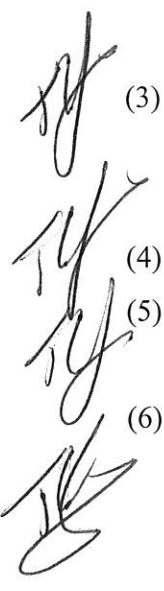
Act of 1972, C.R.S. § 24-6-101 *et. seq.*, in person (i.e, physically present), and by telephone or other electronic means of participation as to provide maximum participation, such as video-conferencing ("Electronic Participation"). For purposes of remote attendance, Electronic Participation for the members of the advisory committee(s), board(s), and Commission, as applicable, and Department staff, shall mean: (i) entitlement to participate in all matters in the same capacity as for physical attendance, including participation in quasi-judicial matters and executive sessions; (ii) being counted for purposes of establishing a quorum, as applicable; (iii) having the opportunity to express comments during the meeting and participate in the same capacity as those members physically present, subject to all general meeting guidelines and adopted procedures; (iv) being heard, considered, and counted as to any vote taken; (v) being called during any vote taken and having that vote counted and placed in the minutes for the corresponding meeting; and (vi) being able to leave a meeting and return as in the case of any member upon announcement of such leaving and returning. In the event the Department is unable to conduct its public meeting(s) at the day, hour, and place fixed by its advisory committee(s), board(s), and Commission, because meeting(s) in person and electronically (hereinafter referred to as "Hybrid Participation") would not be prudent due to a public health emergency, other unforeseen circumstances affecting the community, or certain technology-caused or related issues, meetings may be cancelled.

BE IT FURTHER RESOLVED, that for purposes of this Resolution if the chair of a public meeting is participating by electronic means, the chair shall preside over the meeting. If the chair is not in attendance in person or remotely, or for other reasons is not able to participate by electronic means, then the vice-chair, who is in attendance in person or remotely, even if participating by electronic means, shall preside over the meeting.

BE IT FURTHER RESOLVED, that meetings by Electronic Participation of the Commission and the advisory committee(s) and board(s) of the Department may be held subject to the following conditions:

- 
- (1) All present members of the advisory committee(s), board(s), or Commission, as applicable, and Department staff, can hear one another clearly or otherwise communicate with one another and can hear or read all discussion, comments, and testimony in a manner designed to provide maximum notice and participation; and
 - (2) Should the meeting(s) be conducted by Electronic Participation, which can reasonably be accessed by members of the public, members of the public are able to hear or read all
- 

discussion, testimony and votes, in a manner designed to provide maximum notice and participation, as allowed; and

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- (3) At least one member of the advisory committee(s), board(s), or Commission, as applicable, or Department staff, is present at the public meeting location, unless not feasible due to the public health emergency or other unforeseen circumstances; and
 - (4) All votes are conducted by roll call; and
 - (5) Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and
 - (6) To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some members of the advisory committee(s), board(s), or Commission, as applicable, or Department staff, may participate by Electronic Participation, and the availability to the public to observe the meeting by Electronic Participation, except for executive sessions.

BE IT FURTHER RESOLVED, that for purposes of an Electronic Participation in executive session(s) in accordance with C.R.S. § 24-6-402, participants shall: (i) have a secure telephone or electronic connection; and (ii) certify that they are the only person in the room and that no other person has access to the executive session. Any executive session conducted under this Resolution shall be recorded electronically, unless the recording may be stopped, as provided for by statute.

BE IT FURTHER RESOLVED, that for Hybrid Participation the advisory committee(s), board(s), and Commission, as applicable, shall initiate the meeting by Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Department shall make one attempt to re-initiate the connection.

BE IT FURTHER RESOLVED, that the chair of the advisory committee(s), board(s), or Commission, as applicable, is authorized to discontinue any person's participation in a meeting if the use of Electronic Participation results in delays, unclear communication, or the Electronic Participation otherwise interferes with the conduct of the meeting.

BE IT FURTHER RESOLVED, that the Department staff may provide reasonable accommodation and waive or modify provisions of this Resolution for the benefit of members of the advisory committee(s), board(s), and Commission, as applicable, or the public with a disability.

BE IT FURTHER RESOLVED, that a person who participates in a meeting by Electronic Participation consistent with this Resolution shall be considered "present" at the meeting for purposes of

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establishing a quorum and entitled to vote on matters coming before the advisory committee(s), board(s), or Commission, as applicable, or “present” for purposes of an appearance specific to an item on the agenda before the advisory committee(s), board(s), or Commission, as applicable. Further, specific to the members of the advisory committee(s), board(s), and Commission, as applicable, and Department staff, unless deemed necessary to protect life safety and welfare of the employees of the Department, the jurisdictions the Department serves, and the industry and communities thereof, attendance in person shall be a preferred form of presence, except when travelling, when ill, or when unusual or unforeseen circumstances do not allow in-person attendance. Members of the advisory committee(s), board(s), and Commission, as applicable, and Department staff, who are ill are encouraged and expected to participate by Electronic Participation.

BE IT FURTHER RESOLVED, that the Commission hereby determines that this Resolution is necessary for the continued preservation of the public peace, health or safety; the continued normal governmental operations of the Department; and the continued participation by the public in matters of Department business. This Resolution shall take effect upon adoption.

BE IT FURTHER RESOLVED, that if any provision of this Resolution or the application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provisions or applications. The provisions of this Resolution are expressly declared to be severable.

BE IT FURTHER RESOLVED, that Tom Strand, duly elected, qualified member and Chair of the Commission, or Don Wilson, duly elected, qualified member and Vice-Chair of the Commission be and is hereby appointed and authorized on behalf of the Commission to execute this Resolution and any and all other documents necessary to carry out the intent of the Commission as described herein.

DONE THIS 30th day of September, 2021, at Colorado Springs, Colorado.

REGIONAL BUILDING COMMISSION,

PIKES PEAK REGIONAL BUILDING
DEPARTMENT

By: 

Tom Strand, Chair

ATTEST:

By: 
Linda Gardner, Secretary/Executive Administrative
Assistant to the Commission

September 30, 2021

Budget Message

From: Roger N. Lovell, Building Official

Date: September 7, 2021

As Building Official, I confidently present you with the Department's Budget for Fiscal Year 2022 (the "Budget" or this "Budget"). This Budget provides information about revenue and expenditure forecasts for the Department for 2022.

Year 2021 has maintained the unprecedented challenges to our community and the entire nation 2020 introduced. One good thing about year 2021 has been the foreseeability of these mutated challenges with resulting opportunities and ability to adapt. The construction industry and the Department have fully embraced these opportunities and sustained amazing strength, resilience, and innovation.

How? By embracing continued and constant adaptation, change and improvement.

March 15, 2020, marked the date the Department implemented remote operations in a strategic effort to limit the spread and minimize the impact of COVID-19 on Department staff and the construction industry. March 15, 2020, is the date the Department's mode of operations successfully changed with the goals of adaptation and improvement. The Department continues to adapt and learn in real-time how face new challenges while continuing to support the community and construction industry.

The 2021 fiscal year has been one of a kind with novel permitting numbers, as follows: 3,568 single family permits issued through August of 2021, an increase of more than 15.61% over the same time period in 2020, and an increase of more than 34.9% over the same time period in 2019; and 380 new commercial permits issued through August of 2021, an increase of more than 31.49% over the same time period in 2020, and an increase of more than 46.72% over the same time period in 2019.

To date, the Department and its continued operations are what sustain a thriving construction industry, and resulting local economic impacts, in the El Paso County and Woodland Park regions. The construction industry continues its operations and continues to show strength in 2021 with strong projections into the 2022 year. As of August 31, 2021, the valuation for single family construction stands at \$1,338,924,968 representing an increase of 15.61% over the same time period in 2020 and an increase of 36.04% over the same time period in 2019. Through August 31, 2021, the total valuation for new commercial construction stands at \$705,301,096, a decrease of more than 14.96% over the same time period in 2020 and an increase of 78.8% over 2019. The percentage decrease of 14.96% over 2020 is due to the Amazon project(s) permitting in 2020 with a combined valuation of \$368,902,409; taking that project aside, the remaining substantial increase in new commercial construction valuation in 2021 is due in part to a number of large commercial projects, to name a few as follows:

<i>Project Description:</i>	<i>Valuation:</i>
NEW HOSPITAL (THRU SUPERSTRUCTURE)	\$102,873,561
NEW APARTMENTS (311 UNITS) PHASED COMMERCIAL-THRU FINISH	\$78,000,000
COMMERCIAL BUILDING (FOUNDATION ONLY)	\$20,000,000
NEW COMMERCIAL BUILDING (CONDITIONED)	\$17,000,000
NEW EQUIPMENT BUILDING	\$14,292,000
NEW APARTMENT BUILDING (75 UNITS)	\$13,503,298
NEW COMMERCIAL BUILDING (CONDITIONED)	\$10,865,805
WAREHOUSE W/ OFFICE+ GUARD SHACK	\$10,682,000
NEW APARTMENTS (50 UNITS)	\$10,437,690
NEW APARTMENT BUILDINGS (50 UNITS)	\$10,053,000
COMMERCIAL BUILDING (CORE AND SHELL ONLY)	\$10,000,000
NEW FILTER BLDG PHASED B (THRU SUPERSTRUCTURE)	\$9,900,000
COMMERCIAL BUILDING (CORE AND SHELL ONLY)	\$9,722,120
NEW 3 STORY HOTEL	\$8,911,544
NEW STORAGE BLDG W/ RETAIL SPACE	\$7,324,770
COMMERCIAL BUILDING (CORE AND SHELL ONLY)	\$7,257,869
3 NEW APARTMENT BUILDING (67 UNITS EACH)	\$7,000,000 EACH
NEW HOTEL (122 UNITS)	\$6,500,000
NEW APTS BLDG A TYPE B (58 UNITS)	\$6,438,000
NEW CHURCH (2-STORY)	\$6,100,000
INDOOR SKYDIVING (THRU SUPERSTRUCTURE)	\$5,600,000
2 NEW APARTMENTS BLDG TYPE IV (36 UNITS EACH)	\$5,503,812 EACH
5 NEW APARTMENTS BLDG C (36 UNITS EACH)	\$4,813,400 - \$5,087,998 EACH
CLUBHOUSE	\$4,500,000
SEVERAL OTHER NEW APARTMENT BUILDINGS (20 TO 39 UNITS)	\$3,191,182 - \$3,857,881 EACH

While new commercial and new residential construction remain strong, the entire construction industry is busy. Total construction valuation, to include new commercial, new residential, and additions and alterations stands at \$2,865,178,795 as of August 31, 2021, an increase of 6.95% over the same time period in 2020 and an increase of 11.37% over 2019.

The year 2021 has brought with it many challenges including but not limited to increased demand for Department services, supply chain issues, and increased workload. Even with these additional demands the accomplishments achieved thus far set the basis for any and all improvements the Department wishes to accomplish in the year of 2022.

Accomplishments:

- **Licensing and Permitting Department:** Today, three words describe the Department's Licensing and Permitting Department; the three words are: diversified, vibrant, and efficient. It took leadership and continued team work to bring diversity, vibrancy, and efficiency together, but once we gave our consistent attention to this department, it grew, equipped with the best tools for increasing productivity and accurate work-product.
- **Plan Review:** A two-year comparison speaks for itself, as follows: 12,287 plan reviews have been submitted through August of 2021, an increase of more than 131% over the same time period in 2020, and an increase of more than 174% over the same time period in 2019. For several years now, the Department has focused on expanding its electronic plan submittal and review processes with the goal of providing a more efficient and timely review of plans. Since March 16, 2020, most plans submitted to the Department have been submitted and reviewed electronically. While current Department operations allow for in-person plan submittals, the electronic plan submittal and review processes remain operational, resulting in time saving(s) to the submitter(s), and further allowing all reviewing agencies immediate and continuous access to the subject plans. The electronic plan submittal and review processes have contributed to the continued volume and substantial labor cost increase to the Department. The Department continues to monitor, analyze, and streamline the electronic plan submittal and review processes to further increase efficiency and enhance the user's and the Department's experience(s).
- **Online Services:** Online services continue to be a critical way to conduct business. As of 2020, 100% of the Department services have been available electronically from license applications, plan reviews, and submittals to permits and scheduling inspections for both the construction industry as well as property owners.
- **Continued Same Day Inspections:** The Department continues to offer same day inspections with 231,409 inspection requests as of August 31, 2021, representing an increase of 14,699 inspections over the same time period in 2020. As of August 31, 2021, 198,430 inspection requests, or 91.5% of the requests, have been made online, an increase of 2.74% over the same time period in 2020. The ability to schedule inspection requests online continues to allow for uninterrupted services and saves customers and staff countless hours on the telephones.
- **Continued Support of Attainable Housing through Floodplain Map Revisions:** Removal of structures from the FEMA Floodplain continues to result in the elimination of mandatory flood insurance, saving property owners thousands of dollars every year. This is the latest update specific to Letters of Map Revision (LOMR) the Department has led the work on:
 - **Cheyenne Creek LOMR:** In the 3rd Quarter of 2021, the Department finally gained acceptance of the revised hydrology for Cheyenne Creek. This hydrology will be used by FEMA and its contractor(s) to revise floodplain mapping in Cheyenne Creek through FEMA's Risk Map Program. Preliminary results indicate about 500 structures coming out

of the Special Flood Hazard Area (SFHA) and potentially 50 may be coming into the SFHA. The hydrology revisions of the 100-year flow from 8836cfs down to 2450cfs will benefit all 1,500 homes and businesses along Cheyenne Creek with lower Base Flood Elevations, which translates directly into lower flood insurance premiums. Revised maps are expected by late 2024.

- **Sutherland Creek Hydrology:** In the third quarter of 2019, the Department initiated a hydrology study for Sutherland Creek. At the time, Sutherland Creek was mapped with a 100-year low of 4700cfs, however the Fountain Creek downstream of the Sutherland confluence is mapped at only 3,700cfs according to recent studies. During the 3rd quarter of 2020, the Department received approval of the revised hydrology for Sutherland Creek and provided that data to FEMA's contractor, who will generate new floodplain maps for the area due to be complete in late 2024. The final results will reduce Sutherland Creek flows from 4,700cfs to 270cfs. **[Emphasis added]** 270cfs not a typographical error. Mapping of this revised hydrology is expected to benefit all 109 commercial and residential structures located within the currently mapped SFHA, including the newly constructed Holiday Inn Express. The Department has worked with our state and federal partners to include this hydrology in the federally funded county-wide Risk Map update currently underway.
- **Satellite Location:** The construction of the new 15,000 square feet single story satellite facility has been an ongoing, successful, exciting, and innovative project, which has required leadership, commitment, and accountability. The Department contemplates the completion of the construction of the satellite facility not only within its appropriated budget but also within its negotiated construction schedule (i.e., no later than December of 2021). This is a fulfilling acquirement. What it means for 2022 is expanded Department services on the north end of Colorado Springs. As you may recall, the area north of Woodmen Road, consisting of 701 square miles, constitutes approximately 28% of the Department's service area; throughout the last three and ½ years, this same area has accounted for 37% of the Department's services. The Pikes Peak Region continues to experience significant growth on the north side of Colorado Springs and El Paso County. The Department understands its responsibility to serve all jurisdictions efficiently and consistently. The opening of the satellite facility will help meet Department and community needs while ensuring the Department remains sustainable. This is a substantial accomplishment in the Department's goal as a leader changing its calling from being responsible to being responsive. This satellite facility will capitalize on technology and core Department services with a focus on increasing access to available Department resources and cross-trained personnel, able to handle any and all Department services related needs. This expansion and reallocation of resources will further serve to reduce workload at the regional location resulting in increased service levels.

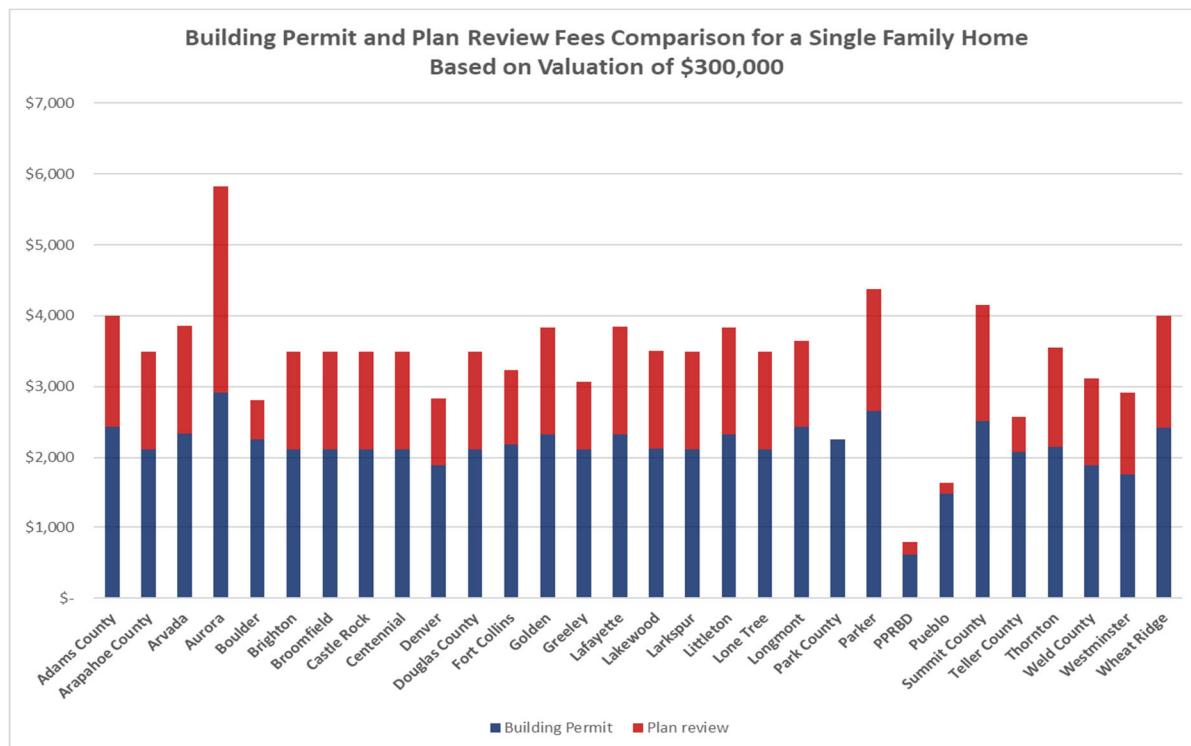
Strategic Goals:

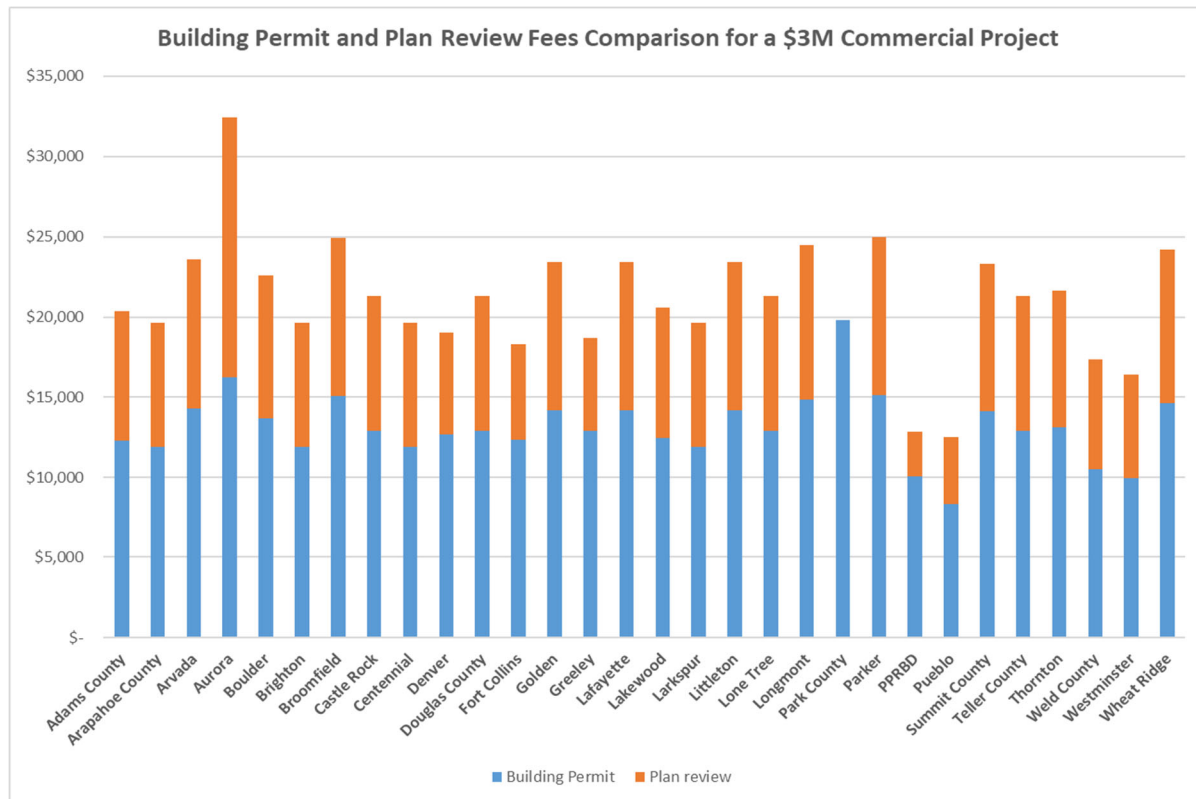
- **Technology Enhancement:** In 2022, the Department will continue to expand the use of available mobile geographic information system (GIS) and other mobile technology to extend the GIS beyond the office and implement a mobile application for staff and public use to allow the Department to make accurate, real-time decisions and collaborate in both field and office operations. These applications will build on current technology and allow permit holders access to real-time information based on location. The inspector application will provide real-time access

to plans and inspection history and allow for on-site uploads of photographs and inspection results based on location greatly improving productivity, efficiency, accuracy, and access to real-time data. Further, the use of mobile GIS will provide rapid data collection and integration. In furtherance of this strategic goal, the Department is prepared to invest in its IT Department for purposes of hiring additional staff and refocusing the needs and priorities therein.

- **Website and Contractor Dashboard Enhancements:** in 2022, the Department will continue to focus on enhancement of its website and the contractor dashboard with the intent to further simplify website navigation in order to increase utilization of the website and the many features offered by the Department online. Specifically, the industry can benefit from a contractor dashboard enhancement, to allow for, among other things, the issuance of temporary certificates of occupancy and an integrated check-out portal. Further, the industry and the Department both can benefit from the implementation of a new electronic plan submittal and review portal, with resulting training(s) for the industry and the public, as an additional enhancement to the electronic services provided by the Department.
- **Code Development:** In 2021, the Department began its detailed review of the 2021 International Codes with a target adoption date of early 2023. Prior to public comments, Department staff will complete a thorough review of these codes with a primary focus on code requirements that promote and maintain affordable construction, logical code requirements, implementation, and increased code flexibility. The public comments process will open once staff has completed the initial review and developed draft amendments. The development and implementation of a public-facing comment portal through the Department's website, to make the process of review and comments available and accessible to the industry and the public, is an important goal of substantial priority to be achieved in 2022.
- **Data Compilation:** Humbly, I will state that over the last few years, the Department has successfully developed and implemented an extremely educational, factually accurate and current, interactive, and user friendly website, which, according to: (i) the industry, it relies upon daily for its construction-related operations and projections; (ii) the jurisdictions served by the Department, they rely upon for planning and construction related operations and decision-making; and (iii) the public, it accesses for public records and all other construction related needs, including, but not limited to permit information, inspection information, estimated inspector arrival times, current walk-in times, variance applications and submittals, plan submittals, floodplain locations and images, activity charts, use tax information, natural disasters information, utility meter reset information, and complaints. In addition to the number of permits, permit revenue, permit valuation, number of inspections, number of plans, and certificates of occupancy, which is all data easily and readily available via the Department's website specific to jurisdictions and project types, the Department is considering the additional data needs of the industry for purposes of making such available to the industry, the partnering jurisdictions and their departments, and the public. This project will require a substantial financial investment in the Department's IT Department, but, as already commented above, the Department is able to begin its work on this important and, overall, large project.
- **Continued Change:** With the COVID-19 Pandemic, there is nothing permanent about our reality except change. The Department continues to embrace the theme: CHANGE TO BE ADAPTIVE, SUCCESSFUL, AND SUSTAINABLE.
- **Future Planning & Sustainability:** The Department shall continue to closely monitor and analyze the needs of the Department, the industry, and the communities it serves. This includes development of a fiscally responsible plan for the Department. We must continue to build on the strengths and the success of the regional concept that was created in 1966, and which has thrived since then.

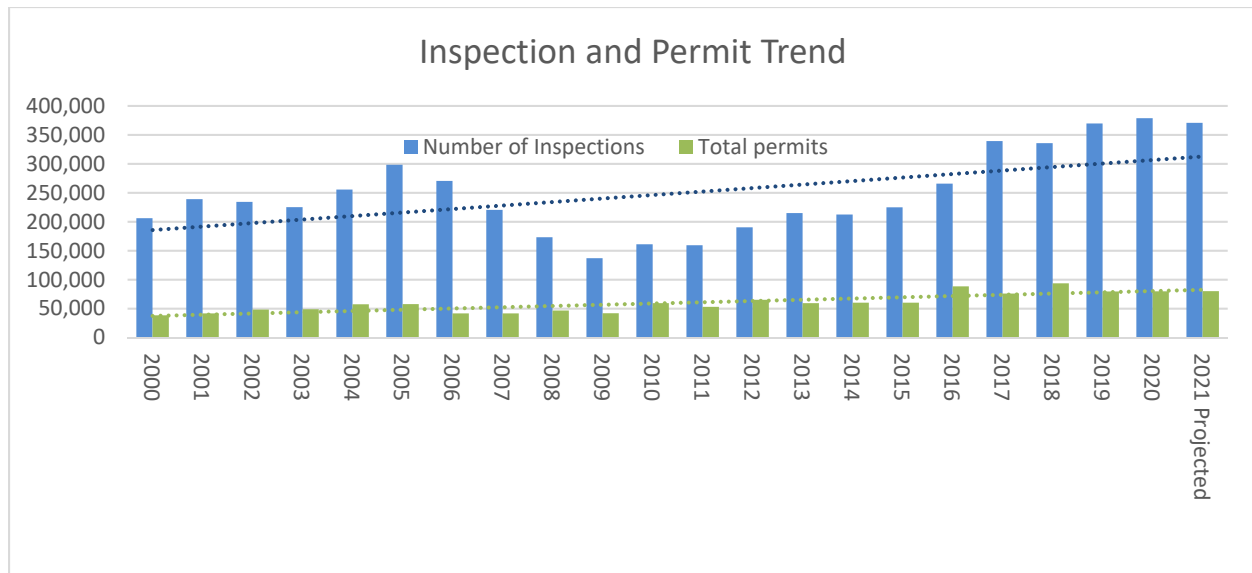
The 2022 Budget does not propose any fee increases. The Department has not increased fees in the last 16 years and has no intention of doing so. The Department continues to maintain the lowest fees in the State of Colorado for single family housing, and second lowest in the State for new commercial projects. Further, this Budget extends for the sixth consecutive year the Department’s Licensing Reward program for contractors (excluding fire licensed contractors) that have been licensed with the Department for at least 3 years, remain in good standing, and have no “administratively closed” status permits at the time of renewal of their license. If such criteria are met, the qualifying contractors may renew their license / registration at no cost. Those licensing fees range from \$75-200 per contractor, and in the past five years the non-collection of such fees has resulted in approximately \$300,000 annual savings to those qualifying contractors. In 2020, 1,803 licenses and registrations were renewed at no cost. As of August 31, 2021, 1,058 licenses and registrations have been renewed at no cost.





The increase in construction activity continues to place additional demands and challenges on the Department and staffing levels. In 2018, 2019, and 2020, additional staff was hired to accommodate the increased demand on the Department and maintain current service levels. In 2021, the Department continues to experience an increased demand for services while also continuing to navigate the COVID-19 Pandemic and uninterrupted, continued hybrid operations, when needed. As with other challenges, Department staff has adapted and remains flexible in order to serve the Pikes Peak Region, but additional staff is needed and the need for such has been specifically identified and budgeted for in this Budget. Exceptional service requires sufficient number of exceptional employees; in order to attract and maintain a quality workforce, the Department must compensate its employees fairly. The 2022 Budget contemplates a modest cost of living increase in line with local industry standards.

As shown below, over the past 20+ years, the number of inspections has steady increased, and more than doubled since 2009, with more than 300,000 inspections for the last four years. As projects become more complex and the construction industry continues to develop and grow, additional knowledge and time are required to review and inspect each project. Currently, the Department conducts an average of 1,377 field inspections per day.



The Department is adaptive to change and sustainable; its future looks stable; and its staff continues to be more educated, more diverse, and more efficient than ever before. The Department is well positioned and prepared for future growth. The Department is self-sustainable to help make the communities it serves greater, stronger, more sustainable, and more affordable and attainable place(s) to live, raise a family, work, and do business.

The Department remains committed to providing exceptional services to the citizens of El Paso County, the City of Colorado Springs, the City of Fountain, the City of Manitou Springs, the Town of Green Mountain Falls, the Town of Monument, the Town of Palmer Lake, the City of Woodland Park, and the 14 School Districts it serves. This Budget proposes no fee increases in 2022, while continuing to invest in community improvement activities, facility improvements, and activities anticipated to reduce operating expenses and improve revenue through increased and enhanced services.

The 2022 Budget anticipates \$23,852,690 in revenue, an increase of 19.5% over the 2021 Budget and an increase of 23.8% over the 2020 Budget. This balanced budget anticipates \$23,852,690 in expenses, an increase of 19.5% over the 2021 Budget. As submitted, this budget provides for a sustainable Building Department, increased public access and service, expansion of core Department services, and increased efficiency with no increase in fees providing a positive impact on the construction industry and communities served by the Department.

It is my pleasure to serve as the Regional Building Official, and on behalf of the entire Department I thank you for your support. We all look forward to an adaptive and successful 2022.

Sincerely,
Pikes Peak Regional Building Department

Roger N. Lovell, Regional Building Official

BOARD OF TRUSTEES - AGENDA ITEM MEMO

DATE: 3.31.2022	AGENDA ITEM 7	SUBJECT: COSWAP Update
Prepared by: Nate Scott, Town Clerk		

Background:

On Tuesday, March 22, a group met to walk the COSWAP Priority Area 1 along Thomas Trail to validate the scope of work for 12 weeks of mitigation and to strengthen the prescription for the mitigation area. The group was:

- Nate Scott, Town Clerk/Treasurer/Planner, FMAC Secretary
- CJ Runge, Mile High Youth Corps
- Olympia Vida, Mile High Youth Corps
- David Poletti, Colorado State Forest Service
- David Douglas, FMAC Chair
- Don Walker, PRT Committee member
- Mike Martin, property owner along Mountain Ave

The discussions were very thorough, and Town Manager Becky Frank was involved in discussions before and after the hike. The result was consensus that the amount of work just in Priority Area 1 is enough to fill two 12-week seasons of Mile High Youth Corps crew work. Becky Frank authorized a request to the COSWAP administrators for another 12 weeks of work next summer season, contingent on Board approval. Nate Scott submitted this request on Friday, March 25, with a list of reasons why the extra time is warranted and valuable (see attached).

Nate Scott also created a letter which will go to owners of property adjacent to Priority Area 1 with some requests for feedback (see attached). Becky and Nate also talked about having an informational Town Hall meeting for this project, and also addressing fire mitigation as a whole, at the Sallie Bush building on Tuesday, April 26.

Recommended Action:

Move to approve/disapprove of the request for 12 more work weeks, to take place in summer 2023.

From: [Town Clerk](#)
To: [Young - DNR, Courtney](#)
Cc: [Alison Lerch - DNR](#); [CJ Runge](#); [Becky Frank](#); [Olympia Vida](#); [Poletti,David](#); [David Douglas](#)
Subject: COSWAP - GMF Healthy Forest
Date: Friday, March 25, 2022 9:44:00 AM
Attachments: [COSWAPArea1_contours.pdf](#)

Hello Courtney,

As we discussed Wednesday, the Town of Green Mountain Falls administration would like to request more weeks of crew time award through the COSWAP grant. This request comes after a thorough initial site visit with CJ and Olympia of Mile High Youth Corps, Town of GMF Fire Mitigation Advisory Committee volunteers, and David Poletti from the Colorado State Forest Service, who will be writing a supplemental subscription for us within a week or two. I've attached a more detailed map of Priority Area 1 which includes 10' contour lines for your reference.

The reasons for the request for more weeks are as follows:

- Work is on very steep slopes, making cutting more technical and methodical – and thus more difficult and time consuming – than on flatter land (see attached image with 10-foot contour lines). Slope ranges from 20% - 50%
- There is limited access to the work site, so more time is involved with work site logistics each day, which reduces time available for the treatment of the area. The only access is from the downhill side of the treatment area, which borders many privately owned parcels which contain many different structures.
- The effort to get fuel out – which is critical to fuel break success – is significant and will take a substantial amount of time, which will reduce the amount of acreage which can be treated within the current 12 weeks. Fuel will be hauled out by hand.
- The treatment area has a very high number of live and dead trees that need to be removed in order to create a healthy forest and effective fuel break. Several active forest pests and diseases were noted (Douglas-Fir Beetle, Broom-rust and Douglas-Fir Dwarf Mistletoe), indicating the forest is in desperate need of management.
- The forest is dense. Felling is going to take more time as the crew will need to carefully strategize their cutting plan. Hang-ups (trees that don't make it to the ground and instead get caught in another tree) and branches snapping off may be common occurrences while felling in this thick of a forest. Because of the abundance of snags (dead trees), this may also slow the pace of felling, at least initially.
- Mile High Youth Corps prefers to schedule crews for entire seasons when possible, and it was determined that our Priority Area 1 has enough work for two seasons. We talked about the potential for an 8-week fall season (Sept/Oct), but weather is an important consideration at this elevation (8,000 feet), and we feel that another 12 weeks during summer is ideal.

This request is contingent on our end on Board of Trustees approval, which next meets on April 5. Please let me know if you need any further information at this time. Otherwise, I'll follow up with you after the April 5 meeting.

Thanks!

Nate Scott
Clerk/Treasurer/Planner
Town of Green Mountain Falls
719-684-9414 x1
<https://greenmountainfalls.colorado.gov/>

“ PLEASE NOTE: This email is intended solely for the use of the addressee(s) and may contain legally privileged and confidential information. If you are not the intended recipient of this email, please be advised that the dissemination, distribution, forwarding, printing, storing or copying of this email is strictly prohibited. If you are not the intended recipient or received this email in error, please delete all copies of this email and any attachments completely.”

From: Young - DNR, Courtney <courtney.young@state.co.us>
Sent: Thursday, March 3, 2022 4:45 PM
To: Town Clerk <clerk@gmfco.us>
Cc: Alison Lerch - DNR <alison.lerch@state.co.us>; CJ Runge <cassandrar@mhyc.net>; jesser@mhyc.net
Subject: COSWAP Grant Award

Dear Nate,

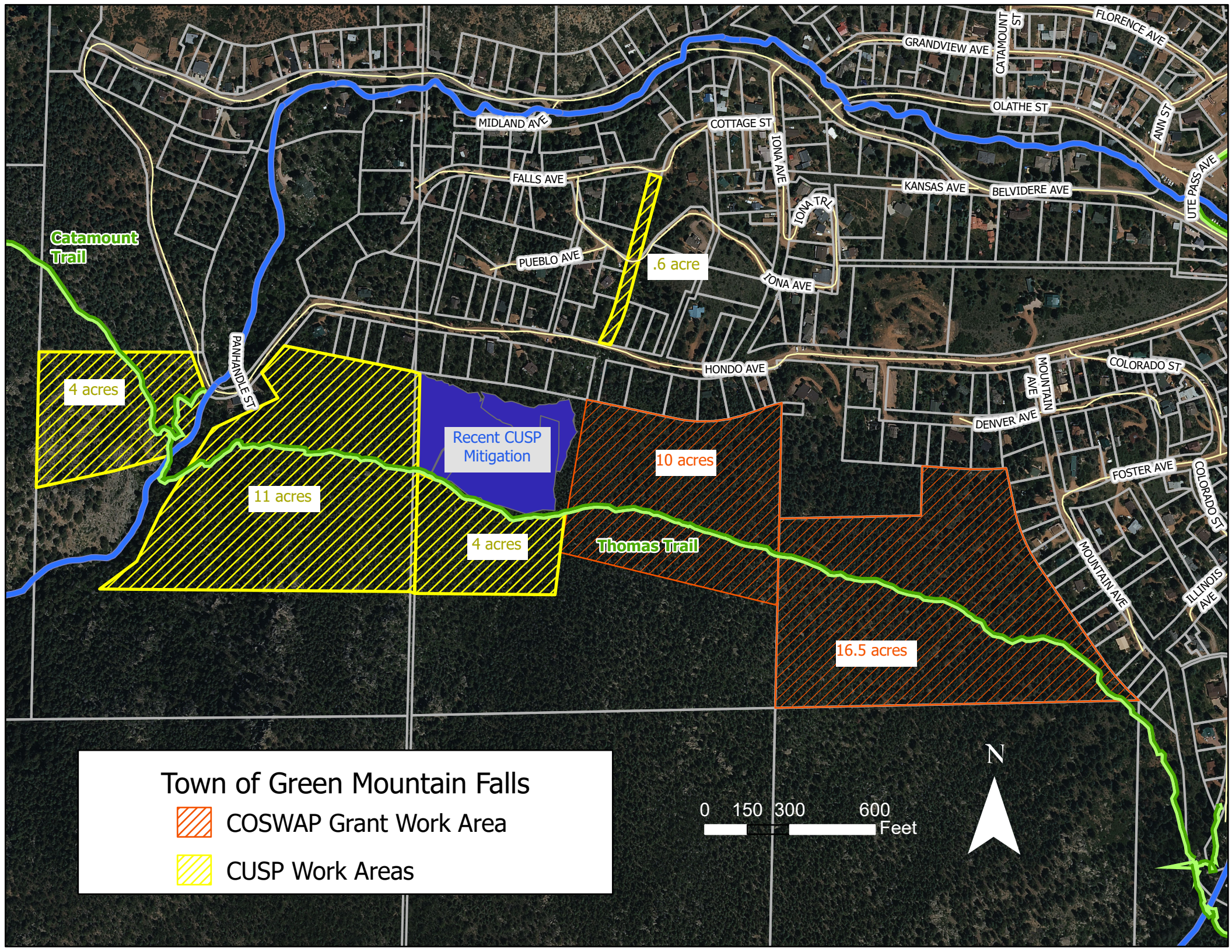
Thank you for your interest in the Colorado Strategic Wildfire Action Program (COSWAP). We believe your project, GMF Healthy Forest Project, aligns with the workforce development program values and will award Mile High Youth Corps crew time to execute the project. We are excited to work together to reduce wildfire risk in Colorado and support workforce development with the conservation corps. There were some questions in the review of your application if the prescription was strong enough to maximize the reduction in risk to your community and the committee recommends consulting with a forester before work begins.

Please find attached your official award letter, the reporting requirements and your application. Important information regarding your COSWAP award and next steps are included in the letter. You will need to coordinate with the Mile High Youth Corps to schedule this project for completion before December 31, 2023.

I will be your primary contact for the workforce development grant, so please email and call me with any questions.

Cheers,

Courtney and Alison



Town of Green Mountain Falls



COSWAP Grant Work Area



CUSP Work Areas

0 150 300 600 Feet





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: 04/05/2022	AGENDA NO 8	SUBJECT:
Presented by: Becky Frank, Town Manager		EIAF-Comprehensive Roads Plan Bid Award/Contract

Background: The Energy Impact Assistance Fund awarded by the Colorado Department of Local Affairs to complete a Comprehensive Roads Plan for the Town of Green Mountain Falls. This project has a 50% cash match from the Town which is reflected in the 2022 budget.

Discussion: The formal bid opening for this project was on March 11th at 3:00PM utilizing the Rocky Mountain E-Purchasing System. Those present were Becky Frank, and Nate Scott. The Town received one bid that met all project requirements and was within the project bid amount from Wilson & Co. If awarded, the project commences immediately and will follow the timeline in the contract/bid documents and is estimated to be complete by the end of August so that considerations for the 2023 budget are available.

Recommended Action: Move to award bid and authorize the mayor's signature on the contract to Wilson & Co. for the Comprehensive Roads Plan in the amount of \$103,100.00 pending the submission of documents required by the contract.

Respectfully,

Becky Frank

Date: 04/05/2022

Wilson & Company

Contractor Name

5755 Mark Dabbling Boulevard, Suite 220 Colorado Springs, CO 80919

Address

RE: Town of Green Mountain Falls Request for Proposal # 02.25.2022 (1)

Dear Wilson & Company:

Thank you for submitting a proposal for the **Town of Green Mountain Falls Comprehensive Roads Plan**.

Your firm submitted the most qualified and responsible proposal and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the **Town of Green Mountain Falls Comprehensive Roads Plan**.

Enclosed please find an original and duplicate original Professional Services Agreement. Please review and sign both, then, within ten days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at 719-684-9414 Ext. 5.

Sincerely,

Becky Frank

Project Manager

The background of the entire page is a photograph of a park. In the foreground, there is a paved road. Behind it is a wooden fence. In the middle ground, there is a large, white, hexagonal gazebo with a green and white striped conical roof. The gazebo is situated on a grassy area next to a frozen body of water. In the background, there are trees and a hillside under a cloudy sky.

WILSON
& COMPANY

Engineering Services

Comprehensive Roads Plan

March 11, 2022

Town of Green Mountain Falls, CO

March 11, 2022

Becky Frank
Town Manager
Town of Green Mountain Falls
10615 Green Mountain Falls Road
Green Mountain Falls, CO 80819

RE: Engineering Services for Comprehensive Road Plan

Dear Becky and Selection Committee Members,

The Comprehensive Road Plan project (Project) is an invaluable infrastructure strategy to proactively plan and maintain the Town's road and drainage infrastructure. Providing a long-lasting, comprehensive plan will ensure the Town is providing its citizens and visitors with the infrastructure planning deserved for continued use and maintenance of its road network. Wilson & Company is eager to aid the City in this endeavor and will do so by providing:

History delivering successful services. Our team has been providing engineering services to municipalities since our inception in 1932. We understand how to serve our clients and can provide unique, cost-effective solutions for delivering services without "breaking the bank" and exhausting the Town's budget.

High-touch, personalized, and adaptable relationship. Wilson & Company is committed to providing excellence in client services. Higher Relationships, our guiding principles based on the highest level of ethics and integrity, is the foundation of this commitment. Our experience is important, but what matters most is your experience. That is why we focus on your specific needs to deliver professional services with Higher Relationships in mind. This requires **Discipline**, by doing it right, with attention to details without exception; **Intensity**, by focusing on what it takes to meet and exceed your expectations; **Collaboration**, by working together to bring out the best in the entire team; **Shared Ownership**, by adopting your goals as our own; and **Solutions**, by creating outcomes that achieve your goals in a win-win environment.

We passionately believe this project will improve the well-being of the Town, for today and tomorrow, and we are excited to provide solutions that contribute to this betterment of the community. We ask that you select the Wilson & Company team as your partner on this project. As the project manager, should you have any questions, I can be reached by cell phone at 719.400.9548 or by email at andre.brackin@wilsonco.com.

Sincerely,



Andre Brackin, PE
Project Manager



Brian Spano, PE
Assistant Project Manager

STATEMENT OF PROJECT UNDERSTANDING

Wilson & Company is ready and able to fully support the Town of Green Mountain Falls (Town), and we have the necessary staff and resources available to commit to providing services to complete the Comprehensive Road Plan (Project).

Understanding of Project Issues

The road system in the Town of Green Mountain Falls is one of the town's most valuable assets. The Town is in need of a set of standards that address the unique features of roads in this mountain town. The local road system is gravel surfaced, and storm water runoff is conveyed primarily by the road system to discharge into drainageways tributary to Catamount Creek, and ultimately Fountain Creek. Roadside ditches are in disrepair or non-existent and lack definition where they are present. Pipe culverts where they do exist are not properly sized to accommodate conveyance of runoff impacting the roads, and many locations require addition of culverts. Routine road maintenance has been sporadic and not adequate to repair the roads and bring them to a final condition after storms, that could be sustainable. The extent of erosion caused by storms result in roads being impassable at times. The lack of a standard for repair and rehabilitation of these roads results in a constant drain on the town's resources as operators must re-evaluate road conditions after every storm event.

These roads will likely never be paved, so there will not ever be a concrete curb and gutter and inlet/storm drain system for drainage. Maintaining the ditches, ie cleaning out sediment and reshaping especially after storms, is what the Town should be prepared to be doing regularly. Re-grading the appropriate crown in the road so runoff water sheets off the road rather than running down the road and creating more erosion rills should be a routine maintenance activity. However, public works operators have no standard for replacement of materials, grades, or drainage features.

The Town currently does not have a standard for its local roads. Development of a Town-specific standard is necessary to identify the basic cross-section geometry incorporating drainage elements, unique for its variety of Rights-of-Way conditions and steep grades inherent to mountain towns.

Such a standard would be in the form existing typical roadway sections and drainage features to be utilized as a reference for public works management and crews for general road maintenance and for storm recovery, to assure roads get graded/rehabilitated to reflect their cross section per plan, and the drainage system in the roads continue to provide adequate capacity to result in minimizing future damage from erosion. The information would be compiled in a GIS format and delivered electronically in ArcGIS Reader format for easy access and use.

Project Approach

Our approach to this project will be based upon 4-major tasks to develop an electronic database for use by the Town to manage their roadway assets. This data base will house the information the data compiled and will be accessible via Georeferenced PDF and/or ArcGIS Online to view and print the needed data for any location in town.

Task 1-Data Collection

We would start by assembling digital data such as topography, planimetrics, parcel data, and aerial imagery to use for base mapping. We would then review drainage studies and recent inspection information from recent storms. We would propose to meet with the Public Works team to discuss the issues with all the roadways and develop areas of critical need, high need and down to basic needs.

Task 2-Field Assessment/Plans

Upon initial discussion of the roadway and drainage systems our team will perform a field assessment of all the roadways. This assessment will inventory and document the existing conditions of each roadway as well as deficiencies that will need to be addressed. The assessment will include field photos, measurements, and sketches to document the conditions. We anticipate that the field work will take 3-4 weeks to complete. Upon completion of the field assessment our team will review the data and prepare a set of road plans for all local roads (gravel roads) in Green Mountain Falls. These would be in the form of a plan and include a horizontal, stationed alignment, Typical Section and known locations of pipe culverts to accommodate minor storm runoff and site-specific details. The plan views would include proposed and final locations of all roadside ditches, culverts, and any other drainage improvements to accommodate minor and major storm runoff.

Task3-Geodatabase Development

We believe that a simple and interactive tool to manage the roadway asset data will be a vital tool to the success of this project. We plan to develop a GIS based system that house all the data collected for each roadway. The system will include roadway centerline alignments, photos, typical sections, and pertinent construction details for each section of roadway. It will be a graphical based system that will allow the Town to have the beginnings of an asset management system that can be expanded in the future when needed. (*Exhibit 1: Fountain Transportation Master Plan Example*)

Prepare

Task 4-Project Prioritization

The final task that we will perform is developing specific projects that the Town can perform to address existing deficiencies in the roadway and drainage system. We will base the project needs upon the data collected and areas of critical need. We will utilize good engineering judgement to develop reasonable projects that can be performed by Town staff. Once we have developed the project list, we will work with the Town Public Works team to review the proposed projects and develop the proposed prioritization to be completed as funding is available.

Exclusions:

The plans prepared for this effort do not constitute fully engineered designs but rather an assessment of the existing conditions to facilitate the Town maintenance and repair of damaged roadways to previous conditions. The plans are intended to provide adequate details for the Town Public Works team to perform maintenance and repair work and restore roadways to function as originally planned.

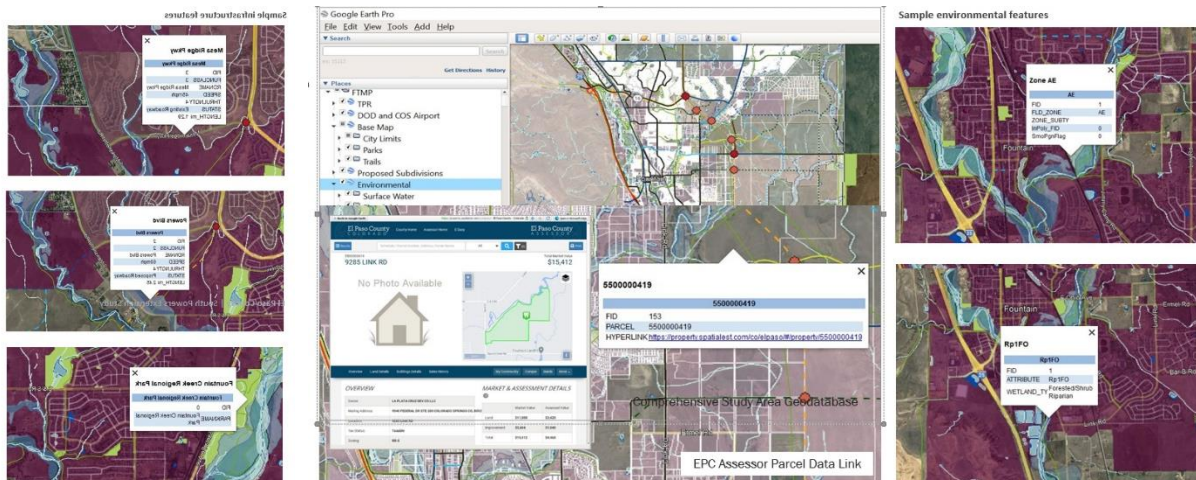


Exhibit 1: Fountain Transportation Master Plan Example

QUALIFICATIONS

Wilson & Company has been assisting communities with planning and design services since our inception in 1932. Established as a multi-disciplinary engineering, architecture, surveying, mapping, environmental, and planning firm, Wilson & Company employs over 600 professional staff. For 90 years, our goal has been to provide clients with quality engineering services and to develop strong and lasting relationships. We are proud of our accomplishments and want to ensure we include the Town of Green Mountain Falls into these success stories.

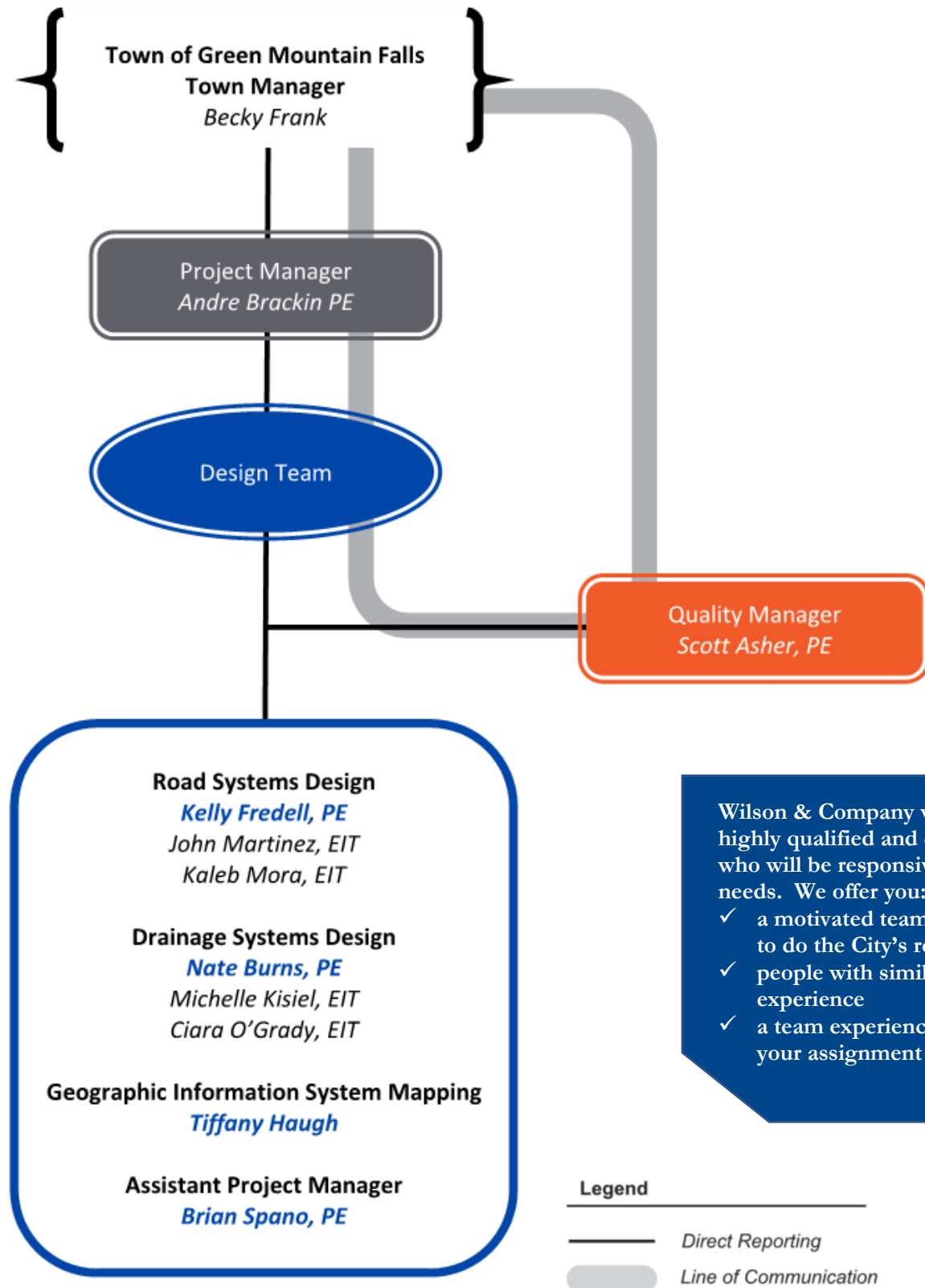
Wilson & Company specializes in providing engineering services for public works projects in order to improve, develop, and maintain public infrastructure needs. We strive to promote and maintain a high level of economic welfare and quality of life for communities through the planning, design, and construction of all types of public infrastructure projects. Our

strengths include diverse and experienced staff, extensive project experiences with projects involving a wide range of disciplines, local area expertise, and familiarity with our clients' needs.



Key Staff Organization

Wilson & Company recognizes that above all, expert project management is the key to the success of any project. We are committed to providing the Town with a Project Manager/Engineer who is knowledgeable of the community and its in addition to having a wealth of experience at providing planning services for municipal entities. Our Project Manager will be the leader and the single point contact for the duration of the required professional services. Project Manager, Andre Brackin, PE will be responsible for the planning and execution of the project and tasks within the established budgets and schedule. His primary duties will include detailed planning and review of all work, development of schedules, definition of staff availability and their responsibilities, and coordination with all parties involved. Our team also includes an Assistant Project Manager, Brian Spano, PE who will support Andre to ensure all of the Town's goals are met and provide a back-up contact should Andre be unavailable for moments at a time.

Figure 1. Team Organization

Project Experience

Wilson & Company appreciates the best testimony to success we can provide, is found in satisfaction of our clients. As requested, we are showing three (3) client references to which we have provided similar scope of services. These contacts can talk to not only our stellar performances in regard to schedule, budget management, thoroughness and job knowledge, but also attest to our dedication, passion, and demonstrated successful planning and design solutions.

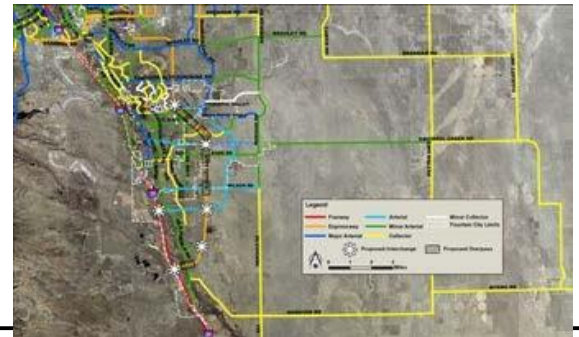
Fountain Transportation Master Plan, Fountain, CO

PROJECT OWNER City of Fountain	POINT OF CONTACT NAME Brandy Williams, PE - City Engineer	POINT OF CONTACT TELEPHONE NUMBER 719 322 2036
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Wilson & Company recently completed Phase 1 of Transportation Master Plan 2022 (TMP 2022) for the City of Fountain. TMP 2022, the first comprehensive update of the City's vision for transportation planning in 20 years, establishes a vision for a long-term transportation system to best meet the City's future needs. A geospatial visualization and analysis tool was developed by the project team and used to identify preferred alignments for new roadways. The plan provides policy direction for the transportation system decision-making process and a financial framework to pay for transportation infrastructure improvements.

The TMP 2022 roadway network includes a mix of expressway, arterial, and collector facilities that balances travel demand and access requirements. The preferred transportation system network will provide enhanced north-south and east-west connectivity to a system that is bisected by two rail lines and Fountain and Jimmy Camp Creeks. Additional higher capacity facilities will reduce the load on I-25, US 85, and SH 16, providing better balance. The overall roadway network will relieve current and future congested conditions and promote improved mobility and safety performance.

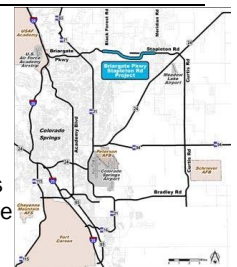
In Phase 2, currently underway, the team will prioritize projects for implementation, identify potential funding resources, and finalize the fee structure for the City's Transportation Impact Fee program that was approved in November 2020. The PPACG regional travel model was used for demand analysis to determine through, internal-external, and local trips shares for various planned network elements as a rational nexus framework for the fee structure.



Briargate Parkway-Stapleton Road Corridor Study, El Paso County, CO

PROJECT OWNER El Paso County	POINT OF CONTACT NAME Howard Schwartz, PE, Engineer III	POINT OF CONTACT TELEPHONE NUMBER 719 520 6803
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Planned Briargate Parkway–Stapleton Road (in some locations referred to as Stapleton Drive) corridor is an integral part of a larger transportation corridor system providing connectivity with I-25 to the north and south of the greater Colorado Springs area. The study corridor is located in a rapidly developing area of the City and the County. While a majority of the study corridor is currently within the jurisdiction of the County, it is likely that developing areas at the western end of the corridor will be incorporated into the City of Colorado Springs as development progresses. The county's primary purpose in undertaking the study was to identify and confirm master plan requirements for the roadway whether ultimately a City roadway or a County roadway. The County's preferred alternative will reflect corridor improvements that optimize public safety, needs, and preferences while balancing enhanced capacity, access management, and development.



WORK PLAN & SCHEDULE

Our work plan to accomplish the Project involves a variety of criteria that include Cost Control, Quality Control, and Scheduling to ensure we meet the necessary deliverables and services for a successful project. The key personnel listed in the previous section have a high success rate for providing services.

Deliverables

With any project, it is important for all parties to understand the expected deliverables that should be attained with the negotiated scope of services. As such, we have listed the following items as our expected deliverables for this project to assist the Town to properly plan for road and drainage improvements.

- ◆ Georeferenced PDF file
- ◆ ArcGIS Online Database
- ◆ Prioritized Project List

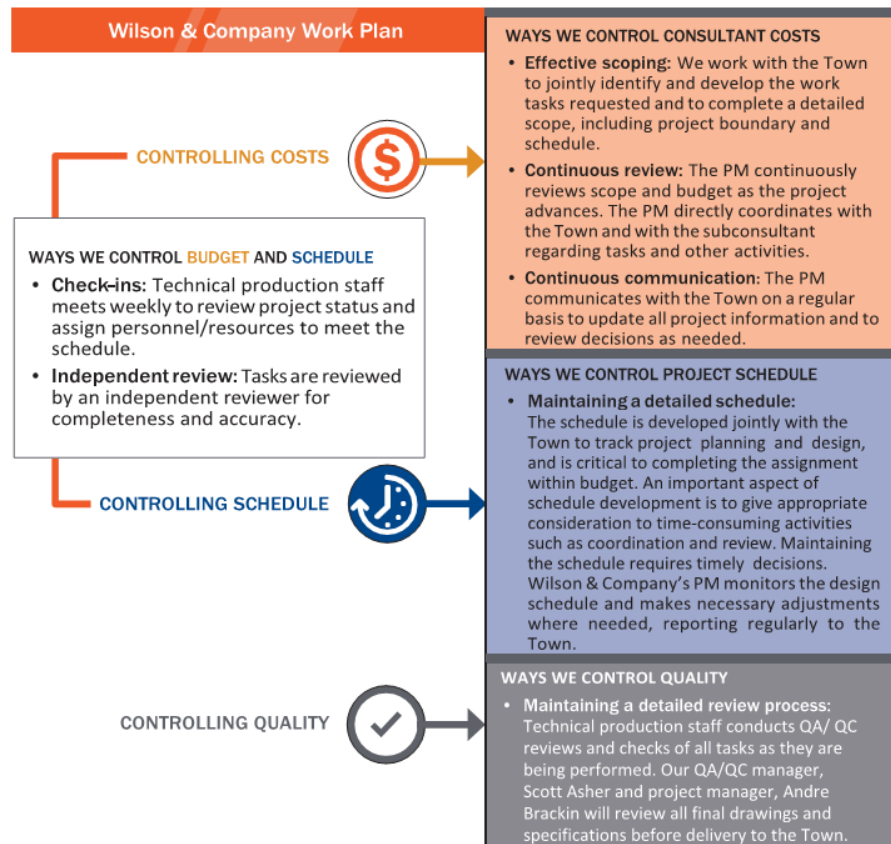
Should additional deliverables be desired, our team is prepared to negotiate with the Town to ensure all services are provided.

Cost Control

Wilson & Company understands that municipal departments work with limited budgets. As such, one of our prime objectives is cost control throughout all projects. The most important factors in achieving this goal are time management and clear communication between our team members and the City, to meet all project/task expectations. Our Project Manager, Andre Brackin, will continuously review scope and budget as a project advances, addressing any variances through early identification. Wilson & Company's internal processes allow costs and budgets to be reviewed weekly. These costs will be compared to the overall project/task progress to make sure the budget will last through the entire duration.

Integrated with cost control is the reliability to provide high quality services that do not require rework and meeting schedules that do not allow budgets to be overrun. As such, Wilson & Company values dedicated programs to ensure our quality control and scheduling for every project and task are achieved.

Figure 2. Work Plan



Quality Control Program

You expect quality in the deliverables you receive from us. Wilson & Company is dedicated to delivering to these expectations and has established a Quality Management Policy to define how we do business.

A Project Management Plan (PMP) developed at the beginning of each assignment includes a project specific Quality Management Plan (QMP) that will be utilized throughout the assignment to ensure that quality deliverables are produced.

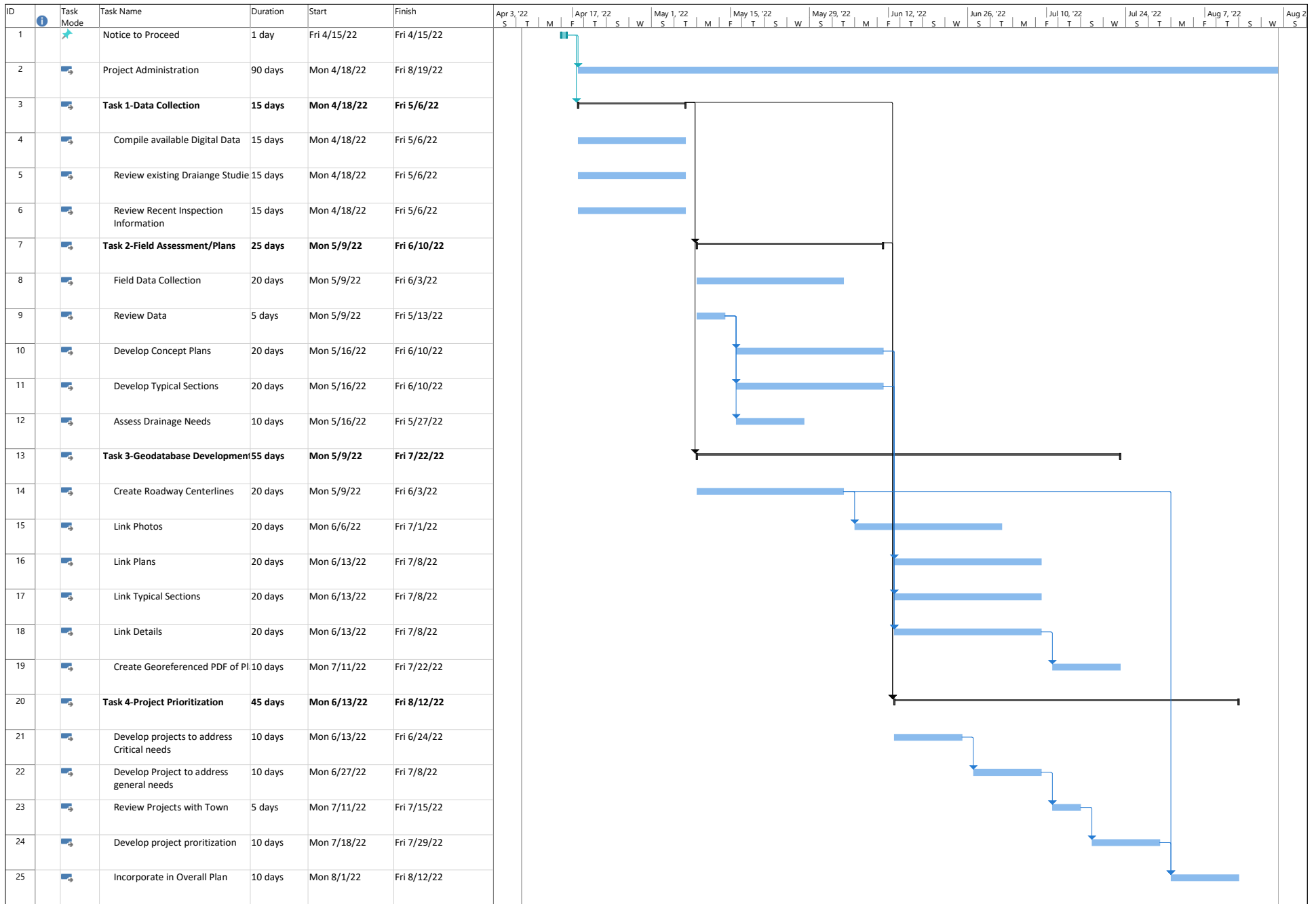
The QMP is integrated into our daily project work. Quality Assurance is our term for the philosophy that emphasizes the prevention of errors rather than a process of checking and correction. Wilson & Company's QMP is built on the knowledge that a quality project begins with pre-project preparation, uniform procedures, and accurate project tracking and field techniques. This creates a solid foundation for the remaining tasks of office preparation, interfacing with the client, and final deliverables.

Scheduling

Our detailed project schedule is shown on the following page. We understand the desire and need to have this project done quickly for the Town to prepare for the upcoming PPRTA ballot initiative and have projects to be considered. Our proposed schedule is aggressive and achievable.

Following the quality management procedures ensures that:

- ✓ proper design input is used throughout the conceptual design process
- ✓ qualified personnel perform work during the design phase
- ✓ all designs are given ongoing over-the-shoulder reviews and milestone checks for completion and accuracy
- ✓ designs are checked and reviewed by qualified internal and external reviewers



FEE PROPOSAL

Upon review of the scope of services necessary to complete the Project, our team has prepared a total project cost breakdown utilizing our company-wide fee schedule with designated tasks, estimated amount of hours per task, and hourly billing rates for each staff member.

We believe we have developed a scope of services that will allow our team to complete a dedicated plan for the Town to achieve its goals and remain within its engineering budget. As shown below, we have put together a fee estimate that will allow our services to be completed with a total cost of \$103,100.00.

City of COS On Call Contract 2020 Fee Schedule					
Engineering Estimate Summary Form					
Company		Estimated By	Date	Rev	Sht of
Wilson & Company		XXX	xxx	0	1 4
Task Description			Discipline		
Fill in Project Name Here			Roadway		
Hours and Labor Charges					
Item	Code	Personnel Category	Rate	Hours	Salary Labor
1	PM4	Project Manager IV	\$270.00	0	\$0.00
2	PM3	Contract Manager, Project Manager III, Sr. Engi	\$260.00	0	\$0.00
3	PM2	Project Manager II	\$250.00	0	\$0.00
4	PM1	Project Manager I	\$240.00	40	\$9,600.00
5	SM	Survey Manager	\$230.00	0	\$0.00
6	CM	Sr. Engineer II, Construction Manager	\$220.00	0	\$0.00
7	PE2	Sr. Engineer II	\$210.00	56	\$11,760.00
8	PE1	Environmental Lead, Sr. Engineer I	\$200.00	0	\$0.00
9	E3	Engineer III, , Sr. Engineer I	\$190.00	48	\$9,120.00
10	E3	Engineer III	\$180.00	0	\$0.00
11	PLS	Professional Surveyor	\$170.00	0	\$0.00
12	E2	Engineer II, Senior Architect	\$160.00	0	\$0.00
13	DE2	Engineer II	\$150.00	0	\$0.00
14	E1	Sr. Graphics Designer, Biologist, Engineer I	\$140.00	364	\$50,960.00
15	DE1	Hazardous Materials Specialist, Engineer I, Arch	\$130.00	0	\$0.00
16	DS3	Jr Engineer III, Sr. Cadd Tech	\$120.00	160	\$19,200.00
17	INSP2	Jr Engineer III, Construction Observer II, Project	\$110.00	0	\$0.00
18	DS2	Jr Engineer II, Construction Observer I	\$100.00	0	\$0.00
19	DS1	Jr Engineer I, Party Chief II, Construction Obser	\$90.00	0	\$0.00
20	PC1	Party Chief I	\$80.00	0	\$0.00
21	ADMN	Office Administration, Instrument Person	\$70.00	0	\$0.00
22	SIP	Instrument Person	\$60.00	0	\$0.00
23	INT	Intern	\$55.00	0	\$0.00
Subtotals				668	\$100,640.00
Multiplier					1.00
subtotal (Labor Cost)					\$100,640.00
Other Direct Cost (ODC)					
Travel and Living					\$960.00
Errata					\$0.00
Composite Rate					\$0.00
\$150.66					\$0.00
ODC Rate					\$0.00
\$3.68					\$0.00
Other (see Form C)					\$1,500.00
Doc Count					\$2,460.00
57					\$0.00
Hours / Document					
12					\$103,100.00
TOTAL COST					\$103,100.00

In addition, we have included a rate schedule for our services that may be utilized to assist with the understanding of our compensation plan for our engineering services.

Wilson & Company Engineers and Architects SCHEDULE A - RATES

RFP R20-105MZ

On-call A&E Services

TITLE / CLASSIFICATION	RESPONSIBILITIES	RATE
Engineer/Technical Specialist XXV	Principal III	\$300.00
Engineer/Technical Specialist XXIV	Principal II	\$290.00
Engineer/Technical Specialist XIII	Principal I	\$280.00
Engineer/Technical Specialist XXII	Project Manager IV	\$270.00
Engineer/Technical Specialist XXI	Contract Manager, Project Manager III, Sr. Engineer III	\$260.00
Engineer/Technical Specialist XX	Project Manager II	\$250.00
Engineer/Technical Specialist XIX	Project Manager I	\$240.00
Engineer/Technical Specialist XVIII	Survey Manager	\$230.00
Engineer/Technical Specialist XVII	Sr. Engineer II, Construction Manager	\$220.00
Engineer/Technical Specialist XVI	Sr. Engineer II	\$210.00
Engineer/Technical Specialist XV	Environmental Lead, Sr. Engineer I	\$200.00
Engineer/Technical Specialist XIV	Engineer III, , Sr. Engineer I	\$190.00
Engineer/Technical Specialist XIII	Engineer III	\$180.00
Engineer/Technical Specialist XII	Professional Surveyor	\$170.00
Engineer/Technical Specialist XI	Engineer II, Senior Architect	\$160.00
Engineer/Technical Specialist X	Engineer II	\$150.00
Engineer/Technical Specialist IX	Sr. Graphics Designer, Biologist, Engineer I	\$140.00
Engineer/Technical Specialist VIII	Hazardous Materials Specialist, Engineer I, Architect	\$130.00
Engineer/Technical Specialist VII	Jr Engineer III, Sr. Cadd Tech	\$120.00
Engineer/Technical Specialist VI	Jr Engineer III, Construction Observer II, Project Accounting	\$110.00
Engineer/Technical Specialist V	Jr Engineer II, Construction Observer I	\$100.00
Engineer/Technical Specialist IV	Jr Engineer I, Party Chief II, Construction Observer I, Social Media	\$90.00
Engineer/Technical Specialist III	Party Chief I	\$80.00
Engineer/Technical Specialist II	Office Administration, Instrument Person	\$70.00
Engineer/Technical Specialist I	Instrument Person	\$60.00
Intern	Intern	\$55.00

Reimbursable Costs	Unit Rate
Vehicle Mileage	\$0.80/Mile
Vehicle Day	\$75.00/Day
Vehicle Week	\$275.00/Week
Vehicle Month	\$1,100.00/Month
Survey GPS	\$125.00/Day
Survey Total Station	\$125.00/Day
3D Laser Scanner	\$600/Day
Contract Services	Cost Plus 4%
Outside Vendor Costs	Cost Plus 4%

REFERENCES

Brandy R. Williams P.E.
City Engineer
Fountain, CO
bwilliams@fountaincolorado.org
719.322.2036

Howard Schwartz, P.E.
Engineer III
El Paso County
HowardSchwartz@elpasoco.com
719.520.6803

Ayoub Karim
Project Manager
Pueblo County Department of Engineering & Public Works
33601 United Ave., Room 204
Pueblo, CO 81001
karima@pueblounty.us
719.583.4753

WILSON
& COMPANY

HIGHER RELATIONSHIPS

5755 Mark Dabling Blvd.
Suite 220
Colorado Springs, CO 80919
719-520-5800

wilsonco.com



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: 04/05/2022	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		CDBG Access for All-Gazebo Lake Park Improvements Bid/Contract Award

Background: The Community Development Block Grant (CDBG) administered and awarded through El Paso County bid opening occurred on March 16th at 5:00PM through the Rocky Mountain E-Purchasing System. Those present at bid opening included Becky Frank, Nate Scott and Margaret Peterson. The Town received one bid that included all required project components and came in under bid in the amount of \$138,550.00 from Water on Marrs Inc. which allows the Town to utilize the remaining funding to purchase Inclusive Playground Equipment at the end of the project.

Discussion: If awarded, staff will request a pre-project meeting to discuss the timeline with the respondent to minimize impacts on the summer season at Gazebo Lake Park. This project must be completed prior to November 9th, 2022.

Recommended Action:

Award the bid and authorize the mayor's signature on the contract for the CDBG Gazebo Lake Improvements Project to Water on Marrs Inc. in the amount of \$138,550.00 contingent upon the submission of required contract documents.

Respectfully,

Becky Frank

NOTICE OF AWARD

Date: 04/05/2022

Water on Marrs Design Group
Contractor Name
8775 West Highway 24, Cascade, CO 80809
Address

RE: Town of Green Mountain Falls Request for Proposal # 03.01.2022 (1)

Dear Thomas Hughes :

Thank you for submitting a proposal for the **Gazebo Lake Improvements-CDBG Accessibility for All Phase 1 Project**.

Your firm submitted the most qualified and responsible proposal and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the **Gazebo Lake Improvements-CDBG Accessibility for All Phase 1 Project**.

Enclosed please find an original and duplicate original Construction Contract. Please review and sign both, then, within ten days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at 719-684-9414 Ext. 5.

Sincerely,

Becky Frank
Project Manager

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 5th day of April, 2022, by and between Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Water on Mairs Inc., an independent contractor with a principal place of business at 8775 West Highway 24, Cascade, CO 80809 ("Contractor") (each individually a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents and all documents submitted during the bidding process and, attached hereto and incorporated herein by this reference:

- A. Lake Wall Reconstruction: Demolition and removal of approximately 200' of the existing concrete wall. Removal and transportation of debris off-site. Construction of a natural rock and boulder wall where the concrete is removed.
- B. Installation of ADA-compliant Fishing Pier to include preparatory dirt work, forming, pouring, and installing a concrete fishing pier approximately 9'x12', with a stainless-steel handrail guarding all exposed sides of the pier. And form and pour a concrete walkway, 4' wide and 4" thick, connecting the pier to the parking lot.
- C. Installation of Outlet Stream: Replace the existing underground culvert that serves as the outflow for the lake and construct an approximately 50-foot natural rock stream connecting the lake to Fountain Creek. Construction will include a non-woven microfiber underlayment and EPDM liner to minimize water loss between the lake and creek. The stream will increase the aesthetic of the Lake and park, appearing as if it were part of the natural landscape, and it will be conducive to pedestrian interaction and waterplay.
- D. Installation of ADA-compliant Pathway: Clean and remove debris from the existing walkway around the northwest edge of the Lake, which is approximately 480' in length and grade and prepare the surface, followed by forming, pouring, and finishing the concrete, for a walkway 4' wide and 4" thick.

If there is any conflict between the RFP and the proposal, the language of the RFP shall control, unless expressly agreed to by the Town in this Contract.

2. Bonds. Within ten days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within 30 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 1st day of September 2022, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 30 days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$138,550.00. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Termination. This Agreement shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction, or upon the Town's providing Contractor with seven (7) days advance written notice of termination, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice, the Town shall pay Contractor for all work authorized and completed prior to the date of termination.

6. Amendment. A change in the Scope of Work shall not be effective unless authorized as an amendment to this Agreement and subscribed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as by the Project Manager, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

7. Indemnification. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

8. Insurance.

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

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence.

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

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

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

9. Workers Without Authorization

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department

of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

10. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 *et seq.* (the “Act”) and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the “Rules”), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section “Colorado labor” means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation

that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year.

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

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

13. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

14. Third Parties. There are no intended third-party beneficiaries to this Contract.

15. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Becky Frank, Town of Green Mountain Falls
PO Box 524
Green Mountain Falls, CO 80819

Contractor: Water on Marrs Design Group
8775 West Highway 24
Cascade, CO 80809

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

17. Modification. This Contract may only be modified upon written agreement of the Parties.

18. Assignment. Neither this Contract nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

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

20. Rights and Remedies. The rights and remedies of the Town under this Contract are in addition to any other rights and remedies provided by law. The expiration of this Contract shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Contract with the Town of Green Mountain Falls, Colorado (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Green Mountain Falls, Colorado (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under the Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Contract.

Signature

STATE OF _____)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information contained therein is true and correct to the best of my knowledge. I further understand that the Town of Green Mountain Falls, Colorado shall rely on the information provided.

This information is provided for the Town of Green Mountain Falls, Colorado, Project: _____.

By: _____

Title: _____

Agency: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

My commission expires:

(S E A L)

Notary Public

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, (hereinafter called "Principal") as PRINCIPAL, and _____, (hereinafter called the "Surety") as SURETY, are held and firmly bound unto the Town of Green Mountain Falls, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which sum in lawful money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a proposal to OWNER for certain Work or services generally described as follows: _____

NOW, THEREFORE, (a) if said proposal shall be rejected, or (b) if said proposal shall be accepted and the PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said proposal, or (c) in the event of the failure of the PRINCIPAL to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay to OWNER the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY hereunder shall be in no way impaired or affected by any alteration or irregularities in the proposal or in the awarding procedure or by any extension of time within which OWNER may accept such proposal, and does hereby waive notice of same.

Dated this _____ day of _____, 20_____.

(SURETY)

By: _____

Title: _____

(PRINCIPAL)

By: _____

Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto Town of Green Mountain Falls, Colorado, a Colorado municipality, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

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.



Reference #3495

Proposal

For: Town of Green Mountain Falls
Attn: Becky Frank, Nate Scott

Rep: Tom Hughes/Jason Grutter
Phone: 877-MARRS-56
Email: Tom@WaterOnMarrs.com

manager@gmfco.us

March 16, 2022

Terms good 60 days from date of proposal.
Proposal #: 3495
Bidnet Ref #: 0000281818

Gazebo Lake Park Improvements – Phase 1

Thank you for another opportunity to work with the Town of Green Mountain Falls. We have enjoyed working on many projects with the Town over recent years and welcome another opportunity both to work with the administration and staff and to contribute to the continuing development and betterment of the Town and its offerings. The present project is well-suited to our set of skills and experience, and we are confident that we will provide a service to the Town that will result in increased accessibility and enjoyment of the Gazebo Lake Park, for the Town's residents and visitors alike.

Having spent time both enjoying and working in Gazebo Lake Park, we are familiar with its use and activity. We recognize the need to improve accessibility and the benefits to be had and shared by a greater segment of the population. We also understand that the Lake and Gazebo are the jewel of the town, providing not only a source of enjoyment and free entertainment to the townspeople but also a source of Town revenue in the form of rentals. Water on MARRS is experienced working in sensitive areas and minimizing disruptions and disturbances that impact on daily activities. We will be happy to work with the Town to minimize impact and to arrange access and schedule in an optimum manner. Finally, we are always open to receiving input from both staff and local residents, who will ultimately be served by the end result.

On-site supervision and equipment operation will be handled by Tom Hughes, co-owner of our company. Tom has more than 15 years' experience constructing, operating, and supervising projects of similar nature and scope. Off-site support and logistical coordination will be handled by Jason Grutter, who also has more than 15 years' experience, both in the field and in the office, working on projects like this. Together, we have worked to complete previous projects for GMF and have completed many other projects for municipalities, corporate office campuses, retirement communities, and large housing developments. We have previously provided references to GMF, but let us know if additional support is required.

This proposal comprises four (4) parts: reconstruction of a portion of the lake wall, construction of ADA accessible fishing pier, installation of ADA walkway, and installation of an outlet stream. We have quoted some of these and similar tasks in the past, and while we try to reflect the earlier estimates in preparing this proposal, we have seen drastic changes in costs of material, shipping, and labor over the last two years. We are excited to be able to utilize Town-supplied boulders, which will reduce costs, and we will be happy to entertain other creative



Reference #3495

means of reducing or covering costs. Based on our analysis of the information provided, details and cost breakdown of the four parts follow:

Lake Wall Reconstruction

We will begin by partially draining the lake, in order to facilitate access to the base of the existing wall. We will take care to minimize the impact on wildlife within the lake. Then we will demolish and remove approximately 200' of the existing concrete lake wall. The debris will be exported and disposed of off-site. In its place we will construct a natural rock-and-boulder wall, creating a more picturesque and enjoyable setting for park visitors. The wall will be no higher than 4 feet, with materials to be provided by GMF, from its supply directly adjacent to the project site. This task will require the use of rented heavy equipment, and will be manned by one supervisor, a technician, and two labors. It is expected to take approximately 3 weeks to complete.

Total Cost: \$65,700

Installation of ADA-compliant Fishing Pier

We will begin with preparatory dirt work that will facilitate the completion of this project. We will form, pour, and install a concrete fishing pier approximately 9'x12', with a stainless-steel handrail guarding all exposed sides of the pier. Additionally, we will form and pour a concrete walkway, 4' wide and 4" thick, connecting the pier to the parking lot. This task is expected to take approximately 2 weeks to complete.

Total Cost: \$19,800

Installation of Outlet Stream

We will replace the existing underground culvert that serves as the outflow for the lake. In its place we will construct an approximately 50-foot natural rock stream connecting the lake to Fountain Creek. Construction will include a non-woven microfiber underlayment and EPDM liner to minimize water loss between the lake and creek. The stream will increase the aesthetic of the Lake and park, appearing as if it were part of the natural landscape, and it will be conducive to pedestrian interaction and waterplay. This task is expected to take approximately 2 weeks to complete.

Total Cost: \$35,000

Installation of ADA-compliant Pathway

We will clean and remove debris from the existing walkway around the northwest edge of the Lake, which is approximately 480' in length. Then we will grade and prepare the surface, followed by forming, pouring, and finishing the concrete, for a walkway 4' wide and 4" thick. This task is expected to take approximately 1-2 week to complete.

Total Cost: \$17,850



Reference #3495

Water on MARRS is a fully licensed, insured, and bonded general contractor (Lic. #940440) in the state of California. We carry Workers Compensation insurance.

A \$25 Late Payment Processing Fee is assessed on any invoices past 30 days due. Additionally, interest of 1.5% per month will be added to any account past due.

Title remains in name of seller until paid in full. Purchaser agrees to pay in full all costs of collection, reasonable attorney's fees, and costs incurred by the seller to enforce payment of this notice. This notice serves as a 90-day preliminary notice to payor. Under the Mechanics Lien Law (Section 7018, California Business and Professional Code): Any contractor, subcontractor, laborer, supplier or other persons who help to improve your property but is not paid for his work or supplies, has the right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer, and the proceeds of the sale will be used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full while the subcontractor and laborers or suppliers remain unpaid.

Liability Release/Waiver

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

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

Customer's acknowledgment:

Water on MARRS Representative:

Sign:

Date:

Sign:

Date:

Print:

Print:

Water on MARRS Inc.

PO Box 6776, Burbank, CA 91510 ☎ Lic #940440
phone & fax: 1.877.MARRS-56 ✉ email: DesignGroup@WATERonMARRS.com
www.WATERonMARRS.com



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: 04/05/2022	AGENDA NO 10	SUBJECT:
Presented by: Becky Frank, Town Manager		Fire Mitigation Cost Share Agreement

Background: Attached is the Cost Share Agreement and the License to Enter documents between the Town of Green Mountain Falls and the Coalition for the Upper South Platte for the budgeted fire mitigation work that was originally scheduled for 2021. Because the hand crews were not available to complete the work in 2021 (due to fire fighting assignments in other locations and lack of workforce due to COVID-19) the Town reallocated funding to 2022 to complete the work. The amount budgeted for 2022 was \$15,000. CUSP has secured additional partner funding to be able to complete the work.

Discussion: If approved, staff will work with CUSP to get a schedule of work.

Recommended Action: Approve the CUSP/Town Fire Mitigation Cost Share Agreement and License to Enter.

Respectfully,

Becky Frank

PROPERTY OWNER COST SHARE AGREEMENT



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



Date: 3/8/22

Attention: Becky Frank

Project title: Green Mountain Falls

Project description: Forest Restoration &
Fuels Reduction

Name: Becky Frank

Physical Address: 10615 Unit B. Green Mountain Falls Rd., Green Mountain Falls CO 80819

Mailing Address: P.O. Box 524 Green Mountain Falls, CO 80819

Email: manager@gmfco.us

Phone: 719-684-9414

1. COST SHARE BUDGET

DESCRIPTION	QTY - ACRES	UNIT PRICE PER-ACRE	COST	NOTES
OWNER SHARE	19.05	\$747.40	\$15,000.00	<i>This amount represents the total amount of cash cost share you will be responsible for.</i>
OWNER IN-KIND SHARE			TBD	<i>With prior approval you may provide in-kind volunteer labor to reduce The PARTNER SHARE below. Please note - <u>this is not available on all grants.</u></i>
CUSP PARTNER SHARE	19.05	\$502.60	\$9,003.00	<i>Due to owner's inability to exceed \$15k, this portion of the cost will be provided by CUSP partners.</i>
CUSP SHARE	19.05	\$840.40 40% max	\$16,002.00	<i>CUSP grant will cover this amount.</i>
TOTAL	19.05	\$2,100.00	\$40,005.00	<i>This amount represents the overall cost of the project - including contractor cost and CUSP fees.</i>



THIS AGREEMENT is made on March 16, 2022

BETWEEN

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

1.1 RECITALS

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

1.2 SERVICES

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

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

The Property Owner agrees to:

1. *PAY THE AMOUNT IDENTIFIED IN COST SHARE BUDGET (OWNER SHARE / OWNER IN-KIND SHARE)*
2. *PROVIDE IN-KIND DOCUMENTATION (If noted in Cost Share Budget).*

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



1. CUSP Contract Manager –

Adrian Knight

adrian@cusp.ws

719-640-6985

2. CUSP Project Manager –

Adrian Knight

3. Contractor –

SWIFT Crew – Dennis Delong

Dennis.delong@state.co.us

2. INSURANCE / COMPLIANCE WITH THE LAW

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

Workers' Compensation/ Employer's Liability

Not less than that required by statute

Comprehensive General Liability (including blanket contractual liability insurance):

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

Property damage \$ 600,000

General aggregate \$ 2,000,000

Comprehensive Automobile Liability

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

Property damage \$ 600,000

3. INDEMNIFICATION

Parties agree to protect, defend, indemnify and hold harmless each other against losses, penalties, injuries, claims, fines, legal actions, damages, settlements, costs, charges, professional fees, legal fees or other expenses or liabilities relating to the Services unless such claims are based on gross negligence or intentional acts that are outside the scope of this Agreement.

4. PAYMENT TERMS

4.1 CUSP will invoice The Town of Green Mountain Falls. Payment will be sent to the following address:

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

Total Cost you agree to remit to CUSP upon completion of work identified within the attached Scope of Work - **\$15,000.00**

5. GENERAL TERMS

5.1 – This agreement commences on the date of the last signature. Parties agree that this agreement will remain in force until (end date) 7/15/22. If project is not completed by the end date, parties will be required to draft an amended Cost Share Agreement or void this agreement.

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

6. NOTICES

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

6.2 - Any changes to the scope of work and/or prescription must be made in writing and mutually accepted by the Parties. If this occurs, revised cost share amounts may be necessary and will be discussed prior to agreement on this Property Owner Reimbursement Form.

7. MISCELLANEOUS

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

7.2 - If any part, term or provision of this Agreement is held to be illegal or unenforceable



neither the validity nor enforceability of the remainder of this Agreement shall be affected.

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

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

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

7.6- Payment is due within 60 days of project completion without interest charges. After 60 days, interest will accrue at a rate of 12% per annum.

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

8. ATTACHMENTS

Scope of work attached.

9. SIGNATURES

By signing below I agree to and understand fully the project prescription, financial and time commitments and additional terms of this agreement.

Property Owner(s) / Legal Representative

Name: _____

Signature: _____ Date: _____

Name: _____

Signature: _____ Date: _____

For the Coalition for the Upper South Platte

Name: **John Geerdes**

Signature: _____ Date: _____

Attachments –**Scope of Work / Task Order**

Property location: Thomas Trail and Iona/Scott ROW

Property description: The slope is mostly moderate, although there are some steep slopes in the work area. Most of the Douglas fir have been negatively impacted by dwarf mistletoe.

Total acres: N/A

Acres to be treated: 19.05

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

Existing stand information: Dense conifer stands present.

Management approach: Dry mixed conifer restoration

The proposed treatments will remove the dense understory in some areas while removing mature trees in areas to convert the declining forest conditions to more robust forest overall with open crown conditions indicative of south-facing slopes and canopy openings created on north facing slopes through tree removal. The resultant forest will be more resistant to wildland fire spread, will provide a more open habitat for wildlife, and will help to return the landscape to a more natural trajectory. Canopy cover will be reduced 50% or more through this prescription.

On north facing slopes trees will be removed to separate groups from other groups within the stands to achieve a healthy mosaic forest. On drier south-facing slopes, basal area will be lowered by retaining single large trees and isolating small groups of 2-5 large trees along with larger groups of trees of variable size, age, and species. The focus is to retain ponderosa pine and aspen over Douglas fir, while creating crown spacing to reduce wildfire risk and encourage forest health. Sick/dead and dying Douglas fir will be prioritized for removal.

Aspen stands are limited, although aspen exists within the mixed conifer. Hand thinning will be used to remove conifer understory within aspen clumps and machine work will remove conifers to a distance of one tree height (average height of aspen in the stand) around the edges of aspen clumps to encourage enlargement of clumps, in areas where this is possible and desired. Stumps will be low cut. Standing dead will be cut. Slash will be lop and scattered.

Slash and forestry by-product management: Slash will be lop and scattered. Length of slash may not exceed 36 inches and depth may not exceed 12 inches on average.



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

Timeline: 19.05 acres to be completed by 7/15/22

Property Owner Signature:

I agree to the management proposed within Scope of Work

_____ (Property Owner or Representative)

_____ (Date)

LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY

THIS LICENSE TO ENTER UPON LAND AND RELEASE OF LIABILITY is an agreement made and entered into this **16th** day of **March, 2022**, “Licensor” (landowner or landowner’s legal designee) by and between **The Town of Green Mountain Falls** and the Coalition for the Upper South Platte, hereinafter referred to as “CUSP”.

WHEREAS, CUSP has requested access to and the right to enter upon the land described below (the “Property”), for the purposes described below that are related to CUSP’s mission; and

WHEREAS, Licensor is the owner of the Property, or of the current right to occupancy thereof, and has the right to grant a license to enter upon the Property for the purposes described herein, and desires to grant such right to CUSP upon the terms and conditions set forth in this Agreement;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

A. License Grant. The Licensor grants to CUSP, its employees and authorized volunteers, contractors and subcontractors, acting within the scope of their employment or contract (collectively, the “Licensees”), a non-exclusive license to enter upon the Property during the term hereof for the purposes described below. Licensor may revoke such license at any time by written notice to CUSP in accordance with the Notice provisions herein. Said license is subject to the following terms and conditions:

1. Description of Property. This License concerns the following Property (physical address and legal description):

Property owned by The Town of Green Mountain Falls, CO 80819

2. License Period. This License shall be in effect from **3/16/22** to **7/15/22**, inclusive (the “License Period”). If any dates or times are excluded from the License Period, they are specified here:
 - a. not applicable
 - b. describe:
3. The parties may, by mutual written agreement, extend the term of this License as necessary to permit the purposes and activities for which it is granted to be completed. **No work shall be commenced until this License has been fully signed.**
4. Purpose. This agreement applies to CUSP for the purpose of conducting the following activities (**check all that apply; add additional pages as necessary for work descriptions**)
[x] Access to property for planning of potential volunteer projects, forest health projects, river restoration projects, or other work. Initial and date, if different from original signature date: Initial _____ Date _____

CUSP Landowner Release:

☐ Locate and store tools, supplies, equipment requisite to field work. Initial and date, if different from original signature date: Initial_____ Date_____

☐ Volunteer Projects <<Describe in space below or attach Scope of Work>> Initial and date, if different from original signature date: Initial_____ Date_____

[x] Forest Health Projects <<Describe in space below or attach Scope of Work>> Initial and date, if different from original signature date: Initial_____ Date_____

☐ Other Projects <<Describe in space below or attach Scope of Work>> Initial and date, if different from original signature date: Initial_____ Date_____

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

Phone and/or email for notification: *Manager@gmfco.us*
719-684-9414

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

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

Insurance Limits of Liability

Workers' Compensation/Employer's Liability: Not less than that required by statute

Comprehensive General Liability (including blanket contractual liability insurance):

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

Comprehensive Automobile Liability:

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

Consultants and contractors working under CUSP's direction are required to provide proof of adequate general liability insurance, worker's comp, auto coverage, and other pertinent insurance to

CUSP Landowner Release:

protect both CUSP and the Licensor prior to undertaking work for CUSP on the Property.

- C. Limits of Liability. The Parties understand and agree that the liability of CUSP, its consultants, contractors, or volunteers is limited to its/their direct actions. CUSP shall be solely responsible for the actions of its agents, employees or invitees while on the Licensor's premises, and, to the extent allowed by law, shall hold the Licensor harmless from and indemnify the Licensor from any liability for:

1) theft of or damage to the Licensee's equipment or apparatus, OR

2) injury to persons caused by CUSP's agents, employees or invitees, unless such theft, damage, or injury is due to gross negligence or intentional acts by the Licensor.

In no case shall either party be liable to the other party for expenses above direct costs, unless the harm or claim is as a result of gross negligence or intentional acts by the other party.

- D. Additional Terms and Conditions.

1. **Notices.** All legal notices required to be given under this License shall be deemed given when actually delivered to the designated representative(s) of the party to be given notice by (i) certified mail, return receipt; or (ii) by hand delivery or courier service, if a signed receipt is obtained upon delivery; or (iii) by facsimile transmission, if confirmation of receipt of the transmission is obtained. A party may change its designated representative(s) or address at any time by written notice in the same manner as for any other notice. The initial representatives of the parties shall be the persons whose names and addresses are:

Coalition for the Upper South Platte (CUSP)

Address: PO Box 726

Address: Lake George, CO 80827

Phone: 719-748-0033

Email: johngeerdes@cusp.ws

Owner: *Becky Frank*

Address: *P.O Box 524*

Address: *Green Mountain Falls, CO 80819*

2. **Non-Assignment.** Except as specifically permitted under section A herein above, CUSP shall not transfer, assign, or otherwise convey the rights granted in this agreement to any other person or party without the express prior written consent of the Licensor(s). Any such conveyance in violation of this paragraph shall be null and void.

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

4. **Non-Assignment.** Licensor shall not assign or sublicense any of its obligations under this License without the advance written consent of CUSP. Any unauthorized assignment shall be void. CUSP shall have

CUSP Landowner Release:

the right, but not the obligation to terminate this License, without waiver of any other right or remedy, upon notice of Licensor's assignment or sublicense in violation of this section.

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

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

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

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

9. **Maintenance of Improvements.** The License understands and agrees that certain work provided by CUSP may not be changed, adjusted, or improved after the work is complete, without prior written approval of CUSP. If applicable, such work, and time periods as may be in affect, are described as follows:

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LICENSOR:

By:

Print Name & Title:

Signature

Date

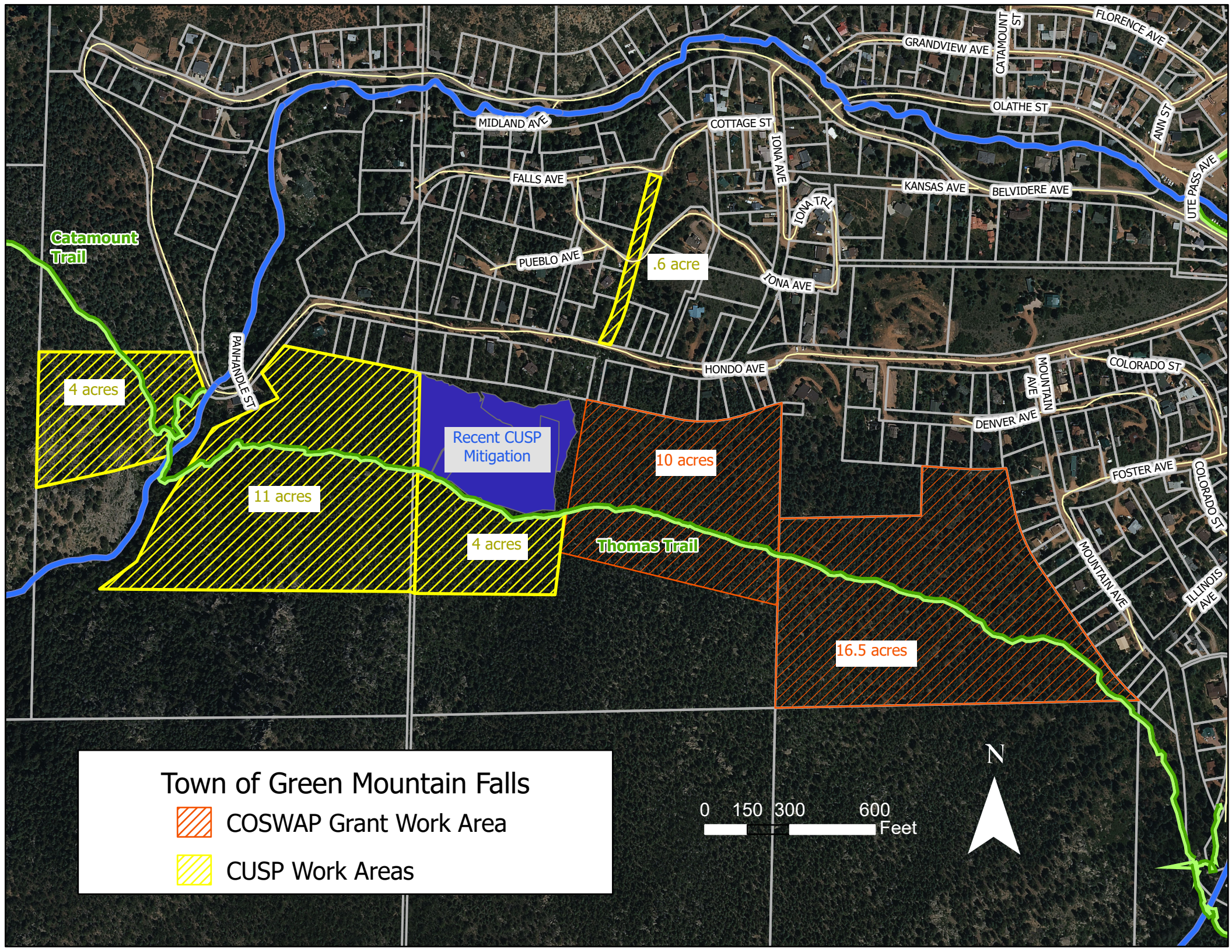
FOR CUSP:

By:

Print Name & Title:

Signature

Date



Town of Green Mountain Falls



COSWAP Grant Work Area



CUSP Work Areas

0 150 300 600 Feet





BOARD OF TRUSTEES AGENDA MEMO

DATE: 04/04/2022	AGENDA NO 11	SUBJECT:
Presented by: Nate Scott, Town Clerk/Treasurer		PPRTA Bylaws and CAC Membership

Background: Craig Gooding, GMF's representative on the PPRTA CAC (Pikes Peak Rural Transportation Authority Citizen Advisory Committee) has presented the following updates and action requests.

Discussion:

Issue 1: PPRTA Bylaw addition, per the attached PPRTA doc: "We are seeking approval to give member governments and PPRTA the authority to apply for grants and for the Board Chair or Vice Chair to sign the grant application. When grants are submitted, the member governments will report the project summary and dollar amount to the PPRTA CAC and Board.

Issue 2: CAC Membership, per Craig Gooding email:

Report of Representative to Citizens' Advisory Committee (CAC), Pikes Peak Rural Transportation Authority

The next meeting of the CAC is on Wednesday, April 6.

The topic of the makeup of CAC membership, which was presented to the Trustees on March 1, has been returned to the CAC by the PPRTA Board for a third time. The CAC has recommended twice that Manitou Springs have one representative and the CAC, the same as Green Mountain Falls, Ramah, and Calhan. In March, the board voted to give Manitou two seats in the CAC and is asking the CAC to recommend revising the CAC bylaws to reflect that.

The current makeup of the CAC is:

- Colorado Springs: 3
 - El Paso County: 3
 - Manitou Springs: 2
 - Green Mountain Falls: 2
 - Ramah: 2
 - Calhan: TBD
 - At Large: 5
 - At Large Alternates: 5
- (TOTAL = 22)

The CAC recommended the following membership at the March 2 meeting (by 7 for, 6 opposed, and 1 abstention):

- Colorado Springs: 3
 - El Paso County: 3
 - Manitou Springs: 1
 - Green Mountain Falls: 1
 - Ramah: 1
 - Calhan: 1
 - At Large: 5
 - At Large Alternates: 4
- (TOTAL = 19)

At its March 9 meeting, the Board approved the following:

- Colorado Springs: 3
 - El Paso County: 3
 - Manitou Springs: 2
 - Green Mountain Falls: 1
 - Ramah: 1
 - Calhan: 1
 - At Large: 6
 - At Large Alternates: 4
- (TOTAL = 21)

From minutes of the March 1, 2022, Board of Trustees meeting, the Board action was: “Trustee Peterson moves to approve a 3rd option, which would have 6 “At-large” members and provide Manitou Springs with two voting members. Trustee Guthrie seconds. Motion passes unanimously.”

Action Requested:

Per Mr. Gooding: “If the trustees have any direction about how they want me to vote on the revision to the bylaws to change the voting counts, please pass that along...”

I would also like direction on how to vote on the PPRTA/Member grant partnership offer.”



Pikes Peak Rural Transportation Authority

Capital Project Submission Discussion

Objectives

- ◆ Provide a History of PPRTA Funding
 - ◆ Projects
 - ◆ Maintenance
 - ◆ Status of Current Projects
- ◆ Budgetary Considerations
 - ◆ PPRTA Allocations
 - ◆ Additional Funding
 - ◆ CDBG
 - ◆ DOLA
- ◆ Next Steps
 - ◆ PPRTA 3
 - ◆ Capital List-Ballot Language

PPRTA History



MAINTENANCE PROJECTS

The PPRTA budgets 35% of its project funding to maintenance. Maintenance projects include a variety of infrastructure maintenance.

CAPITAL PROJECTS

Fifty-five percent of PPRTA funding is allocated for capital projects, which are large projects that significantly improve the region's transportation system.

Projects vs Maintenance

Maintenance Projects

\$48,528.00

- Based on 2020 census
- Runs through 2024
- 35% of PPRTA funds are for maintenance
- Allocations are subject to voter approval

Before



After



“A” List Projects

Complete

Belvedere Ave. Widening Phase I (Green Mountain Falls)	
Project Number	13
Classification	PPRTA-2
Project Timeframe	2015-2024
Project Name	Belvedere Ave. Widening Phase I (Green Mountain Falls)
Project Description	Add pedestrian walkway as part of the roadway
Project Priority	Priority A
Project Cost	226,000

In-Progress

Project Number	64
Classification	PPRTA-2
Project Timeframe	2015-2024
Project Name	Stilling Basins (Roadway Drainage Improvements)
Project Description	Capture stormwater from roadways
Project Priority	Priority A
Project Status	Not Started
Project Cost	332,580

2022 Project-Stilling Basins



Budgetary Considerations

◆ 2021 Budget

- ◆ \$78,682 for maintenance
- ◆ \$243,290 for Stilling Basins

◆ 2022 Budget

- ◆ \$99,806 for maintenance
- ◆ \$326,046 for Stilling Basins

Additional Project Funding

Comprehensive Roads Plan

- 50/50 match funded by DOLA Energy Impact Assistance Fund and ARPA (Town Match)

How can PPRTA Funds be leveraged to finance projects identified in the Comprehensive Roads Plan?

- With Ballot Language being due prior to the Comp Roads Plan being completed and prior to the Town's budgeting process for 2023:
 - What are some identified projects that we know need to be accomplished and;
 - How do we package them up into a project that can be included in the next PPRTA Ballot Measure?

November 8th, 2022, PPRTA Ballot Measure

- ◇ Capital Project list (draft) due to PPRTA by April 26th, 2022
- ◇ May BoT meetings to revise list if needed and appoint a Trustee to this board.

On Tuesday, August 3rd, 2021 the Board of Trustees for the Town of Green Mountain Falls, Colorado voted in support of adding the following questions to the November 2022 ballot, and for inclusion in the 2025 – 2034 PPRTA plan.

Proposed November 2022 PPRTA Ballot Questions – for 2025 – 2034 Plan

- El Paso Trail & Iona Avenue Roads Improvement
- El Paso Avenue Bridge Replacement
- Belvidere Avenue Improvements
- Ute Pass Improvements
- Roadway Drainage Plan & Improvements
- Intersection Improvements
- Roadway Safety & Traffic Operations
- Bridge Improvements

Recommended Ballot Language:

- ◆ This language is being drafted by PPRTA legal. We will run it through local leadership and legal in May prior to the deadline.



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, April 5, 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)-Had one respondent that met project requirements and came in with in budget. Contract/bid award is in the BoT Packet for approval.
- Wayfinding signage-project nearly complete with one sign install remaining. Will be working to submit reimbursements.
- 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- Had one respondent that met project requirements and came in with in budget. Contract/bid award is in the BoT Packet for approval.
- 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).

Public Works:

- 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.
- Assisted in reporting for PPRTA Annual Report.

Town Manager:

- Working with Marshal's office to develop a succession plan.
- Preparing for annual audit
- DCI Conference April 12-15 (in Colorado Springs, the town has a couple of free spots if anyone is interested)
- CCCMA Conference April 13-15
- CIRSA All Boards Training April 19th 7-9pm at the Sallie Bush
- GMF Community Celebration Chili Dinner May 5th 5-7pm
- BoT Orientation May 14th 10am-4pm at the Sallie Bush



**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

4/1/22

TO: The Board of Trustees
FROM: Marshal Virgil Hodges
SUBJECT: Activity for March 2022

	MARSHAL and DEPUTY	RESERVES	TOTAL
HOURS WORKED	270 PATROL (140)	0 PATROL (0)	270 PATROL (140)
ACTIVITY			
911 HANG-UP/MISDIAL	2		
ASSIST OTHER AGENCY	1		
ALARMS	3		
CHECK THE WELFARE	2		
FOLLOW UP	4		
CRASH	1		
ASSAULT	1		
VIN INSPECTION	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: Nate Scott, Town Clerk/Treasurer/Planner
Re: Staff Report, April 1, 2022

Routine activities continuing:

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

UPDATES

Clerk/Treasurer:

- COSWAP:
 - Sent out letter with map to adjacent properties on April 1.
 - Will be walking the land to stake out boundaries with built-in buffer.
 - Will be scouting out adjacent land for strategic access points.
 - Gathering phone numbers to contact certain owners directly about access points, etc.
- Gazebo rentals picking up.

Planning:

- Upcoming applications:
 - Easement for 6796 Pine St.
 - Vacation of lot line for positive development @ 11145 Falls Ave.
 - New address assigned for pending CSU pump station at 10685 Hondo Ave.
 - Revocable permit vs. easement as an aid for positive development.
- Code updates:
 - Received final draft of installment 1 of 3. Should have others next week.
 - Will have a work session on the final draft of all installments at April 12 Planning Commission meeting.



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: 04/05/2022	AGENDA NO 12a	SUBJECT:
Presented by: Becky Frank, Town Manager		Paid Family and Medical Leave Act Opt-Out Memorandum

Background: the attached correspondence from the attorney outlines the opt-out process for local governments regarding the Paid Family and Medical Leave Act. Staff is researching this further to see what other municipalities are choosing to do and why. There is a hard deadline of June 2022 to opt out.

Discussion:

The main justification for opting out is cost, both directly toward the premiums and the administrative costs of managing employees under the new scheme. The program is funded through a payroll tax that is split 50/50 between employers and employees. Because there is an option to opt out, which is not usually the case for most federal and state leave requirements, local governments seem to want to take advantage of that.

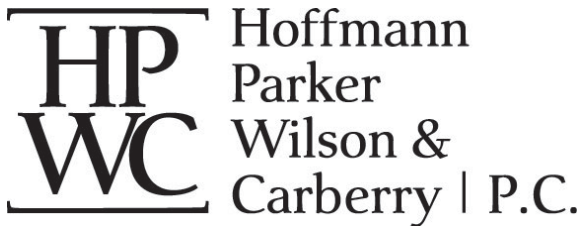
By opting out, Green Mountain Falls could use its own private plan, or it could allow employees to individually opt-in to the Act. To opt out, there are specific notice requirements, and a vote is required. These items are explained in the memo in detail.

Recommended Action:

No action at this time.

Respectfully,

Becky Frank



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

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

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

Daniel P. Harvey
Ruthanne H. Goff
Katharine J. Vera
Elizabeth G. LeBuhn
Austin P. Flanagan
Wilson D. Scarbeary

TOWN OF GREEN MOUNTAIN FALLS
MEMORANDUM

**TO: MAYOR AND BOARD OF TRUSTEES
BECKY FRANK, TOWN MANAGER**

**FROM: JEFFERSON H. PARKER, TOWN ATTORNEY
ELIZABETH G. LEBUHN, ESQ.** JHP

DATE: APRIL 1, 2022

RE: PAID FAMILY AND MEDICAL LEAVE ACT OPT-OUT

On November 3, 2020, Colorado voters approved the Paid Family and Medical Leave Insurance Act (the "Act"). This follows up our previous memorandum on the Act and specifically addresses the regulations promulgated by the Colorado Department of Labor and Employment regarding the local government opt-out process for the insurance component of the Act.

The Act, codified as Part 5 of Article 13.3 of Title 8, C.R.S., establishes a paid family and medical leave program in Colorado to be funded through a payroll tax paid for by employers and employees in a 50/50 split. *See* C.R.S. § 8-13.3-507. The Act also creates a new division in the Colorado Department of Labor and Employment, the Division of Family and Medical Leave Insurance (the "Division") to administer the program. C.R.S. § 8-13.3-508(1).

Relevant Provisions of the Act

Benefits and Reasons for Leave

Under the Act, a "covered individual" can take up to 12 weeks of paid aggregate family or medical leave for the following reasons:

1. To care for a new child during the first year after the birth or adoption or placement through foster care of the child;

2. To care for their own serious health condition or care for a family member;

3. To take "qualifying exigency leave" as defined under C.R.S. § 8-13.3-503(16) when a family member is on active duty military service or is called for active-duty military service for reasons that include without limitation: providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member; or

4. To take "safe leave" as defined under C.R.S. § 8-13.3-503(18) because the covered individual or covered individual's family member is the victim of domestic violence, stalking, or sexual assault or abuse and the covered individual is using leave to seek a protection order, obtain medical care, obtain new housing, seek legal assistance, or for any other related reasons.

C.R.S. § 8-13.3-504.

A covered individual may qualify for up to an additional 4 weeks of leave due to certain pregnancy or childbirth complications. C.R.S. § 8-13.3-505(1).

The benefits a covered individual is entitled to receive depend on whether the employee's average weekly wage is above or below the state's average weekly wage. C.R.S. § 8-13.3-506. The Director of the Division establishes the state's average weekly wage annually based on average weekly earnings from the previous year's available statistics. C.R.S. §§ 8-13-503(22); 8-47-106. If the covered individual's average weekly wage is less than or equal to 50% of the state's average weekly wage, the employee is entitled to 90% of their average weekly wage for that portion of qualifying leave. C.R.S. § 8-13.3-506(1)(a)(I). A covered individual's wages that exceed 50% of the state average weekly wage qualify that employee for 50% of their average weekly wages for that leave period. C.R.S. § 8-13.3-506(1)(a)(II). The maximum weekly benefit is capped at 90% of the state average weekly wage or \$1,100 weekly for any leave taken in 2024. C.R.S. § 8-13.3-506(1)(b).

Premium Amounts and Tax Consequences

Employers and employees who elect coverage under the Act will start paying premiums beginning on January 1, 2023, and benefits will become available beginning on January 1, 2024. C.R.S. § 8-13.3-507. For the first two years of the program, 2023 and 2024, premiums are set to be 0.9% of the employee's wage, paid through a 50/50 split between the employer and the employee. C.R.S. § 8-13.3-507(3)(a). Contributions will be paid into a fund administered by the Division, which will in turn pay out benefit amounts to the covered individuals. C.R.S. § 8-13.3-507(7). In 2025 and in subsequent years, the Director of the Division will adjust the premium amounts so that the total amount of premium contributions to the program equals 135% of the previous year's claims and 100% of the administration costs, not to exceed 1.2% of the employee's wage. C.R.S. § 8-13.3-507(3)(b).

Local Governments May Opt Out

Local governments may decline to participate in the Act. C.R.S. § 8-13.3-522(1). Importantly, the Act includes all local governments by default, so affirmatively opting out is required, if desired. Under C.R.S. § 8-13.3-521, employers may apply to the Division for approval of their own private plan that meets all the same obligations for providing leave under the Act, including by offering the same protections. The Director of the Division has promulgated rules for: the process by which a local government can decline to participate; the process by which a local government that previously declined can later decide to participate; and the notice a local government is required to provide its employees regarding whether the local government is participating in the program, the ability of the employees to elect their own coverage, and any other necessary requirements. C.R.S. §§ 8-13.3-522(3)(a)–(c).

To opt out, the Board of Trustees must decline participation via a majority vote at a public meeting, and then deliver written notice to the Division of the decision to opt out.

A declination vote will not take effect ***until 180 days after the vote***, to allow individual employees the opportunity to opt into the benefits program pursuant to C.R.S. § 8-13.3-514, should individuals choose to elect coverage. Thus, the Town must complete this formal opt out process by June 30, 2022. In other words, this 180-day period will allow employees the time to opt in individually if they choose to. The Town's employees must also be notified in writing prior to the vote and provided information regarding the vote process and the opportunity to submit comments through a public process to the Board.

The declination period is not permanent, and local governments must reconsider participation at least every 8 years and notify the Division of the result in writing. If the Town does not have a declination vote after 8 years and notify the Division in writing, it will become a covered employer under the Act.

Within 30 days following a local government declination vote, the Town must provide its employees with a written notice of the declination vote and the impact on the Act or other paid family and leave insurance coverage. The written notice must, at a minimum, explain the differences between benefits offered by the Act program and any private plan offered by the Town. The notice must also state which employees, if any, are eligible for job protection under the federal Family and Medical Leave Act ("FMLA") or other local provisions.

If the Town opts in after initially opting out, it must remain in the program for a minimum of 3 fiscal years. If an employee who had individually opted in overpays due to the local government's decision to later opt in, the Division will repay the employee any overpayment and will ensure continuation of coverage for the employee prior to the local government's reinstatement of coverage.

Written notices must contain information regarding the right of local government employees to voluntarily opt into the Act's benefits pursuant to C.R.S. § 8-13.3-514, and the

contact information for the Division. The Town must display a notice containing the information in a conspicuous and accessible place where employees can see it; if an employee teleworks or performs work through a web-based or app-based platform, notification must be sent via electronic communication or through a conspicuous posting in the web-based or app-based platform for Town employees. The Town may request posters and notices containing the above information from the Division. Employees who individually opt in will not pay a double premium amount, and the Town must give them notice of the next beginning date of a calendar quarter at which a premium amount will be submitted to the Division on their behalf. The notice must be delivered to employees in writing or via electronic communication no later than 90 days after the declination vote. The Town must also publicly post notice of the date of the first day it will begin paying premiums and when coverage is expected to start.

Existing FMLA Leave

Both federal and state leave requirements apply to Colorado businesses. Additionally, under recently enacted Senate Bill 205, employers in Colorado must provide one hour of paid sick leave to each employee for every 30 hours worked, up to a maximum of 48 hours per year. In addition, Colorado law permits an eligible employee to take up to 3 days of leave in any 12-month period if the employee is a victim of domestic abuse, stalking, sexual assault, or another crime. The leave may be paid or unpaid and must be used to seek a civil protection order, obtain medical care or mental health counseling, secure the employee's home, or seek legal assistance.

Leave taken under the Act that also qualifies as leave under FMLA will run concurrently with the Act. C.R.S. § 8-13.3-510(1)(a). In other words, an employee may not "stack" leave to take 12 weeks off under FMLA and then take a subsequent 12-16 weeks off under the Act. Employers may also require that paid leave taken under the Act be taken concurrently with or coordinated with any disability policy. C.R.S. § 8-13.3-510(1)(b). The employer must give its employees written notice of such a requirement. *Id.* An employer cannot require its employees to exhaust their accrued vacation leave, sick leave, or other paid time off before or while receiving paid leave under the Act. C.R.S. § 8-13.3-510(1)(c). However, an employer may come to an agreement with an employee that allows the employee to use their accrued sick leave, vacation leave, or paid time off while receiving paid leave benefits, if the combined benefit does not exceed the covered individual's average weekly wage. *Id.* The Act requires the Director to adopt a rule about how leave under the Act will be coordinated with worker's compensation leave and benefits and with an employee's right to take domestic violence leave under C.R.S. § 24-34-402.7.

The chart below summarizes the different types of leave available to employees in Colorado and how they compare to one another¹:

FAMLI (this Act)	Federal FMLA	Preexisting State Mandated Sick Leave
Type of Leave		
Family and medical	Family and medical	Medical
Length of Leave		
Up to 12 weeks (plus 4 additional weeks for pregnancy and childbirth complications)	Up to 12 weeks	Up to 6 days
Paid or Unpaid		
Paid	Unpaid	Paid
Time Until Employee Eligibility		
Employee must make \$2,500 in wages, subject to premium, during employee's base or alternative base period ²	Employee must work for 12 months	Employees receive 1 hour of paid leave per 30 hours worked, up to 48 hours per year
Job Protection		
Yes, if an employee has worked for employer for at least 180 days	Yes	N/A
Employer Size		
All employer sizes, with notable exceptions	Private sector with 50 or more employees; all public	Employers with 16 or more employees as of 1/1/2021,

¹ Available on p. 56 at: http://leg.colorado.gov/sites/default/files/blue_book_english_for_web_2020_1.pdf

² A "base period" is defined as the first four of the last five completed calendar quarters immediately preceding the first day of the individual's benefit year. C.R.S. § 8-70-103(2). An "alternative base period" is defined as the last four completed calendar quarters, as opposed to the first four described above. C.R.S. § 8-70-103(1.5).

	agencies; all elementary and secondary schools	and all employers beginning 1/1/2022
Qualifying Reasons for Leave		
Birth or adoption of child; care for self or family member with serious health condition; circumstances related to a family member's active-duty military service; safe leave for domestic abuse, sexual abuse or assault, and stalking	Birth or adoption of child; care for self or family member with serious health condition; circumstances related to a family member's active-duty military service	Care for an employee's health or safety; care for a person whom the employee is responsible for providing or arranging health or safety related care

Notice and Retaliation Provisions

The Division will develop a program notice that will detail the program requirements, claim process, payroll deduction requirements, employees' rights and protections against retaliation that employers shall post in a prominent location in the workplace. C.R.S. § 8-13.3-511. Employers must also notify employees in writing of their rights under the Act upon hiring and upon learning of an employee experiencing an event that triggers eligibility to paid leave under the Act. *Id.*

Employers cannot take any retaliatory action or discriminate against an individual who exercises their rights under the Act by requesting, filing for, applying, or using benefits under the Act. C.R.S. § 8-13.3-509(4). The Act makes it illegal for an employer to count paid leave under the Act as an absence that may lead to or result in discipline, demotion, termination or any other adverse action. C.R.S. § 8-13.3-509(5). Covered individuals who take leave are entitled to return to the same position or a position with the same pay, benefits, and seniority or status. C.R.S. § 8-13.3-509. Further, while covered individuals are on leave, the employer must maintain any health care benefits the covered individual had prior to taking leave for the duration of the leave. *Id.* The individual will continue to pay their share of the cost of any health care benefits during leave. *Id.* Individuals taking leave do not accrue any other seniority or employment benefits during their leave. *Id.*

Colorado Supreme Court Challenge

The Colorado Supreme Court recently agreed to hear a TABOR challenge to the Act's premiums. The Denver District Court upheld the Act's premium requirement in 2021. We will keep you updated as this case unfolds.

Conclusion

The Town must commence the formal opt out process under C.R.S. § 8-13.3-522 quickly. Even when the Town opts out, it should be prepared to make the requisite payroll deductions for employees that might opt in to coverage. The Act in its current state leaves some questions unanswered as to how employers should reconcile the leave under this Act with similar leave under FMLA and the Healthy Families and Workplaces Act. The Division is required to issue further guidance by July 1, 2022 that establishes all of the rules and regulations necessary for the implementation of the Act, including benefit rules and rules regarding private plans. C.R.S. § 8-13.3-516. We will update this memorandum with that information.

As always, please let us know if you have any questions or need additional information.

Town of Green Mountain Falls Community Potluck and Appreciation Fiesta

Thursday, May 5th, 2022 5pm-7pm
Sallie Bush Community Building



Join your friends and neighbors! Bring a pot of chili (or side dish)
and celebrate with the
Town Board of Trustees, Committees and Staff!



Town Of
GREEN MOUNTAIN FALLS
Colorado

From: [Town Clerk](#)
To: [Nate Scott](#)
Cc: dixonforgmfmayor@gmail.com; [Sean Ives](#); nickdonzello@gmail.com; [Becky Frank](#); [Virgil Hodges \(Marshal\)](#); [Deputy Goings](#); [Public Works](#); cassandrar@mhyc.net; [Olympia Vida](#); [Poletti,David](#); gmfcpcchief@gmail.com; adrian@cusps.ws; [John Geerdes](#)
Bcc: [Planning Commission 2022](#); gmfnwberry@gmail.com; [Sunde King](#); gmfguthrie@gmail.com; gmftrustee.peterson@gmail.com; [margaret Peterson](#); gmfcquinn@gmail.com; [David Douglas](#); [Rich Bowman](#); dubattin11@gmail.com; [KELLY HUNTER](#); [Nancy Dixon](#); [Walker Don](#); [Jay Kita](#); [Jesse Stroope](mailto:jessestroope@yahoo.com)
Subject: Save the Date - Fire Mitigation Info
Date: Wednesday, March 30, 2022 10:57:00 AM

Hello all,

This is notification for an informational meeting about fire mitigation to be held on **Tuesday, April 26, 6:30 – 8:30pm @ the Sallie Bush Building**. Town staff, committee members, and partners will be talking about the following topics (partners, please contact me if you are willing to say a few words):

- general information about mitigation and forest health
- what homeowners can do
- resources for those with limited incomes
- upcoming mitigation work on Town property

The info for the meeting will be posted on the [town's website](#), [Facebook page](#), Post Office, Town Hall, and will be updated with a Zoom or YouTube link closer to the date.

Let me know of any questions or suggestions. I am not personally planning on any food situation, but if anyone wants to organize that, be my guest!

I've sent this to all members of the Board and committees – including the incoming board members – as well as partners we have or will be working with. Feel free to forward to others...

Nate Scott
Clerk/Treasurer/Planner
Town of Green Mountain Falls
719-684-9414 x1
<https://greenmountainfalls.colorado.gov/>

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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: 04/04/2022	AGENDA NO 12b	SUBJECT:
Presented by: Nate Scott, Town Clerk/Treasurer		Resolution 2022-05 - Payout upon Separation

Background: At the March 15 Board of Trustees meeting, the Board approved a change to the employee handbook, per Resolution 2022-05, dependent on further review. Nate reached out to the Colorado Department of Labor and Employment, and they sent the attached “Interpretive Notice and Formal Opinion #14” (INFO) sheet.

Discussion:

Per the handbook and current policy/practice, Town employees accrue only one type of paid time off, called “PTO”, which can be used for any purpose. Therefore, our situation is what is described on Page 2 of the INFO sheet: in Example 2, Company B. “Because Company B’s ‘personal days’ lack pre-conditions for their use (as do the Town’s PTO hours), the pay is guaranteed rather than conditional, so the ‘personal days’ meet the definition of ‘vacation pay’ that must be paid at separation.”

Per the Board’s previous vote, Resolution 2022-05 is hereby passed.



Interpretive Notice & Formal Opinion (“INFO”) #14: Payment of Earned Vacation upon Separation of Employment

Overview

This INFO addresses:

- How employees must be paid all earned “vacation pay” when their job ends (“separation of employment”);
- The rule against employment policies, or agreements, that waive or forfeit any earned vacation; and
- What kinds of paid time off do, and do not, count as protected “vacation pay.”

Requirement To Pay Earned Vacation When Employment Ends

Employers are not required to offer paid vacation, but (as with other wages) may do so in writing, verbally, or based on their custom or practice. Employers who do offer paid vacation may set key terms, including:

- the amount of paid vacation time;
- how vacation pay is earned (accrued) — for example, based on hours, weeks, or years of work;
- whether there is a “cap,” or maximum, on the amount of paid vacation that employees can save up.¹

Vacation pay is a form of wages protected by the [Colorado Wage Act \(“Wage Act”\), C.R.S. 8-4-101, et seq.](#) Under the Wage Act, once employees earn wages, their right to payment is guaranteed, regardless of whether the amount was determined by law (e.g., a minimum wage law), by agreement, or by practice — and any agreement that forfeits earned compensation is void and unenforceable.² That means that, like other wages, unused vacation pay must be paid when an employee separates from employment — whether they are fired with or without cause, voluntarily resign with or without notice, or separate for any other reason.³

What Counts As “Vacation Pay” That Must Be Paid When An Employee Separates from Their Job

“Vacation pay” is any paid leave that’s usable for any purpose the employee chooses, at their discretion — unlike paid leave that’s usable only for qualifying events like health needs, caretaking, bereavement, or public holidays, as [Wage Protection Rule 2.17.1](#) details.⁴ Because vacation pay is usable without a qualifying event, it is a form of guaranteed pay that an employee can use, or save for eventual payout, at their discretion. Some paid leave meets this “vacation pay” definition, but has a different name, like “personal days,” “paid time off” (“PTO”), “annual leave,” “floating holiday,”⁵ etc. Labor rights depend on how employment works in reality, not

¹ [Wage Protection Rules](#), 7 CCR 1103-7, Rule 2.17 (employer/employee agreements set whether, how, and how much vacation pay is earned, and can cap vacation at a year’s worth or more, but still can’t forfeit or waive earned vacation pay).

² [Nieto v. Clark’s Market, Inc.](#), 2021 CO 48, ¶¶ 5, 10 (agreement that employees forfeit earned vacation if they are fired, or fail to give two weeks’ notice of resignation, violates Colorado Wage Act ban on vacation pay forfeiture; employers with such policies or agreements still owe departing employees’ earned vacation pay) (citing C.R.S. 8-4-121, which provides that “[a]ny agreement, written or oral, by any employee purporting to waive or to modify such employee’s rights in violation of this article shall be void”); [Colo. Civil Constr. Inc.](#), DLSS Case #3944-19, at 3-4 (Hearing Officer Decis. #21-069, June 21, 2021) (policy that quitting without notice forfeits earned vacation is void; no policy or agreement can waive rights to earned wages, including unused vacation pay); [In re Ocdeon II, LLC](#), DLSS Case #4109-17, at 7 (Hearing Officer Decis. #18-081, Nov. 16, 2018) (“even if the policy did clearly provide for forfeiture of vacation upon separation, the Colorado Wage Act would prohibit its forfeiture because vacation pay was provided ... pursuant to an agreement between the parties, was determinable at the time of separation, and was earned for service.”).

³ C.R.S. 8-4-101(14)(a)(III) (“[T]he employer shall pay upon separation from employment all vacation pay earned”); C.R.S. 8-4-109(1)(a) (right to payment of final wages upon separation from employment); [Nieto v. Clark’s Market, Inc.](#), 2021 CO 48, ¶ 10 (“[W]hen an employer chooses to provide vacation pay to its employees, an employee is entitled to receive all that is earned but still unpaid upon separation from employment”). For rules on making a final payment of wages, including vacation, upon the employee’s separation, see [INFO #7: Payment of Wages & Required Record-Keeping](#).

⁴ See [Statement of Basis, Purpose, Authority, & Findings](#) (“Statement of Basis”), Wage Protection Rules, 7 CCR 1103-7 (Nov. 10, 2021), at 2-3 n.4 (citing and analyzing cases).

⁵ Floating holidays are vacation pay if usable on any day selected by the employee, subject to the same scheduling and approval that may be required for other types of vacation pay.

just how it's labeled.⁶ If paid leave by any name meets the “vacation pay” definition, then it counts as “vacation pay” that the Wage Act requires to be paid when an employee separates from their job.⁷

Example 1: Company A employees have multiple forms of paid leave: (a) “sick days” usable if they have any of a broad range of health needs; (b) “bereavement and caretaking leave” usable if a family member has caretaking needs or passes away; and (c) “holiday pay” usable for any holiday the employee celebrates. These forms of paid leave are usable in a wide range of circumstances. But they aren't paid leave usable for any purpose the employee chooses, at their discretion. Instead, each form of paid leave is usable only for specific qualifying events, and there's no guarantee that an employee will have one of those events before separating from their job. Company A's paid leave doesn't meet the “vacation pay” definition, and Company A need not pay employees for these forms of unused paid leave when they separate from their jobs.

Example 2: Company B provides ten paid “personal days” that employees can use for any purpose, as long as they give reasonable notice to their supervisor. Because Company B's “personal days” lack pre-conditions for their use, the pay is guaranteed rather than conditional, so the “personal days” meet the definition of “vacation pay” that must be paid at separation. In contrast, Company C provides ten paid “personal days” that employees can use for only specified personal needs: holidays when the company is open; health or family needs; or bereavement. Company C's “personal days” are usable only upon the occurrence of specified conditions that may or may not occur during the employee's tenure, so its “personal days” do not meet the definition of “vacation pay,” and need not be paid upon separation.

Rule Against Forfeiture of Earned Vacation

Employer policies or agreements can set whether, how much, and how to offer vacation pay. But under the Colorado Wage Act (Wage Act), no policy or agreement can say that an employee's performance, termination, resignation, or other events can forfeit or waive already-earned vacation pay.⁸ A 2021 Colorado Supreme Court ruling explained why, and affirmed Division rules and decisions that had required the same:

Although the [Wage Act] does not entitle an employee to vacation pay, when an employer chooses to provide it, such pay is no less protected than other wages or compensation and, thus, cannot be forfeited once earned. Accordingly, under the [Act], all vacation pay that is earned and determinable must be paid at the end of the employment relationship, and any term of an agreement that purports to forfeit earned vacation pay is void.⁹

To be payable upon separation, the amount of vacation must be “determinable” — able to be calculated. The calculation can be from a written document, verbal policy, or informal practice. If an employer provides “unlimited PTO,” that ordinarily is *not* payable upon separation, because the amount isn't “determinable.” But if an employer says it offers “unlimited PTO,” yet actually doesn't let employees take more than a certain amount of paid time off, then what it provides isn't really “unlimited” PTO; it's PTO with a specific, determinable amount.¹⁰

⁶ *Colo. Custom Maid, LLC v. Indus. Claim Appeals Office*, 2019 CO 43, ¶ 2, 441 P.3d 1005, 1007 (analyzing cleaning workers' right to unemployment compensation by “the realities of [employer's] relationship with its cleaners,” not the employer's labeling of the workers as independent contractors); *Jackson Cartage, Inc. v. Van Noy*, 738 P.2d 47, 48 (Colo. App. 1987) (“[W]e are primarily concerned with what is done under the contract and not with what the contract says”).

⁷ See *Statement of Basis*, p.2 (as to why PTO qualifies as “vacation pay”: “The Division has researched how ‘vacation pay’ is defined in the several other states with a similar vacation pay statute. *Every* such state that Division research found to have a similar statute, and to have addressed the issue, has applied the *same distinction* — which the Division finds to be sound, and consistent with *Nieto*.”) (emphases added; citing and quoting cases from each such state).

⁸ C.R.S. 8-4-101(14)(a)(III) (“If an employer provides paid vacation for an employee, the employer shall pay upon separation from employment all vacation pay earned and determinable in accordance with the terms of any agreement between the employer and the employee.”); C.R.S. 8-4-121 (“Any agreement, written or oral, by any employee purporting to waive or to modify such employee's rights in violation of this article shall be void.”).

⁹ *Nieto*, 2021 CO 48, ¶ 3 (see also ¶¶ 10, 40, 42). See *Wage Protection Rules*, 7 CCR 1103-7, Rule 2.17.2 (Wage Act “does not allow a forfeiture of any earned (accrued) vacation pay”); *Colo. Civil Constr. Inc.*, DLSS Case #3944-19 (same).

¹⁰ See note 5 (noting how labor law focuses on “the realities of” the employer/employee relationship, and therefore is “primarily concerned with” what is done under the contract, and not with what the contract says).

Example 3: Company C states that it provides “unlimited” PTO, but doesn’t actually let employees take over 120 hours in any year. What Company C provides isn’t actually “unlimited” PTO, it’s 120 hours of PTO per year. So departing employees must be paid any unused portion of their 120-hour allotment.

Employers can choose the amount of vacation employees can take, such as by setting:

- *rates* of accruing (earning) vacation (example: one day earned per month);
- *limits on how much can be accrued* in any time period (example: a cap of 12 vacation days, reflecting one year of accruing one vacation day per month); and/or
- *limits on how much can be used* in a time period (e.g., a year) — but as noted below, no earned vacation can be forfeited, and employers using PTO to cover paid sick leave required by the Healthy Families and Workplaces Act (“HFWA,” C.R.S. 8-13.3-401, et seq.) can’t apply a limit lower than HFWA requires.

That means a vacation pay policy or agreement:

- (A) *can* cap how much vacation employees accrue or use in a year, or in total — because that doesn’t forfeit any already-earned vacation; but
- (B) *cannot* cap how much already-accrued vacation pay carries over to the next year — because that does forfeit already-earned vacation.

Example 4: Company D’s handbook provides that, when they start employment, its employees have access to four “sick days” and ten “personal days” per year. Company D announces that rather than provide additional paid “sick days” to provide the earned (accrued) paid sick leave required by HFWA, existing employees no longer have access to four of their “personal days”; instead, these four days only are available for HFWA-qualifying leave (so employees now have eight “sick days” and six “personal days” per year). Because “sick days” can only be used for qualifying illnesses or conditions, Company D’s policy violates the Wage Act by causing employees with at least four unused “personal days” to forfeit those days. However, Company D may amend its handbook to provide *new* employees with eight “sick days” and four “personal days” per year, because new employees would not have already earned four “personal days.”

Example 5: Company E’s handbook says that employees fired for misconduct, or who quit with less than two weeks’ notice, will not receive vacation pay when they separate from their jobs. That policy violates the Wage Act, because once vacation pay is earned, it can’t be waived or forfeited due to later events.¹¹

Example 6: Company F’s policy says: (a) employees accrue one paid vacation day per month; (b) they stop earning more after accruing 20 days; (c) when they drop below 20 days by taking vacation, they earn more again, but only until accruing 20 days. This policy is permissible: it doesn’t take away already-earned vacation pay; it just sets a cap on how much is earned.

Example 7: Company G’s policy says: (a) employees accrue 15 paid vacation days per year; (b) but no more than 12 days may be “carried over” for use in future years. This policy impermissibly takes away already-earned vacation from employees with over 12 unused days by year’s end, *unless* the employer brings them down to 12 days by year’s end, such as by requiring time off or paying for some vacation days.

Example 8: Later, Company G (from Example 7) announces a new policy: (a) employees accrue one paid vacation day per month; (b) they stop earning more after accruing 12 days; (c) when they drop below 12 by taking vacation, they earn more again, but only until accruing 12. The new policy is permissible — it’s the same policy as in Example 6, just with a 12- rather than 20-day cap — with one limit on how it can apply. If, at the time of the new policy, an employee had over 12 accrued vacation days, they can’t be reduced to 12, because no policy can take away already-earned vacation days. But once that employee takes enough vacation to drop to 12 or fewer accrued days, it is permissible for the new policy to cap them at 12 days.

Unlike for some other pay types, the Wage Act does *not* require vacation to be “vested,” in any way other than

¹¹ [Colo. Civil Constr. Inc.](#), DLSS Case #3944-19.

being “earned,” for it to be payable at separation.¹² Once vacation pay is earned, no extra vesting conditions can be added, and all unused vacation time must be paid when employees separate from their jobs.

Employer Discretion Over How, And At What Rate, To Pay for Vacation

An employer can define vacation pay as any amount of time — hours, days, weeks, etc. The amount due when an employee departs is whatever they would have been paid for that amount of work time, based on their “regular rate” of pay, as defined by the [COMPS Order](#).¹³ That is the same rate they would have been paid if they had used the vacation — the rate they were paid immediately before they told the employer they were resigning, or before the employer decided to terminate them (unless a pre-existing employer policy had said vacation time is paid at whatever rate the employee was being paid when they earned the vacation).

If an employer cuts an employee’s pay rate based on their upcoming termination or resignation,¹⁴ then just as it can’t lower pay rates for *time already worked*,¹⁵ it similarly can’t lower pay rates for *vacation already earned*. That means the employer must pay out vacation earned before the rate cut at the rate it paid before the cut.

Example 9: Dwight earns one day of paid vacation each month. He had four unused vacation days as of the morning of March 1, when he told his boss Michael he’s resigning, with March 31st as his last day. Michael responds that Dwight’s hourly pay rate is now cut from \$30 to \$15. Dwight is paid monthly, on the 7th of each month. Assuming the pay cut isn’t unlawful for another reason, then:

- (a) Michael *can* pay Dwight at the new lower rate for time worked in March, but *not* for time worked *before* March. So Dwight’s March 7th paycheck for his February time worked must be at the prior, higher rate.
- (b) Michael *can* apply the new lower pay rate to any vacation Dwight earned in March, but *not* to vacation earned *before* March. As of his departure, Dwight must be paid for five vacation days: the four earned before March, plus one earned in March. Michael must pay the four days earned before March at the \$30 hourly rate, but can pay the one day earned in March at the \$15 hourly rate.

Employers can choose to pay out vacation before employees take the time off, or make employees take time off to use their vacation. If so, the employer still must pay, or let employees keep, any remaining unused vacation. But no employer practice can leave employees with less paid leave than HFWA requires. So if an employer covers all absences, including HFWA paid leave, with a general PTO policy, then a payout of PTO can’t leave employees with less paid sick leave than HFWA requires.¹⁶

For Additional Information

Visit the Division’s [website](#), call 303-318-8441, or email cdle_labor_standards@state.co.us.

¹² [Niето](#), 2021 CO 48, ¶ 24 (“[E]ven if vested means something other than earned, its exclusion” from the statute requiring payment of earned vacation pay at separation “signals that the legislature did not intend it to apply in this context”).

¹³ [Colorado Overtime and Minimum Pay Standards Order](#) (“COMPS Order”), 7 CCR 1103-1, Rule 1.8.

¹⁴ This discussion assumes the cut isn’t unlawful under any of the many labor laws disallowing “adverse actions” (including pay rate cuts) taken for various reasons — for example, laws against discrimination, retaliation, or interference with rights.

¹⁵ Compare [Colorado Civil Construction Inc.](#), DLSS Claim #3944-19 (Hearing Officer Decis. #21-0169, June 21, 2021) (“The employer cannot decrease a claimant’s wages after they have performed the work to earn those wages”), and [Mountain Top Ventures, Inc. d/b/a SHC Nursery & Landscape Co.](#), DLSS Claim #5449-18 (Hearing Officer Decis. #19-070, Oct. 1, 2019) (employer cannot pay for time worked at a lower rate than the rate to which the parties previously agreed), with [Avery Asphalt, Inc.](#), DLSS Claim #0047-19 (Hearing Officer Decis. #19-072, Oct. 15, 2019) (employer’s decision to rescind a raise was consistent with parties’ prior agreement about the raise’s conditions).

¹⁶ C.R.S. 8-13.3-403, -405, -416. For more on the HFWA requirements of employer-provided paid leave, see [INFO #6B](#).