



## Town of Green Mountain Falls

### Board of Trustees Regular Meeting Agenda

10615 Green Mountain Falls Road

Green Mountain Falls, CO 80819

**Tuesday, June 7, 2022, at 6:00 p.m.**

In-person\* or via Zoom\*\*:

<https://us02web.zoom.us/j/89734102269?pwd=L0hmNXNSVmd1TGMyVTJS1I5MzV3dz09>

Meeting ID: 897 3410 2269; Passcode: 572379; Dial-in: 346-248-7799

#### REGULAR MEETING:

TIME:		ITEM	DESIRED OUTCOME
6:00pm		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 May 15, 2022, to June 3, 2022 b. Minutes from May 17, 2022, Board of Trustees Meeting	BOT Action Desired
	5.	Pikes Peak Area Council of Governments: Member Outreach Presentation – Jessica McMullen	Information Only
	6.	Resolution 2022-08: Opt out of the Colorado Family and Medical Leave Insurance Act (FAMLI)	BOT Action Desired
	7.	Resolution 2022-09: Naming appointments to PPACG, PPRTA, and PPRBD Boards and Committees	BOT Action Desired
	8.	Intergovernmental Agreement: 5 <sup>th</sup> Amended IGA regarding Pikes Peak Rural Transportation Authority	BOT Action Desired
	9.	Termination Letter: Interstate Parking Contract	BOT Action Desired
	10.	Recommendation: Parks, Recreation, and Trails Committee – GOCO Grant Application for Parks Master Plan	BOT Action Desired
	11.	Recommendation: Parks, Recreation, and Trails Committee – Olathe/Ute Pass Triangle Garden Work	BOT Action Desired
	12.	Recommendation: Parks, Recreation, and Trails Committee – Friends of Ute Pass Trails Maintenance Proposal for June 18	BOT Action Desired
	13.	Intergovernmental Agreement: El Paso Teller Opioid Regional Abatement Council	BOT Action Desired
	14.	Discussion: Short Term Rental Policy	BOT Action Desired
	15.	Appointment of Planning Commissioners	BOT Action Desired
	16.	REPORTS a. Trustee Reports b. Committee Reports c. Staff Reports	BOT Action Desired

	<b>17.</b>	CORRESPONDENCE	Information Only
	<b>18.</b>	ADJOURN	

\*The Town shall provide reasonable accommodation for those with disabilities on a case-by-case basis. Please send accommodation requests to [clerk@gmfcu.us](mailto:clerk@gmfcu.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 May 15, 2022 to June 03, 2022

Date	Reference	Name	Acct Number	Acct Name	Amount	Ref Total
<b>1-00-00-2000 General-Accounts Payable</b>						
05/17/2022	105758	Chief Petroleum	1-70-02-5128	General-Public Works-Operations-Supplies - Fuel	808.29	808.29
05/17/2022	86828	Flair Data Systems DBA	1-10-03-5202	General-Administration-Utilities-Utilities - Telephone/Internet	223.80	223.80
05/19/2022	5200166935	Colorado Springs Utilities	1-10-03-5200	General-Administration-Utilities-Utilities - Electric	120.51	120.51
05/19/2022	5872676037	Colorado Springs Utilities	1-60-03-5200	General-Pool-Utilities-Utilities - Electric	14.77	14.77
05/19/2022	6357261325	Colorado Springs Utilities	1-70-03-5200	General-Public Works-Utilities-Utilities - Electric	189.76	189.76
05/19/2022	7990482304	Colorado Springs Utilities	1-50-03-5204	General-Parks and Recreation-Utilities-Utilities - Electric - Gazebo	54.52	54.52
05/19/2022	9827690757	Colorado Springs Utilities	1-50-03-5203	General-Parks and Recreation-Utilities-Utilities - Electric - Fountain	24.37	24.37
05/19/2022	9995234678	Colorado Springs Utilities	1-40-03-5200	General-Public Safety-Utilities-Utilities - Electric	17.25	17.25
05/20/2022	9364097282	Colorado Springs Utilities	1-70-03-5206	General-Public Works-Utilities-Utilities - Electric - Street Lights	402.31	402.31
05/23/2022	COMSOIN34401	Communications Solutions	1-40-02-5130	General-Public Safety-Operations-Supplies - Operational	360.00	360.00
05/26/2022	23614	WATER ON MARRS	2-10-00-5711	Capital Improvement-Administration-Capital - CDBG Grant - ADA Lake Improvements	20,000.00	20,000.00
05/29/2022	05292002	Brian Bundy	1-10-02-5113	General-Administration-Operations-Services - Professional	700.00	700.00
05/31/2022	106492	Wilson & Company	2-10-00-4030	Capital Improvement-Administration-Grants - State - DOLA 2 (Flood Recovery)	1,298.95	1,298.95
05/31/2022	106493	Wilson & Company	2-10-00-4030	Capital Improvement-Administration-Grants - State - DOLA 2 (Flood Recovery)	18,139.92	18,139.92
06/01/2022	00747988	UnitedSite Service	1-50-02-5130	General-Parks and Recreation-Operations-Supplies - Operational	183.10	183.10
06/01/2022	6145	USA Management	1-60-02-5113	General-Pool-Operations-Services - Professional	7,758.00	7,758.00
<b>Total For 1-00-00-2000 General-Accounts Payable</b>					<b>50,295.55</b>	

**TOWN OF GREEN MOUNTAIN FALLS**  
**Board of Trustees Regular Meeting**  
**Town Hall – 10615 Green Mountain Falls Road**  
**In-Person or Zoom**  
**Tuesday, May 17, 2022 – 7:00 P.M.**

**MEETING MINUTES**

**Board Members Present**

Mayor Todd Dixon  
Mayor Pro Tem Sunde King  
Trustee Nick Donzello  
Trustee Katharine Guthrie  
Trustee Sean Ives

**Town Manager**

Becky Frank

**Town Clerk/Treasurer/Planner**

Nate Scott

**Administrative Assistant**

Vacant Position

**Board Members Absent**

**Town Attorney**

Not present

**Public Works Department**

Not present

**Marshal's Department**

Sean Goings

**Planning Department**

Vacant Position

---

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

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

**2. Additions, Deletions, or Correction to the Agenda**

Trustee Guthrie moves to approve the agenda. Trustee Ives seconds. Motion passes unanimously.

**3. Persons Present not on the Agenda**

- a) Rocco Blasi, 10955 Belvidere Ave. Comments on town risks: code enforcement and vacation rentals.

**4. Consent Agenda**

Trustee King asks about documents for income and “full dispersals”. Town Manager Frank advises that detailed ledger activity will be available during budget work sessions.

Trustee Guthrie moves to approve consent agenda – Trustee Donzello seconds. Motion passes unanimously.

**5. PPRTA-3 Project Descriptions – Craig Gooding, PPRTA CAC Representatives**

Mr. Gooding presents a summary of last PPRTA CAC meeting, which was 1<sup>st</sup> reading of government lists of projects for the ballot. The Town needs to modify its description due to confusion about “Ute Pass Improvements”. TM Frank advises that the list will be revised with the assistance of the comprehensive road plan process.

No Board action.

**6. Intergovernmental Agreement with El Paso Teller Opioid Regional Abatement Council**

TM Frank presents a summary of the IGA. Trustee Donzello initiates discussion about our membership and whether the Town can be more involved with the Council’s decisions. He would like more details about this council and how the Town can be represented. Trustee Donzello moves to table this agreement until next meeting. Trustee King seconds. Motion passes unanimously.

**7. Resolution 2022-06: Banking Authority**

TCTP Scott gives brief summary of the need to update the bank’s signature cards. Trustee King moves to approve this resolution as presented. Trustee Donzello seconds. Motion passes unanimously.

## **8. Resolution 2022-07: Appointment of Town Officers**

TCTP Scott explains need for this formality. Trustee Guthrie moves to approve the resolution as presented. Trustee Donzello seconds. Motion passes unanimously.

## **9. Appointments to Town Committees – Ex Officio Members**

TCTP Scott explains the need to appoint ex officio members to all town committees. Mayor Dixon volunteers for Planning Commission. Trustee Guthrie volunteers to continue for Parks, Recreation, and Trails Advisory Committee. Trustee Donzello volunteers for Fire Mitigation Advisory Committee. No vote.

## **10. Reports**

### **a. Trustee Reports**

- i. Guthrie – mentions ribbon-cutting for the fitness court before next Board meeting.
- ii. Ives – clarifies whether these are for ex-officio roles.
- iii. King – no report
- iv. Donzello – no report
- v. Dixon – mentions park fence work and parking area – to be completed in conjunction with the fitness court. Ute Pass/Olathe triangle work upcoming. Zoned road maintenance to begin along with pothole repair. Accomplishments: starting parks maintenance and welcome center sign for trails is installed.

### **b. Committee Reports: none**

### **c. Staff Reports**

- vi. TCTP Scott: updates on COSWAP Grant project, audit timeline, budget questions, short term rentals, land use code rewrite timeline including work session next Tuesday.
- vii. TM Frank: updates on hiring (Deputy Marshal, Planner), Stilling Basins project, Gazebo Lake project, Comprehensive Roads Plan project, Public Works road repair; thanks to everyone for Community Potluck participation; upcoming CML training for Mayor, Trustees. Trustee Ives confirms cap on short term rentals = 60.
- viii. Marshal Goings: law enforcement and emergency responder appreciation month. Hours and calls for service summary.

## **11. Correspondence**

### **a. FAMLI Opt-out Update**

TM Frank summarizes this FAMLI act, including ramifications of opting out or not. She expects it to be on the June 7 agenda. Deadline is June 30 to opt-out.

### **b. Appointments to Outside Agencies**

TCTP Scott summarized the document, which was included for reference so that the Board can decide which roles they may be interested in. Discussion about estimated time commitments for each. Trustees to research the roles and volunteer before next meeting.

### **c. Mayor Dixon reminder about 5/19 work session on paid parking. Will be posted as a public meeting.**

## **12. Adjourn**

Meeting adjourned at 7:46 pm.



Pikes Peak Area  
Council of Governments  
Communities Working Together

# **PPACG**

## **Member Outreach Presentation**

### **Green Mountain Falls**

---

June 7, 2022

# Pikes Peak Area Council of Governments

---



**4,918**  
square miles



**16** member  
governments



**5** military  
installations

The Pikes Peak Area Council of Governments (PPACG) is a regional organization of municipal and county governments serving the Pikes Peak region through coordination and cooperation. We are communities working together to enrich the quality of life for the citizens of our region.

# PPACG Members

El Paso County | Park County | Teller County



## MEMBER GOVERNMENTS

### Counties

El Paso County  
Park County  
Teller County



### Cities

Colorado Springs  
Cripple Creek  
Fountain  
Manitou Springs  
Victor  
Woodland Park



### Towns

Alma  
Calhan  
Fairplay  
Green Mtn. Falls  
Monument  
Palmer Lake  
Ramah

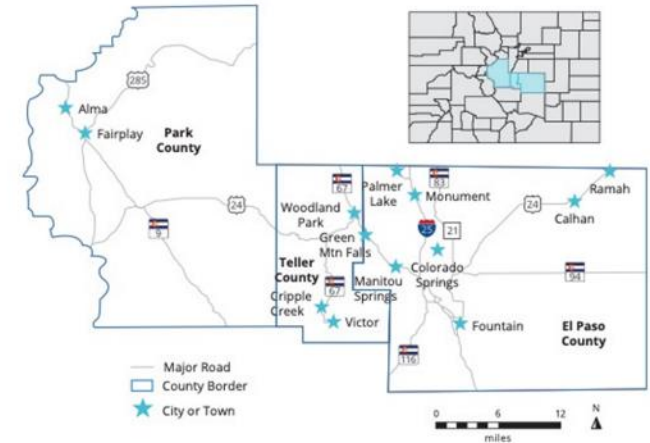


- Alma
- Calhan
- Colorado Springs
- Cripple Creek
- Fairplay
- Fountain
- Green Mountain Falls

- Manitou
- Monument
- Palmer Lake
- Ramah
- Victor
- Woodland Park



# STRATEGIC PLAN GOALS



## Advocacy

Serve as an effective advocacy voice for common ground issues.



## Information Sharing

Serve as a significant resource for PPACG members to collect and share information with regional partners.



## Aging

Expand and extend senior access, awareness, education, and connectivity to support age-friendly communities and empower individual seniors.



## Transportation

Maintain and improve a coordinated, validated plan for transportation needs across the PPACG region.



## Program Excellence

Continue to excel in the key fundamental areas of PPACG: Military support, Environmental programs, Transportation, Area Agency on Aging, and regional communication and collaboration.

# Pikes Peak Area Agency on Aging

---

The mission of the Area Agency on Aging is to help older adults by providing services and supports that enable them to remain as independent as possible in their homes and communities.



# The Area Agency on Aging in Green Mountain Falls

---

## Information and Assistance

- The Yellow Book provides information on resources available throughout El Paso, Park and Teller Counties.
- Adult Medicaid and Veterans Guidebook.
- Classes on Medicare, Social Security, Retirement and more.

## Senior Insurance Information and Assistance

- Counseling and information on Medicare through the State Health Insurance Program (SHIP).

## Family Caregiver Support Center

- Counseling, education and support groups for caregivers of older adults.

## Ombudsman

- Support and assistance dealing with issues regarding long term care facilities.

## Advocacy

- Pursuing additional funding for services for older adults and partnering with state and federal organizations to support programs and services.

# 2022 Priorities

## Area Agency on Aging

---

- Pandemic Support/Funding
- Senior Affordable Housing
- Mobility Coordination
- Long Term Care Needs



2021 Caregiver Pampering Day attendees at Newman University

# Environmental Quality and Planning

---



PPACG serves as the lead air quality planning agency for Colorado Springs metro area and the lead water quality planning agency for El Paso, Park, and Teller counties.

# 2022 Priorities

## Environmental Planning

---

### Air quality

- Pursue ozone advance strategies to keep the region in attainment with ozone standards, and explore grant opportunities to assist with wildfire mitigation

### Water quality

- Conduct outreach, education and awareness around water quality issues, and begin watershed planning research

# Military Planning Program

---

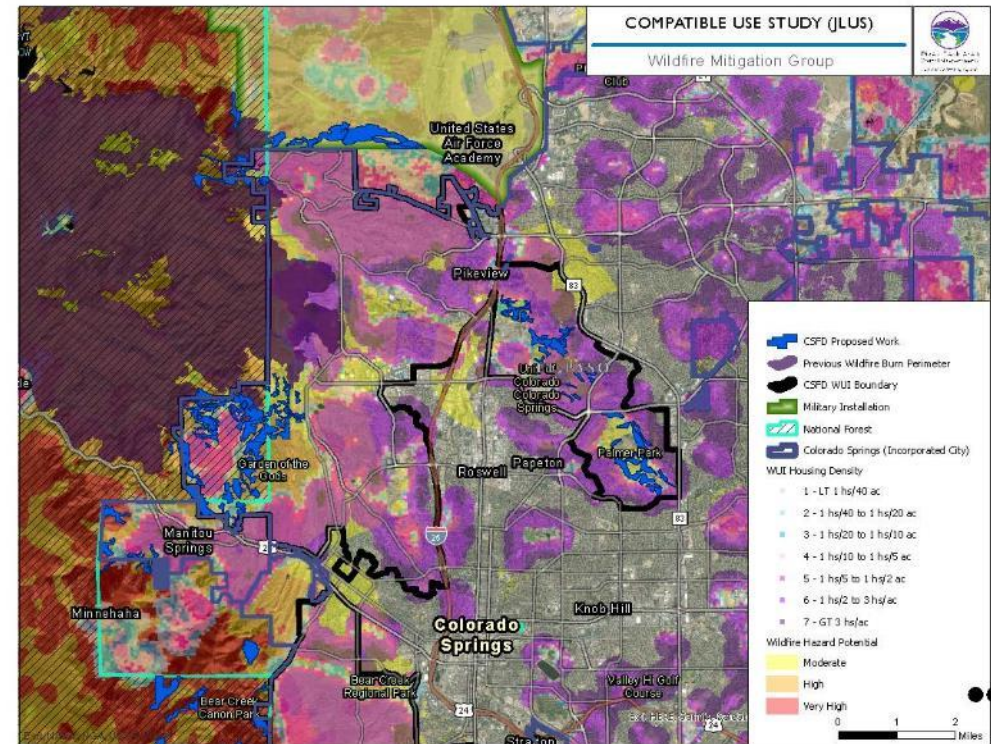


The Military Planning Program completed a Joint Land Use Study to consider how to plan for a future that ensures successful growth, economic health, and continued military operations between our five military installations and local communities and is engaged in implementation of the studies recommendations.

# 2022 Priorities

## Military Planning Program

- Continue coordinating regarding wildfire mitigation needs and grant funding opportunities to fund mitigation around military installations
- Coordinate with the City, County, Peterson Space Force Base and other partners to generate a design plan for safe access through the Peterson North Gate



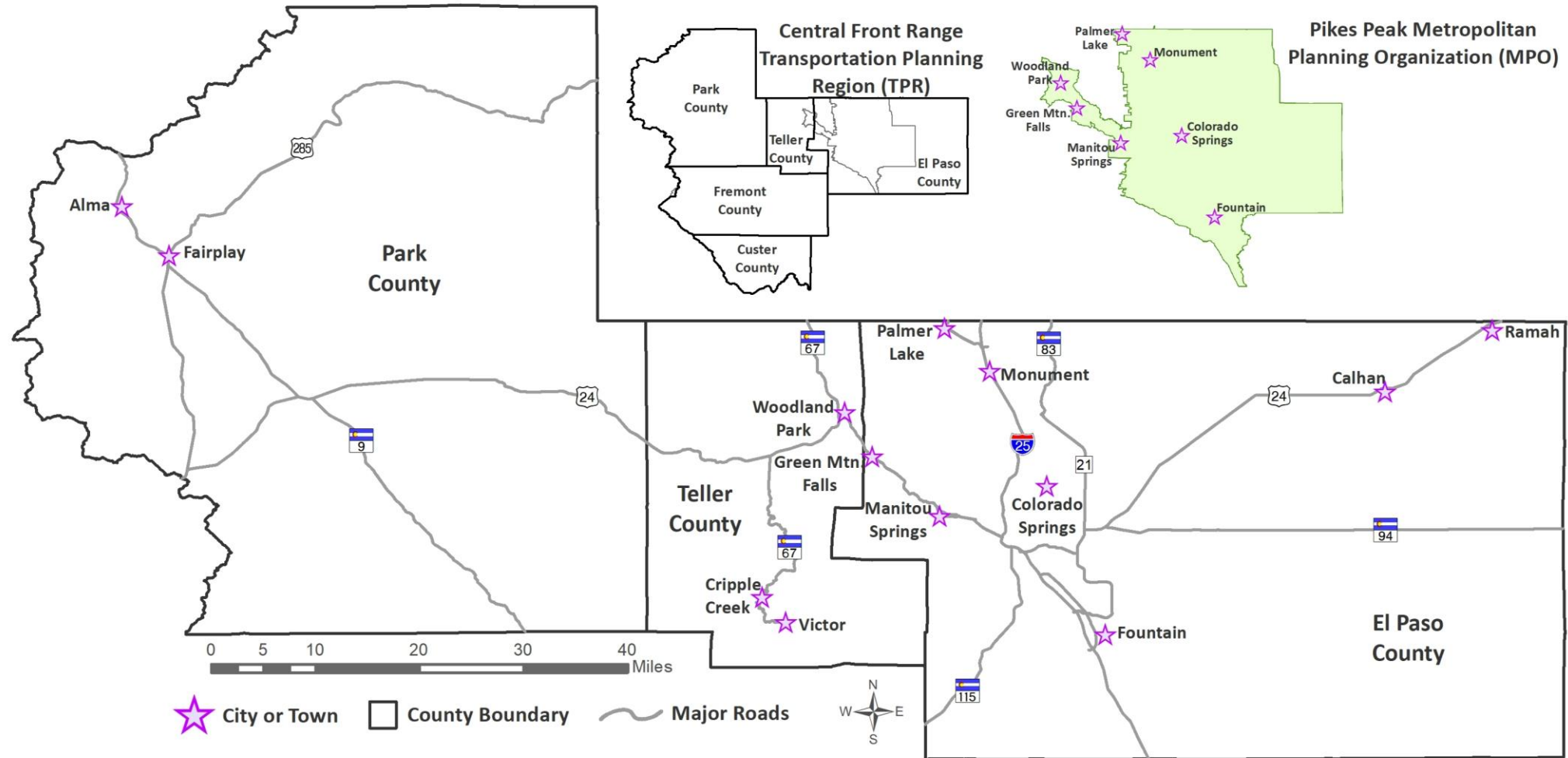
# Transportation Planning

---

Providing coordinated input into the planning and implementation of federal funds for transportation within the Colorado Springs Urban Area MPO.



# We are a COG, and MPO and part of a TPR



# Transportation Planning

---

## Current Activities

- Tri-County Study
- FY23-27 TIP
- Updating the region's Long Range Transportation Plan to 2050
- Determining compliance with State's Greenhouse Gas (GHG) Emissions requirements
- Drive Smart Colorado Transportation Safety Program
- Federal Infrastructure Bill Collaboration



# Administration

---

## **Pikes Peak Rural Transportation Authority**

PPACG administers the PPRTA, the voter-approved transportation funding for El Paso County, City of Colorado Springs, City of Manitou Springs, Town of Green Mountain Falls, Town of Ramah and Town of Calhan.



# Legislative Advocacy

---

## Overarching Themes

- Support local control.
- Oppose unfunded mandates to local governments.
- Support legislation related to addressing redundant or unnecessary Regulation.

## 2022 Legislative Initiatives

Affordable Senior Housing

Wildfire Mitigation Funding

Funding for GHG Rule Implementation

## 2022 Legislative Themes

Support Pandemic Recovery

Protect and Enhance Services for Seniors in the Region

Protect and Enhance Transportation Throughout the Region

Support Air and Water Quality

Support and Protect Our Military Partners

Support Improvements to the Regional Quality of Life

# 2022 Priorities

---

Enhance our legislative advocacy with our state and federal delegation, particularly with the federal transportation funding equity issue for Colorado

Convene a Regional Forum/Assembly with other partners with a focus on how to achieve our vision for the region

Engage with city/town/county planners to coordinate around growth-related issues, forecasts and needs

Engage proactively with our regional partners along the Front Range Mega-Region for stronger collaboration around addressing our challenges and identifying needs

Engage with city/town/county managers, especially on collaboration and training opportunities

# Green Mountain Falls Committee Appointments

---

## Current Representatives

- Transportation Advisory Council (TAC). Becky Frank, Matt Gordon
- PPRTA Citizen Advisory Committee (RTA CAC), Craig Gooding

## Vacant

- Community Advisory Committee (CAC)
- Commission on Aging (COA)
- Aging Regional Advisory Council (RAC)
- Air Quality Technical Committee (AQTC)
- Mobility Coordinating Committee
- Water Quality Management Committee (WQMC)





Pikes Peak Area  
Council of Governments  
Communities Working Together

## Contact Us

Andrew Gunning

Executive Director

Phone: 719-471-7080

Email: [agunning@ppacg.org](mailto:agunning@ppacg.org)

Jessica McMullen

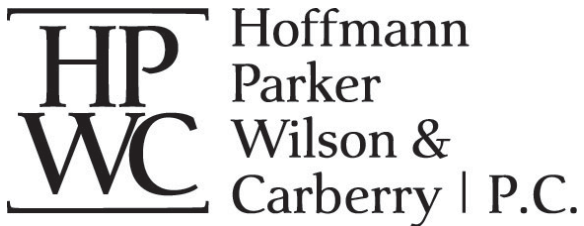
Policy and Communications Manager

Phone: 719-231-8365

Email: [jmcmullen@ppacg.org](mailto:jmcmullen@ppacg.org)

---

# Thank You



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

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

511 16<sup>th</sup> 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  
NATE SCOTT, TOWN CLERK**

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

**DATE: MAY 20, 2022**

**RE: FAMLI ACT OPT OUT CHECKLIST AND FREQUENTLY ASKED  
QUESTIONS**

---

This memorandum follows up our previous communication regarding the Paid Family and Medical Leave Insurance Act (the "Act"). Specifically, this memo addresses the necessary steps and deadlines, as well as relevant paperwork needed, for the Town to opt out from participation in the Act's insurance program. Following the checklist are several recently asked questions with answers.

**Steps to Opt Out of the Act's Insurance Program**

- ☐ **Step 1.** Notify the public and employees of the upcoming public meeting regarding the vote to opt out of the program. Notice to the public must be in the same manner that the Town provides notice to the public for all other public business. *See* 7 CCR § 1107-2:2.6(2). This can be accomplished by placing the matter on the agenda 24 hours prior to the meeting. Notice to Town employees must be in writing prior to the decision. *Id.* An all-employee email would meet this requirement. *See* Exhibit A – Pre-Vote Employee Notification.
- ☐ **Step 2.** Hold a public meeting on or before June 30, 2022 and successfully pass the resolution approving the Town's decision to opt out of the program. *See* Exhibit B – Resolution Opting Out.

- ☐ **Step 3.** Within 30 days after the vote approving the Town's decision to opt out of the program, the Town must provide written notice to employees that informs them of the Town's decision and the right of employees to individually opt into the program. The Town must also post this notice in a conspicuous and accessible place in each establishment where employees are employed, including via email and via the Town's website, as practicable. *See Exhibit C – Post-Vote Employee Notification.*
- ☐ **Step 4.** The Town must provide the FAML I Division with notice memorializing its decision to opt out of participation. As of the date of this memo, the FAML I Division is still in the process of creating an online portal where municipalities may submit notice of opt-out. It should be ready this fall, or at the latest prior to the end of the 2022 calendar year. We will advise you when this is available so the Town can promptly submit its notice. *See Exhibit D – FAML I Division Notification.*
- ☐ **Step 5.** The declination must be renewed every eight years or the Town will automatically be added back into the FAML I program. Thus, the Town should plan to repeat Steps 1 – 4 in late 2029 or early 2030 to meet the 8-year deadline in 2030.

### **Frequently Asked Questions and Answers**

1. **Question:** Can the Town opt in anytime? What is required to opt in?

**Answer:** If the Town does nothing, it is automatically opted into the program. The Town does not need to affirmatively do anything to be opted in. However, if the Town first opts out (as it is in the process of potentially doing) and then wants to opt back in, it may do so at the beginning of its annual budgeting cycle. 7 CCR § 1107-2:2.5(A)(2). The beginning of the annual budgeting cycle is within the Town's discretion as to how it calculates its fiscal policy, so it may align with the calendar year if no alternative cycle is used. The Town would need to do so with an affirmative vote of the Board of Trustees. Coverage under the program would begin no later than the quarter after the vote and submission of one quarter's premium. 7 CCR § 1107-2:2.5(D).

If the Town opts in, it must stay in the program for at least three fiscal years. Additionally, once it has opted out, employee notice requirements are involved should the Town choose to opt back in. No more than 90 days after the vote to opt in, individual employees who opted in based on the prior opt-out decision of the Town must be personally notified in writing that the Town has opted back into the Act. The notice must include the date for the Town's first submittal of quarterly premiums and any potential lapses or changes in benefits eligibility. The Town must publicly post a notice of the date it will begin paying premiums and when coverage is expected to start.

Employees who did not opt in must also be notified in writing of the Town's decision to opt in, both publicly and personally, no later than 180 days after the vote. The notice must contain a detailed explanation of employee rights under the FAML I program, including program requirements, benefits, claims processes, payroll deductions, premiums and employee protections

such as the right to job protection and benefit continuation and protection against retaliatory or discriminatory information, among other requirements.

Should the Town wish to opt in after it has already opted out, we will provide the appropriate and required resolution and notices at that time.

2. Question: If an employee opts in and the Town has opted out, are there any differences in the benefits to the employee than if the Town had opted in?

Answer: If the Town opts out and an employee opts in, the employee would be solely responsible for the 50% premium and the Town could choose to deduct the employee portion from payroll and remit to the State, but the Town is not required to remit it. Because it is a pooled benefit program, the employee will receive the same benefits whether the Town opts in or not. Nothing in the Act or the related regulations indicate that there is any difference in benefits to the employees of an employer that has opted out.

3. Question: If the employee receives exactly the same benefits at the same cost the employee would have paid if the Town had opted in, why would the Town ever choose to opt in? In other words, how does participation benefit the Town?

Answer: The Town would be opted in by default if it does not act now and would thus be required to pay its portion of the premium. Beyond that, the Town might opt in to centrally provide benefits to all employees instead of leaving it up to individual employees to opt in if the Town opts out.

Otherwise, participating in the program does not have a clear upside for the Town, because it will likely cost the Town more to participate and administer the program than it would to opt out. Further guidance from the state may be released to address this question, as it is a valid one, which many local governments are considering.

It may also be relevant for the Town to note that private employers (non-political subdivision employers) must either participate or provide a comparable private plan. While the Town *may* provide a comparable private plan, it is not required to do so if it opts out. This distinguishes local governments from other employers, which makes them the only type of employer that has this issue.

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

## **Exhibit A**

[Green Mountain Falls Letterhead]

### **NOTICE TO TOWN EMPLOYEES OF A BOARD VOTE DECIDING PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT ("FAMLI ACT")**

Notice is hereby given to Town Employees that a vote of the Board of Trustees will be held on \_\_\_\_, 2022 at 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819, at \_\_:\_\_ PM, or as soon thereafter as the matter may be heard, to decide whether the Town will decline or accept participation in the FAMLI Act. At that time, public comment will be heard on the matter.

### **FAMLI ACT AND TOWN'S PAID LEAVE PROGRAM**

The Board of Trustees will vote on whether the Town will participate in the state's FAMLI Act, or opt out of participation. Employees may speak during the public comment section to voice their support or opposition to participating in the FAMLI Act. A majority of a quorum of Board members must vote to decide whether the Town will opt out of the Act.

Under the FAMLI Act, covered individuals can take up to 12 weeks of paid aggregate family or medical leave for the following qualifying reasons: to care for a new child; care for their own health or for a family member; take exigency leave or safe leave; and for pregnancy and childbirth complications.

Employers who opt into the Act must submit insurance premiums to the state on behalf of their employees through a payroll tax split evenly between employers and employees with the tax initially set at 0.9%, and eventually capped at 1.2%, of the employee's annual wages.

#### **What the FAMLI Act Requires:**

- 12 weeks of paid aggregate family or medical leave
- Employees will receive paid leave amounting to:
  - 90% of their average weekly wage for the portion of their wages equal to or less than 50% of the state average weekly wage; and
  - 50% of the portion of their wages that exceeds the state average weekly wage.
- Employee/Employer pay 0.45% each of the employee's annual wages to the FAMLI Division as an insurance premium, deducted from the employee's paychecks.
- FMLA Leave will run concurrently with the Act.

#### **What the Town provides through its Paid Leave Program:**

- [insert Town-provided leave here, if applicable]

### **Employees May Opt In**

Even if the Town votes to opt out of the FAMLI Act, an employee may individually opt in to the Act by contacting the FAMLI Division at [CDLE\\_FAMLI\\_info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us)

Additional notice regarding an individual employee's ability to opt in will be provided should the Town affirmatively vote to opt out.

### **ACKNOWLEDGEMENT BY EMPLOYEE**

I hereby acknowledge:

1. That I received a copy of the foregoing "NOTICE TO TOWN EMPLOYEES OF A VOTE OF THE BOARD OF TRUSTEES DECIDING PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT"; and

2. That I understand that I can view and download the complete text of the Paid Family Leave and Insurance Act by accessing the Division of Family and Medical Leave Insurance's website at <https://famli.colorado.gov/>

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit B**

**TOWN OF GREEN MOUNTAIN FALLS  
RESOLUTION 2022-0\_\_**

**A RESOLUTION ELECTING TO OPT THE TOWN OUT FROM  
PARTICIPATION IN THE STATE OF COLORADO FAMILY AND  
MEDICAL LEAVE INSURANCE PROGRAM**

WHEREAS, the Colorado Family and Medical Leave Insurance Act (the "Act") was enacted into law in 2021 and codified in Article 13.3 of Title 8 of the Colorado Revised Statutes;

WHEREAS, Section 8-13.3-522 permits local governments to opt out of participation in the program by a majority vote of the governing body at a public meeting;

WHEREAS, coverage under the Act begins January 1, 2023, and the Town must opt out at least 180 days prior to this date; and

WHEREAS, the Board of Trustees finds it is in the best interest of the Town to decline participation in the Act.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Green Mountain Falls as follows:

1. The Town of Green Mountain Falls hereby declines to participate in the Colorado Family and Medical Leave Insurance Act program and thus opts out of said program.
2. The Town Administrator or a designee is authorized to take any and all further actions necessary to effectuate the Town opting out from participating in the insurance program under the Act.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Todd Dixon, Mayor

Attest: \_\_\_\_\_  
Nate Scott  
Town Clerk

## **Exhibit C**

[Town of Green Mountain Falls Letterhead]

### **NOTICE TO TOWN EMPLOYEES OF THE TOWN'S DECISION TO DECLINE PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT ("FAMLI ACT")**

Notice is hereby given to Town Employees that the Board of Trustees held a vote on \_\_\_\_, 2022 in which the Board voted to decline participation in the FAMLI Act. This notice explains how the vote affects Town employees' rights and benefits.

#### **FAMLI ACT AND TOWN'S PAID FAMILY AND CAREGIVER LEAVE**

Under the FAMLI Act, covered individuals can take up to 12 weeks of paid aggregate family or medical leave for the following qualifying reasons: to care for a new child, care for their own health or for a family member, take exigency leave or safe leave, and for pregnancy and childbirth complications.

Employers who opt into the Act must submit insurance premiums to the state on behalf of their employees through a payroll tax split evenly between employers and employees with the tax initially set at 0.9%, and eventually capped at 1.2%, of the employee's annual wages.

Employers who opt out of the Act, such as the Town, must provide the same amount and level of paid aggregate leave, or a more generous amount and submit proof of this policy to the FAMLI Division.

#### **What the FAMLI Act Requires:**

- 12 weeks of paid aggregate family or medical leave.
- Employees will receive paid leave amounting to:
  - 90% of their average weekly wage for the portion of their wages equal to or less than 50% of the state average weekly wage; and
  - 50% of the portion of their wages that exceeds the state average weekly wage.
- Employee/Employer pay 0.45% each of the employee's annual wages to the FAMLI Division as an insurance premium, deducted from the employee's paychecks.
- FMLA Leave will run concurrently with the Act.

#### **What the Town provides:**

[Insert Green Mountain Falls paid family leave policy here, if applicable]

## **Employees May Opt In**

Although the Town voted to opt out of the FAMLI Act, an employee may individually opt into the Act by contacting the FAMLI Division at [CDLE\\_FAMLI\\_info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us). An individual employee will still receive the same benefits of the FAMLI Act if they individually opt into participation in the Act.

The Town may collect and submit premiums to the state on behalf of any employee that chooses to opt in. If any Town employees choose to opt in, the Town will send out an additional notice informing employees of the Town's involvement as to remitting premiums to the Division on their behalf.

**Exhibit D**

[Town of Green Mountain Falls Letterhead]

Insert Date

Division of Family and Medical Leave Insurance  
633 17<sup>th</sup> St #201  
Denver, CO 80202

**Re:    Notice of the Town of Green Mountain Falls' Decision to Opt Out of FAMLI**

The purpose of this letter is to inform the Division that Town of Green Mountain Falls held a Board of Trustees vote on \_\_\_\_\_, 2022 to decide whether the Town would opt in or opt out of participation in the FAMLI Act program. On \_\_\_\_\_, 2022, at a properly noticed meeting in which public comment was accepted, a majority of a quorum of Board members voted to decline participation in the program.

Sincerely,

**NOTICE TO TOWN EMPLOYEES OF A BOARD VOTE DECIDING PARTICIPATION  
IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT  
("FAMLI ACT")**

Notice is hereby given to Town Employees that a vote of the Board of Trustees will be held on June 7, 2022, at 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819 ([or via Zoom](#)), at 7:00 PM, or as soon thereafter as the matter may be heard, to decide whether the Town will decline or accept participation in the FAMLI Act. At that time, public comment will be heard on the matter.

**FAMLI ACT AND TOWN'S PAID LEAVE PROGRAM**

The Board of Trustees will vote on whether the Town will participate in the state's FAMLI Act or opt out of participation. Employees may speak during the public comment section to voice their support or opposition to participating in the FAMLI Act. A majority of a quorum of Board members must vote to decide whether the Town will opt out of the Act.

Under the FAMLI Act, covered individuals can take up to 12 weeks of paid aggregate family or medical leave for the following qualifying reasons: to care for a new child; care for their own health or for a family member; take exigency leave or safe leave; and for pregnancy and childbirth complications.

Employers who opt into the Act must submit insurance premiums to the state on behalf of their employees through a payroll tax split evenly between employers and employees with the tax initially set at 0.9%, and eventually capped at 1.2%, of the employee's annual wages.

**What the FAMLI Act Requires:**

- 12 weeks of paid aggregate family or medical leave
- Employees will receive paid leave amounting to:
  - 90% of their average weekly wage for the portion of their wages equal to or less than 50% of the state average weekly wage; and
  - 50% of the portion of their wages that exceeds the state average weekly wage.
- Employee/Employer pay 0.45% each of the employee's annual wages to the FAMLI Division as an insurance premium, deducted from the employee's paychecks.
- FMLA Leave will run concurrently with the Act.

## **What the Town provides through its Paid Leave Program:**

From the Town of Green Mountain Falls Employee Handbook, last modified in April 2022, here are the Town's current Paid Time Off (PTO) Benefits:

### Accrual:

Paid Time Off is a benefit that may be used for any purpose. To the extent possible, the employee is expected to request time off through their supervisor using the process implemented by the Town Manager. For unanticipated time off needs, the employee is to notify the supervisor as soon as possible. The Town Manager has full discretion to approve or disapprove requested leave, whether it is anticipated or unanticipated.

Full-time employees shall earn annual PTO benefits each year on the basis of accumulated employment as shown below.

First pay period up to 1 year: 88 hours per year

1 year through 5 years: 176 hours per year

5 years through 10 years: 200 hours per year

10 years through 15 years: 256 hours per year

15+ years 280 hours per year

PTO benefits shall be earned at the rate of 1/26 of the applicable annual allowance per bi-weekly pay period. The rate of accrual is computed from the date of employment, subject to a cap. Employees accrue PTO in hours in proportion to their FTE percentage classification and will be pro-rated accordingly.

### Maximum Accrual:

In order to promote an appropriate work-life balance, employees' PTO benefit accruals are capped at a maximum accrual of one years' worth of the employee's normal annual rate of accrual. Once a balance reaches the cap, the employee will cease to accrue additional PTO balance beyond the cap until reducing the accrued balance by taking time off. Accruals under the cap are on a rolling basis and do not expire. Payment of upon Separation Upon separation of employment, employees will be paid for unused PTO earned through the last day of work not to exceed the maximum accrual, paid out hour-for-hour at the employee's pay rate.

## **Employees May Opt In**

Even if the Town votes to opt out of the FAMLI Act, an employee may individually opt in to the Act by contacting the FAMLI Division at [CDLE\\_FAMLI\\_info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us)

Additional notice regarding an individual employee's ability to opt in will be provided should the Town affirmatively vote to opt out.

### **ACKNOWLEDGEMENT BY EMPLOYEE**

I hereby acknowledge:

1. That I received a copy of the foregoing "NOTICE TO TOWN EMPLOYEES OF A VOTE OF THE BOARD OF TRUSTEES DECIDING PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT"; and

2. That I understand that I can view and download the complete text of the Paid Family Leave and Insurance Act by accessing the Division of Family and Medical Leave Insurance's website at <https://famli.colorado.gov/>

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit C**

[Town of Green Mountain Falls Letterhead]

### **NOTICE TO TOWN EMPLOYEES OF THE TOWN'S DECISION TO DECLINE PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE ACT ("FAMLI ACT")**

Notice is hereby given to Town Employees that the Board of Trustees held a vote on \_\_\_\_, 2022 in which the Board voted to decline participation in the FAMLI Act. This notice explains how the vote affects Town employees' rights and benefits.

#### **FAMLI ACT AND TOWN'S PAID FAMILY AND CAREGIVER LEAVE**

Under the FAMLI Act, covered individuals can take up to 12 weeks of paid aggregate family or medical leave for the following qualifying reasons: to care for a new child, care for their own health or for a family member, take exigency leave or safe leave, and for pregnancy and childbirth complications.

Employers who opt into the Act must submit insurance premiums to the state on behalf of their employees through a payroll tax split evenly between employers and employees with the tax initially set at 0.9%, and eventually capped at 1.2%, of the employee's annual wages.

Employers who opt out of the Act, such as the Town, must provide the same amount and level of paid aggregate leave, or a more generous amount and submit proof of this policy to the FAMLI Division.

#### **What the FAMLI Act Requires:**

- 12 weeks of paid aggregate family or medical leave.
- Employees will receive paid leave amounting to:
  - 90% of their average weekly wage for the portion of their wages equal to or less than 50% of the state average weekly wage; and
  - 50% of the portion of their wages that exceeds the state average weekly wage.
- Employee/Employer pay 0.45% each of the employee's annual wages to the FAMLI Division as an insurance premium, deducted from the employee's paychecks.
- FMLA Leave will run concurrently with the Act.

#### **What the Town provides:**

[Insert Green Mountain Falls paid family leave policy here, if applicable]

## **Employees May Opt In**

Although the Town voted to opt out of the FAMLI Act, an employee may individually opt into the Act by contacting the FAMLI Division at [CDLE\\_FAMLI\\_info@state.co.us](mailto:CDLE_FAMLI_info@state.co.us). An individual employee will still receive the same benefits of the FAMLI Act if they individually opt into participation in the Act.

The Town may collect and submit premiums to the state on behalf of any employee that chooses to opt in. If any Town employees choose to opt in, the Town will send out an additional notice informing employees of the Town's involvement as to remitting premiums to the Division on their behalf.

**Exhibit D**

[Town of Green Mountain Falls Letterhead]

Insert Date

Division of Family and Medical Leave Insurance  
633 17<sup>th</sup> St #201  
Denver, CO 80202

**Re:    Notice of the Town of Green Mountain Falls' Decision to Opt Out of FAMLI**

The purpose of this letter is to inform the Division that Town of Green Mountain Falls held a Board of Trustees vote on \_\_\_\_\_, 2022 to decide whether the Town would opt in or opt out of participation in the FAMLI Act program. On \_\_\_\_\_, 2022, at a properly noticed meeting in which public comment was accepted, a majority of a quorum of Board members voted to decline participation in the program.

Sincerely,

**TOWN OF GREEN MOUNTAIN FALLS  
RESOLUTION 2022-08**

**A RESOLUTION ELECTING TO OPT THE TOWN OUT FROM  
PARTICIPATION IN THE STATE OF COLORADO FAMILY AND  
MEDICAL LEAVE INSURANCE PROGRAM**

WHEREAS, the Colorado Family and Medical Leave Insurance Act (the "Act") was enacted into law in 2021 and codified in Article 13.3 of Title 8 of the Colorado Revised Statutes;

WHEREAS, Section 8-13.3-522 permits local governments to opt out of participation in the program by a majority vote of the governing body at a public meeting;

WHEREAS, coverage under the Act begins January 1, 2023, and the Town must opt out at least 180 days prior to this date; and

WHEREAS, the Board of Trustees finds it is in the best interest of the Town to decline participation in the Act.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Green Mountain Falls as follows:

1. The Town of Green Mountain Falls hereby declines to participate in the Colorado Family and Medical Leave Insurance Act program and thus opts out of said program.
2. The Town Administrator or a designee is authorized to take any and all further actions necessary to effectuate the Town opting out from participating in the insurance program under the Act.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2022.

(SEAL)

\_\_\_\_\_  
Todd Dixon, Mayor

Attest: \_\_\_\_\_  
Nate Scott  
Town Clerk

## BOARD OF TRUSTEES AGENDA MEMO – Information Only

<b>DATE: 06.03.2022</b>	<b>AGENDA NO 7</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Nate Scott, Town Clerk		Discussion of Resolution 2022-09, A Resolution Naming Committee Appointments

### Background:

For your review and discussion, attached you'll find the 2022 committee appointments, with question marks where no one has volunteered.

Additional committee opportunities, not listed in this template, through Pikes Peak Area Council of Governments are:

- Air Quality Technical Committee - January 1-December 31. 3 year terms, 2 terms max.
- Mobility Coordinating Committee - Terms of membership shall be continuous at the pleasure of the organization being represented or until the organization becomes inactive in the MCC's regular meetings.
- Area Agency on Aging Regional Advisory Council - January 1-December 31. 3 year terms, 2 terms max.
- Transportation Advisory Council (TAC) - January 1-December 31. 3 year terms, 2 terms max.

More information on all these committees can be found on the PPACG website: <https://www.ppacg.org/>

### Recommended Board action:

Discuss any vacant appointments, volunteer on a committee of interest, make a motion to accept the resolution.

### Suggested Motion:

I move to approve Resolution 2022-09, with the following amendments...

**GREEN MOUNTAIN FALLS, COLORADO  
RESOLUTION NO. 2022-09**

**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:**

<b>PPACG Board of Directors</b> <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>			
Todd Dixon, Mayor	(4)	June 2022	April 2024
Alternate - ????	(4)	June 2022	End of elected official's term

**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*

<i>Vacant (A. Esch term expired)</i>	<i>(2) Starts June 1, or Dec. 1, 2022</i>	<i>Ends 3 years after appointment</i>

**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>	<i>Starts June 1, or Dec. 1, 2022</i>	<i>Ends 3 years after appointment</i>
---------------	---	---------------------------------------

**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*

<i>Todd Dixon, Mayor</i>	<i>(2) June 2022</i>	<i>April 2024</i>
<i>Alternate - Katharine Guthrie, Trustee ?</i>	<i>(2) June 2022</i>	<i>April 2024</i>

**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	No defined term or limit
At-large (?)	(3) June 2022	No defined term or limit

**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*

Todd Dixon, Mayor	June 2022	April 2024
-------------------	-----------	------------

**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
--------------------	--------------	------------

### **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 N<sup>th</sup> 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 7th day of June, 2022.**

**TOWN OF GREEN MOUNTAIN FALLS,  
COLORADO**

---

Todd Dixon, Mayor

**ATTEST:**

---

Nate Scott, Town Clerk/Treasurer

**From:** [Jennifer Ivey](#)  
**To:** [Town Clerk; townclerk@calhan.co](#); [jmorgan@manitouspringsco.gov](#); [Jeff Parker](#); [cityclerk@springsgov.com](#); [wmassey@coloradosprings.gov](#); [Greenberg, Rebecca](#); [carctb@elpasoco.com](#); [Lori Seago](#); [DianaMay@elpasoco.com](#); [Greenberg, Rebecca](#); [Hilary M. Graham](#)  
**Cc:** [Rick Sonnenburg \(rsonnenburg@ppacg.org\)](#); [Beverly Majewski](#); [Andrew Gunning](#)  
**Subject:** PPRTA Fifth Amended and Restated Establishing IGA  
**Date:** Wednesday, May 18, 2022 1:50:16 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[Establishing IGA 5th Amended and Restated \(PPRTA Referred to Members 05-11-2022 CLEAN\).docx](#)  
[Establishing IGA 5th Amended and Restated \(PPRTA Referred to Members 05-11-2022 REDLINE\).docx](#)

---

Legal Counsel for PPRTA Members, PPRTA Board Members, and Clerks of Member Governments (Board Members included as bcc):

On Wednesday, May 11, 2022, the Pikes Peak Rural Transportation Authority (PPRTA) Board of Directors approved the attached draft of the Fifth Amended and Restated Establishing IGA for referral to the PPRTA member governments for review and approval. Attached are a clean and a redlined version which shows the changes from the Fourth Amended and Restated Establishing IGA.

This Fifth Amended and Restated Establishing IGA adds language that will be needed for the extension of PPRTA's 0.55% capital projects sales/use tax, memorializes the addition of the Town of Calhan effective January 1, 2022, and makes some other clean-up changes. The Board of Directors believes that approval of the attached Fifth Amended and Restated Establishing IGA is important to voter consideration of the proposed November 8, 2022 ballot measure to extend the PPRTA's 0.55% capital projects sales/use tax.

The PPRTA Board is requesting submission of the Fifth Amended and Restated Establishing IGA to each member government's governing body for review and approval at its earliest convenience. The hope is that all member governments will approve the Fifth Amended and Restated Establishing IGA by the PPRTA's August 10, 2022 meeting.

Each member government needs to approve the a Fifth Amended and Restated Establishing IGA with a minimum of two-thirds of the total membership of each member government's governing body. Please verify your local processes for consideration of the Fifth Amended and Restated Establishing IGA and please advise Rick Sonnenburg and me of the date set for consideration of the Fifth Amended and Restated Establishing IGA by your member government.

For the Clerks of the member governments: The PPRTA requests a copy of the approved resolution or minutes of the official action confirming the approval of the Fifth Amended and Restated Establishing IGA as well as the specific vote count of the entire membership of your governing body.

Thank you for your assistance in this approval process and please contact me or Rick Sonnenburg with any questions.

Best regards,

Jennifer

*Jennifer L. Ivey*  
[jivey@isp-law.com](mailto:jivey@isp-law.com)

Direct: 303.867.3003 Mobile: 810.287.1978  
Facsimile: 303.292.9101

4725 South Monaco Street, Suite 360  
Denver, Colorado 80237



**CONFIDENTIALITY NOTICE**

This message and any accompanying documents are intended only for the use of the intended addressee, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is prohibited. If you have received this communication in error, please notify the author immediately. Thank you.

**Fifth Amended and Restated Intergovernmental Agreement**  
**Among El Paso County, Colorado,**  
**The City of Colorado Springs, The City of Manitou Springs,**  
**The Town of Green Mountain Falls, The Town of Ramah, and The Town of Calhan**  
**Regarding the Pikes Peak Rural Transportation Authority**

***Recitals***

- A. El Paso County, Colorado (hereinafter “County”) is a duly-organized county and political subdivision of the State of Colorado.
- B. The City of Colorado Springs (hereinafter “Colo. Spgs.”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- C. The City of Manitou Springs (hereinafter “Manitou”) is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- D. The Town of Green Mountain Falls (hereinafter “GMF”) is a municipal corporation organized under Title 31 of the Colorado Revised Statutes.
- E. The Town of Ramah (hereinafter “Ramah”) is a duly organized statutory town and political subdivision of the State of Colorado.
- F. The Town of Calhan (hereinafter “Calhan”) is a duly organized statutory town and political subdivision of the State of Colorado.
- G. County, Colo. Spgs., Manitou, GMF, Ramah, Calhan and any other party that is added to this Agreement on or after January 1, 2023 may be referred to collectively in this Agreement as “Parties” or individually as a “Party.”
- H. The Parties desire to improve funding for expansion and maintenance of regional transportation and transit systems within their jurisdictions, and desire to engage in these activities in a cooperative and comprehensive manner.
- I. Whereas, in 2004, the Board of County Commissioners of El Paso County, Colorado (hereinafter “County Board”), the City Council of the City of Colorado Springs (hereinafter “Colo. Spgs. Council”), the City Council of the City of Manitou Springs (hereinafter “Manitou Council”), and the Board of Trustees of the Town of Green Mountain Falls (hereinafter “GMF Trustees”) mutually determined that the creation of a Rural Transportation Authority, authorized pursuant to Sections 43-4-601 *et seq.*, C.R.S., would be the most effective method of accomplishing the desires of the Parties as reflected in this Agreement.

- J. Whereas, the County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees entered into an Intergovernmental Agreement for Creation of the Pikes Peak Rural Transportation Authority dated August 26, 2004.
- K. Whereas, effective January 1, 2009, Ramah was added as a Party to this Agreement and the territory within its boundaries was included into the Pikes Peak Rural Transportation Authority.
- L. Whereas, effective January 1, 2022, Calhan was added as a Party to this Agreement and the territory within its boundaries was included into the Pikes Peak Rural Transportation Authority.
- M. Whereas, the Parties have concluded that it is in the best interest of the Parties and the public to amend the Agreement to reflect current circumstances and needs of the citizens of the Parties.

THEREFORE, be it resolved by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, the Board of Trustees of the Town of Ramah (hereinafter “Ramah Trustees”), and the Board of Trustees of the Town of Calhan (hereinafter “Calhan Trustees”) that the Parties, based on the mutual promises and considerations contained herein, agree as follows:

#### ***Terms and Conditions of Agreement***

- 1.0 **Authority to Enter Agreement.** The Parties are authorized to enter into this Agreement pursuant to Sections 43-4-601 *et seq.*, C.R.S.
- 2.0 **Creation, Name of Authority, and Members.** The County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees, established a rural transportation authority pursuant to Section 43-4-603(1), C.R.S. and upon approval of a majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF at the general election held on November 2, 2004, established the Pikes Peak Rural Transportation Authority (A Regional Transportation Authority) (hereinafter the “Authority”). Effective January 1, 2009, the territory within Ramah was included into the boundaries of the Authority and Ramah became a member of the Authority and Party to this Agreement. Additionally, effective January 1, 2022, the territory within Calhan was included into the boundaries of the Authority and Calhan became a member of the Authority and Party to this Agreement.
- 3.0 **Political Subdivision.** The Authority is a separate political subdivision and body corporate of the State of Colorado, and possesses all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, as restricted by Section 7 of this Agreement.
- 4.0 **Purpose and Activities of the Authority.** The purpose and activities of the Authority shall be limited to the funding of transportation capital improvements,

maintenance and operations, and transit service within the Authority boundaries established in this Agreement. Such projects shall be compatible with established state and local transportation plans that transport or convey people or goods, or permit people or goods to be transported or conveyed, within or through El Paso County by any means. It is the intent of the Parties that funding from the Authority will not be used to substitute for or reduce Colo. Spgs.' funding to the existing transit system, or to substitute for or reduce any Party's funding for maintenance activities.

4.1 The Parties agree, as the process for accomplishing the projects and activities funded through the Authority, that the Authority Board of Directors' (hereinafter "PPRTA Board") primary responsibility will be the management and disbursement of funds generated by the Authority, and the activities that support those functions. The PPRTA Board will determine annual appropriations and the order in which projects shall be funded for transportation capital improvements, in accordance with the applicable ballot language, November 2, 2004 or November 6, 2012, as amended by the November 7, 2017 ballot language, or November 8, 2022, and based on recommendations from the Parties. Each Party shall determine the appropriation amounts for maintenance activities which are funded under this Agreement located within its boundaries (which for purposes of the County shall be all unincorporated areas of the County). Colo. Spgs. shall determine the appropriation amounts for transit activities which are funded under this Agreement. The Authority shall implement the Authority's transportation capital, maintenance, and transit projects through subsequent intergovernmental agreements between the Authority and the various Parties for the expenditure of Authority funds on behalf of the Authority. The Parties, in carrying out these intergovernmental agreements, may contract on the Authority's behalf with other governments or private businesses to expend Authority funds for the purpose of implementing those projects.

5.0 **Allocation of Revenues.** The Authority shall pay its administrative expenses from the gross revenue generated by the tax authorized under Section 7.2 of this Agreement. Administrative expenses shall not exceed one percent (1%) of the gross revenue generated. All remaining funds, including earnings generated by such funds, shall be considered net revenue. The net revenue generated by the Authority shall be allocated to funding specific projects in the following percentages:

5.1 Transportation capital improvements - fifty five percent (55%) of net revenue. Such projects are specified in the applicable ballot language and the Authority shall not expend transportation capital improvement funds except in accordance with the applicable ballot language. This component was originally set to sunset ten (10) years after the first collection of the one percent (1%) sales tax approved by voters at the general election on November 2, 2004 (on December 31, 2014), but was extended for an

additional ten (10) years by approval of the voters at the general election on November 6, 2012 (to sunset December 31, 2024), and amended by approval of the voters at the general election on November 7, 2017. This component was further extended for an additional ten (10) years by approval of the voters at the general election on November 8, 2022 (to sunset on December 31, 2034).

5.1.1 Transportation capital improvement funds shall be distributed for the projects specified in the applicable ballot language and only in such amounts that will fund the entire Authority cost of each project, at such time and in such manner as shall be determined by the PPRTA Board. Upon completion of the projects on the “A” list of the applicable ballot question, and in order to ensure each member with projects on the “B” list will receive their proportionate share of funds received, allocation of funding in each calendar year for projects on the “B” list of the applicable ballot question shall be proportional to the population of the applicable members of the Authority. These transportation capital improvement funding percentages shall be adjusted after each decennial Federal Census, effective January 1<sup>st</sup> of the year after the results of each decennial Federal Census are made available.

5.1.2 Any funds from tax revenues generated before January 1, 2015 and remaining in the transportation capital improvement fund after December 31, 2014 shall be used to complete remaining listed transportation capital improvement projects from the November 2, 2004 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first. Any funds generated after December 31, 2014 and remaining in the transportation capital improvement fund after December 31, 2024 shall be used to complete remaining listed transportation capital improvement projects from the November 6, 2012 ballot language as amended by the November 7, 2017 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first. Any funds generated after December 31, 2024 and remaining in the transportation capital improvement fund after December 31, 2034 shall be used to complete remaining listed transportation capital improvement projects from the November 8, 2022 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first.

5.1.3 Any Party joining this Agreement after January 1, 2005, is ineligible for transportation capital improvement funding as authorized by the November 2, 2004 ballot language. Any Party joining this Agreement after January 1, 2013, is ineligible for transportation capital improvement funding as authorized by the November 6,

2012 ballot language. Any Party joining this Agreement after January 1, 2023, is ineligible for transportation capital improvement funding as authorized by the November 8, 2022 ballot language.

- 5.2 Maintenance - thirty five percent (35%) of net revenue. Within this category, the funds will be allocated to each Party based on the most recent decennial Federal Census. These maintenance funding percentages shall be adjusted after each decennial Federal Census, effective January 1<sup>st</sup> of the year after the results of each decennial Federal Census are made available, and shall be proportional to the population of the various members of the Authority. The Authority shall not expend maintenance funds for any other purpose.
  - 5.2.1 The first funds available for use in maintenance activities shall be available on or after April 1, 2005.
  - 5.2.2 Upon acceptance of a new Party to this Agreement, the Authority shall adjust funding within this category to be proportional to the population of the various members of the Authority, using the most recent decennial Federal Census. Such adjustment must be completed prior to January 1<sup>st</sup> of the year following acceptance of a new Party to this Agreement.
  - 5.2.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), maintenance funding shall be allocated 77.78% of the net revenue, divided in the percentages previously determined.
- 5.3 Transit - ten percent (10%) of net revenue. Transit funds shall only be used to implement Colo. Spgs. sponsored transit activities. The Authority shall not expend transit funds for any other purpose.
  - 5.3.1 Transit funding shall be available for use on or after April 1, 2005.
  - 5.3.2 Any Party joining this Agreement after January 1, 2005 is ineligible for transit funding. However, those Parties may receive transit service provided by Colo. Spgs.
  - 5.3.3 Following the sunset of the transportation capital improvements portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), transit funding shall be allocated 22.22% of the net revenue.

6.0 **Board of Directors.** The PPRTA Board is vested with all legislative and management power of the Authority.

- 6.1 The PPRTA Board shall consist of three (3) Directors appointed by the County Board, who shall be County Commissioners; three (3) Directors appointed by the Colo. Spgs. Council, who shall be Colo. Spgs. Councilmembers; one (1) Director appointed by the Manitou Council, who shall be a Manitou Councilmember; one (1) Director appointed by the GMF Trustees, who shall be a Board member/Trustee; one (1) Director appointed by the Ramah Trustees, who shall be a Board member/Trustee; and one (1) Director appointed by the Calhan Trustees, who shall be a Board member/Trustee. The various boards and councils shall select and appoint their Directors in any lawful manner determined by the respective Board or Council, provided such Director is eligible for appointment under Section 6.3 of this Agreement. The PPRTA Board shall continue to consist of three (3) County Directors, three (3) Colo. Spgs. Directors, one (1) Manitou Director, one (1) GMF Director, one (1) Ramah Director, and one (1) Calhan Director until modified as provided in Section 6.2.
- 6.2 Additional Directors of the PPRTA Board shall be appointed by the governing body of any Party which joins this Agreement, or if the State of Colorado joins this Agreement, such member shall be appointed by the Governor of the State of Colorado. Any new Party or the State of Colorado shall be entitled to appoint one (1) Director to the PPRTA Board upon joining this Agreement. Any director appointed by the State of Colorado shall be a non-voting member.
- 6.3 Any City Councilmember, County Commissioner, or Town Board member/Trustee of a Party may be appointed by that Party's governing board to the PPRTA Board. If the State of Colorado becomes a Party, the Governor may appoint any elector of the State of Colorado to the PPRTA Board.
- 6.4 All Authority Directors shall serve without compensation.
- 6.5 The term of office for an individual Authority Director shall be one (1) year, and all terms shall commence on January 1<sup>st</sup> and terminate on December 31<sup>st</sup> of each calendar year. Any Director appointed by the Governor of the State of Colorado shall serve such term as may be specified by the Governor.
- 6.6 Any Director may be removed from the PPRTA Board by a majority vote of the members of the governing body appointing such Director to the PPRTA Board. Any Director may voluntarily resign from the PPRTA Board.

- 6.7 Any vacancies on the PPRTA Board shall be filled by the appointing body in such manner as it may determine, provided such Director is eligible for appointment under Section 6.3 of this Agreement, but in any event, within thirty (30) days of the creation of a vacancy.
- 6.8 A Director shall disqualify himself or herself from voting on any issue with respect to which the Director has a conflict of interest, unless the Director has disclosed the conflict of interest in compliance with Section 18-8-308, C.R.S.
- 6.9 Any Party may name an alternate Director who may vote in place of any absent or disqualified Director.
- 6.10 The PPRTA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:
- 6.10.1 **Chairperson**, a Director who shall preside over all meetings of the PPRTA Board, may sign all contracts and agreements of the Authority, and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Bylaws of the Authority or by the PPRTA Board.
- 6.10.2 **Vice-Chairperson**, a Director who shall serve as Chairperson, in the Chairperson's absence or during the Chairperson's inability to act. The Vice-Chairperson shall have such other duties as may be defined by the Bylaws of the Authority or by the PPRTA Board.
- 6.11 In addition, the PPRTA Board shall appoint a Secretary, who shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Bylaws of the Authority or by the PPRTA Board. The Secretary may be an employee of the PPRTA Board, an independent contractor, or a volunteer.
- 6.12 The Authority officers shall be elected by a majority vote of all Directors.
- 6.13 The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same governmental body. Only Directors appointed by Colo. Spgs. or the County are eligible for selection as Chairperson or Vice-Chairperson.
- 6.14 The PPRTA Board shall meet no less than twice per calendar year. Meetings will be held at the Pikes Peak Area Council of Governments offices, or such other location as may from time to time be designated by the PPRTA Board. Notice of meetings shall be posted in such place and manner as determined

by the Bylaws of the Authority, in accordance with the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S.

- 6.15 A majority of the PPRTA Board shall constitute a quorum. No official action shall be taken by the PPRTA Board unless a quorum is present at a meeting. Any action taken by the PPRTA Board shall be approved by a simple majority of the total number of votes assigned to those Directors present and voting, except as may otherwise be provided for in this Agreement. Directors appointed by the County Board and the Colo. Spgs. Council shall each be assigned one (1) vote. Directors appointed by the Manitou Council, the GMF Trustees, the Ramah Trustees, the Calhan Trustees and any governing body of a Party joining on or after January 1, 2023 shall each be assigned a vote calculated as follows: three (3) divided by the current number of Parties to the Agreement other than the County and Colo. Spgs. By way of example, as of January 1, 2022 this formula would yield  $3 / 4 = 0.75$  vote each. If one additional Party joins this Agreement this formula would yield  $3 / 5 = 0.6$  vote each. Any Director appointed by the Governor of the State of Colorado shall not be counted towards quorum requirements and shall not vote on any action.
- 6.16 The PPRTA Board may promulgate policies and procedures that govern its conduct.
- 6.17 The proceedings of the PPRTA Board shall comply with all provisions of the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S., and shall provide opportunities for public input by, at minimum, permitting the public to address the PPRTA Board in open meetings. The PPRTA Board shall adopt procedures for calling emergency meetings.
- 6.18 The PPRTA Board shall appoint a citizen advisory or citizen oversight committee and define the duties thereof.
- 6.19 **Board Powers.** The PPRTA Board may exercise the following powers:
  - 6.19.1 Adoption of such bylaws as it deems necessary;
  - 6.19.2 Fixing the time and place of meetings and the method of providing notice of such meetings;
  - 6.19.3 Making and passing such orders and resolutions necessary for the government and management of the affairs of the Authority and the execution of the Authority's powers;
  - 6.19.4 Adoption and use of a seal;

6.19.5 Maintaining offices at such place or places as the PPRTA Board may designate;

6.19.6 Contracting for professional services as deemed necessary to administer and implement the purposes of this Agreement;

6.19.7 Prescribing methods for auditing and allowing or rejecting claims and demands, or for acquisition of equipment; and

6.19.8 Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by this Agreement.

6.20 **Annual Audit.** The PPRTA Board shall provide for an annual financial audit.

7.0 **Powers of the Authority.** The Authority, acting through the PPRTA Board, shall have only the following powers:

7.1 To fund transportation capital improvements, maintenance and operations, and transit services, within the boundaries of the Authority, as restricted by Section 5 of this Agreement, using funds obtained pursuant to Section 7.2, below, based on annual recommendations from the Parties, and consistent with Section 5.1 of this Agreement;

7.2 In accordance with the approval of a majority of voters residing within the boundaries of the Authority on November 2, 2004 and November 6, 2012, to levy sales and use taxes at a rate of one percent (1%). Following the sunset of the capital transportation improvement portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), the Authority shall levy forty-five one-hundredths of one percent (0.45%) sales and use taxes, for the purposes of maintenance, operations, and transit;

7.3 To invest or deposit any revenue as provided for by Section 43-4-616, C.R.S.;

7.4 To sue and to be sued;

7.5 To have perpetual existence;

7.6 To enter into contracts and agreements affecting the affairs of the Authority;

7.7 To fund, construct, operate, or maintain rural transportation systems (now regional transportation systems) within the Authority's boundaries;

- 7.8 To purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and any interest therein including easements and rights-of-way;
  - 7.9 To accept real or personal property for the use of the Authority and to accept gifts and conveyances upon the terms and conditions as the PPRTA Board may approve;
  - 7.10 To contract with a person or persons to assist the PPRTA Board with administrative, accounting, and financial services which may be required to carry out the duties enumerated in this Agreement, or to contract with any person or persons authorized under Section 6.19.6 of this Agreement. The Parties intend for the Authority to contract with the Pikes Peak Area Council of Governments to provide these administrative and accounting services, as well as a PPRTA Board secretary and a financial officer; and
  - 7.11 In no event shall the Authority be authorized to exercise the power of eminent domain, issue bonds, impose motor vehicle registration fees, or impose any visitor benefit tax that may otherwise be permitted under law. The Authority shall not accept any Highway User Tax Funds from the State of Colorado.
- 8.0 **Boundaries.** The legal boundaries of the Authority are as follows:
- 8.1 All unincorporated areas within the boundaries of El Paso County, Colorado;
  - 8.2 The corporate limits of the City of Colorado Springs, as comprised on January 1, 2005, and as may be comprised in the future;
  - 8.3 The corporate limits of the City of Manitou Springs, as comprised on January 1, 2005, and as may be comprised in the future;
  - 8.4 The corporate limits of the Town of Green Mountain Falls, as comprised on January 1, 2005, and as may be comprised in the future;
  - 8.5 The corporate limits of the Town of Ramah, as comprised on January 1, 2009, and as may be comprised in the future;
  - 8.6 The corporate limits of the Town of Calhan, as comprised on January 1, 2022, and as may be compromised in the future; and
  - 8.7 Additional territory shall be included in, or excluded from, the Authority boundaries by following the procedures in Section 12 of this Agreement.

9.0 **Effective Date.** This Agreement first became effective upon certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to Section 43-4-603(1), C.R.S., after the approval of the majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF, at the general election held on November 2, 2004. The First Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 6, 2012 election. The Second Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 7, 2017 election. The Third Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees. The Fourth Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees. The Fifth Amended and Restated Intergovernmental Agreement shall become effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, the Ramah Trustees, and the Calhan Trustees and the passage of the ballot measure certified by the PPRTA Board for the November 8, 2022 election. The Agreement shall continue in full force and effect until terminated.

9.1 The Agreement may be terminated only upon the unanimous agreement of the Parties. Such agreement shall be expressed by vote of the governing bodies of every signatory to the Agreement. Such vote must be approved by unanimous consent of the membership of each governing body. The Authority shall continue for a period of ninety (90) days following the final vote to terminate the Agreement, at which time the Authority and the Agreement shall be terminated.

10.0 **Disposition of Assets Upon Termination.** The State of Colorado is ineligible for any distribution of property under this Section. Upon any termination of the Authority pursuant to Section 9, the following method shall be used to distribute, dispose of, or divide the assets of the Authority:

10.1 Any real property interest or fixtures to real property shall become the property of the Party in whose jurisdiction such real estate or fixture is located. If property is located within a jurisdiction that is no longer a Party to the Agreement, it shall become the property of the County.

10.2 Any personal property shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts. Such funds shall be divided among the Parties to the Agreement based upon the

number of persons residing in the jurisdiction of each Party, relative to the total number of persons residing in the Authority's boundaries, expressed as a percentage.

- 10.3 Any other property not addressed above shall be distributed to one or more Parties to the Agreement, as determined by the PPRTA Board members prior to termination of the Authority.
- 11.0 **Amendment of Agreement.** This Agreement may be amended upon the unanimous consent of all Parties. Such consent shall be manifested by a two-thirds affirmative vote of the membership of the governing body of each Party. This Section is inapplicable to additions or deletions of territory under Section 12 of the Agreement. Section 9.1 of this Agreement may only be amended by a unanimous vote of the membership of the governing body of each Party.
- 12.0 **Addition or Deletion of Parties and Territory to this Agreement.**
- 12.1 Any municipality (as defined by Section 31-1-101(6), C.R.S.), or any county organized under the laws of the State of Colorado, may request to become a Party to this Agreement and a member of the Authority.
- 12.2 An entity described in Section 12.1 may request to be added as a Party to this Agreement, and its corporate boundaries to be added to the territory of the Authority, upon a majority vote by the governing body of such municipality or county. The governing body shall place the matter on the ballot for approval of a majority of voters residing in such jurisdiction at any general or special election requesting approval to join the Authority.
- 12.3 In no event shall an additional municipality or county become a Party to this Agreement without the unanimous consent of the existing Parties. Such assent shall be determined by a majority vote of the governing bodies of each existing Party.
- 12.4 Any Party may terminate its participation in the Authority by passage of a resolution of the governing body of the political subdivision, provided such resolution is passed by a two-thirds majority of the membership of the governing body.
- 12.4.1 In no event may a Party withdraw from the Agreement which, if such withdrawal were effective, would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties. In such cases, termination of the Authority is appropriate and must be pursued as provided for in this Agreement.

- 12.5 The PPRTA Board shall take the following actions to include Parties and additional territory within the Authority, or prior to deleting any Party and territory from the Authority:
- 12.5.1 Notice of the proposed inclusion or exclusion shall be published in a newspaper of general circulation within the Authority boundaries. Such notice shall be mailed to the State of Colorado Department of Local Affairs, Division of Local Government; to the Colorado Transportation Commission; and to the owners of all property to be included or excluded at the last known address described for the owners in the real estate records of the county in which the property is located.
  - 12.5.2 Such notice shall describe the property to be included or excluded, shall specify the date, time, and place at which the PPRTA Board shall hold a public hearing on the proposed inclusion or exclusion, and shall state that persons objecting to the inclusion or exclusion may appear at the public hearing to object to the proposed inclusion or exclusion. The date of public hearing shall not be less than twenty (20) days after the mailing and publication of the notice.
  - 12.5.3 The PPRTA Board shall, on the date and at the time specified, hear all objections to the proposed inclusion or exclusion.
  - 12.5.4 The PPRTA Board may adopt a resolution including or excluding the described property upon the affirmative vote of two-thirds of the total number of votes assigned to the Directors. The PPRTA Board shall file the resolution with the Director of the State of Colorado Department of Local Affairs, Division of Local Government.
  - 12.5.5 The PPRTA Board may adjust the territory of the Authority as listed in Section 8 following approval under this Section as a ministerial act, and such act shall not constitute an amendment of this Agreement under Section 11.
- 12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1<sup>st</sup> of the year following the passage and filing of a resolution as required by Section 12.5.4 of this Agreement.

**[Remainder of this page is left intentionally blank.]**

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

EL PASO COUNTY, COLORADO

\_\_\_\_\_  
Stan VanderWerf, Chair  
Board of County Commissioners  
Date: \_\_\_\_\_

CITY OF COLORADO SPRINGS

\_\_\_\_\_  
John W. Suthers, Mayor  
Date: \_\_\_\_\_

CITY OF MANITOU SPRINGS

\_\_\_\_\_  
John Graham, Mayor  
Date: \_\_\_\_\_

TOWN OF GREEN MOUNTAIN FALLS

\_\_\_\_\_  
Todd Dixon, Mayor  
Date: \_\_\_\_\_

TOWN OF RAMAH

\_\_\_\_\_  
Dennis Carpenter, Mayor  
Date: \_\_\_\_\_

TOWN OF CALHAN

\_\_\_\_\_  
Roger Lemesany, Mayor  
Date: \_\_\_\_\_

ATTESTED TO:

\_\_\_\_\_  
El Paso County Clerk and Recorder

\_\_\_\_\_  
Colorado Springs City Clerk

\_\_\_\_\_  
Manitou Springs City Clerk

\_\_\_\_\_  
Green Mountain Falls Town Clerk

\_\_\_\_\_  
Ramah Town Clerk

\_\_\_\_\_  
Calhan Town Clerk

APPROVED AS TO FORM:

---

El Paso County Attorney

---

Colorado Springs City Attorney

---

Manitou Springs City Attorney

---

Green Mountain Falls Town Attorney

---

Ramah Town Attorney

---

Calhan Town Attorney

DRAFT



**Green Mountain Falls**  
COLORADO  
OFFICE OF THE MAYOR

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

June 3, 2022

Interstate Parking Company of Colorado, LLC  
1610 Wynkoop Street, Suite 600  
Denver, CO 80202

Attn: Gareth Lloyd

**Re: Termination of Parking Management Agreement dated May 4, 2021**

Dear Mr. Lloyd,

This letter serves as notice of termination of the above-referenced Parking Management Agreement pursuant to Section 2.2 of the Agreement. Under the Agreement, Interstate Parking Company of Colorado, LLC ("Interstate") agreed to manage, operate, and maintain the Parking Facilities in the Town. As of the date of this letter, Interstate has failed to reinstall facilities that were stolen or damaged, including the kiosk and signage, and has failed to begin operating and managing the Parking Facilities. Additionally, Interstate has represented that the parking program in its current state is not financially viable. The Town believes it is in the mutual interest of the Parties to terminate the Agreement at this time and revisit a parking program in the Town at a later date.

The Town reserves the right to receive all services, compensation and other fees owed to it under the Agreement through this termination date.

Sincerely,

Todd Dixon, Mayor

c: Jessica Hindmarch, [jhindmarch@interstateparking.com](mailto:jhindmarch@interstateparking.com) (via email)

**Parks, Recreation, and Trails Advisory Committee  
Agenda Memorandum**

<b>DATE: 5.25.2022</b>	<b>AGENDA NO 10</b>	<b>SUBJECT:</b> Application for a GOCO concept grant
<b>Presented by:</b> PRT - Jesse Stroope, PRT Chair		
<b>Attachments:</b> GOCO grant application and information		

**Background**

On 5.25.2022, at a work session moderated by TM Frank, the Parks, Recreation and Trails (PRT) Committee moved and unanimously passed a recommendation to the Board to allow the PRT, with the help of town staff, to apply for a Great Outdoors Colorado (GOCO) concept grant to establish a PRT Master Plan.

**Discussion**

At the 4.13.2022 PRT meeting, Chris Aaby, Southern Frontrange Program Officer for GOCO, gave a presentation on grants available from GOCO. Chris covered who can apply for GOCO grants, what various grants are available and the grant process. There are three yearly opportunities to apply for grants, August, October and February. More information is on <https://www.goco.org/programs-projects/our-grant-programs>. As a Program Officer, Chris is there to help guide applicants through the grant process.

At the 5.11.2022 PRT meeting, PRT scheduled a work session on 5.25.2022 to discuss the GOCO grant application.

At the 5.25.2022 PRT work session, moderated by TM Frank, PRT learned what was needed for the grant application and the timeline (see attached). This initial grant will be to develop a RFP for a contractor to assist the PRT with developing a PRT Master Plan that would supplement the 2019 Comprehensive Plan. There is no town financial match for this grant. The PRT would assist town staff with the writing of the grant. The PRT understands the need for a PRT Master Plan to apply for future grants. The committee also understands the need for community input and buy in which will make a more successful Master Plan.

**Recommended Motion**

I move to approve for the PRT committee, with town staff assistance, to apply for a concept GOCO grant to establish a PRT Master Plan.

**Alternative Options**



# PLANNING & CAPACITY PROGRAM

Great Outdoors Colorado's (GOCO) Planning & Capacity Program will invest in planning, capacity, research, and education projects that address opportunities, explore issues, and examine trends in the outdoors. The broad, complex natural resource and outdoor recreation needs of Colorado's communities requires a program that values thoughtful, comprehensive planning efforts to best understand the needs and opportunities and to design adequate strategies and solutions.

We believe that people are our partners greatest assets, and that human capital is vital to the success of our partners and, ultimately, our communities. GOCO will invest in capacity building and education efforts intended to support partners with resources, tools, and skills helpful in advancing their work in service of the people and places of Colorado. Through this program, GOCO will also invest in research projects that develop knowledge and facilitate learning, as well as community engagement and education efforts to develop and foster networks, partnerships, and collaboratives.

Through this program, GOCO invites partners to apply for funding to develop local, regional, or statewide plans e.g. master plans, strategic plans, comprehensive site plans; to create organizational capacity in order to address a natural or recreational resource need; to research a conservation or recreation issue facing Coloradans; to provide educational opportunities to communities and partners for salient topics needing broad or targeted dissemination.

Proposed projects must reflect one or more of GOCO's program values as identified in our [2020 strategic plan](#) and outlined later in this document. These values are intentionally open to interpretation and definition by our partners; how they are or could be reflected in each project and community is unique. And not every project will integrate multiple values. Projects that demonstrate several values, as well as projects that embody a singular value, can have meaningful impacts and significant merit.

GOCO regional program officers look forward to working with partners on project visioning and development to ensure your valuable time is spent on projects that will compete well in this program. We know the needs of our statewide network are vast and we look forward to hearing your ideas and working with you to advance projects throughout Colorado.



**ABOUT US:** GOCO invests a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. Our independent board awards competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife. Created by voters in 1992, GOCO has committed more than \$1.3 billion in lottery proceeds to more than 5,300 projects in all 64 counties without any tax dollar support. For more information, please visit [www.GOCO.org](http://www.GOCO.org).

## General Guidance and Grant Information

**BEFORE YOU BEGIN:** Contact your GOCO regional program officer to discuss your project in detail using the contact information on our staff [webpage](#). Together, you will determine whether your vision will compete well in the Planning & Capacity Program.

**APPLICANT ELIGIBILITY:** This program is open to entities eligible to receive GOCO open space and local government funds as listed below. Ineligible entities can partner with an eligible entity to apply. GOCO will consider awarding funds to ineligible entities on a case-by-case basis; please contact your regional program officer to discuss. As always, GOCO strongly encourages partnerships.

- a. Colorado municipality or county
- b. Title 32 special district eligible to receive distributions from the Conservation Trust Fund
- c. Political subdivision of the State of Colorado that includes in its mission the identification, acquisition, or management of open space and natural areas
- d. 501(c)(3) non-profit land conservation organization that includes in its mission the identification, acquisition, or management of open space and natural areas, e.g., land trusts
- e. Colorado Parks and Wildlife

**APPLYING:** Applicants must first submit a concept paper in consultation with your GOCO regional program officer. GOCO will accept concept papers on a rolling basis up to the deadlines listed [here](#). Staff will collectively consider concept papers and invite the most competitive projects to submit a full application. GOCO may ask clarifying questions of applicants at the concept or application stage to better understand your project. We may also seek additional written information for certain proposals. The content of conversations and any additional information submitted become part of the concept or application and open for discussion during staff or peer review as a means of vetting the merit of individual projects.

**PROGRAM VALUES:** Projects should encompass one or more of GOCO's program values as identified in our [2020 strategic plan](#):



*Resource conservation* | We value strategic land conservation and resource protection work.

*Outdoor stewardship* | We support sustainability of and improvements to the state's natural and recreational resources.

*Community vitality* | We invest in conservation and outdoor recreation efforts that support communities and quality of life.

*Equitable access* | We partner with communities to break down barriers to the outdoors.

*Youth connections* | We believe children and their families deserve opportunities to get outside and experience all the benefits of doing so.

**GRANT AMOUNT AND MATCH REQUIREMENTS:** Grant amounts should reflect expected project outcomes. Please remember that GOCO serves communities throughout Colorado and appreciates applicants keeping requests reasonable and reflective of expected outcomes. Applicants will work with their GOCO regional program officer to customize a request and match amount for your project based on your community's ability to match and to identify expenses eligible as match.

**TIMELINE FOR COMPLETION:** Applicants will work with their GOCO regional program officer to customize a timeline for your project based on the various deliverables. GOCO will prioritize projects that will begin immediately upon notice of award or execution of a grant agreement.

**PROPERTY OWNERSHIP:** The applicant or partner entity must own or have control over the property upon which the proposed project will take place. GOCO requires a formal agreement between parties when the applicant is not the owner or controlling entity. Applicants seeking funding for projects involving federal land must discuss the proposal with GOCO staff prior to submitting a concept paper or application. GOCO cannot fund the recreational development of a property that a government entity condemned specifically for that recreational development. GOCO may consider participating in recreational development on lands previously acquired through condemnation for a purpose *other* than recreational development.

**WILDLIFE REVIEW:** Applicants should work with their GOCO regional program officer and the local CPW Area Wildlife Manager (AWM) to understand, document, and mitigate any impacts to wildlife habitat. GOCO's regional program officer will provide the wildlife review form along with AWM contact information, upon request and as a component of the application packet. We ask that you contact the AWM well in advance of the application deadline.



**ELIGIBLE COSTS AND MATCH:** The following table, though not comprehensive, outlines specific eligible costs for this program. Please discuss any potential project expenses with GOCO to determine the eligibility of those expenses prior to applying.

ELIGIBLE COSTS
Costs associated with project planning/coordination/implementation/communications/celebration
Staff expenses incurred by the applicant and any contracted service providers for professional services directly related to project outcomes and administration
Strategic planning and consulting services
Staff/board development, training, and workshops
Costs of surveys, engineering, design, GIS/mapping, etc.

**PROPOSAL REVIEW:** The guidelines and criteria that inform GOCO's project review and decision-making process is available on our website, GOCO's *Grantmaking Philosophy*. GOCO strives to support applicants through the application process with feedback and guidance to minimize the investment of time and resources on concepts and applications deemed less competitive. GOCO is committed to a fair, equitable, and efficient review process from concept papers to applications and will use a consensus-based process to arrive at funding recommendations. GOCO relies upon on the collective wisdom of reviewers rather than vesting power or authority in individual reviewers.

GOCO staff will review concept papers on a rolling basis, prior to the concept paper submission deadline for the concurrent grant cycle. The concepting stage is an iterative process between GOCO's regional program officers and partners to generate the best possible proposal for any given grant round. GOCO staff will evaluate the merit of each proposal and assess the project's relative potential to help advance one or more of GOCO's program values. The review is comprehensive across GOCO's four base programs – Community Impact, Stewardship Impact, Planning & Capacity, and Land Acquisition. GOCO staff will invite successful concept paper applicants to submit a full application and will provide feedback to unsuccessful applicants.

Invited applications submitted by the due date are subject to a formal peer review process where GOCO will convene a group of peer reviewers to evaluate project merit. Reviewers will assess each application, including any additional supplemental or clarifying information submitted. As with the concept paper review, GOCO will provide feedback to unsuccessful applicants.



## **Grant Administration Information**

If a grant is awarded, GOCO will assign a Grants Officer to work with the project lead on all aspects of grant administration including execution of a grant agreement, reporting criteria, and grant payment options.

GOCO prefers to disburse funds on a reimbursement basis with a single payment occurring when the project is completed. However, grantees can request one progress payment of up to 50% of the grant amount prior to project completion with the remaining 50% paid upon project completion. Should either reimbursement option create barriers for project completion, please discuss available alternatives, including advanced and partial advanced payments, with your regional program officer.

Please contact a Grants Officer now if additional grant administration information is a necessary consideration prior to application. You can find relevant contact information at the link below.

## **Contact**

Our Grant Programs team is available to discuss your project and proposal so feel free to reach out using the contact information found on our staff [webpage](#). We look forward to working with you!



PLANNING & CAPACITY PROGRAM  
**CONCEPT PAPER**

## Project Summary Information

Project Title:

Applicant Organization:

Applicant Name:

Partner Organization (if applicable):

Partner Name (if applicable):

Amount Requested:

Estimated Total Project Cost:

Estimated Grant Period (years):

Brief Project Description (limit to space provided, below)



Please submit a concise narrative using the following prompts. Responses need not follow the formatting below but should answer all considerations put forth. Please limit narrative responses to 2 pages:

- Describe the organization(s) leading this effort including mission(s), impact, current organizational goals, the respective roles each will play.
- Describe the proposed research, planning, or capacity project and the issue, need, and/or opportunity it will address. Discuss expected outcomes including the community and/or resources impacted.

## **Budget**

Please use the GOCO Budget Form provided on the [program page](#).



GOCO's fiscal year runs from July 1, 2022 to June 30, 2023. This is an at-a-glance view of important dates related to our grant opportunities in that window.

## TRIENNIAL GRANTS (RUNNING 3 TIMES PER YEAR)

### LAND ACQUISITION, COMMUNITY IMPACT, PLANNING & CAPACITY, STEWARDSHIP IMPACT, AND CENTENNIAL OPPORTUNITIES

	FIRST CYCLE	SECOND CYCLE	THIRD CYCLE
Concepts accepted up to:	August 4, 2022	November 3, 2022	February 2, 2023
Applications invited:	August 17, 2022	November 18, 2022	February 15, 2023
Application due dates:	September 15, 2022	January 5, 2023	March 20, 2023
Grants awarded:	December 9, 2022	March 2023	June 2023

## ANNUAL GRANTS (RUNNING ONCE PER YEAR)

### CONSERVATION SERVICE CORPS

RFP available: July 8, 2022  
Applications due to CYCA: August 29, 2022  
Grants awarded: December 2022

### FELLOWSHIP PROGRAM

Application available by request: August 10, 2022  
Applications due: October 6, 2022  
Grants awarded: December 9, 2022

*Please note that dates are subject to change. Additional info about remaining annual/partner programs, including RESTORE Colorado, is forthcoming.*

**Parks, Recreation, and Trails Advisory Committee  
Agenda Memorandum**

<b>DATE: 5.25.2022</b>	<b>AGENDA NO 11</b>	<b>SUBJECT:</b> Proposal for the Triangle Garden located at Olathe and Ute Pass Ave.
<b>Presented by:</b> PRT - Jesse Stroope, PRT Chair <b>Attachments:</b> Triangle Garden Proposal		

**Background**

On 5.25.2022, the Parks, Recreation and Trails (PRT) Committee moved and unanimously passed to recommend to the Board a proposal from Lisa Huizenga to re-landscape the Triangle Garden located at Olathe and Ute Pass Ave contingent on Public Works to help with labor, to have Trustee Guthrie as the point of contact for the Chamber of Commerce and with a budget up to \$400 dependent of town inventory.

**Discussion**

The Triangle Park has been deteriorating over the past years and the Chamber of Commerce would like to landscape and maintain that area. The re-landscaping will be done after the culvert is replaced on the road by the garden. The budget would include a plastic, terra cotta colored rain barrel (\$200) and topsoil/pea gravel (\$200). TM Frank checked town inventory and there is topsoil that could be used for this project. Plants at a cost of \$1500 will be donated. The Chamber would like to set up a community work day for volunteers to help with installation.

**Recommended Motion**

I move to approve the Triangle Garden proposal with Trustee Guthrie as the point of contact for the Chamber of Commerce.

**Alternative Options**

Consider other contingencies: Public Works ability to help with labor, budget consideration, community work day to help with installation.

Lisa Huizenga  
10775 Grandview Avenue  
Green Mountain Falls, CO 80819  
[Lmhuizenga@gmail.com](mailto:Lmhuizenga@gmail.com)  
719-205-1951

May 16, 2022

Proposal for re-landscaping "Triangle" bed at Olathe and Ute Pass Avenue

Dear Parks and Recreation Board,

The triangle bed has been deteriorating these last years. I was hoping to help organize an effort to rehab it. Needs:

- 1) New landscape timbers to border the bed. Preferably the timbers could be placed two timbers high to keep out the road gravel. This would have the added benefit of having a raised bed which would be helpful in improving the soil.
- 2) Soil amendment. Though xeric plants would be used, improved soil would help retain water and help the plants survive our arid climate
- 3) Removal of interior landscape timbers
- 4) Low water to no water xeric plantings. Examples of these plants are xeric grasses (Mexican Feather Grass/Stipa or Elijah Blue Fescue). Yellow and blue plantings such as Moonshine Yarrow, Penstemon Pinnefolias Mersea, Cat Mint (Little Trudy), Crazy Blue Perovskia, Native Milkweed, and Lambs Ear, Russian Sage, and/or Dwarf Rabbit Brush. These plants would be no taller than three feet tall to maintain visibility.
- 5) Low tech (no power) way to efficiently water the plants. This would be done by a rain barrel to be filled with buckets of water. A spigot from the gravity fed rain barrel would go into drip lines that directly water each plant. This unconventional system would save water and make watering the plants less labor intensive. Even low or no water plants need water their first 2 years.
- 6) Landscape fabric and mulch to keep out weeds.
- 7) Trim existing lilac bush per CSU extension guidelines.
- 8) Future consideration of a metal obelisk by Doyle Svenby
- 9) Installation of new landscape timbers
- 10) Soil delivery
- 11) Volunteers to disperse new soil, plant, water, and maintain the garden.

Costs

Landscape timbers and their installation...Town Maintenance ?  
Topsoil and it's delivery. Amount to be determined  
Rain barrel and irrigation lines....donated  
Plants....donated  
Labor....donated

It would be great to get this done in late May or early June. Deadline for opportunity to order donated plants is May 26. Thanks for your consideration of this proposal.

**Parks, Recreation, and Trails Advisory Committee  
Agenda Memorandum**

<b>DATE: 5.25.2022</b>	<b>AGENDA NO 12</b>	<b>SUBJECT:</b> Friends of Ute Pass Trails (FoUPT) trail maintenance proposal for June 18 work day
<b>Presented by:</b> PRT - Jesse Stroope, PRT Chair <b>Attachments:</b> Trail Maintenance Proposal		

**Background**

On 5.25.2022, the Parks, Recreation and Trails (PRT) Committee moved and unanimously passed to recommend to the Board a proposal from Friends of Ute Pass Trails (FoUPT) for trail maintenance on the Thomas Trail for a June 18 work day.

**Discussion**

The Friends of Ute Pass Trails have proposed the following as trail maintenance for the Thomas Trail: addressing the erosion at the Boulder St trailhead, addressing numerous exposed roots on the tread and clearing the corridor to prevent eye/trip hazards.

**Recommended Motion**

I move to approve the trail maintenance on Thomas Trail proposed by the Friends of Ute Pass Trails for a June 18th work day.

**Alternative Options**

## **Friends of Ute Pass Trails Proposed Trail Work: June 18, 2022**

Although our Friends will not begin the formal trail inspection process until the agreement is signed, based on informal observation I believe Thomas Trail will benefit most by addressing deferred maintenance.

Proposed June 18th work includes:

- addressing area of erosion above top of Boulder St. Treatment: Shoring up with log cribbing or rocks
- addressing numerous exposed roots on the trail surface. Treatment: remove roots and trip hazards. Hand saw or dig to remove
- Removing eye/trip hazards. Treatment: hand trim encroaching vegetation

Once the agreement between Town of GMF and FOUPT is in-place we will conduct formal inspections of all the hiking trails on Town of GMF land and provide you a recommended priority list for consideration.

Standing by for questions, thanks,  
Rocco

Rocco Blasi  
Friends of Ute Pass Trails  
719-331-3688



"Building Trails, Building Community"

## MEMO TO THE BOARD OF TRUSTEES

<b>DATE: 05.17.2022</b>	<b>AGENDA NO. 13</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Becky Frank, Town Manager		El Paso Teller Opioid Regional Abatement Council IGA

### Background:

- The AG settled a class action brought on behalf of the people of the State;
- The settlement is structured in a way that divides the state into regions, ours being “Region 16,” comprised of EPC and Teller;
- Regions are required to establish Regional Opioid Councils that create and implement two-year plans for expenditure of funds;
- Our policy group would have a voting and non-voting contingent, the idea being that it’s a lot easier to have a 18-year standing council of 14 people than over 40;
  - Voting group would include two EPC commissioners, EPC Sheriff, EPC Coroner, Teller Sheriff, one Teller commissioner, four Colorado Springs appointees, two small EPC municipalities and one small Teller municipality. See Pages 3-4 of the attached IGA for the rolling small municipality structure. You will note that voting membership among the smaller municipalities does not include GMF due to population.
  - At the outset, the non-voting group would include Public Health and DHS Directors from both counties and small municipalities listed on Pages 3-4 who are not part of the voting group. The Council has the ability, and is encouraged to appoint additional non-voting members. This tool could be used for a GMF representative.
  - Alternatively, GMF representatives are able to attend and speak at any meeting of the Council and provide input without being tied to ex officio Council membership.
- Purposes for the money are included in the attached PPT document. This information is pulled from state guidance and I anticipate that we will receive additional guidance as money starts actually flowing into the Council;
- The Council may consider appointing a facilitator – if staff is directed to pursue that option, County staff would issue an RFP and folks who are qualified/interested would be able to compete for that position;
- Finally, the 20% issue is also out there – if GMF is more comfortable establishing its own process for spending opioid settlement funds, 20% will be received directly unless your Council ops out, which allows 100% of GMF’s portion to be determined by the Council.

Let me know if this helps or if I can provide additional resources. I can also facilitate a meeting with Heidi Williams from the AG’s Office – she is able to speak to much more specific detail than I can.

Have a good evening.

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)	
<b>Voting</b>	Fountain	Manitou	Monument	
<b>Voting</b>	Monument	Fountain	Manitou	
<b>Non-Voting</b>	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)	
<b>Voting</b>	Woodland Park	Cripple Creek	Victor	
<b>Non-Voting</b>	Victor	Woodland Park	Cripple Creek	
<b>Non-Voting</b>	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



# State AG's Opioid Settlement Local Structure and Purpose



# Lawsuit and Settlement

- The Attorney General settled a lawsuit with opioid manufacturers and settlement money is being distributed by region;
- Our assigned region is comprised of El Paso and Teller Counties;
- Regions must enter an Intergovernmental Agreement between participating counties and municipalities to establish an opioid policy group that determines how money is expended.



# Proposed Policy Group

- Voting Group:
  - El Paso County Commissioners (two); Sheriff; Coroner;
  - Teller County Commissioner (one); Sheriff;
  - Fourth Judicial District Attorney;
  - Colorado Springs Mayoral Appointees (two); Council Appointees (two);
  - Two EPC small municipality representatives serving rotating two-year terms;
  - One Teller County small municipality representative serving rotating two-year terms.
- Advisory Group:
  - Both Counties' Public Health and DHS Directors;
  - Any municipality without a representative on the voting group at the time;
  - Voting Group appointees, including:
    - Behavioral health providers;
    - Treatment experts;
    - Community representatives (preferably with lived experience);
    - Harm reduction experts.



# Purpose 1: Prevention/Education

- Improve training for healthcare providers and pharmacies;
- Community prevention strategies and programs that address risk and protective factors;
- Expand public service initiatives to educate the public about responsible opioid prescribing and consumption;
- Expand public service initiatives to educate the public about effective non-opioid pain management;
- Implement or expand community-based programs to reduce stigma surrounding opioids;
- Partnerships that support persons with an opioid use and co-occurring disorders;
- Improve pre-neo-natal addiction prevention and education programs;
- Expand school programs and other youth support structures;
- Expand access to trauma-informed care and psychological support;
- Increase utilization of the Colorado prescription drug monitoring program;
- Expand community education and training about anti-diversion strategies, including drug take back programs, safe storage, and disposal programs;
- Expand training programs to prevent overdose deaths;
- Train first responders and law enforcement on handling fentanyl and other dangerous opioid drugs;
- Expand access to complimentary pain treatments for people living with acute and chronic pain



## Purpose 2: Treatment

- Expand access to treatment for opioid use disorder and co-occurring substance use disorders or mental health conditions;
- Improve treatment for pregnant women or parents with an opioid use disorder and co-occurring substance use disorders or mental health conditions;
- Improve pre-neonatal treatment;
- Improve support systems for youth affected by an opioid use disorder and co-occurring disorders or mental health conditions;
- Expand access to Medication-Assisted Treatment;
- Develop programs to recruit and retain addiction and mental health professionals;
- Expand trauma-informed treatment services;
- Collaborate with local business leaders to support employer-sponsored treatment strategies;
- Implement programs to recruit and retain addiction and mental health professionals from diverse backgrounds;
- Promote community outreach for treatment programs;
- Support efforts to engage unmotivated drug users to seek treatment;
- Implement a Hub and Spoke model to expand programs that provide “warm handoffs.”



## Purpose 3: Recovery

- Add and/or expand recovery programs in residential treatment facilities;
- Expand outpatient recovery programs that provide support or ongoing medication assisted and mental health treatment;
- Expand peer recovery coach programs;
- Expand supportive housing initiatives;
- Build networks of wrap-around service providers;
- Implement transportation services for recovery programs;
- Support the creation of recovery schools.



# Purpose 4: Criminal Justice

- Expand and support drug courts, including those inclusive of medication assisted treatment;
- Expand pre-incarceration treatment and recovery programs;
- Improve treatment and recovery services during incarceration;
- Encourage self-referral to law enforcement, first responders, and treatment and recovery providers;
- Train law enforcement and first responders on best practices when coming in contact with persons that are misusing opioids and/or injecting opiates and related substances;
- Train law enforcement and first responders about opioid use disorder and co-occurring disorders and mental health conditions;
- Expand post-incarceration treatment and recovery services.



# Purpose 5: Harm Reduction

- Expand access to opioid overdose reversal medications;
- Provide Community Reinforcement and Family Training;
- Support staffing, supply, and space needs for harm reduction organizations;
- Support mobile units that offer or provide referrals to harm reduction services;
- Training relevant professionals and other affected persons on harm reduction strategies;
- Create partnerships with stakeholders to educate and reduce the stigma of harm reduction;
- Provide testing for, and education on, infectious diseases transmitted by injecting opiates.



# Purpose 6: Rural Abatement

- Implement programs to recruit and retain addiction and mental health professionals;
- Increase access to rural treatment and recovery programs.



# Timing/amount of Funding

- Amount is still tentative; specifics should be provided within the next few weeks;
- Duration is 18 years, beginning mid-to-late 2022;
- Funding will be front-loaded with larger amounts toward the beginning with the last 10 years being much less.



# Sometime in May: 20% Opt -Out

- Specific funding amounts will be provided with 20% of that funding going directly to participating cities and counties;
- Cities and Counties will be given the opportunity to opt-out, meaning the 20% is redirected to the region;
- For those opting out, there will be an option to opt back in.



Kenny Hodges  
Assistant County Administrator  
KennyHodges@ElPasoCo.com | 719.520.7428

## MEMO TO THE BOARD OF TRUSTEES

<b>DATE: 06.03.2022</b>	<b>AGENDA NO. 14</b>	<b>SUBJECT:</b>
<b>Presented by:</b> Nate Scott, Town Clerk/Treasurer		Short Term Rental Policy

### **Background:**

In 2018, the Board of Trustees passed Ordinance 2018-04, establishing rules for short term rental governance. Since then, staff has received feedback and concerns about these policies and believes that more language in the code could provide clarity and better guidance for the management of such properties. Staff is requesting the Board consider a pause in new application approvals, pending more discussion in the form of a Board of Trustees work session with public input.

Currently, there are 46 active licenses. Ordinance 2018-04 defined a cap of 60. There are five properties currently in the application process. One has been a short term rental but was inactive due to a long term rental period and is applying to return to short term rental status. The others are new to the short term rental licensing process.

### **Issue Before the Board**

Does the Board of Trustees wish to pause approval of new short term rentals, and schedule a work session for further discussion?

### **Recommend action:**

Move to temporarily pause approval of short term rental applications, or not.

## Severity

H	<ul style="list-style-type: none"> <li>• Roads - Ice/Snow</li> <li>• Insufficient Financial reserves</li> <li>• Insufficient Ops Funds</li> <li>• Green Mtn Falls Rd Bridge Failure</li> <li>• Pedestrian Safety</li> </ul>	<ul style="list-style-type: none"> <li>• Insufficient Law Enf Staff</li> <li>• Wild Life Alerts</li> <li>• Inexperienced PW Staff</li> <li>• Criminal Activity Notifications</li> </ul>	<ul style="list-style-type: none"> <li>• Fire Evacuation</li> <li>• Fire Notification</li> <li>• Flood Evacuation</li> <li>• Flood Notification</li> <li>• Fire</li> <li>• Early Warning System Fires/Floods</li> <li>• Road Damage - Severe</li> <li>• Flood</li> <li>• Fire &amp; Flood Evacuation</li> <li>• Paved Roads not paved</li> </ul>
M	<ul style="list-style-type: none"> <li>• Parking in No Parking areas</li> <li>• Biz goes under</li> <li>• Disrespectful Visitors/Hikers</li> <li>• Traffic Control</li> <li>• Insufficient Signage</li> <li>• Gazebo Bridge Fails</li> </ul>	<ul style="list-style-type: none"> <li>• Pool Septic Fails Inspection</li> <li>• Not enough Town Hall staff</li> </ul>	<ul style="list-style-type: none"> <li>• New State Requirements and no \$ from State</li> <li>• Moderat Road Damage</li> </ul>
L	<ul style="list-style-type: none"> <li>• <del>Pedestrian Safety</del></li> <li>• No Code Enforcement Officer</li> <li>• Insufficient Code for Enforcement</li> </ul>	<ul style="list-style-type: none"> <li>• Night Lighting</li> </ul>	<ul style="list-style-type: none"> <li>• Mild Road Damage</li> </ul>
	L	M	H

Highlighted Items = Changed/Added from Work Session

Probability



## 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](http://www.gmfco.us)

To: Mayor and Board of Trustees  
From: David Douglas, FMAC Chair  
Re: Fire Mitigation Advisory Committee Report, May 3, 2022

### UPDATES

- COSWAP/MHYC grant to remediate 16.5 acres of GMF owned land above Mountain Avenue and Hondo along Thomas Trail has begun. Project expected to be in process through October 2022.
- Related to COSWAP/MHYC grant, GMF has responsibility for removal of slash and logs to meet the requirements of the grant. A volunteer team is being organized to perform the work in 2023.
- As part of its resident and property owner education initiative, FMAC will be part of the Green Box Mayor's Forum on July 3, 2022.
- FMAC is currently developing plans to address the following with respect to Wildfire Risk:
  - Education
  - Private Property Assessment
  - Homeowner Remediation assistance
  - GMF ROW Mitigation
  - Chipper Projects
  - Slash, logs, & debris removal

The objective is to write a SOW to define the initiative and Volunteer skills requirements prior to recruiting volunteers for execution of the initiatives.

- CUSP project to remediate 19 acres of GMF owned land above Hondo on the west end of Thomas trail began Monday, June 6 as well.
- FMAC will participate in Bronc Day with a booth to provide educational materials and information.