



Town of Green Mountain Falls

Board of Trustees Regular Meeting Agenda

10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

Tuesday, May 17, 2022, at 6:30 p.m.

In-person or via Zoom**:

https://us02web.zoom.us/j/87849387430?pwd=1eRsH9zgBp_yRRw9nptEyxLu4Kg63.1

Meeting ID: 878 4938 7430; Passcode: 039415; Dial-in: 346-248-7799

REGULAR MEETING:

TIME:		ITEM	DESIRED OUTCOME
6:30pm		BOARD OF TRUSTEES WORK SESSION	Information Only
7:00pm	1.	CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE	
	2.	ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA	BOT Action Desired
	3.	PERSONS PRESENT NOT ON THE AGENDA: 3 MINUTES PER SPEAKER	
	4.	CONSENT AGENDA: a. Accounts Payable from April 28, 2022, to May 14, 2022 b. Minutes from May 3, 2022, Board of Trustees Meeting	BOT Action Desired
	5.	PPRTA-3 Project Descriptions – Craig Gooding, PPRTA CAC Representative	BOT Action Desired
	6.	Intergovernmental Agreement with El Paso Teller Opioid Regional Abatement Council	BOT Action Desired
	7.	Resolution 2022-06: Town Banking Authority	BOT Action Desired
	8.	Resolution 2022-07: Appointment of Town Officers	BOT Action Desired
	9.	Appointments to Town Committees – Ex Officio Members	BOT Action Desired
	10.	REPORTS a. Trustee Reports b. Committee Reports c. Staff Reports	BOT Action Desired
	11.	CORRESPONDENCE a. FAMLI Opt-out Update b. Appointments to Outside Agencies	Information Only
	12.	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.

**Public Comment for Zoom participants is restricted to live comment during Item #3 only. Commenters should be prepared to use the “raise hand” function to be called upon. Chat comments will not be managed or responded to.

Town of Green Mountain Falls

Vendor Invoices Journal

from April 28, 2022 to May 14, 2022

Date	Reference	Entity Number	Name	Acct Number	Acct Name	Amount	Ref Total
1-00-00-2000 General-Accounts Payable							
04/30/2022	110	wilsonwilli0000	Wilson Williams LLP	2-10-00-4040	Capital Improvement-Administration-Grants - State - DOLA 3 (Planning Code Rewrite)	1,249.60	1,249.60
05/01/2022	5990	usamanageme0000	USA Management	1-60-02-5113	General-Pool-Operations-Services - Professional	5,388.00	5,388.00
05/03/2022	105891	wilsoncompany	Wilson & Company	2-10-00-4030	Capital Improvement-Administration-Grants - State - DOLA 2 (Flood Recovery)	3,042.00	3,042.00
Total For 1-00-00-2000 General-Accounts Payable						9,679.60	

TOWN OF GREEN MOUNTAIN FALLS
Board of Trustees Regular Meeting
Town Hall – 10615 Green Mountain Falls Road
Streamed via YouTube
Tuesday, May 3, 2022 – 7:00 P.M.

MEETING MINUTES

Board Members Present

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

Board Members Absent

Trustee Chris Quinn

Town Attorney

Not present

Town Manager

Becky Frank

Public Works Department

Not present

Town Clerk/Treasurer/Planner

Nate Scott

Marshal's Department

Sean Goings

Administrative Assistant

Vacant Position

Planning Department

Vacant Position

Outgoing Mayor Newberry and Mayor Pro Tem Peterson attended this meeting, so there was a quorum to start the meeting before the incoming Oaths of Office, and the agenda order was modified.

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

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

Oaths of Office:

2. Trustee Sunde King
3. Trustee Sean Ives
4. Trustee Nick Donzello
5. Mayor Todd Dixon

6. Additions, Deletions, or Correction to the Agenda

Mayor Dixon moves to amend agenda as follows: move Marshal Goings Oath of Office to before the consent agenda, move Public Comment to before the consent agenda, and amend item 10 to add a public hearing for the Liquor License renewal. Trustee Donzello seconds the motion. Motion passes unanimously.

7. Oath of Office: Marshal Sean Goings

8. Public Comment:

- No electronic sign-ups.
- Rocco Blasi, 10955 Belvidere; comments on Catamount Trail easement; thanks HGMFF for the perpetual easement; comment on location of public comment in agenda and favors Zoom meetings.
- Mayor Dixon mentions his new town hours, where he is available for longer comment/discussion.

9. Consent Agenda

- a. Accounts Payable from Apr. 2, 2022, to Apr. 28, 2022
- b. Minutes from Apr. 5, 2022, Board of Trustees Meeting
- c. Stilling Basins Invitations for Bids

Town Manager Frank summarizes the consent agenda and in particular the Stilling Basins Invitation for Bids as it relates to funding through the PPRTA.

Mayor Dixon clarifies the role of Brian Bundy – who is the part-time accountant helping with day-to-day accounting and audit preparation services.

Trustee Guthrie moves to approve the consent agenda. Trustee Donzello seconds. The motion passes unanimously.

10. Appointment of Mayor Pro Tem:

Trustee Guthrie nominates Trustee King. Mayor Dixon moves to approve Sunde King as Mayor Pro Tem. Trustee Ives seconds. The motion passes unanimously.

11. Liquor License Renewal: Blue Moose Tavern

Public Hearing is opened. TCTP Scott gives a brief summary of the renewal process. No public comment. Public Hearing is closed.

Trustee Guthrie moves to renew the license. Trustee Donzello seconds. The motion passes unanimously.

12. CONTRACT AMENDMENT: Stilling Basins PPRTA

Town Manager Frank gives a summary of this project and the contractor. Discussion about where funding is coming from: budgeted contract support and savings from other areas.

Trustee Guthrie moves to accept the contract amendment with Wilson and Co. Trustee Donzello seconds. Motion passes unanimously.

13. EASEMENT AGREEMENT: 6796 Pine St.

TCTP Scott gives a summary of this easement application and agreement.

Trustee Ives moves to approve the easement as presented. Trustee Donzello seconds. The motion passes unanimously.

14. EASEMENT AGREEMENT: Catamount Trail

Town Manager Frank summarizes the acquisition of the property and the status of the legal agreement.

Trustee Ives moves to approve the opening of the trail with acceptance of this easement agreement. Trustee Donzello seconds. Motion passes unanimously.

15. RECOMMENDATION: Parks, Rec, and Trails Committee – Thomas Trail closure during COSWAP Grant work

TCTP Scott gives a summary of the history of this recommendation, which is due to the safety of the public and crew as well as the efficiency of mitigation work.

Trustee Donzello moves to approve the plan for the official trail closures during COSWAP work. Trustee Ives seconds. The motion passes unanimously.

16. RECOMMENDATION: Parks, Rec, and Trails Committee – Friends of Ute Pass Trails Maintenance Agreement

Jesse Stroope, PRT Committee Chair, gives a summary of the need for the agreement and a justification for this expense. Trustee Guthrie asks to clarify trail maintenance vs. building of new trails vs. new trail alignments. Trustee King asks about where funds for this will come from. TM Frank advises there are savings from the cancelled election.

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

17. RECOMMENDATION: Parks, Rec, and Trails Committee – Ribbon Cuttings

Town Manager Frank gives a reminder about a couple of significant openings this summer: the fitness court and ADA accessible lake project and summarizes the recommendation.

Trustee Guthrie moves to approve ribbon cuttings for the two projects. Trustee Donzello seconds. The motion passes unanimously.

18. GRANT APPLICATION: CPW Human-Bear Conflict Reduction

Town Manager Frank gives a summary of the genesis and goal(s) of grant application. Goal is to purchase and install 8-10 bear-resistant containers in public spaces around town, as well as the construction of a dumpster blind for the downtown business district.

Trustee Donzello moves to approve proceeding with grant application. Trustee Ives seconds. Motion passes unanimously.

19. MEETING FORMAT:

a. Use of Zoom or other remote technology

Mayor Dixon states he is in favor of reintroducing Zoom as an option for Board meetings. Trustee Ives agrees. Trustee King is a proponent of remote technology, but it must be properly done. Discussion about how to manage public comment.

Trustee Guthrie moves to include Zoom with chat feature disabled in future meetings. Trustee Ives seconds. Motion passes unanimously.

b. Location of Public Comment in agendas

Mayor Dixon is a proponent of having public comment earlier in the agenda. Discussion about how the logistics for room and remote comments would work.

Trustee Guthrie moves to move the Public Comment section to before the minutes (consent agenda). Trustee Donzello seconds. The motion passes unanimously.

20. Trustee Reports

- a) Mayor Dixon: reminder of the FMAC meeting, Cinco De Mayo Potluck, Planning Commission, and the next board meeting. And he wants to include work sessions in the next board meeting. Updates on parking for the tennis courts and pool. Stilling basin projects starting in June as well as Green Box. Newsletter will be written and posted frequently.

21. Committee Reports

- a) Planning Commission: summary of the included packet report by Mayor Dixon.
- b) Parks, Rec, and Trails Committee: Jesse Stroope gave a brief summary of the included report.

22. Correspondence

- a. PPRTA-3 Project and Ballot Schedule. Brief summary by Town Manager Frank.
- b. Updates from Town Manager Frank on utility pole and park lighting fixes by Colorado Springs Utilities.
- c. Planning Commission resignations: Sean Ives and Todd Dixon

23. Adjourn

The meeting adjourned at approximately 8:18 pm.

Nathan Scott, Town Clerk/Treasurer

Todd Dixon, Mayor

MEMO TO THE BOARD OF TRUSTEES

DATE: 05.17.2021	AGENDA NO. 5	SUBJECT:
Presented by: Becky Frank, Town Manager		Pikes Peak Rural Transportation Authority - #3 – Project Descriptions for ballot measure

Background:

Each member government in the Pikes Peak Rural Transportation Authority must create project descriptions for inclusion in the November 2022 ballot measure. Per Craig Gooding, the Town's representative on the PPRTA Citizen Advisory Committee, "We need to modify the description of one of our PPRTA-3 projects to make it clearer. It says "Ute Pass Improvements," which made everyone think we were talking about Highway 24.

Issue Before the Board

Confirm project descriptions suggested by the Town Manager.

Recommend action:

Confirm project descriptions suggested by the Town Manager.

Alternatives

1. Not approve the project descriptions.
2. Approve the project descriptions with modifications.

MEMO TO THE BOARD OF TRUSTEES

DATE: 05.17.2021	AGENDA NO. 6	SUBJECT:
Presented by: Becky Frank, Town Manager		El Paso Teller Opioid Regional Abatement Council IGA

Background:

Good Morning Ms. Frank and Mr. Scott:

I am writing to follow up on my email from last month regarding the State Attorney General's regional opioid settlement.

I have attached the IGA required to establish our regional policy group which is needed to accept funding, which will come in over the course of 18 years.

I had mentioned in the previous email that the intent of the IGA would be to have the municipalities with the lowest populations represented by County officials, particularly Commissioner VanderWerf in the case of Green Mountain Falls. Considering the topic, El Paso County's professional staff will be heavily involved with the policy group as well.

We are attempting to schedule our first meeting in **late June** to begin developing our two-year plan. We would like to have Green Mountain Falls' approval of the IGA prior to that time so there are no issues with receiving regional funding.

Heidi Williams and John Feeney-Coyle from the AG's Office are copied for technical questions on required structure, settlement rollout, and timing. Otherwise, please contact me with questions or concerns.

Thank you. We look forward to coordinating settlement money in the best manner for our region.

Kenny Hodges
Assistant County Administrator
El Paso County, CO
(719)520-7428

Issue Before the Board

Does the Board of Trustees approve this IGA?

Alternatives

1. Not approve the IGA.
2. Approve the IGA with modifications.

Recommend action:

Move to approve the El Paso Teller Opioid Regional Abatement Council IGA.

COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT

THIS COLORADO REGIONAL OPIOID INTERGOVERNMENTAL AGREEMENT (the “Regional Agreement”) is made by and between the Participating Local Governments , as defined in the Colorado MOU in the El Paso /Teller Region (“the Region”), and as specified by the signatures hereto. The Parties individually herein may be referred to as a “Regional PLG” and collectively the “Regional PLGs.”

RECITALS

WHEREAS, the State of Colorado and Participating Local Government signatories have all executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado; and

WHEREAS, the Regional Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Regional Agreement shall be construed in conformity with the Colorado MOU; and

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes; and

WHEREAS, Participating Local Governments shall organize themselves into Regions, as further depicted in **Exhibit E** to the Colorado MOU; and

WHEREAS, Regions may consist of Single-County Regions, Multi-County Regions, or Single County-Single City Regions (Denver and Broomfield); and

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share; and

WHEREAS, each Region shall be eligible to receive a Regional Share according to **Exhibit C** to the Colorado MOU; and

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds from the Abatement Council and administer its Regional Share allocation; and

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council; and

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU; and

WHEREAS, each such Regional Council shall designate a fiscal agent from a county or municipal government within that Region; and

WHEREAS, each such Regional Council shall submit a two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

WHEREAS, the Regional Agreement pertains to the procedures for the Regional PLGs to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Regional PLGs incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS**. The defined terms used in this Regional Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Regional Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Regional Agreement.
2. **OBLIGATIONS OF THE REGIONAL PLGS**. The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying

exhibits to the Colorado MOU and incorporated herein by reference.

3. REGIONAL COUNCIL.

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Regional PLGs, shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered.

3.2. Membership: The Regional Council shall consist of the following:

a. **Voting Members.**

- (i) Two El Paso County Commissioners, or designees;
- (ii) El Paso County Sheriff, or designee;
- (iii) Teller County Sheriff, or designee;
- (iv) El Paso County Coroner, or designee;
- (v) One Teller County Commissioner, or designee;
- (vi) Two members of Colorado Springs' City Council, or designees;
- (vii) Two City of Colorado Springs' mayoral public safety appointees;
- (viii) Fourth Judicial District Attorney, or designee;
- (ix) Three appointees representing municipalities in El Paso County (City of Manitou Springs, City of Fountain, and Town of Monument), with two votes to be rotated on an annual basis so that, following the initial terms, each PLG shall serve a two year term as voting member followed by one year as a non-voting member. El Paso County PLGs shall serve the following initial terms:

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	
Voting	Fountain	Manitou	Monument	
Voting	Monument	Fountain	Manitou	
Non-Voting	Manitou	Monument	Fountain	

Three appointees representing municipalities in Teller County, (City of Woodland Park, City of Cripple Creek, City of Victor), with one vote to be rotated on an annual basis so that each PLG shall serve a one-year term as voting member followed by two years as a non-voting member. The City of Woodland Park shall have the initial one-year term of voting member, to be followed by the City of Cripple Creek and the City of Victor, respectively.

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	
Voting	Woodland Park	Cripple Creek	Victor	
Non-Voting	Victor	Woodland Park	Cripple Creek	
Non-Voting	Cripple Creek	Victor	Woodland Park	

It is the Parties' intent that the County Commissioner representatives from El Paso and Teller Counties represent the interests of any municipal PLG without direct voting membership on the Regional Council within their respective counties.

b. Non-Voting Members.

- (i) El Paso County Public Health Director, or designee;
- (ii) Teller County Public Health Director, or designee;
- (iii) El Paso County Director of Department of Human Services/Social Services, or designee;
- (iv) Teller County Director of the Department of Human Services/Social Service, or designee.
- (v) A representative of any municipality located in El Paso or Teller County who does not have a resident representative as a voting member on the Regional Council.

c. At Large Non-Voting Members. The following at large non-voting members may be appointed by the Regional Council as it deems fit, but in doing so, should consider membership from the following categories:

- i. Representatives from behavioral health providers.

- ii. Representatives from health care providers.
 - iii. Recovery/treatment experts.
 - iv. Community representative(s), preferably those with lived experience with the opioid crisis.
 - v. Harm reduction experts.
- d. **Acting Chair:** The Voting Members shall appoint one member to serve as Acting Chair of the Regional Council. The Acting Chair's primary responsibilities shall be to schedule periodic meetings and votes of the Regional Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be either a Member from a county within a Region, such as a county commissioner or their designee, or a Member from a city or town within a Region, such as a mayor or city or town council member or their designee.
- e. **Non-Participation:** A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.
- f. **Terms:** The Regional Council shall be established within ninety (90) days of the first Settlement being entered by a court of competent jurisdiction, including any bankruptcy court. Regional Council Voting Members are elected officials and shall serve during their term in office or at the pleasure of their appointing bodies. Non-voting members are appointed by the Regional Council in accordance with Section 3.2(b) and shall serve two- year terms. Following the expiration of that two-year term, the Regional Council shall reappoint that Member, or appoint a new Voting Member.
 - (i) If a Voting Member resigns or is otherwise removed from the Regional Council prior to the expiration of their term, a replacement Voting Member shall be appointed within sixty (60) days in accordance with Section 3.2 (a) or (b) to serve the remainder of the term. If the Regional PLGs are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the Regional Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a) or (b). At the end of his or her term, the individual serving as that replacement Voting Member may be reappointed by the Regional PLGs to serve a full term consistent with this Section.
 - (ii) The purpose of the two-year term is to allow Regional PLGs an increased opportunity to serve on the Regional Council. However, Regional Council members who have already served on the Regional

Council may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.3. Duties: The Regional Council is primarily responsible for engaging with the Abatement Council on behalf of its Region and following the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.4. Governance: A Regional Council may establish its own procedures through adoption of bylaws if needed. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

3.5. Authority: The terms of the Colorado MOU control the authority of a Regional Council and a Regional Council shall not stray outside the bounds of the authority and power vested by the Colorado MOU. Should a Regional Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.6. Collaboration: The Regional Council shall facilitate collaboration between the State, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.7. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.8. Conflicts of Interest: Voting Members shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.9. Ethics Laws: Voting Members shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.10. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region.

4.2. Designation: The regional fiscal agent shall be El Paso County. The Regional Council may nominate and designate a different fiscal agent for the Region by majority vote. Regional fiscal agents must be a board of county commissioners or a city or town council or executive department, such as a department of finance.

4.3. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

4.4. Administration Fee: The Regional fiscal agent may charge up to 10% to conduct its duties under this Agreement.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council.
- b. **Reporting:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.
- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council's meetings, decisions, plans, and expenditure data.

4.5. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region. The terms of the Colorado MOU control the authority of a Regional Council, and by extension, the Regional fiscal agent. A Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of a Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must

submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2. Development of 2-Year Plan: In developing a 2-year plan, the Regional Council shall solicit recommendations and information from all Regional PLGs and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, a Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.2 Amendment: At any point, a Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

- 6. DISPUTES WITHIN REGION.** In the event that any Regional PLG disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Regional PLG shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Regional PLG informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie- breaker, or the Regional Council may devise its own dispute resolution process. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision.
- 7. DISPUTES WITH ABATEMENT COUNCIL.** If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.
- 8. RECORDKEEPING.** The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Regional Agreement.
- 9. AUTHORIZED REPRESENTATIVES.** Each Regional PLG will designate a representative prior to the first meeting of the Regional Council. Delegees are allowed.
- 10. OBLIGATIONS OF THE REGIONAL PLGS.** The Regional PLGs shall perform their respective obligations as set forth in the Regional Agreement, the Colorado MOU and the accompanying

exhibits to the Colorado MOU and incorporated herein by reference.

11. **TERM.** The Regional Agreement will commence on the date upon which all Parties have executed this Regional Agreement and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement. (the “Term”).
12. **INFORMATIONAL OBLIGATIONS.** Each Regional PLG hereto will meet its obligations as set forth in § 29-1-205, C.R.S., as amended, to include information about this Regional Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Regional Agreement or any remedies available to the Regional PLGs hereunder.
13. **CONFIDENTIALITY.** The Regional PLGs, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Regional PLG or otherwise have access to, except as may be required by law. Nothing in this Regional Agreement shall in any way limit the ability of the Regional PLGs to comply with any laws or legal process concerning disclosures by public entities. The Regional PLGs understand that all materials exchanged under this Regional Agreement, including confidential information or proprietary information, may be subject to the Colorado Open Records Act., §§ 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Regional PLG for disclosure of confidential materials, the Regional PLG shall advise the Regional PLGs of such request in order to give the Regional PLGs the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If a Regional PLG objects to disclosure of any of its material, the Regional PLG shall identify the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Regional PLG agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the Regional PLGs may tender all material to the court for judicial determination of the issue of disclosure.
14. **GOVERNING LAW; VENUE.** This Regional Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to this Regional Agreement will be in the applicable District Court of the State of Colorado for the county of the Region’s fiscal agent. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both a Regional Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was

entered.

15. TERMINATION. The Regional PLGs enter into this Regional Agreement to serve the public interest.

If this Regional Agreement ceases to further the public interest, a Regional PLG, in its discretion, may terminate their participation in the Regional Agreement, in whole or in part, upon written notice to the other Regional PLGs. Each Regional PLG also has the right to terminate the Regional Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the other Regional PLGs. A Regional PLG's decision to terminate this Regional Agreement, with or without cause, shall have no impact on the other Regional PLGs present or future administration of its Opioid Funds and the other procedures outlined in this Regional Agreement. Rather, a Regional PLG's decision to terminate this Regional Agreement shall have the same effect as non-participation, as outlined in Section 3.2 (d).

16. NOTICES. "Key Notices" under this Regional Agreement are notices regarding default, disputes, or termination of the Regional Agreement. Key Notices shall be given in writing and shall be deemed received if given by confirmed electronic transmission that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or overnight carrier service or personal delivery, when received. For Key Notices, the Regional PLGs will follow up any electronic transmission with a hard copy of the communication by the means described above. All other communications or notices between the Regional PLGs that are not Key Notices may be done via electronic transmission. The Regional PLGs agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Regional Agreement, and Key Notices shall be given to the Regional PLGs at the following addresses:

El Paso County
200 S. Cascade Ave
Colorado Springs, CO 80903

Fourth Judicial District Attorney
105 E. Vermijo Ave.
Colorado Springs CO 80903

Teller County
112 N. A St.
Cripple Creek, CO 80813

City of Colorado Springs
30 S. Nevada
Colorado Springs, CO 80903

City of Manitou Springs
606 Manitou Ave.
Manitou Springs, CO 80829

City of Fountain
116 S. Main St.
Fountain, CO 80817

Town of Monument
645 Beacon Light Rd.
Monument, CO 80132

City of Cripple Creek
337 Bennett Ave.
P.O. Box 430
Cripple Creek, CO 80813

City of Woodland Park
220 W. South Ave.
P.O. Box 9007
Woodland Park, CO 80866

City of Victor
500 Victor Ave.
Victor, CO 80860

17. GENERAL TERMS AND CONDITIONS

17.1. Independent Entities. The Regional PLGs enter into this Regional Agreement as separate, independent governmental entities and shall maintain such status throughout.

17.2. Assignment. This Regional Agreement shall not be assigned by any Regional PLG without the prior written consent of all Regional PLGs. Any assignment or

subcontracting without such consent will be ineffective and void and will be cause for termination of this Regional Agreement.

- 17.3. Integration and Amendment.** This Regional Agreement represents the entire agreement between the Regional PLGs and terminates any oral or collateral agreement or understandings. This Regional Agreement may be amended only by a writing signed by the Regional PLGs. If any provision of this Regional Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Regional Agreement shall continue in full force and effect.
- 17.4. No Construction Against Drafting Party.** The Regional PLGs and their respective counsel have had the opportunity to review the Regional Agreement, and the Regional Agreement will not be construed against any Regional PLG merely because any provisions of the Regional Agreement were prepared by a particular Regional PLG.
- 17.5. Captions and References.** The captions and headings in this Regional Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Regional Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 17.6. Statutes, Regulations, and Other Authority.** Any reference in this Regional Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Regional Agreement.
- 17.7. Conflict of Interest.** No Regional PLG shall knowingly perform any act that would conflict in any manner with said Regional PLG's obligations hereunder. Each Regional PLG certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or employed member of any Regional PLG shall be paid or receive, directly or indirectly, any share or part of this Regional Agreement or any benefit that may arise therefrom.

- 17.8. Inurement.** The rights and obligations of the Regional PLGs to the Regional Agreement inure to the benefit of and shall be binding upon the Regional PLGs and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Regional Agreement.
- 17.9. Survival.** Notwithstanding anything to the contrary, the Regional PLGs understand and agree that all terms and conditions of this Regional Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Regional Agreement shall survive such termination or expiration and shall be enforceable against a Regional PLG if such Regional PLG fails to perform or comply with such term or condition.
- 17.10. Waiver of Rights and Remedies.** This Regional Agreement or any of its provisions may not be waived except in writing by a Regional PLG's authorized representative. The failure of a Regional PLG to enforce any right arising under this Regional Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 17.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Regional Agreement and all rights of action relating to enforcement are strictly reserved to the Regional PLGs. Nothing contained in the Regional Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Regional PLGs receiving services or benefits pursuant to the Regional Agreement is an incidental beneficiary only.
- 17.12. Records Retention.** The Regional PLGs shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request.
- 17.13. Execution by Counterparts; Electronic Signatures and Records.** This Regional Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Regional PLGs approve the use of electronic signatures for execution of this Regional Agreement. All use of electronic signatures shall be governed by the Uniform Electronic

Transactions Act, C.R.S. §§ 24-71.3-101, et seq. The Regional PLGs agree not to deny the legal effect or enforceability of the Regional Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Regional PLGs agree not to object to the admissibility of the Regional Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- 17.14. Authority to Execute.** Each Regional PLG represents that all procedures necessary to authorize such Regional PLG's execution of this Regional Agreement have been performed and that the person signing for such Regional PLG has been authorized to execute the Regional Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

{signature pages to follow}

EL PASO COUNTY

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Stan VanderWerf, Chair
Board of County Commissioners

Date: _____

ATTEST:

Clerk and Recorder

APPROVED AS TO LEGAL FORM:

County Attorney's Office

TELLER COUNTY

TELLER COUNTY BOARD OF COUNTY COMMISSIONERS

BY: _____
Dan Williams, Chairperson
Board of County Commissioners

Date: _____

ATTEST:

Clerk and Recorder

APPROVED AS TO LEGAL FORM:

Teller County Attorney

CITY OF COLORADO SPRINGS

CITY OF COLORADO SPRINGS

BY: _____
John W. Suthers, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Office of the City Attorney

CITY OF FOUNTAIN

CITY OF FOUNTAIN

BY: _____
Sharon Thompson, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Office of the City Attorney

CITY OF MANITOU SPRINGS

CITY OF MANITOU SPRINGS

BY: _____
John Graham, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

TOWN OF MONUMENT

TOWN OF MONUMENT

BY: _____
Don Wilson, Mayor

Date: _____

ATTEST:

Town Clerk

Approved as to form:

Town Attorney

CITY OF WOODLAND PARK

CITY OF WOODLAND PARK

BY: _____
Hilary Labarre, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

Office of the City Attorney

CITY OF CRIPPLE CREEK

CITY OF CRIPPLE CREEK

BY: _____
Milford Ashworth, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

CITY OF VICTOR

,

CITY OF VICTOR

BY: _____
Brandon Gray, Mayor

Date: _____

ATTEST:

City Clerk

Approved as to form:

City Attorney

MEMO TO THE BOARD OF TRUSTEES

DATE: 05.17.2021	AGENDA NO. 7	SUBJECT:
Presented by: Becky Frank, Town Manager		Resolution No. 2022-06, A Resolution of the Town of Green Mountain Falls, Colorado, Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of Town

Recommend action:

Move to approve Resolution No. 2022-06, A Resolution of the Town of Green Mountain Falls, Colorado, Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of Town.

Background:

This resolution will update bank signatory privileges to two Board of Trustee elected officials, the Mayor and Mayor Pro Tem. Also, two staff members will be granted signatory privileges, the Town Manager and Town Clerk – Treasurer. Any debit transaction from the bank requires two signatures on checks, which creates a check and balance as no one person will ever both approve a payment and write the checks.

Changes being made with this resolution:

Removal of Jane Newberry and Margaret Peterson
Addition of Sunde King and Todd Dixon

Once this resolution is reviewed and approved by the BOT, the bank will create new paper signature cards for all signers. After the signature cards are signed and handed into the bank, this resolution will officially be in effect going forward until the BOT decides to change it.

Issue Before the Board

Does the Board of Trustees approve the changes outlined above?

Alternatives

1. Not approve the resolution.
2. Approve the resolution with modifications.

Conclusion

Recommended Motion of the BoT: **Move to approve Resolution No. 2022-06, A Resolution of the Town of Green Mountain Falls, Colorado, Designating Authorized Signatories on Town Bank Accounts and Individuals Authorized to Conduct Online Banking on Behalf of Town.**

RESOLUTION NO. 2022-06

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

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

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

Section 1. Effective the 17th day of May 2022, the following individuals shall be the sole authorized signatories on behalf of the Town for Town bank accounts:

1. Todd Dixon, Mayor
2. Sunde King, Mayor Pro Tem
3. Becky Frank, Town Manager
4. Nate Scott, Town Clerk/Treasurer

Section 2. Effective the 17th day of May 2022, the following individuals shall be removed from the authorized list of signatories and/or those authorized to access the Town's bank accounts online or conduct online banking activities.

1. Jane Newberry, Mayor
2. Margaret Peterson, Mayor Pro Tem

INTRODUCED, READ, and PASSED this 17th day of May 2022.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Todd Dixon, Mayor

ATTEST:

Becky Frank, Town Manager

MEMO TO THE BOARD OF TRUSTEES

DATE: 05.17.2022	AGENDA NO. 8	SUBJECT:
Presented by: Becky Frank, Town Manager		Resolution No. 2022-06, A Resolution of the Town of Green Mountain Falls, Colorado, Making Appointment of Town Officials

Recommend action:

Move to approve Resolution No. 2022-07, A Resolution of the Town of Green Mountain Falls, Colorado, Making Appointment of Town Officials.

Background:

This resolution updates officials list reflecting the hiring of Sean Goings as the Town's new marshal.

Issue Before the Board

Updating appointments of Town Staff.

Alternatives

1. Do not approve the resolution.
2. Approve the resolution with modifications.

RESOLUTION NO. 2022-07

**A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS
COLORADO, MAKING APPOINTMENT OF TOWN OFFICIALS**

WHEREAS, C.R.S. § 31-4-304 requires the Town Board of Trustees to appoint a Clerk, Treasurer, and Town Attorney, as well as any other officers it deems necessary;

WHEREAS, C.R.S. § 31-4-304 further specifies that the appointment of officers shall not extend more than 30 days after compliance with C.R.S. § 31-4-401 by the members of the succeeding Board of Trustees;

WHEREAS, Section 2-21(b) of the Green Mountain Falls Municipal Code authorizes the Board of Trustees to appoint officers; and

WHEREAS, in addition to the Clerk, Treasurer, and Attorney, the Board of Trustees desires to appoint a Town Manager and Marshal.

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

Town Officials are appointed as follows:

Town Attorney – The Firm of Hoffmann, Parker, Wilson & Carberry, P.C.
Town Manager – Becky Frank
Town Marshal – Sean Goings
Town Clerk/Treasurer – Nathan Scott

INTRODUCED, READ and PASSED this 17th day of May, 2022.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Todd Dixon, Mayor

(SEAL)

ATTEST:

Nathan Scott, Town Clerk/Treasurer

MEMO TO THE BOARD OF TRUSTEES

DATE: 05.17.2022	AGENDA NO. 9	SUBJECT:
Presented by: Becky Frank, Town Manager		Appointment of Ex-Officio members to Town Committees

Recommend action:

Move to appoint a Board member to each Town Commission and Committee as its Ex-Officio member:

- **Planning Commission**
- **Fire Mitigation Advisory Committee**
- **Parks, Recreation, and Trails Advisory Committee**

Background:

Each Town Commission or Committee should have a Board member present as an Ex-Officio member, so that there is continuity and awareness on all committee activity. These members do not vote but can participate in discussion and gain knowledge for subsequent Board of Trustees discussion.



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, May 17, 2022

Routine activities continuing:

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

UPDATES

Clerk/Treasurer:

- COSWAP Fire Mitigation:
 - Start date has been postponed to June 7.
 - Extra three weeks of work has been approved.
 - Several access and staging points have been granted – with signed contracts.
 - Completed walkthroughs for boundary flagging and project coordination.
 - Need to describe volunteer roles and schedule work dates.
- Grant/revenue management
 - Catching up on ARPA/Covid/Highway Transportation/Conservation Trust reporting and portal access.
- Audit:
 - Most documents are gathered and posted to the Auditor's site.
 - Rescheduled until sometime in June or July.
- Budget:
 - Some clarify on budget questions.
 - Will be working on budget format and a forthcoming amendment to illustrate clarification.

Planning:

- Short term rentals:
 - 46 Active
 - 4 pending applications
- Land Use Code updates:
 - Received final draft of all installments. PC members are reviewing currently.
 - Tentative schedule:
 - May 24: Planning Commission work session

- June 14th: Planning Commission Public Hearing and potential recommended approval to Board.
- July 5th: Board of Trustees work session
- August 2nd: Board of Trustees Public Hearing and potential adoption.
- No extension requested: the current deadline of June 30 is the point after which no expenses will be reimbursed. There is a 90-day closeout period after this date, in which adoption would be expected. (Sept 28 is the 90-day closeout 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, May 17, 2022

Rolling Project Roster:

- Employment Opportunities-Planner Position ready for posting. Revising position description and posting for the Deputy Marshal with Marshal Goings.
- Stilling Basins (PPRTA)-IFB posted on Bidnet. Pre-bid meeting 6/16/2022. Bid opening 5/24/2022 at 10:30am.
- Gazebo Lake (El Paso County CDBG Accessibility for All)-Contract waiting on bond. Ready to begin once required documentation is submitted.
- Parking Management Plan-Working with Interstate Parking to get ready for the 2022 season. We will have approximately 90 additional spaces this year with the inclusion of the Green Box lots and the additional spaces next to pool park.
- Fitness Court- Wi-Fi to be installed prior to May 21. Porta Pots have been ordered for the 2022 season. Ribbon Cutting June 7th at 6pm requesting BoT attendance.
- Comprehensive Roads Plan-In Progress. Wilson & Co is beginning to do some preliminary research and documentation. They will keep Town Staff apprised of projects and potential impacts to the community. They will be using a drone to capture some imaging data.

UPDATES

Please see the attached reports for the following departments:

Clerk/Treasurer, Planning, Marshal's Office

Public Works:

- The grader has been repaired and the crew will begin to grade roads in zones (4) spending a week on each zone rotating throughout the summer. Priority will be given to any issues as they arise.
- Pool Park Parking spaces and other spaces around town are being installed or maintained for the season.
- Working to take down/limb trees in public spaces or in ROW.
- Will work on triangle park across from the pool as time permits.
- Cold patching potholes. Waiting on additional pallets of material.
- Spring maintenance at parks to include changing of light bulbs/photo eye repair.
- Parks Maintenance with Water on Marrs has begun. Aeration, fertilization and irrigation has started.

Town Manager:

- Submitted grant application for the CPW Human-Bear Conflict Resolution Program. The application was accepted and we will hear back in the next few weeks if the project is awarded.
- PPRTA 3 Ballot Questions-Working with the engineer and the town's CAC rep to prepare/refine.
- BoT and Staff Appreciation-Thanks to all who attended and contributed to the great meal and comradery.
- BoT Orientation-working on compiling resources for onboarding new members.
- CCCMA-April 13-15th.
- CML-June 21-24. Mayor Dixon and I have received scholarships for attendance. Trustee Guthrie will also attend. The second BoT meeting in June is the 21st. Shall we cancel or reschedule?
- Manager's Lunch-April 28th hosted by City of Fountain.
- Pool-wifi and phone will be live in the next two weeks. We will assist USA Management in posting recruitment flyers for summer staff. Flair is assisting us in creating a check-in platform and a pool pass purchase platform.
- Agreement for the trails maintenance is under review with the attorney. Once amended, will be returned to FOUPT.
- CDBG project to begin next week. Anticipated impacts to the park late May into first couple weeks of June (shouldn't conflict with any scheduled events).
- Stilling Basins Project-out for bid (Pre-bid meeting 5.16.22 and bid opening 5.24.22. Pending successful bid submissions, we should have a contract ready for approval at the 6.7.22 BoT meeting.



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.

GREEN MOUNTAIN FALLS, COLORADO
RESOLUTION NO. 2022-xx

**A RESOLUTION NAMING APPOINTMENTS TO COMMITTEES,
COMMISSIONS, AND OUTSIDE AGENCIES**

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls, Colorado, pursuant to Colorado statute and the Town of Green Mountain Falls Municipal Code, is vested with the authority of administering the affairs of the Town of Green Mountain Falls, Colorado; and

WHEREAS, the Board of Trustees appoints members to the Planning Commission for regular, limited terms; and

WHEREAS, the Board of Trustees appoints members to various standing and ad-hoc advisory committees for regular, limited terms; and

WHEREAS, the Board of Trustees appoints various people to outside agency appointments to represent the interests of the town; and

WHEREAS, minimizing vacancies to these appointments – whether by reappointment or new appointment in advance of term expirations – maximizes continuity in each agency;

Section 1.

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

PPACG Board of Directors <i>The Pikes Peak Area Council of Governments is comprised of membership spanning 16 participating local counties and municipalities. Its Board of Directors is charged with establishing objectives and policies related to issues that cross political boundaries, shared opportunities and challenges, and collaborative strategies for action. As a participating member government, the Town Board of Trustees designates a voting representative and an alternate from among the elected Board of Trustees to represent the Town during their term of office.</i> <i>PPACG Board of Directors Bylaws, Article IV</i>			
Margaret Peterson, Trustee	(4)	April 18, 2016	April 21, 2020
Jane Newberry, Mayor/Ann Esch, Community Member (Alternate)	(4)	April 15, 2014	April 21, 2020

PPACG Community Advisory Committee

The Community Advisory Committee serves as the formal mechanism for the active participation of citizens in the planning, promotion, and evaluation of activities of the Pikes Peak Area Council of Governments, and assists the PPACG staff in keeping the general public informed relative to regional plans and programs. The CAC is a nontechnical body comprised of volunteers who offer a citizen's perspective on issues such as transportation, the environment, economic development and military impact planning in the Pikes Peak region. The Town Board of Trustees nominates a citizen representative who has a sincere interest in serving the community. The PPACG Board of Directors approves all nominations. Representatives may serve up to two (2) consecutive three (3) year terms.

PPACG CAC Bylaws

Ann Esch	(2)	January 2021	January 2023

PPACG Water Quality Management Committee

The purpose of this committee is to advise the Pikes Pak Area Council of Governments and PPACG staff on current and emerging issues, goals, plans, and programs affecting the water quality of the Pikes Peak Region, to aid in the review of site applications, and to aid in the development of the water quality management plan updates and amendments.

<i>Vacant</i>			
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PPRTA Board of Directors

The Pikes Peak Rural Transportation Authority Board of Directors has primary responsibility for the management and disbursement of funds generated by the Authority, and the activities that support those functions. As a participating member government, the Town Board of Trustees appoints a single Director from among the elected Board of Trustees to represent the Town, for a calendar year term of office.

Intergovernmental Agreement Regarding the Pikes Peak Rural Transportation Authority

Jane Newberry, Mayor	(2)	January 2020	January 2021
Katharine Guthrie, Trustee/Ann Esch, Community Member (alternate)	(2)		

PPRTA Citizen Advisory Committee

The 17-member Pikes Peak Rural Transportation Authority Citizen Advisory Committee's primary objective is to ensure the capital, maintenance, and public transportation projects and programs approved by voters during the November 2, 2004 election and the November 6, 2012 election are accomplished with PPRTA funds. The committee reports directly to the PPRTA Board of Directors, and is charged with reviewing the budgets of the five local member

governments to monitor the expenditure of PPRTA funds on capital, maintenance, and public transportation projects and programs. The Town Board of Trustees appoints two members from among the residents of the PPRTA geographic boundaries to three-year staggered terms. Representatives from member governments do not have term limits.

PPRTA CAC Bylaws

Craig Gooding	(1)	January 2020	January 2021
Ann Esch	(3)	January 2020	January 2021

PPRBD Advisory Board

The Pikes Peak Regional Building Department Advisory Board renders advice in the administration operation of the department in matters related to administration and financing and budget of the department. The Town Board of Trustees appoints one representative to the Advisory Board.

By-laws of the Regional Building Commission

Chris Quinn, Trustee		January 2022	December 2023
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El Paso County Community Development Advisory Board (CDAB)

On April 1, 2009, El Paso County became an "entitlement community" and was awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (HUD) to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development, and providing improved community facilities and services.

The Community Development Advisory Board (CDAB) reviews matters of importance regarding the CDBG program and makes recommendations to the El Paso County Board of Commissioners concerning community development issues and use of CDBG funds.

The CDAB is comprised of 12 voting members, including a representative from each of the municipalities participating in the El Paso County CDBG Program and a representative from each of the commissioner districts. Participating municipalities advise the Board of County Commissioners who they have designated as their representative. Members are appointed for five-year terms, with terms initially staggered, and are limited to serving two consecutive five-year terms.

Tyler Stevens	(2)	May 2017	April 2027
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CML Policy Committee

The Colorado Municipal League represents the shared interests of 269 of Colorado's 272 incorporated municipalities. The CML Policy Committee has significant policy development responsibilities. The committee is responsible for reviewing of requests from member municipalities for CML-initiated legislation and recommending specific positions to the CML Board, reviewing of requests for policy positions from member municipalities and recommending specific positions to the CML Board, review of known or potential legislative issues or bills, consideration of staff recommendations, and recommending specific positions to the CML Board, and review of the League's Annual Policy Statement that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary, culminating in the ballot questions presented to CML members at the Annual Business Meeting that takes place as part of CML's Annual Conference. Each member municipality of CML is entitled to designate one representative to the League's Policy Committee. One alternate may also be designated, and that alternate should attend only if the appointed member is unable to attend.

Tyler Stevens, Trustee	July 2018	June 2022

* (N) indicates that the specified term is the member's Nth consecutive term.

** "X" indicates that the member is term-limited at the conclusion of the specified term.

Section 2.

Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Town Board hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3.

Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this resolution are hereby repealed except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this resolution.

Introduced, Read, Passed, and Adopted at a regular meeting of the Board of Trustees of the Town of Green Mountain Falls on this 16th day of November, 2021.

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

Jane Newberry, Mayor

ATTEST:

Angie Sprang, Town Manager