



Town of Green Mountain Falls

Regular Board of Trustee Meeting Agenda
10615 Green Mountain Falls Road
Tuesday May 2, 2023 at 7:00pm
Work Session at 6:00

Join Zoom Meeting:

<https://us02web.zoom.us/j/81903569717?pwd=OXNtZ0ZOelMrRThmNTR4MGtySHVuQT09>

Meeting ID: 819 0356 9717 Passcode: 592830 One tap mobile +17193594580

6:00-7:00 WORK SESSION

7:00 REGULAR MEETING

1. CALL TO ORDER/ TECH CHECK/ ROLL CALL /PLEDGE OF ALLEGIANCE
2. ADDITIONS, DELETIONS, OR CORRECTION TO THE AGENDA
3. CONSENT AGENDA
 - a. Approve Board of Trustees Meeting Minutes from 2023-04-04
4. PUBLIC COMMENT: 3 Minutes per speaker
5. BUSINESS ITEMS
 - a. UPES Adopt a Park Proposal
 - b. Bronc Day Vendor Waiver Request
 - c. National Library Week Proclamation
 - d. GMF HUD CDBG
 - e. Resolution 2023-06 Personnel Policies Manual
 - f. Planning Commission recommendations to BoT with proposed policy and resolution
6. DISCUSSION ITEMS
 - a. Liquor Tastings Information
 - b. PPRTA Report
7. CORRESPONDENCE

8. REPORTS

- a. Town Marshal
- b. Committees
- b. Town Clerk
- c. Town Manager
- d. Trustees

9. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
April 4, 2023 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Todd Dixon
Trustee Sunde King
Trustee Katharine Guthrie
Trustee Nick Donzello

Town Manager

Becky Frank

Town Clerk

Bo Ayad

Board Members Absent

Trustee Sean Ives

Town Attorney

Absent

Marshal's Dept.

Sean Goings

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

Mayor Dixon called the meeting to order at 7:03 p.m. The Pledge of Allegiance was recited. All Board members were present except for Trustee Ives.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Donzello made a motion, seconded by Trustee Guthrie, to accept the agenda with the change of moving the Town Clerks budget report to between item 5B & 5C.

Motion passed unanimously.

3. Public Comment

None

4. Consent Agenda

Trustee Donzello motioned to approve the minutes from 2023-03-07. Trustee Guthrie seconded the motion which passed unanimously.

5. Business

5A) Ordinance 2023-01 Second Reading and Approval. Mayor Dixon performed the second reading of the ordinance which allows GMF to adopt the new PPRBD Building Code. The motion to adopt by Trustee Donzello was seconded by Trustee Guthrie and approved unanimously.

5B) Child Abuse Prevention Month. Mayor Dixon read a Proclamation about Child Abuse Prevention Month. A motion to approve by Trustee Guthrie was seconded by Trustee Donzello and passed unanimously.

*** Town Clerk Reported on the Town Budget and the 1st Quarter standing of the three funds.

5C) PRTAC RREO Grant Request. Jesse Stroope of the Park, Recreation & Trails Advisory Committee presented an advise memo to the Board to request funding for enhancements to the existing dumpster blind project. Adding power, a concrete pad and recycling services are in the scope of the grant. A motion to approve was made by Trustee Donzello and seconded by Trustee Guthrie. Motion passes with 3 out of 5 approving and Trustee King abstaining and Trustee Ives absent.

5D) Special Events Permits. The Mayor discussed the administrative review and approval for similar permits where no alcohol will be served. Two current examples were displayed.

5E) National Flood Insurance. The Mayor highlighted the two recommendations made to the Town. Mayor Dixon motioned that the board accept the two recommendations and Trustee Donzello seconded the motion. Motion passes unanimously.

5F) Planning Commission Recommendations to the Board. The PC made 4 recommendations to the BOT including Resolution 2023-07. The Board decided to table the recommendations and the resolution until staff could draft and present a policy as an alternative to the resolution. All recommendations, the resolution and an alternative Town Policy will be discussed in a future meeting or work session.

5G) The Blue Moose Liquor License Renewal. Trustee Donzello motioned to approve the complete renewal application and Trustee Guthrie seconded the motion. Approved unanimously.

5H) PRT Advise Memo to the Board Regarding the Pool. Don Walker from the Park, Recreation & Trails Advisory Committee presented 3 possible plans to re-open the pool for Summer 2023. The Board voted on and approved the "3 Star Plan". A motion by Trustee Donzello was seconded by Trustee King and passed unanimously.

5I) FMAC Forestry Grant. David Douglas of the Fire Mitigation Advisory Committee made a presentation on the grant. The grant would cover tools like chain saws and repair dollars for the town chipper. Additionally, it funds training thru state agencies. A requisite of the grant is a town match of \$5,000. Trustee Donzello motioned to approve and Trustee Guthrie seconded. The motion passed unanimously.

6. Correspondence

None

7. Reports

The Town Marshal reported that body cams were in use. A hidden benefit with the body cams is their aid in training. Marshal Goings displayed a detailed spreadsheet of the number of calls per category that his office has responded to.

The Mayor reported on the recent work at Town Hall and mentioned that the Public Works Dept is down to one employee after another employee was injured recreating over the weekend. Mayor Dixon reported that the proposed Land Use Bill at the State level may not impact GMF.

8. Adjournment

At 8:29 PM Mayor Dixon called to Adjourn the meeting.

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

DATE: 5.2.2023	AGENDA NO	SUBJECT: UPES 4th and 5th Grade Adopt a Park Proposals
Presented by: Jesse Stroope, PRT Chair		
Attachments: UPES 4th and 5th Grade Adopt a Park Proposals		

Background

At their 4.28.2023 meeting, PRT unanimously voted to recommend to the Board to approve the Adopt a Park locations of the southwest bank of Gazebo lake and the front of the pool proposed by the Ute Pass Elementary School 4th and 5th graders and their teachers. PRT recommends that UPES compose a work plan, fill out town volunteer waivers and use PRT as their liaison.

Discussion

The Ute Pass Elementary School 4th and 5th graders and their teachers desire to beautify Green Mountain Falls by adopting the southwest bank of Gazebo lake and the front of the pool building. Their proposals (attached) detail what they agree to do at each area through two phases and continued commitment.

Recommended Motion

I move to accept the UPES Adopt a Park proposals.

The Board may have additional conditions than what the PRT is recommending: work plan, town volunteer waivers and PRT acting as liaisons.

Alternative Options

ADOPT A PARK AGREEMENT BETWEEN THE TOWN OF GREEN MOUNTAIN
FALLS AND 5TH GRADE AT UPES
4/28/2023

We propose that we should maintain the area next to the pool park as seen in figure 1. We propose this because we want to clear out all of the invasive plants and plant non invasive plants to make Green Mountain Falls a more enjoyable place.

We agree to do the following:

1. Clean up the trash
2. Plant non invasive plants
3. We promise to keep native plants in and non-native plants out.
4. We will buy the seeds, plants, and anything else needed for the area.
5. We will water, clean, trim and keep the plants well kept.

We will make Green Mountain Falls Pool Park a better and more enjoyable place.

Angelo A. Elena A. Elysa A. Gypsy B. Josiah C . Quade D.

Phoenix E. Abigail E. Elliott F. Henry H. Lilian M. Grady M.

Demarest M. Zephyr M. Kyle M. Miller O. Adame P. Emmie P.

Avery P. Harper S. Sawyer S. Hoyt W.

Figure 1:



First phase of site adoption:

- Remove old/dead organic material
- Remove/rearrange unneeded landscaping
- Remove invasive flora from site
- Prepping the site for growing
- Remove any inorganic material not needed

Second Phase:

- Adding native pollinating flora
- Herbs, vegetables, perennials

Continued Commitment:

- Necessary weeding/removal of organic material
- Clean/remove inorganic material
- Watering throughout the dry months while maintaining water wise practices

ADOPT A PARK AGREEMENT
BETWEEN THE TOWN OF
GREEN MOUNTAIN FALLS AND
UTE PASS ELEMENTARY 4TH GRADE CLASS
April 5th, 2023

This agreement is to allow Ute Pass Elementary 4th Graders to maintain the greenspace area on the southwest shore of the pond, as shown in Figure 1, for one year from the signing of this agreement. Additional work may be done in surrounding areas per 4th grade discretion. Barrett Weishiepl and Ute Pass agrees to the following:

1. We will plant native pollinators
2. We would pick up all the dog, and goose scat
3. We could refurbish benches and planters by staining them
4. We will remove the dead weeds and non-native invasive flora
5. With approval we would add flower planters

The following is requested from the Town:

- 1: A sign indicating that this area has been "adopted" or a sign designed at Ute Pass

This Agreement may be terminated at any time by either party.

2022'/2023' 4th Graders

Asher B.
Asher

Hazel F.

Edison B.

Thomas C.
Thomas

Elora C.
Elora

Bella C.
Bella

Kyce C
Kyce

Eden D.

Barrett D.
Barrett

Eddie K.
Eddie

Elsa L.

Ty M.
Ty

Claire M.
Claire

Jamison M.

Paxton P.
Paxton

Porter R.
Porter

Cassie S.
Cassie

Lincoln S.
Lincoln

Bo S.
Bo

Sofie S.

Tate S.
Tate

Amelia S.

Lois W.
Lois

Brayton V.
Brayton

Barrett Weishiepl

Figure 1



Adoption Phases

First phase of site adoption:

- Remove old/dead organic material
- Remove/rearrange unneeded landscaping
- Remove invasive flora from site
- Prepping the site for growing
- Remove any inorganic material not needed

Second Phase:

- Adding native pollinating flora
- Herbs, vegetables, perennials

Continued Commitment:

- Necessary weeding/removal of organic material
- Clean/remove inorganic material
- Watering throughout the dry months while maintaining water wise practices

Request to the Town of Green Mountain Falls to Waive Vendor License Fee for Bronc Day 2023

Date: May 2nd, 2023
Submitted by: Bronc Day Committee

Background

Bronc Day is a one day event that has been held every summer in Green Mountain Falls since 1939. The event is sponsored by the Ute Pass Chamber of Commerce and organized by the Bronc Day Committee. The Bronc Day Committee expects 50 to 60 vendors selling arts and crafts to register.

The Town of Green Mountain Falls requires vendors to apply for a Mobile Vendor License at the cost of \$50 for a year.

Request

Because the vendors participating in Bronc Day require only a single day of licensing, July 29th, 2023, the Bronc Day Committee, requests that the Town waive the fee.

Implementation

In the interest of efficiency and to encourage vendors pay the GMF 3% sales tax, we propose that the Committee submit a spreadsheet to the Town Clerk consisting of a contact name, email, phone, business name, Colorado State sales tax license number or 501(c)(3) number if applicable for each vendor a minimum of 7 business days before the event.

At the Town's discretion, a license number can be emailed to each vendor participant.

Sincerely,
Shelly Scott-Nash
Vendor Organizer
7095 Iona Ave
<https://www.broncdayfestival.org>
info@broncdayfestival.org

National Library Week- 2023 Proclamation

WHEREAS, libraries provide the opportunity for everyone to pursue their passions and engage in lifelong learning by cultivating spaces for belonging, personal growth, and strong communities;

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

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

WHEREAS, libraries adapt to the ever-changing needs of their communities, continually expanding their collections, services, and partnerships;

WHEREAS, libraries play a critical role in the economic vitality of communities by providing Internet and technology access, literacy skills, and support for job seekers, small businesses, and entrepreneurs;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

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

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

NOW, THEREFORE, be it resolved that I Mayor Todd Dixon proclaim National Library Week, April 23-29, 2023. During this week, I encourage all residents to visit their library to explore the wealth of resources available.

Economic Development Department

Crystal LaTier, Executive Director
719-520-6484
Economic Development Department
Nine East Vermijo Avenue
Colorado Springs, CO 80903
www.ElPasoCo.com

Board of County Commissioners
Holly Williams, District 1
Carrie Geitner, District 2
Stan VanderWerf, District 3
Longinos Gonzalez, Jr., District 4
Cami Bremer, District 5

April 21, 2023

Todd Dixon
Town of Green Mountain Falls
PO Box 524, 10615 Unit B, Green Mountain Falls Rd
Green Mountain Falls, CO 80819

Dear Mayor Dixon,

We are pleased to inform you that the U.S. Department of Housing and Urban Development (HUD) has notified El Paso County that it may re-qualify for designation as an Urban County; **notification from HUD is attached**. El Paso County intends to seek that re-designation and, if successful, will be eligible to receive an allocation of Community Development Block Grant (CDBG) funds for federal fiscal years 2024-2026. The goal of the Community Development Block Grant Program is to provide funds for decent housing and suitable living environments, along with the expansion of economic opportunities, principally for low- and moderate-income persons.

As an incorporated local government with an automatic renewing intergovernmental agreement (IGA) in effect, the Town of Green Mountain Falls is allowing CDBG funds to be utilized if included in the Urban County. Also, should El Paso County receive a percentage of HOME or ESG funding, incorporated communities that choose to participate in the CDBG program are automatically included in a HOME or ESG consortium with El Paso County. As a result of participation in the Urban County, the local government will be exempt from applying for CDBG funding from the State of Colorado or participating in other HOME or ESG consortiums. However, the Town of Green Mountain Falls has the right to be excluded from inclusion in the Urban County and terminate their renewing intergovernmental agreement with El Paso County. An election to be excluded is effective for the entire three-year period (2024-2026) unless the Town of Green Mountain Falls specifically elects to be included in a subsequent year.

We welcome the opportunity to discuss this further with the Town of Green Mountain Falls. HUD requires that the Town of Green Mountain Falls notify El Paso County and HUD in writing of its intent to be included or excluded from the Urban County by **May 12, 2023**. Attached, you will find drafts of inclusion and exclusion letters. Please copy the content of ONE of the letters onto official letterhead, sign, and return to our office, denoting your intent to either be included or excluded in the Urban County by **May 12, 2023**. Please electronically submit your letter to natashanorth@elpasoco.com. Failure to respond means the Town of Green Mountain Falls is considered part of the urban county for FYs 2024-2026, due to the automatic renewing IGA in effect. Feel free to contact us with questions.

Respectfully,



Natasha North
Project Manager
719-520-6448
NatashaNorth@elpasoco.com



Luke Houser
Community Development Analyst
719-520-6249
LukeHouser@elpasoco.com

CC: Becky Frank, Town Manager; Jennifer Schumann, HUD CPD Representative



U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:
All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-23-02
Issued: April 10, 2023
Expires: April 10, 2024
Supersedes: CPD Notice 22-07

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2024-2026

INTRODUCTION

This Notice establishes requirements, procedures, and deadlines to be followed in the urban county qualification process for FYs 2024-2026. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2024-2026, and to each state administering the State CDBG program which includes a potentially eligible urban county. If HUD Field Offices are notified later than the date of this Notice of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes the following seven attachments, lettered A-G, that contain listings of:

- Attachment A, all currently qualified urban counties;
- Attachment B, counties that requalify this qualification period (2024-2026);
- Attachment C, counties scheduled to qualify or requalify in FY 2024 for FY 2025-2027;
- Attachment D, counties scheduled to qualify or requalify in FY 2025 for FY 2026-2028;
- Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period;
- Attachment F, counties that may qualify as urban counties if metropolitan cities relinquish their status; and
- Attachment G, counties previously identified as eligible but that have not accepted urban county status.

Additions to Attachment B may be provided separately, should any counties be identified as potentially eligible for the first time in July 2023.

The schedule for qualifying urban counties is coordinated with qualifying HOME Investment Partnerships Program (HOME) consortia to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2024-2026 qualification period will start in March 2023 and run through September 15, 2023. This will provide HUD sufficient time before the September 30th deadline for FY 2024 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG Program. This Notice emphasizes the importance of completing all the steps of the urban county qualification/ requalification process by mid-September to ensure that there is no detrimental effect on the HOME consortia qualification/requalification process. Urban county worksheets will be accessible via Community Planning and Development's (CPD) Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide GMP system guidance for submitting urban county qualification data.

Section V.H., second paragraph, regarding Cooperation Agreements clearly delineates the fair housing and civil rights obligations to which urban counties and participating jurisdictions are subject. By this time, all existing urban counties should have incorporated the required language in their cooperation agreements regarding fair housing and civil rights obligations. Urban counties should review the language in their existing cooperation agreements regarding fair housing and civil rights obligations to determine whether they still need to revise their existing agreements. The use of automatically renewing cooperation agreements does not exempt existing urban counties from incorporating the required language in Section V.H. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Urban counties have the option of drafting a separate amendment to their existing agreements that includes these provisions rather than drafting a new cooperation agreement that contains the provisions. However, the separate amendment must still be executed by an official representative of each of the participating units of general local government and the urban county.

Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV. to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV. for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII. for details).

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended. This

requirement first arose as a result of discovering that units of general local government located within an urban county were trading CDBG funds for unrestricted local funds. Congress has prohibited this practice. Urban counties qualifying in 2023 for FYs 2024-2026 must incorporate this provision into cooperation agreements by revision or amendment. HUD will not accept any cooperation agreements or approve any urban county's qualification/requalification that does not incorporate this language.

Section F., Section VIII., Special Considerations addresses the implications of an incorporated unit of general local government dissolving and the effect it will have on the urban county qualification/requalification process.

Section G., Section VIII., Special Considerations addresses factors that arose during the 2017 qualification/requalification period regarding qualification of New York Towns as metropolitan cities.

The coronavirus pandemic has affected the urban county qualification and requalification processes, in that all required correspondence and documents must be transmitted electronically. To avoid delays, HUD encourages urban counties to begin the qualification and requalification processes upon release of this Notice to meet the deadlines in Section II., Qualification Schedule. Section II identifies correspondence that must be submitted in letter format on the appropriate letterhead rather than by email. Any properly executed letter (i.e., in letter format on the appropriate letterhead) may be transmitted as an attachment via email. If a properly executed letter is required, the Notice shall denote such requirement by indicating that the correspondence or notification must be "by letter." If not required, the Notice shall indicate that the correspondence or notification may be made "by letter or email."

Policy questions from Field Offices related to this Notice should be directed to Gloria Coates in the Entitlement Communities Division at (202) 402-2184 or gloria.l.coates@hud.gov. Data questions should be directed to Abubakari Zuberi in the Systems Development and Evaluation Division at (202) 708-0790 or abubakari.d.zuberi@hud.gov. Requests for deadline extensions should be directed to Gloria Coates. These are not toll-free numbers. The TTY number for both divisions is (202) 708-2565.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires January 31, 2025. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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Attachment B – Counties Scheduled to Requalify in 2023 for FYs 2024-2026

Attachment C – Counties Scheduled to Requalify in 2024 for FYs 2025-2027

Attachment D – Counties Scheduled to Requalify in 2025 for FYs 2026-2028

Attachment E – Counties Qualified through 2024 or 2025 That Contain Non-Participating Communities

Attachment F – Counties That May Qualify as Urban Counties if Metropolitan Cities Relinquish Their Status

Attachment G – Counties Previously Identified as Eligible But That Have Not Accepted Urban County Status

COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2024-2026

In accordance with 24 CFR § 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains the U.S. Department of Housing and Urban Development's (HUD) process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

To be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas;
2. Have a total combined population of at least 100,000 but fewer than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision, the county itself is still required to have a minimum population of 200,000 (excluding metropolitan cities) to be potentially eligible. However, the urban county does not have to include each unit of general local government located therein, provided that the number of persons in the areas where the county has essential powers and in units of general local government where it has signed cooperation agreements equals at least 100,000. In addition, those included areas must in the aggregate contain the preponderance of low- and moderate-income persons residing in the urban county (calculated by dividing the number of low- and moderate-income persons residing in the county by two and adding one). Metropolitan cities are not included in these calculations; or
3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended (the Act).

HUD must conduct a review to determine that a prospective urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX. for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

To receive an Entitlement Grant in FY 2024, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR § 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan is submitted by the urban county to cover both governmental entities for the CDBG program.

Pursuant to 24 CFR part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Solutions Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2023, through September 30, 2024. **An urban county's failure to submit its Consolidated Plan by August 16, 2024, will automatically result in a loss of CDBG funds for the 2024 program year (24 CFR § 570.304(c)(1)) and termination of its qualification as an urban county (24 CFR § 570.307(f)) unless Congress extends this deadline via statute.** The Consolidated Plan must meet all requirements of 24 CFR part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County Is in a HOME Consortium

Where UGLGs form a consortium to receive HOME funding, the consortium's lead entity submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR § 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development Plan (24 CFR § 91.215(f)), an Action Plan (24 CFR § 91.220) and the required Certifications (24 CFR § 91.225(a) and (b)) as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city and both jurisdictions wish to receive HOME funds, they must form a HOME consortium to become one entity for HOME purposes. [For additional information on the requirements for consortia agreements, see 24 CFR § 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).] Although an urban county as a member of a HOME consortium is only required to submit its own non-housing Community Development Plan, Action Plan and required certifications, the program responsibilities as stated in Section VII. of this Notice are important regardless of whether the urban county is a member of a consortium. In this regard and considering the requirement to submit its own affirmatively furthering fair housing certification per 24 CFR 91.225, an urban county is encouraged to work with the lead entity for the consortium in developing and seeing to the submission of a Consolidated Plan that reflects fair housing strategies and actions.

However, if the urban county is the lead entity rather than simply a participant in the HOME consortium, the urban county must submit the housing and homeless needs assessment, market analysis, strategic plan, and Action Plan on behalf of the consortium. The urban county and other entitlement communities that are members of the consortium must separately submit the certifications required at 24 CFR 91.225(a) & (b).

D. Synchronization of Urban County and HOME Qualification Periods

CDBG urban counties and HOME consortia qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the HOME consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR § 92.101(e). All consortium members must also have the same program year start date.

Urban counties have requested extensions until the middle to end of September to submit all required documents to the HUD Field Office because some of the governing bodies of units of government in urban counties do not meet during the summer months. When there are automatically renewing cooperation agreements, the urban county must submit a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county. Copies of any executed amendments to automatically renewed cooperation agreements (if any) and, if locally required, governing body authorizations must also be submitted.

Although flexibility exists to permit extensions in unusual situations, Headquarters will not grant any extensions past mid-September. Urban counties must factor in instances such as the meeting schedules of elected bodies of units of general local government while completing the requalification process, perhaps by submitting the cooperation agreement for execution before the summer recess begins. There are urban counties that are also completing the qualification/requalification process for HOME consortia at the same time they are completing the urban county qualification/requalification process. The qualification/requalification process for HOME consortia must be completed by the statutory deadline of September 30 for a HOME consortium to receive a formula allocation under HOME. If the urban county qualification/requalification process has not been completed by September 30, the consortium will not receive a HOME grant. To prevent this, all required documents must be received by HUD Field Offices by mid-September. This will allow Field Counsel time to review the cooperation agreements or amendments for legal sufficiency.

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedures for urban county qualification for the three-year qualification cycle of FYs 2024-2026. Unless noted otherwise, deadlines may only be

extended by prior written authorization from Headquarters. Deadlines in paragraphs D., E., G., and I. may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

- A. By May 5, 2023, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2023 for the 2024-2026 Qualification Period).
- B. By May 5, 2023, counties must notify, by letter, split places of their options for exclusion from, or participation in, the urban county (see Attachment B and Section III., paragraph D, for an explanation of split places).
- C. By May 5, 2023, counties must notify, by letter, each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election by letter (see paragraph E., below). HUD recommends that included units of government be advised that failure to respond means that they will be considered part of the urban county for FYs 2024-2026. Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county. Additionally, that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Moreover, while units of general local government may only receive a formula allocation under the HOME and ESG programs as part of the urban county, this does not preclude the urban county, or a unit of government participating with the urban county, from applying for HOME or ESG funds from the State, if the State allows.
- D. Section 854(c) of the AIDS Housing Opportunity Act was amended by the Housing Opportunity Through Modernization Act of 2016 (HOTMA) to preserve the continued eligibility of FY 2016 HOPWA formula grantees, including Wake County, North Carolina, which is the HOPWA grantee for the Raleigh, NC, Metropolitan Statistical Area. Wake County is the only urban county that receives a HOPWA formula award from HUD under this arrangement. HOTMA also amended section 854(c) to allow a HOPWA formula grantee to enter into an agreement with an eligible alternative grantee, including a unit of general local government (which includes a county), to receive and administer the HOPWA formula allocation in its place. More information is available in Notice CPD-17-12, available at: <https://www.hudexchange.info/resources/documents/Notice-CPD-17-12-Implementation-of-HOTMA-Changes-to-the-HOPWA-Program.pdf>

A county that is already qualified as an urban county for FY 2024 (see Attachment E, Counties Qualified through 2024 or 2025 that Contain Nonparticipating Communities) may

elect to notify, by letter, nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H., below).

- E. By June 12, 2023, any county which has executed cooperation agreements with no specified end date is required to notify, by letter, affected participating units of government that the agreement will automatically be renewed unless the unit of government notifies the county by letter by July 7, 2023, (see paragraph F., below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). A failure by a unit of government to respond by the July 7, 2023, deadline means that the unit of government is required to remain with the urban county for FYs 2024-2026. Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.
- F. By June 12, 2023, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, by letter, that it elects to be excluded. Potential new entitlement cities are identified by the Census Bureau on or around July 1. Any unit of general local government that met metropolitan city status for the first time in a requalifying urban county will be given additional time to decide whether it wants to be included or excluded since it will be notified of its status after the July 21 deadline (see Section VIII.E.). Any extension of this deadline must be authorized by letter or email by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.
- G. By July 7, 2023, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2024-2026 qualification period must notify the county and its HUD Field Office by letter that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- H. By July 7, 2023, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office by letter that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office by letter by this date. Any unit of general local government that meets metropolitan city status for the first time and is notified in early July by HUD thereof will have until August 18, 2023, to comply

with the requirements of this paragraph. A potential metropolitan city that chooses to accept its entitlement status but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by letter by July 28, 2023. Any extension of this deadline must be authorized by letter by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by email or telephone.

- I. By July 14, 2023, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office by letter that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- J. By July 28, 2023, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail (Abubakari.D.Zuberi@hud.gov) whether cities that are already identified as potentially eligible metropolitan cities elect to defer or accept their status. For units of general local government that meet metropolitan city status for the first time and are notified in early July thereof (as discussed in paragraph H., above), they must elect to defer or accept their status by August 18, 2023. For units of general local government notified in early July of their status as potential new metropolitan cities, Field Offices have until September 8, 2023, to notify the Systems Development and Evaluation Division of their decisions.
- K. By August 4, 2023, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV., Documents to be Submitted to HUD. Any extension of this deadline must be authorized by letter or email by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division and Field Counsel must be notified by email or telephone if an extension of more than seven days is needed. For HOME program purposes, the urban county configurations are final as of September 30 of every year. The HOME deadline is statutory and cannot be extended.
- L. By August 25, 2023, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph N. The Entitlement Communities Division should be notified by email or telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV., paragraph E.), review of such opinion by Field Office Counsel is optional. However, Field Counsel must review the agreement to ensure that**

any new requirements implemented by statute or regulation are incorporated into the agreement or added by an amendment to the agreement.

- M. During July, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.
- N. By August 25, 2023, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2024 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). **THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.**
- O. By September 8, 2023 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, if necessary, an indication from Headquarters of any apparent discrepancies, problems, or questions – all noted in GMP. The Field Office is to verify the data in the GMP Final Report and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify, by letter, each county seeking to qualify as an urban county of its urban county status for FY 2024-2026 by September 22, 2023.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials (see Section V., Cooperation Agreements, paragraph A.) in sufficient time to meet the deadline for submission indicated in the schedule in Section II. (cooperation agreements must meet the standards in Section V. of this Notice).

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are required to have executed cooperation agreements with these units of government that elect to participate in the urban counties' CDBG programs.

B. Notification of Opportunity to Be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows;
3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows;
4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II., Qualification Schedule, paragraph E.; and
5. That such election to be excluded will be effective for the entire three-year period for which the urban county qualifies unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

C. Notification of Opportunity to Be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, by letter, any such unit of local government during the second or third year of the qualification period that the local

government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election and must state that the unit of general local government must notify the county and the HUD Field Office, by letter, of its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V., Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II., Qualification Schedule, paragraph K.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II., Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:
 - a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or
 - b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.
2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:
 - a. to be excluded from all urban counties;
 - b. to be entirely included in one urban county and excluded from all other such counties; or
 - c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II., Qualification Schedule, paragraph E, notify such units that they can terminate the agreement and not participate during the 2024-2026 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2024-2026 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

- A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III., Qualification Actions to Be Taken by County, paragraph B.). This does not apply to an already qualified urban county adding communities.
- B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III. paragraph C.).
- C. Where applicable, a copy of the letter from:
 - 1. Any city that may newly qualify as a metropolitan city but seeks to defer that status;
 - 2. Any city currently deferring metropolitan city status that seeks to continue to defer such status;
 - 3. Any city accepting metropolitan city status stating that it will enter into a joint agreement with the urban county and a letter from the county affirming its willingness to enter into a joint agreement with that city; or
 - 4. Any city accepting metropolitan city status that will cease participation in the urban county's CDBG program (See Section II., Qualification Schedule, paragraph G.).
- D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to

terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III., paragraph E.).

- E. Where applicable, copies of fully executed cooperation agreements, amended agreements, or stand-alone amendments between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III., Qualification Actions to be Taken by County, paragraph C., and the opinions of county counsel and governing body authorizations required in Section V., Cooperation Agreements, paragraphs B. and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V., Cooperation Agreements, paragraph E., at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

- F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII., paragraph A., Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city falls under the "exception criteria" at 24 CFR § 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, by letter, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII., paragraph A., for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards to be found acceptable:

- A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.
- B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the

county does not have such authority, the legal opinion must state that the participating unit of general local government has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.

- C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Solutions Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
- D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:
 - 1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program;
 - 2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and
 - 3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of general local government participating with the urban county from applying to the State for ESG funds if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)
- E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2024-2026), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government by letter of its right not to

participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

- F. Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV., Documents to be Submitted to HUD, paragraph E.), and that such failure to comply will void the automatic renewal for such qualification period.
- G. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.
- H. The agreement must expressly state that the county and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.

The agreement must contain an explicit provision obligating the county and the cooperating units of general local government to take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, that the grant will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, and the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. See 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152, available at <https://www.federalregister.gov/documents/2021/06/10/2021-12114/restoring-affirmatively-furthering-fair-housing-definitions-and-certifications>. The provision must also include the obligation to comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the

implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The provision must also include the obligation to comply with other applicable laws. The agreement shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the urban county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department. The agreement must include the obligation to sign the assurances and certifications in the HUD 424-B.

Periodically, statutory, or regulatory changes may require urban counties to amend their agreements to add the new provision(s). Urban counties may draft a separate amendment to their existing agreements that includes the new provision(s) rather than drafting a new cooperation agreement that contains the new provisions. However, the separate amendment must be executed by an official representative of each of the participating units of general local government and the urban county.

- I. The agreement must expressly state that the cooperating unit of general local government has adopted and is enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD. If the county is a member of a HOME consortium, however, the consortium submits the Plan developed by the county (see Section I., General Requirements, paragraph C.).
- K. The agreement must contain language specifying that, pursuant to 24 CFR § 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR § 570.503 (see Section VIII., Special Considerations, paragraph B.).

- L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.
- M. The county must also include a provision in the cooperation agreement that a unit of general local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act. Urban counties requalifying in 2023 for FYs 2024-2026 must incorporate this language into cooperation agreements by revision or amendment.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress and the county submits its annual Action Plan by August 16 of each year. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period. The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, retain

its classification as an urban county.

Any county that became classified as an urban county in FY 2000 or later and was so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A., Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V., Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification and will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the

amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has two options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; or (2) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a CDBG joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-13-002).

The ESG program does provide for joint agreements among certain grantees; however, there are separate requirements that apply to those joint agreements. A metropolitan city and an urban county that each receive an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of Housing and Urban Development to permit the urban county or the metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant. For more information about joint agreements for the ESG program, contact Marlisa Grogan at 603-666-7510, Ext. 3049 or Marlisa.M.Grogan@hud.gov. The TTY number is 603-666-3805. These are not toll-free numbers.

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the exception rule criteria for activities that benefit low- and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the exception rule. HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V., Cooperation Agreements, between an urban county and its participating units of local

government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 § CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which the units of general local government are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive HOME funds only as part of the urban county or from the State. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. This does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds if the State allows. However, a unit of local government that chooses to opt out of the urban county may become part of a HOME consortium by signing the HOME consortium agreement.

A unit of local government that is partially located in two counties with at least one of those counties being a member of a consortium may participate in the consortium. If the county is an urban county, the unit of local government may only participate as a member of the urban county.

E. Counties with Potential Metropolitan Cities

If a county includes a unit of general local government that believes its population meets the statutory threshold to enable it to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or

becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or

2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FYs 2024-2026, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided based on the community's eligibility as a metropolitan city prior to July 28, 2023 (or a later date if approved by letter or email by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 above is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to opt out later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

F. Incorporated Unit of General Local Government Dissolution

A unit of general local government located in an urban county may unincorporate or dissolve or merge with another unit of general local government. Assuming the urban county possesses essential community development and housing assistance powers, the dissolved unit of general local government will automatically be considered as part of the urban county for CDBG program purposes. If the dissolved unit of government merges into another unit of general local government that already participates in the urban county, then the newly expanded unit of government will be a participant in the urban county's CDBG program. The cooperation agreement between the urban county and the expanded unit of general local government will need to be submitted to the Field Office for Field Counsel review.

The Bureau of Census' (Census) designation of a former incorporated unit of general local government as dissolved or a former unincorporated unit of general local

government as incorporated is important because Section 102(b) of the Housing and Community Development Act of 1974, as amended, requires the definitions in Section 102(a) such as city, metropolitan city, and urban county to be based on the most recent data compiled by Census. Therefore, Census must recognize the former incorporated unit of general local government as dissolved for it to be recognized by HUD as no longer being an incorporated unit of general local government.

If the urban county is requalifying this year or the following year, and the unit of general local government is recognized by Census as dissolved, the former unit of general local government will be considered a part of the unincorporated area of the urban county. In that instance, CDBG funds may be used to assist activities that will be located in the former unit of general local government, and its residents may benefit from CDBG-assisted activities.

If the urban county is requalifying this year, and the unit of general local government is not recognized as dissolved by Census (although dissolution has occurred), it will become part of the urban county, since the unit of government has legally ceased to exist.

G. Qualification of New York Towns as Metropolitan Cities

In the state of New York, there are towns that can qualify as metropolitan cities. These towns are required to secure the participation of all the incorporated villages located within their boundaries to attain metropolitan city status. As metropolitan cities, these towns may receive their own CDBG grants. New York towns requalify every three years.

There are eight New York towns (Greensburgh, Hempstead, North Hempstead, Oyster Bay, Clarkstown, Ramapo, Smithtown, and Southampton) that are located in existing urban counties and are eligible to be metropolitan cities but have not taken steps to qualify as metropolitan cities. They decided to participate in their respective urban counties' CDBG programs as participating units of general government. However, when the urban counties in which the towns are located requalify, these eight towns may decide to become metropolitan cities and administer their own CDBG programs. This means that the towns would have elected to leave the urban counties in which they were participating as units of general local government. If a New York town decides to become a metropolitan city and administer its own CDBG program, the following steps must be taken:

1. The New York town should decide before the urban county requalification process starts (usually March or April) whether it will accept its metropolitan city status. Past experience has demonstrated that units of general local government need plenty of time to complete all of the necessary processes, so HUD recommends that this decision-making process start in the year before the urban county's requalification year. The town must secure the participation of all the villages located within its boundaries by execution of a cooperation agreement with those villages. Depending

on local circumstances, it may take several months to notify every village by letter of its intent to become a separate entitlement community and to secure the participation of all the villages. The town cannot qualify as an entitlement grantee unless it secures the participation of all the villages. To illustrate, for example, hypothetical Blue County is requalifying in 2024 for 2025-2027. The town of Orange has been participating in the county's CDBG program but would like to become an entitlement grantee and administer its own CDBG program. It is advisable that the town make this decision during 2023 so it can begin to contact the villages and secure their participation in the town's CDBG program.

2. The urban county is required to notify all participating units of general local government by letter (typically, in April) that they may choose to opt out of participation in the urban county's CDBG program. The units of general local government must notify the urban counties by letter of their decisions by the due date (typically, in June) in Section II. of the urban county Qualification/ Requalification Notice. The New York town must respond to the urban county's correspondence by that date. If the town has an automatically renewing cooperation agreement with the urban county, it must notify the county (typically by mid-June) that it is terminating the cooperation agreement. The urban county must be notified by the established deadlines in this Notice so that it may complete the requalification process in a timely manner. Failure to meet the established deadlines may result in the New York town having to remain as part of the urban county for the next three-year qualification period. Furthermore, if a town notifies its respective urban county that it is leaving, and then does not sign up all the villages, then the town and any villages that have signed on to the town's decision to seek entitlement status may be excluded from the urban county but cannot receive separate metropolitan city funding because it did not qualify.

IX. DETERMINATIONS OF ESSENTIAL POWERS

- A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

For these purposes, the term essential community development and housing assistance activities means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include but are not limited to (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of

or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

- B. For new and requalifying counties, the notification by the Field Office required under Section II., paragraph A., must include the following determinations:
1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government.
 2. Which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD by letter by July 14, 2023); and,
 3. Which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V. of this Notice.

ATTACHMENT A

ALL CURRENTLY QUALIFIED URBAN COUNTIES

NEW ENGLAND FIELD OFFICES

MAINE CUMBERLAND COUNTY

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	ATLANTIC COUNTY
NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY
NEW JERSEY	UNION COUNTY

NEW YORK	DUTCHESS COUNTY
NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY
NEW YORK	WESTCHESTER COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE NEW CASTLE COUNTY

MARYLAND ANNE ARUNDEL COUNTY
MARYLAND BALTIMORE COUNTY

MARYLAND
MARYLAND
MARYLAND
MARYLAND

HARFORD COUNTY
HOWARD COUNTY
MONTGOMERY COUNTY
PRINCE GEORGES COUNTY

PENNSYLVANIA
PENNSYLVANIA
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ALLEGHENY COUNTY
BEAVER COUNTY
BERKS COUNTY
BUCKS COUNTY
CHESTER COUNTY
CUMBERLAND COUNTY
DAUPHIN COUNTY
DELAWARE COUNTY
LANCASTER COUNTY
LEHIGH COUNTY
LUZERNE COUNTY
MONTGOMERY COUNTY
NORTHAMPTON COUNTY
WASHINGTON COUNTY
WESTMORELAND COUNTY
YORK COUNTY

VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA
VIRGINIA

ARLINGTON COUNTY
CHESTERFIELD COUNTY
FAIRFAX COUNTY
HENRICO COUNTY
LOUDOUN COUNTY
PRINCE WILLIAM COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA
ALABAMA

JEFFERSON COUNTY
MOBILE COUNTY

FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA
FLORIDA

BREVARD COUNTY
BROWARD COUNTY
CLAY COUNTY
COLLIER COUNTY
ESCAMBIA COUNTY
HILLSBOROUGH COUNTY
JACKSONVILLE-DUVAL COUNTY

FLORIDA
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GEORGIA
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GEORGIA

NORTH CAROLINA
NORTH CAROLINA
NORTH CAROLINA
NORTH CAROLINA

SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

TENNESSEE
TENNESSEE

MIDWEST FIELD OFFICES

LAKE COUNTY
LEE COUNTY
MANATEE COUNTY
MARION COUNTY
MIAMI-DADE COUNTY
ORANGE COUNTY
OSCEOLA COUNTY
PALM BEACH COUNTY
PASCO COUNTY
PINELLAS COUNTY
POLK COUNTY
SARASOTA COUNTY
SEMINOLE COUNTY
ST. JOHNS COUNTY
VOLUSIA COUNTY

CHEROKEE COUNTY
CLAYTON COUNTY
COBB COUNTY
DE KALB COUNTY
FULTON COUNTY
GWINNETT COUNTY
HENRY COUNTY

CUMBERLAND COUNTY
MECKLENBURG COUNTY
UNION COUNTY
WAKE COUNTY

BERKELEY COUNTY
CHARLESTON COUNTY
GREENVILLE COUNTY
HORRY COUNTY
LEXINGTON COUNTY
RICHLAND COUNTY
SPARTANBURG COUNTY

KNOX COUNTY
SHELBY COUNTY

ILLINOIS
ILLINOIS
ILLINOIS
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ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS

COOK COUNTY
DU PAGE COUNTY
KANE COUNTY
LAKE COUNTY
MADISON COUNTY
MCHENRY COUNTY
ST. CLAIR COUNTY
WILL COUNTY

INDIANA
INDIANA

HAMILTON COUNTY
LAKE COUNTY

MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN

GENESEE COUNTY
KENT COUNTY
MACOMB COUNTY
OAKLAND COUNTY
WASHTENAW COUNTY
WAYNE COUNTY

MINNESOTA
MINNESOTA
MINNESOTA
MINNESOTA
MINNESOTA
MINNESOTA

ANOKA COUNTY
DAKOTA COUNTY
HENNEPIN COUNTY
RAMSEY COUNTY
ST. LOUIS COUNTY
WASHINGTON COUNTY

OHIO
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OHIO
OHIO
OHIO
OHIO

BUTLER COUNTY
CLERMONT COUNTY
CUYAHOGA COUNTY
FRANKLIN COUNTY
HAMILTON COUNTY
LAKE COUNTY
MONTGOMERY COUNTY
STARK COUNTY
SUMMIT COUNTY
WARREN COUNTY

WISCONSIN
WISCONSIN
WISCONSIN

DANE COUNTY
MILWAUKEE COUNTY
WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA
LOUISIANA

JEFFERSON PARISH
ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

TEXAS
TEXAS
TEXAS
TEXAS
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TEXAS
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TEXAS

BEXAR COUNTY
BRAZORIA COUNTY
DALLAS COUNTY
FORT BEND COUNTY
HARRIS COUNTY
HIDALGO COUNTY
MONTGOMERY COUNTY
TARRANT COUNTY
TRAVIS COUNTY
WILLIAMSON COUNTY

GREAT PLAINS FIELD OFFICES

KANSAS

JOHNSON COUNTY

MISSOURI
MISSOURI
MISSOURI

JEFFERSON COUNTY
ST. LOUIS COUNTY
ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO
COLORADO
COLORADO
COLORADO
COLORADO

ADAMS COUNTY
ARAPAHOE COUNTY
EL PASO COUNTY
JEFFERSON COUNTY
WELD COUNTY

UTAH
UTAH

SALT LAKE COUNTY
UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

MARICOPA COUNTY

ATTACHMENT B

COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYs 2024-2026

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	BERGEN COUNTY
NEW JERSEY	BURLINGTON COUNTY
NEW JERSEY	CAMDEN COUNTY
NEW JERSEY	ESSEX COUNTY
NEW JERSEY	HUDSON COUNTY
NEW JERSEY	MIDDLESEX COUNTY
NEW JERSEY	MONMOUTH COUNTY
NEW JERSEY	MORRIS COUNTY
NEW JERSEY	UNION COUNTY

NEW YORK	ERIE COUNTY
NEW YORK	MONROE COUNTY
NEW YORK	NASSAU COUNTY
NEW YORK	ONONDAGA COUNTY
NEW YORK	ORANGE COUNTY
NEW YORK	ROCKLAND COUNTY
NEW YORK	SUFFOLK COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE	NEW CASTLE COUNTY
MARYLAND	ANNE ARUNDEL COUNTY
MARYLAND	BALTIMORE COUNTY
MARYLAND	HARFORD COUNTY
MARYLAND	MONTGOMERY COUNTY
MARYLAND	PRINCE GEORGES COUNTY
PENNSYLVANIA	ALLEGHENY COUNTY
PENNSYLVANIA	BEAVER COUNTY
PENNSYLVANIA	BERKS COUNTY
PENNSYLVANIA	BUCKS COUNTY
PENNSYLVANIA	CHESTER COUNTY
PENNSYLVANIA	DELAWARE COUNTY

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PENNSYLVANIA

LANCASTER COUNTY
LUZERNE COUNTY
MONTGOMERY COUNTY
WASHINGTON COUNTY
WESTMORELAND COUNTY
YORK COUNTY

VIRGINIA
VIRGINIA

ARLINGTON COUNTY
FAIRFAX COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA

JEFFERSON COUNTY

FLORIDA
FLORIDA
FLORIDA
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FLORIDA
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FLORIDA
FLORIDA

BROWARD COUNTY
CLAY COUNTY
ESCAMBIA COUNTY
HILLSBOROUGH COUNTY
LAKE COUNTY
MIAMI-DADE COUNTY
ORANGE COUNTY
PALM BEACH COUNTY
PINELLAS COUNTY
POLK COUNTY
VOLUSIA COUNTY

GEORGIA
GEORGIA
GEORGIA
GEORGIA
GEORGIA

CHEROKEE COUNTY
COBB COUNTY
DE KALB COUNTY
FULTON COUNTY
HENRY COUNTY

SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA
SOUTH CAROLINA

BERKELEY COUNTY
CHARLESTON COUNTY
GREENVILLE COUNTY
LEXINGTON COUNTY

TENNESSEE

KNOX COUNTY

MIDWEST FIELD OFFICES

ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
ILLINOIS
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN
MICHIGAN

COOK COUNTY
DU PAGE COUNTY
LAKE COUNTY
MADISON COUNTY
ST. CLAIR COUNTY
WILL COUNTY
GENESEE COUNTY
KENT COUNTY
MACOMB COUNTY
OAKLAND COUNTY
WASHTENAW COUNTY
WAYNE COUNTY

MINNESOTA

HENNEPIN COUNTY

OHIO
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OHIO

CLERMONT COUNTY
CUYAHOGA COUNTY
FRANKLIN COUNTY
HAMILTON COUNTY
LAKE COUNTY
MONTGOMERY COUNTY
STARK COUNTY
SUMMIT COUNTY
WARREN COUNTY

WISCONSIN

MILWAUKEE COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA

JEFFERSON PARISH

TEXAS
TEXAS
TEXAS
TEXAS
TEXAS

DALLAS COUNTY
HARRIS COUNTY
HIDALGO COUNTY
TARRANT COUNTY
TRAVIS COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI

ST. LOUIS COUNTY

ROCKY MOUNTAIN FIELD OFFICES

COLORADO	EL PASO COUNTY
COLORADO	JEFFERSON COUNTY
COLORADO	WELD COUNTY
UTAH	SALT LAKE COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA	MARICOPA COUNTY
CALIFORNIA	ALAMEDA COUNTY
CALIFORNIA	CONTRA COSTA COUNTY
CALIFORNIA	FRESNO COUNTY
CALIFORNIA	KERN COUNTY
CALIFORNIA	LOS ANGELES COUNTY
CALIFORNIA	MARIN COUNTY
CALIFORNIA	ORANGE COUNTY
CALIFORNIA	RIVERSIDE COUNTY
CALIFORNIA	SACRAMENTO COUNTY
CALIFORNIA	SAN BERNARDINO COUNTY
CALIFORNIA	SAN DIEGO COUNTY
CALIFORNIA	SAN JOAQUIN COUNTY
CALIFORNIA	SAN LUIS OBISPO COUNTY
CALIFORNIA	SAN MATEO COUNTY
CALIFORNIA	SANTA CLARA COUNTY
CALIFORNIA	SONOMA COUNTY
NEVADA	CLARK COUNTY

NORTHWEST/ALASKA FIELD OFFICES

OREGON	CLACKAMAS COUNTY
OREGON	MARION COUNTY
OREGON	WASHINGTON COUNTY
WASHINGTON	CLARK COUNTY
WASHINGTON	KING COUNTY
WASHINGTON	PIERCE COUNTY
WASHINGTON	SNOHOMISH COUNTY

WASHINGTON

SPOKANE COUNTY

ATTACHMENT C

COUNTIES SCHEDULED TO REQUALIFY IN 2024 FOR FYs 2025-2027

NEW ENGLAND FIELD OFFICES	
MAINE	CUMBERLAND COUNTY
NEW YORK/NEW JERSEY FIELD OFFICES	
NEW JERSEY	ATLANTIC COUNTY
NEW YORK	DUTCHESS COUNTY
NEW YORK	WESTCHESTER COUNTY
MID-ATLANTIC FIELD OFFICES	
PENNSYLVANIA	LEHIGH COUNTY
PENNSYLVANIA	NORTHAMPTON COUNTY
VIRGINIA	CHESTERFIELD COUNTY
VIRGINIA	LOUDOUN COUNTY
VIRGINIA	PRINCE WILLIAM COUNTY
SOUTHEAST/CARIBBEAN FIELD OFFICES	
FLORIDA	BREVARD COUNTY
FLORIDA	COLLIER COUNTY
FLORIDA	JACKSONVILLE-DUVAL COUNTY
FLORIDA	OSCEOLA COUNTY
FLORIDA	PASCO COUNTY
FLORIDA	SEMINOLE COUNTY
FLORIDA	ST. JOHNS COUNTY
GEORGIA	CLAYTON COUNTY
GEORGIA	GWINNETT COUNTY
NORTH CAROLINA	CUMBERLAND COUNTY
NORTH CAROLINA	MECKLENBURG COUNTY
NORTH CAROLINA	UNION COUNTY
NORTH CAROLINA	WAKE COUNTY
SOUTH CAROLINA	SPARTANBURG COUNTY

TENNESSEE	SHELBY COUNTY
MIDWEST FIELD OFFICES	
ILLINOIS	KANE COUNTY
ILLINOIS	MCHENRY COUNTY
INDIANA	HAMILTON COUNTY
INDIANA	LAKE COUNTY
MINNESOTA	RAMSEY COUNTY
MINNESOTA	WASHINGTON COUNTY
SOUTHWEST FIELD OFFICES	
TEXAS	BEXAR COUNTY
TEXAS	BRAZORIA COUNTY
TEXAS	FORT BEND COUNTY
TEXAS	MONTGOMERY COUNTY
TEXAS	WILLIAMSON COUNTY
GREAT PLAINS FIELD OFFICES	
KANSAS	JOHNSON COUNTY
MISSOURI	JEFFERSON COUNTY
ROCKY MOUNTAIN FIELD OFFICES	
COLORADO	ADAMS COUNTY
COLORADO	ARAPAHOE COUNTY
PACIFIC/HAWAII FIELD OFFICES	
ARIZONA	PINAL COUNTY
CALIFORNIA	MONTEREY COUNTY
CALIFORNIA	SANTA BARBARA COUNTY
CALIFORNIA	VENTURA COUNTY

NORTHWEST/ALASKA FIELD OFFICES	
OREGON	MULTNOMAH COUNTY
WASHINGTON	THURSTON COUNTY

ATTACHMENT D

COUNTIES SCHEDULED TO REQUALIFY IN 2025 FOR FYs 2026-2028

NEW YORK/NEW JERSEY FIELD OFFICES

NEW JERSEY	GLOUCESTER COUNTY
NEW JERSEY	OCEAN COUNTY
NEW JERSEY	PASSAIC COUNTY
NEW JERSEY	SOMERSET COUNTY

MID-ATLANTIC FIELD OFFICES

MARYLAND	HOWARD COUNTY
PENNSYLVANIA	CUMBERLAND COUNTY
PENNSYLVANIA	DAUPHIN COUNTY
VIRGINIA	HENRICO COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA	MOBILE COUNTY
FLORIDA	LEE COUNTY
FLORIDA	MANATEE COUNTY
FLORIDA	MARION COUNTY
FLORIDA	SARASOTA COUNTY
SOUTH CAROLINA	HORRY COUNTY
SOUTH CAROLINA	RICHLAND COUNTY

MIDWEST FIELD OFFICES

MINNESOTA	ANOKA COUNTY
MINNESOTA	DAKOTA COUNTY
MINNESOTA	ST LOUIS COUNTY
OHIO	BUTLER COUNTY

WISCONSIN
WISCONSIN

DANE COUNTY
WAUKESHA COUNTY

SOUTHWEST FIELD OFFICES

LOUISIANA

ST. TAMMANY PARISH

OKLAHOMA

TULSA COUNTY

GREAT PLAINS FIELD OFFICES

MISSOURI

ST. CHARLES COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH

UTAH COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

PIMA COUNTY

CALIFORNIA

STANISLAUS COUNTY

NORTHWEST/ALASKA FIELD OFFICES

WASHINGTON

KITSAP COUNTY

ATTACHMENT E

**COUNTIES QUALIFIED THROUGH 2024 OR 2025 THAT CONTAIN
NON-PARTICIPATING COMMUNITIES**

NEW ENGLAND FIELD OFFICES

CUMBERLAND COUNTY MAINE

NEW YORK/NEW JERSEY FIELD OFFICES

ATLANTIC COUNTY NEW JERSEY

WESTCHESTER COUNTY NEW YORK

MID-ATLANTIC FIELD OFFICES

DAUPHIN COUNTY PENNSYLVANIA

LEHIGH COUNTY PENNSYLVANIA

SOUTHEAST/CARIBBEAN FIELD OFFICES

MOBILE COUNTY ALABAMA

BREVARD COUNTY FLORIDA

COLLIER COUNTY FLORIDA

JACKSONVILLE-DUVAL COUNTY FLORIDA

MANATEE COUNTY FLORIDA

MARION COUNTY FLORIDA

PASCO COUNTY FLORIDA

SARASOTA COUNTY FLORIDA

ST. JOHNS COUNTY FLORIDA

CLAYTON COUNTY GEORGIA

GWINNETT COUNTY GEORGIA

MECKLENBURG COUNTY NORTH CAROLINA

UNION COUNTY NORTH CAROLINA

WAKE COUNTY NORTH CAROLINA

HORRY COUNTY SOUTH CAROLINA

RICHLAND COUNTY
SPARTANBURG COUNTY

SOUTH CAROLINA
SOUTH CAROLINA

MIDWEST FIELD OFFICES

KANE COUNTY
MCHENRY COUNTY

ILLINOIS
ILLINOIS

HAMILTON COUNTY

INDIANA

RAMSEY COUNTY
ST. LOUIS COUNTY
WASHINGTON COUNTY

MINNESOTA
MINNESOTA
MINNESOTA

BUTLER COUNTY

OHIO

DANE COUNTY
WAUKESHA COUNTY

WISCONSIN
WISCONSIN

SOUTHWEST FIELD OFFICES

TULSA COUNTY

OKLAHOMA

BEXAR COUNTY
BRAZORIA COUNTY
FORT BEND COUNTY
MONTGOMERY COUNTY
WILLIAMSON COUNTY

TEXAS
TEXAS
TEXAS
TEXAS
TEXAS

GREAT PLAINS FIELD OFFICES

JEFFERSON COUNTY
ST. CHARLES COUNTY

MISSOURI
MISSOURI

ROCKY MOUNTAIN FIELD OFFICES

ARAPAHOE COUNTY

COLORADO

UTAH COUNTY

UTAH

PACIFIC/HAWAII FIELD OFFICES

PIMA COUNTY
PINAL COUNTY

ARIZONA
ARIZONA

MONTEREY COUNTY
SANTA BARBARA COUNTY

CALIFORNIA
CALIFORNIA

NORTHWEST/ALASKA FIELD OFFICES

MULTNOMAH COUNTY

OREGON

KITSAP COUNTY
THURSTON COUNTY

WASHINGTON
WASHINGTON

ATTACHMENT F
LIST OF COUNTIES THAT MAY QUALIFY AS URBAN COUNTIES
IF METROPOLITAN CITIES RELINQUISH THEIR STATUS

State	Name	POP21
AL	Madison County	395,211
AL	Huntsville city (pt.)	212,359
AL	Montgomery County	227,434
AL	Montgomery city	198,665
AL	Tuscaloosa County	227,007
AL	Tuscaloosa city	100,618
AR	Benton County	293,692
AR	Bentonville city	56,734
AR	Rogers city	71,112
AR	Springdale city (pt.)	12,106
AR	Pulaski County	397,821
AR	Jacksonville city	29,305
AR	Little Rock city	201,998
AR	North Little Rock city	64,162
AR	Washington County	250,057
AR	Fayetteville city	95,230
AR	Springdale city (pt.)	75,503
AZ	Yavapai County	242,253
AZ	Prescott city	46,833
AZ	Yuma County	206,990
AZ	Yuma city	97,093
CA	Butte County	208,309
CA	Chico city	102,338
CA	Paradise town	5,268
CA	Springdale city (pt.)	75,503
CA	Merced County	286,461
CA	Merced city	89,308
CA	Placer County	412,300
CA	Rocklin city	72,975
CA	Roseville city	151,901
CA	Santa Cruz County	267,792
CA	Santa Cruz city	61,950
CA	Watsonville city	52,067

State	Name	POP21
CA	Solano County	451,716
CA	Fairfield city	119,705
CA	Vacaville city	103,078
CA	Vallejo city	124,886
CA	Yolo County	216,986
CA	Davis city	66,799
CA	West Sacramento city	53,637
CA	Woodland city	61,398
CO	Boulder County	329,543
CO	Boulder city	104,175
CO	Longmont city (pt.)	99,463
CO	Larimer County	362,533
CO	Fort Collins city	168,538
CO	Loveland city	77,194
FL	Alachua County	279,238
FL	Gainesville city	140,398
FL	Leon County	292,817
FL	Tallahassee city	197,102
FL	Okaloosa County	213,255
FL	Crestview city	27,820
FL	Fort Walton Beach city	20,879
FL	St. Lucie County	343,579
FL	Fort Pierce city	47,927
FL	Port St. Lucie city	217,523
GA	Chatham County	296,329
GA	Savannah city	147,088
GA	Hall County	207,369
GA	Gainesville city	43,417
IA	Linn County	228,939
IA	Cedar Rapids city	136,467
ID	Ada County	511,931
ID	Boise City city	237,446
ID	Meridian city	125,963
ID	Canyon County	243,115
ID	Caldwell city	63,629
ID	Nampa city	106,186
IL	Champaign County	205,943
IL	Champaign city	89,114
IL	Rantoul village	12,119
IL	Urbana city	38,681

State	Name	POP21
IL	Winnebago County	283,119
IL	Rockford city (pt.)	147,711
IN	Allen County	388,608
IN	Fort Wayne city	265,974
IN	Elkhart County	206,921
IN	Elkhart city	53,949
IN	Goshen city	34,756
IN	St. Joseph County	272,212
IN	Mishawaka city	51,074
IN	South Bend city	103,353
KS	Sedgwick County	523,828
KS	Wichita city	395,699
LA	Caddo Parish	233,092
LA	Shreveport city (pt.)	181,146
LA	Calcasieu Parish	205,282
LA	Lake Charles city	81,097
ME	York County	214,591
ME	Biddeford city	22,569
MI	Ingham County	284,034
MI	East Lansing city (pt.)	44,417
MI	Lansing city (pt.)	107,653
MI	Kalamazoo County	261,108
MI	Kalamazoo city	73,257
MI	Portage city	48,844
MO	Clay County	255,518
MO	Kansas City city (pt.)	139,432
MO	Greene County	300,865
MO	Springfield city (pt.)	169,722
MO	Jackson County	716,862
MO	Blue Springs city	59,430
MO	Independence city (pt.)	122,088
MO	Kansas City city (pt.)	314,956
MO	Lee's Summit city (pt.)	100,061
MS	Harrison County	209,396
MS	Biloxi city	49,241
MS	Gulfport city	72,105
MS	Hinds County	222,679
MS	Jackson city (pt.)	149,387
NC	Buncombe County	271,534
NC	Asheville city	94,067

State	Name	POP21
NC	Cabarrus County	231,278
NC	Concord city	107,697
NC	Kannapolis city (pt.)	43,875
NC	Durham County	326,126
NC	Chapel Hill town (pt.)	2,847
NC	Durham city (pt.)	285,115
NC	Raleigh city (pt.)	1,540
NC	Forsyth County	385,523
NC	High Point city (pt.)	80
NC	Winston-Salem city	250,320
NC	Gaston County	230,856
NC	Gastonia city	81,161
NC	Guilford County	542,410
NC	Burlington city (pt.)	1,892
NC	Greensboro city	298,263
NC	High Point city (pt.)	107,265
NC	New Hanover County	229,018
NC	Wilmington city	117,643
NC	Onslow County	206,160
NC	Jacksonville city	72,876
NE	Douglas County	585,008
NE	Omaha city	487,300
NE	Lancaster County	324,514
NE	Lincoln city	292,657
NM	Bernalillo County	674,393
NM	Albuquerque city	562,599
NM	Rio Rancho city (pt.)	5
NM	Doña Ana County	221,508
NM	Las Cruces city	112,914
NV	Washoe County	493,392
NV	Reno city	268,851
NV	Sparks city	109,796
NY	Niagara County	211,653
NY	Niagara Falls city	48,360
NY	Oneida County	230,274
NY	Rome city	31,974
NY	Utica city	64,501
OH	Lorain County	315,595
OH	Elyria city	52,816
OH	Lorain city	65,430

State	Name	POP21
OH	Lucas County	429,191
OH	Toledo city	268,508
OH	Mahoning County	226,762
OH	Alliance city (pt.)	46
OH	Youngstown city (pt.)	60,268
OH	Trumbull County	201,335
OH	Warren city	39,020
OH	Youngstown city (pt.)	2
OK	Cleveland County	297,597
OK	Moore city	63,462
OK	Norman city	128,097
OK	Oklahoma City city (pt.)	78,976
OK	Oklahoma County	798,575
OK	Edmond city	95,341
OK	Midwest City city	58,145
OK	Oklahoma City city (pt.)	527,861
OR	Deschutes County	204,801
OR	Bend city	102,059
OR	Redmond city	35,582
OR	Jackson County	223,734
OR	Ashland city	21,607
OR	Medford city	86,367
OR	Lane County	383,189
OR	Eugene city	175,096
OR	Springfield city	62,256
PA	Erie County	269,011
PA	Erie city	93,999
PA	Lackawanna County	215,663
PA	Scranton city	75,874
SC	Anderson County	206,908
SC	Anderson city	29,284
TN	Hamilton County	369,135
TN	Chattanooga city	182,113
TN	Montgomery County	227,900
TN	Clarksville city	170,957
TN	Rutherford County	352,182
TN	Murfreesboro city	157,519
TN	Williamson County	255,735
TN	Franklin city	85,469

State	Name	POP21
TX	Bell County	379,617
TX	Killeen city	156,261
TX	Temple city	85,416
TX	Brazos County	237,032
TX	Bryan city	86,866
TX	College Station city	120,019
TX	Cameron County	423,029
TX	Brownsville city	187,831
TX	Harlingen city	71,925
TX	San Benito city	24,780
TX	El Paso County	867,947
TX	El Paso city	678,415
TX	Galveston County	355,062
TX	Galveston city	53,219
TX	League City city (pt.)	113,073
TX	Texas City city (pt.)	54,247
TX	Hays County	255,397
TX	Austin city (pt.)	975
TX	San Marcos city (pt.)	68,577
TX	Jefferson County	253,704
TX	Beaumont city	112,556
TX	Port Arthur city (pt.)	55,645
TX	Lubbock County	314,451
TX	Lubbock city	260,993
TX	McLennan County	263,115
TX	Waco city	139,594
TX	Nueces County	353,079
TX	Corpus Christi city (pt.)	317,773
TX	Smith County	237,186
TX	Tyler city	107,192
TX	Webb County	267,945
TX	Laredo city	256,153
UT	Weber County	267,066
UT	Ogden city	86,798
WA	Benton County	210,025
WA	Kennewick city	84,488
WA	Richland city	61,929
WA	Whatcom County	228,831
WA	Bellingham city	92,289
WA	Yakima County	256,035
WA	Yakima city	96,578

State	Name	POP21
WI	Brown County	269,591
WI	Green Bay city	107,015

ATTACHMENT G

COUNTIES PREVIOUSLY IDENTIFIED AS ELIGIBLE BUT
HAVE NOT ACCEPTED URBAN COUNTY STATUS

NEW ENGLAND FIELD OFFICES

NEW HAMPSHIRE

HILLSBOROUGH COUNTY
ROCKINGHAM COUNTY

NEW YORK/NEW JERSEY OFFICES

NEW YORK

SARATOGA COUNTY

MID-ATLANTIC FIELD OFFICES

DELAWARE

SUSSEX COUNTY

MARYLAND

FREDERICK COUNTY

SOUTHEAST/CARIBBEAN FIELD OFFICES

ALABAMA

SHELBY COUNTY

FLORIDA

HERNANDO COUNTY

GEORGIA

FORSYTH COUNTY

TENNESSEE

SUMNER COUNTY

MIDWEST FIELD OFFICES

MICHIGAN

OTTAWA COUNTY

OHIO

DELAWARE COUNTY

SOUTHWEST FIELD OFFICES

TEXAS

COLLIN COUNTY
DENTON COUNTY
ELLIS COUNTY

GREAT PLAINS FIELD OFFICES

IOWA

POLK COUNTY

ROCKY MOUNTAIN FIELD OFFICES

UTAH

DAVIS COUNTY

PACIFIC/HAWAII FIELD OFFICES

ARIZONA

MOHAVE COUNTY*

CALIFORNIA

TULARE COUNTY

*Mohave County may only qualify as an urban county if the cities of Kingman and Lake Havasu both decide not to accept their entitlement status.

April 21, 2023

Natasha North
Project Manager
El Paso County Economic Development
9 E. Vermijo Ave.
Colorado Springs, CO 80903

Dear Ms. North:

RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (EL PASO COUNTY URBAN COUNTY) FOR FISCAL YEARS 2024-2026

Continued Participation Being Sought

Thank you for your recent letter informing the Town of Green Mountain Falls that El Paso County intends to seek re-designation as an Urban County for receipt of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development for federal fiscal years 2024-2026. This letter serves as notice that the Town of Green Mountain Falls elects to continue their renewing intergovernmental agreement and participate with El Paso County in the CDBG program.

Sincerely,

Todd Dixon
Mayor
Town of Green Mountain Falls

CC: Becky Frank, Town Manager; Jennifer Schumann, HUD CPD Representative

April 21, 2023

Natasha North
Project Manager
El Paso County Economic Development
9 E. Vermijo Ave.
Colorado Springs, CO 80903

Dear Ms. North:

RE: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (EL PASO COUNTY URBAN COUNTY) FOR FISCAL YEARS 2024-2026

Exclusion from Urban County Being Sought

Thank you for your recent letter informing the Town of Green Mountain Falls that El Paso County intends to seek re-designation as an Urban County for receipt of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development for federal fiscal years 2024-2026. This letter serves as notice that the Town of Green Mountain Falls elects to terminate their renewing intergovernmental agreement and not participate with El Paso County in the CDBG program.

Sincerely,

Todd Dixon
Mayor
Town of Green Mountain Falls

CC: Becky Frank, Town Manager; Jennifer Schumann, HUD CPD Representative

BOARD OF TRUSTEES AGENDA MEMO

DATE: 05/02/2023	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		CDBG: COUNTIES SCHEDULED TO REQUALIFY IN 2023 FOR FYs 2024-2026

Discussion: The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A., Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for complying with laws and requirements applicable to the CDBG program. The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government. (VII. URBAN COUNTY PROGRAM RESPONSIBILITIES in the U.S. Department of Housing and Urban Development Community Planning and Development document included in your packet).

CDBG through El Paso County has funded local projects including the ADA Gazebo Lake Project (Phase 1) and we currently have an application submitted for consideration of Phase 2. The Town will need to requalify in order to receive and expend grant funds under this program.

Actions for BoT consideration:

1. Vote to authorize the Mayor's signature on the CDBG Inclusion Letter and continue renewing the intergovernmental agreement and participate with El Paso County in the CDBG program.
2. Vote to decline participation in the El Paso County CDBG program, terminate the intergovernmental agreement with El Paso County, and authorize the Mayor's signature on the Exclusion letter.

Respectfully,

Becky Frank

RESOLUTION NO. 2023-06

**TITLE:
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF GREEN
MOUNTAIN FALLS, COLORADO ADOPTING PERSONNEL POLICIES AND
PROCEDURES MANUAL**

WHEREAS, the Board of Trustees has determined that it is necessary to adopt a revised section of the Personnel Policies and Procedures Manual.

WHEREAS, The Town’s policy does provide part-time employees with PTO equal to a percentage of what a full time employee would receive.

WHEREAS, this revision adds a portion to the last paragraph on page 8 **PTO Accrual** that shall read; “Part-time employees accrue PTO in hours in proportion to their FTE percentage classification and will be pro-rated accordingly, provided that all part-time employees shall accrue PTO at a rate of no less than one (1) hour for every thirty (30) hours worked for the first 48 hours of accrued PTO.”

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

Section 1

The document attached as Exhibit A, entitled Personnel Policies and Procedures Manual, is hereby approved, and adopted.

INTRODUCED, READ and PASSED this 2nd day of May 2023.

TOWN OF GREEN MOUNTAIN FALLS,
COLORADO

Todd Dixon, Mayor

(SEAL)

ATTEST:

Bo Ayad, Town Clerk



**Personnel Policies and Procedures Manual
Revised 2023-05-02 (Resolution 2023-06)**

**ARTICLE I
INTRODUCTION**

A. PURPOSE AND GENERAL PROVISIONS

1. The Town of Green Mountain Falls recognizes the need for establishing a Personnel Policies and Procedures Manual (the "Manual") for the purpose of ensuring the provision of sound municipal services in an effective and efficient manner as well as for the purpose of promoting the health, safety, morale, and general welfare of the Town. The Manual is also intended to make employees aware of not only their rights and benefits, but the rules by which they must abide while in Town employment. This Manual is not intended to cover every situation. The Town reserves the right to modify, interpret or delete any of these policies and procedures and to revise this Manual at any time.
2. It is the responsibility of the Town Manager to assure the day-to-day administration of compliance with, and interpretation of this Manual. Supervisors within individual departments are also responsible for the appropriate administration of and compliance with this Manual.
3. Certain provisions of this Manual state that disciplinary action may result from specified conduct. The inclusion of these provisions does not and is not intended to limit, in any way, the imposition of disciplinary action for other types of conduct or for other reasons.
4. Copies of this Manual will be provided to all Town employees. Amendments to this Manual will be printed, dated, and distributed to all employees. Employees must execute acknowledgments upon receipt of this Manual and any amendments.

B. APPLICABILITY

This Manual applies to all employees of the Town. When an employee has entered a written employment contract with the Town, that contract shall govern over this Manual

Exhibit A

when a conflict exists between this Manual and the contract.

**ARTICLE II
EMPLOYMENT AT WILL AND EQUAL OPPORTUNITY**

A. EMPLOYMENT AT WILL

The Town Board of Trustees reserves the right, at any time, with or without notice, to amend the provisions of this Manual. Nothing contained herein constitutes an employment contract or an agreement for continued employment. Also, nothing contained herein forms the basis of a property right to continue in the employ of the Town.

Employment with the Town is at will, which means that employees can resign at any time, for any reason or no reason, and that the Town can terminate employment with or without notice at any time, for any reason or no reason.

B. EQUAL OPPORTUNITY EMPLOYER

The Town is an equal opportunity employer. As such, the Town 's policy is to make employment decisions on the basis of the qualifications of the individual, in compliance with State and Federal laws, without regard to race, religion, color, creed, political affiliation, national origin, sex, sexual orientation, age, marital status, or disability.

**ARTICLE III
CLASSIFICATIONS AND COMPENSATION**

A. DEFINITIONS

REGULAR EMPLOYEE

A full-time or part-time employee who is employed by the Town for an indefinite period of time.

TEMPORARY EMPLOYEE

A full-time or part-time employee, including seasonal employees, who is employed by the Town for a finite period of time of six (6) months or less. Temporary employees are not eligible for any benefits.

FULL-TIME EMPLOYEE

A Town employee who works a minimum of forty (40) hours per week on average during a calendar month but works for an indefinite period of time.

PART-TIME EMPLOYEE

A Town employee who works less than forty (40) hours per week for an indefinite period of time.

EXEMPT EMPLOYEE

An employee who occupies a position that is not subject to Federal overtime laws. In the event of a dispute regarding exempt status, the Town Manager will determine such status upon review of the employee's duties and responsibilities.

NON-EXEMPT EMPLOYEE

An employee who occupies a position that is subject to Federal overtime laws.

PAY

Employees will be paid based on a bi-weekly pay period.

SERVICE DATE

An employee's service date is the first day of continuous full-time employment with the Town.

B. SCHEDULE AND TIME RECORDING

1. The work week commences at 12:00 a.m. Sunday and concludes at 11:59 p.m. the following Saturday.
2. The supervisor must establish work schedules for employees. Hours may differ for one or more employees to meet department needs or work requirements. The supervisor will determine the starting and quitting time of each workday/shift. Starting or quitting times may vary where unusual or emergency conditions prevail.
3. Each non-exempt employee must complete a time sheet, as provided by the Town, for each work week recording their hours worked during that work week. The time sheet is to be turned in to the supervisor in accordance with a schedule established by the Town Clerk.
4. Exempt employees are to track exceptions only, such as use and category of any time off, and are not to track the specific number of hours worked on a daily or weekly basis.

C. OVERTIME AND COMPENSATORY TIME OFF IN-LEIU OF OVERTIME PAY

1. Overtime work must be specifically authorized in advance by the employee's supervisor, exceptions may be made in case of emergencies. Employees must obtain verbal or written authorization from the Town Manager prior to continuing work into overtime in any given work period. Emergency conditions such as those affecting the public health, safety, and welfare will be taken into consideration, but verbal or written approval from the Town Manager must be obtained prior to working additional hours. Working unauthorized overtime hours may subject an employee to disciplinary action. Any overtime must be reported by the employee for the work week in which the overtime hours were worked. Exempt employees are not entitled to overtime pay under any circumstances.
2. When non-exempt employees are directed to work more than forty (40) hours per work week, they must be compensated for such overtime at one and one-half times their regular hourly rate of pay.
3. An employee who is required to work overtime and refuses to do so may be

subject to disciplinary action, up to and including termination.

4. Compensatory time will accumulate up to a maximum of 40 hours for all non-exempt employees. The employee and the employee's supervisor will coordinate so that this accumulated compensatory time is taken by the employee as soon as possible after it is earned. If an employee works more than forty hours in a work week and has reached the maximum accumulation, the employee will receive overtime pay for those hours. Accumulated and un-used compensatory time remaining to the credit of the employee upon separation from employment will be paid out at the employee's hourly rate at the time of separation.

D. ONCALL COMPENSATION

Non-exempt Town employees who are required to be on site while on-call will receive on-call pay at a rate to be determined by the Town Manager, Town Clerk, or Town Marshal for their respective departments.

E. MILEAGE

The Town will pay mileage to employees required to use their personal vehicle on Town business at the rate set by the Internal Revenue Service. The employee must keep track of mileage and report such mileage for the work week during which the employee used their personal vehicle.

**ARTICLE IV
BENEFITS**

A. MEDICAL INSURANCE

The Town maintains health insurance, administered by the Town Clerk. If an employee is eligible for health insurance, the effective date of such insurance will be determined by the insurance plan. Employees should contact the Town administrative staff for all information related to health insurance.

B. RETIREMENT BENEFITS

Contact the Town Clerk for information regarding all retirement benefits.

C. EDUCATION AND TRAINING BENEFITS

The Town may contribute salary, tuition, fees, transportation and lodging costs, meals, and other out-of-pocket expenses for required educational and training programs related to the employee's job duties, with prior approval of the Town Manager, Town Clerk, or Town Marshal, as the case may be. Upon receipt of adequate information regarding the education and training program and if approved, the Town will remit payment for the educational or training program. If the employee does not satisfactorily complete the program, the Town may request reimbursement by the employee of the expenses previously paid for by the Town. If an employee pays for the educational or training program, reimbursement may be contingent upon satisfactory completion of the program as determined by the Town Manager, Town Clerk, or Town Marshal, as applicable. Employees who have attended approved, required training or education programs, and completed such training or programs will be reimbursed for the above expenses only upon presentation of all receipts to the Town Manager, Town Clerk, or Town Marshal, as appropriate.

**ARTICLE V
LEAVE**

A. PAID TIME OFF (PTO)

1. Holidays. Full-time regular employees are entitled to eight (8) hours of PTO for the following Town holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day
8. Indigenous Peoples Day/Columbus Day
9. Veterans' Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Eve
13. Christmas Day
14. New Year's Eve

- a. Holidays falling on Saturday are observed on the preceding Friday. Holidays falling on Sunday are observed on the following Monday.
- b. A holiday falling within an employee's pre-approved scheduled vacation will not be charged against the employee's accrued PTO.
- c. Holidays must be observed as they occur, except when the Town Manager determines that an employee must work on a holiday for reasons of public health, safety or welfare. If the Town Manager determines that an employee is required to work on a designated holiday:
 - Full-time and part-time regular employees will receive time-and-a-half pay for hours actually worked on the holiday, regardless of the number of hours worked the rest of the week.
 - For holidays that fall on a Saturday or Sunday that are observed on preceding Friday or Monday, the employee who works on the actual holiday and the observed holiday will only

receive holiday pay for the holiday or the observed holiday, not both.

- Full-time employees will receive one full replacement shift of PTO to be taken on another day. The number of hours allotted is equal to the number of hours that employee is typically scheduled to work on the day the holiday falls. This replacement PTO must be used within two months of the earned holiday. Scheduling the use of the PTO is subject to supervisor approval.
- All work conducted on an observed holiday must be approved by the Town Manager prior to the employee beginning work. Failure to request and receive prior approval is grounds for disciplinary action
- 2. 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 earn annual PTO benefits each year on the basis 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 are 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.

Part-time employees accrue PTO in hours in proportion to their FTE percentage classification and will be pro-rated accordingly, provided that all part-time employees shall accrue PTO at a rate of no less than one (1) hour for every thirty (30) hours worked for the first 48 hours of accrued PTO.

- a. PTO must be approved by the Town Manager or Town Marshal for all employees under their respective authorities. Preference in scheduling time will be given to employees based on total years of service of full-time employment within the department.
- b. To promote an appropriate work-life balance, employees' PTO benefit accruals are capped at a maximum accrual of one year's 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.
- c. Upon separation from the Town, the employee will be paid for the unused portion of accumulated PTO.

B. MILITARY LEAVE

Employees are eligible for paid military leave not to exceed fifteen (15) days in any calendar year for the purpose of attending military training or active service. The Town will grant extended or emergency military leave without pay when required by proper authority, pursuant to applicable law. All benefits continue to accrue during military leave. Employees are eligible for reinstatement following military leave, subject to applicable law.

C. JURY DUTY

Upon receipt of a jury duty summons, employees must submit a copy of the summons to their supervisor. Employees will receive their regular compensation for the first three days of jury service. Time served on jury duty will not be considered PTO. Employees must report to work immediately upon dismissal of the jury, including any dismissals during the course of the duty.

D. ADMINISTRATIVE LEAVE

Employees may be granted administrative leave with pay with advance approval of the Town Manager or Town Marshal, as applicable, for meetings, training and other activities directly related to their work.

E. UNPAID LEAVE

Employees may request leave without pay for reasons not covered by subsection F below. The request must be made at least thirty (30) days prior to the leave to the Town Manager or Town Marshal, as applicable to the requesting employee. The Town Manager or Town Marshal, as applicable, may grant or deny any request in their sole discretion. The Town may require employees to use any accrued or PTO prior to any

unpaid leave.

F. FAMILY MEDICAL LEAVE ACT

The Town is a covered employer under the Family Medical Leave Act ("FMLA") and if an employee is not eligible for FMLA leave due the number of Town employees, the Town desires to provide leave pursuant to FMLA if the employee meets the following eligibility requirements:

1. Employed by the Town for at least one (1) year; and
2. Has worked twelve hundred and fifty (1,250) hours in the last twelve (12) month period.

If an employee, who is not eligible under FMLA, meets the above requirements, the employee will be entitled to the same amount of unpaid leave that would be provided under FMLA if the employee was an eligible employee under FMLA. The Town may require employees to use any accrued PTO leave concurrently with FMLA.

G. PUBLIC HEALTH LEAVE

During a public health emergency and under specific circumstances additional leave may be available to employees. Please contact the Town's Administrative Staff with questions.

**ARTICLE VI
EMPLOYEE CONDUCT**

A. STANDARDS OF EMPLOYEE CONDUCT

1. The Town recognizes that certain guidelines of conduct are necessary for the orderly operation of the organization and the benefit and protection of the rights and safety of all employees.
2. To promote understanding of that which is considered unacceptable conduct, the Town offers the examples listed below, while not exhaustive, for the identification of improper conduct that could be the subject of disciplinary action up to and including immediate termination. The Town retains the right to identify conduct, which may not be listed below as improper, and to treat same as the subject of disciplinary action up to and including immediate termination.
 - a. Theft or unauthorized removal of Town property, another employee's property from the premises, or the conversion of same to personal use.
 - b. Altering or falsifying Town records or reports.
 - c. Deliberately or willfully violating the Town's Equal Employment Opportunity or Harassment Policies, as set out in this Manual, including, without limitation, the use of profane or abusive language on Town premises.
 - d. Using, possessing, or selling alcohol or unlawful drugs, marijuana, or unlawful drugs on Town premises, including Town vehicles or reporting to work under the influence of alcohol or unlawful drugs.
 - e. Improper use of authority or position within the Town for personal profit or advantage.
 - f. Entering false information on the employment application or other personnel records or failing to answer all questions fully and truthfully.
 - g. Actions resulting in injury to individuals or willful destruction/damage to the Town, customer, or private property.
 - h. Acceptance of any gift, fee, money, or other valuable consideration provided with the intent to influence the employee in the performance of official duties.

- i. Disregard or violation of safety, fire or security standards and regulations. Failure to use prescribed safety practices with equipment, chemicals, and tools.
- j. Unauthorized divulgence of confidential Town information.
- k. Insubordination – refusal to follow reasonable supervisory instruction or perform assigned tasks.
- l. Failure to report to work or leaving work during the standard work schedule without notifying an immediate supervisor.
- m. Except for Law Enforcement Officers and personnel authorized by the Town, carrying or concealing a dangerous weapon, as defined in the Colorado Revised Statutes, on Town property.
- n. Conviction of a felony or other criminal act, which occurred while either on duty or off duty, if, in the judgment of the Town, the conviction renders the employee unfit to perform the job; the conviction brings disrepute upon the Town, or the conviction compromises the integrity of the Town.
- o. Use of profane, abusive, or threatening language toward fellow employees or supervisors.
- p. Excessive absenteeism or tardiness.
- q. Neglect of duties or sleeping during scheduled work hours.
- r. Disregard for customer relations, rude or discourteous conduct toward a customer.
- s. Failure to immediately report an accident or injury on or to Town property or during the conduct of business on behalf of the Town to a supervisor.
- t. Incompetent or unsatisfactory work performance as defined within the given job duties or other standard duties and expectations employed with working with customers on behalf of the Town.
- u. Conduct that would bring serious discredit to the Town, its employees, or customers.
- v. Political soliciting or canvassing on Town property while on duty.

B. ATTENDANCE

Dependability is important to efficient Town operations. Attendance and punctuality records will be considered part of an employee's performance review. Unacceptable attendance, lack of punctuality, or any unauthorized absence of an employee from duty may be grounds for disciplinary action, up to and including dismissal. Any employee absent for three (3) consecutive working days without notice will be considered to have resigned.

C. UNIFORMS

The Town will furnish uniforms to employees as deemed necessary by the Town Manager for employees under his authority. The Town will furnish uniforms to employees as deemed necessary by the Town Marshal for employees under his authority.

D. MEAL BREAKS

Non-exempt employees must take an unpaid sixty (60) minute meal break during each work shift. Employees should schedule meal breaks near the middle of each work shift. Supervisors may make scheduling exceptions when necessary.

E. OUTSIDE EMPLOYMENT

All outside employment must be approved in advance by the employee's supervisor and the Town Manager, Town Clerk, or Town Marshal, as applicable. Outside employment that interferes with the employee's responsibilities or creates a conflict of interest will not be permitted.

F. USE OF TOWN PROPERTY

EMPLOYEES MAY NOT USE ANY PROPERTY, EQUIPMENT, VEHICLE OR ANY OTHER TOWN-OWNED MATERIALS FOR PERSONAL REASONS. Town property is restricted for the use of employees in the performance of official Town duties connected with official department functions.

G. CELL PHONES

1. The Town may provide cell phones to employees or departments who have certain job responsibilities which may be enhanced or may require the use of a cell phone.
2. Any Town -issued cell phone that has data capabilities must be secured based on current security standards set by the Town. If a Town -issued cell phone is stolen or missing, it must be reported to the employee's supervisor and the wireless device service provider.

3. Use of a personal cell phone for Town business is subject to the Colorado Open Records Act and may result in the confiscation of the phone for the Town to comply with an Open Records request.
4. The use of a personal cell phone while at work may present a hazard or distraction to the user, co-employees, and the public. This policy is meant to ensure that cell phone use while at work is both safe and does not disrupt business operations. Violation of this policy may subject the employee to disciplinary action, up to and including immediate termination.
 - a. Unless otherwise authorized, employees may only use personal cell phones for an emergency during the employee's work hours.
 - b. When an employee is on a break, the employee may use a personal cell phone, but only if such use does not interfere with other employees. In cases where other employees are present, it is the responsibility of the cell phone user to move to another location. At no time will any employee be disciplined for "eavesdropping" on a private cell phone call if the employee is in Town offices.
 - c. In addition to telephone service, many cell phones or cellular providers offer a host of additional functions and services, including text messaging and digital photography. It is not possible to list all the services that are now – or may become – available. Whether enumerated or not, employees are strictly prohibited from using any of these services while on duty except as provided for in this policy.
 - d. Employees must adhere to all federal, state, or local rules and regulations regarding the use of cell phones while driving. Accordingly, employees must not use cell phones if such conduct is prohibited by law, regulation, or other ordinance.
 - e. Employees with a commercial driver's license or working in safety sensitive functions must comply with hands-free utilization of technology and demonstrate distraction free driving practices.

H. USE OF COMPUTERS

The Town may use software and systems to monitor and record the Internet usage for each user. The Town reserves the right to block access from within its networks to any sites deemed inappropriate or which have a detrimental effect upon network performance. Employees should not have any expectation of privacy as to their usage of the Internet, file transfers, chat sessions, or online subscription or delivery.

1. Employees are expected to properly use the computer resources available

to assist in the performance of their assigned job. Computer misuse may result in discipline, up to and including termination. Examples of misuse include, but are not limited to, the following:

- a. Excessive or Inappropriate Use: An employee's access to the Internet or use of any computing resources may be terminated or limited at the discretion of the employee's Department Manager if the usage is interfering with the performance of duties or is otherwise deemed inappropriate.
- b. Offensive Material: A wide variety of materials available on the internet or received by e-mail may be deemed offensive. These materials include but are not limited to sexually explicit material and material that includes racial, ethnic, religious, or sexist slurs. Employees are not to use the Town 's computing resources to intentionally view, store, print, or redistribute any such document or graphic file. This provision does not apply to police officers performing their job duties.
- c. Personal Economic Gain: The Town's computing resources may not be used in any fashion for personal economic gain, including private businesses or gambling activity.
- d. The Fair Campaign Practices Act: Provisions of the Act must not be violated through usage of the computer.
- e. Software Usage: The installation and use of software must be approved by the Information Services personnel and supervisor. Usage of approved software must comply with all licensing requirements.

I. USE OF TOWN CREDIT CARDS

Employees who have a town credit card must submit a report of credit card expenses with proper documentation to their supervisor by the 7th of each month. If the 7th falls on a weekend, the report and documentation must be submitted the Friday prior. Use of Town credit cards is limited to small, incidental purchases. Purchases over \$500 require prior approval from the Town Manager.

J. CONFLICT OF INTEREST

1. Town employees shall not place their personal or business interests above the best interests of the Town 's constituents. Accordingly, in addition to any other prohibitions established by Municipal Code, ordinance or other applicable law, employees of the Town shall not:
 - a. Engage in a substantial financial transaction for private business purposes with another employee whom they supervise; or

- b. Take any official action that directly and substantially affects their economic benefit, a business or other undertaking in which they have a substantial financial interest; or
 - c. Disclose or use confidential information acquired in the course of their official duties to further personal financial interests or to gain personal information about anyone that is not permitted to be released other than to another law enforcement agency upon official request; or
 - d. Accept a gift which might tend to improperly influence an employee in the discharge of their responsibilities, or which could be construed as a reward for action taken in the course of official duties.
2. Any employee who has a personal interest in any Town contract, purchase, payment or any other financial or monetary transaction with which an employee is involved or has influence must give written notice of such personal interest to the Town Manager within seventy-two (72) hours of being aware of the potential conflict of interest. Failure to disclose such personal interest may result in disciplinary action up to and including immediate dismissal.

K. CONDUCT AND APPEARANCE

All employees must conduct themselves in a manner that reflects favorably on Town by demonstrating tact, courtesy and good judgment. An employee's clothing must be appropriate for the position held. Employees must devote their energies during working hours to the service of the Town and not to personal matters.

L. CRIMINAL CHARGES

1. An employee must notify their supervisor and Town Manager, of any criminal charge no later than 5 working days after such charge is filed. If an employee is hired with pending criminal charges, the employee must immediately report such charges.
2. Criminal charges include felony, misdemeanor, and petty offenses, as defined in the statutes of the United States, the State of Colorado, and any other Town and county governments. Criminal charges do not include traffic or other charges, which are specifically differentiated and exempted from statutory criminal offenses.
3. The Town Manager, will determine the appropriate action regarding the employee's status with the Town, pending the disposition of the case. An employee against whom criminal charges have been filed may be placed on a leave of absence, pending the outcome of such charges. Such leaves

of absence, including pay status, must be approved by the Town Manager,. In the case of a leave of absence without pay, an employee may utilize accrued vacation during this period.

4. The employee is responsible for immediately notifying their supervisor and Town Manager of the outcome of the case. Failure to notify the appropriate personnel may be grounds for termination.
5. The Town reserves the right to take disciplinary action up to and including termination, regardless of the outcome of the case. Retroactive salary and benefits will not be provided in cases resolved through a finding or plea of guilty, no contest, or deferred sentence.
6. The Town Manager, or Town Marshal will determine the appropriate action upon notification of a finding of guilty, a plea of guilty, no contest, or a deferred sentence. The Town Manager or Town Marshal, as applicable, will take into consideration the nature and type of crime involved.

M. WORKPLACE DISCRIMINATION, HARASSMENT AND VIOLENCE

1. The Town has a zero tolerance policy with regard to workplace discrimination, harassment or violence. Employees are entitled to a work environment free of discrimination, harassment, intimidation, stalking, threats of violence, and violence.
2. Discrimination occurs when, in any aspect of employment, an employee is treated differently than similarly situated co-employees on the basis of the employee's race, color, religion, creed, national origin, ancestry, age, sex, marital status, sexual orientation, handicap, disability, or other protected classification.
3. Harassment includes any unwelcome or unsolicited verbal or physical contact that substantially interferes with an employee's job performance or that creates an intimidating, hostile, or offensive working environment.
4. Workplace violence is conduct in the workplace against employers or employees committed by persons who are either employed by the Town or are outsiders, involving:
 - a. Physical acts against persons or against property of the Town.
 - b. Verbal threats or profanity or vicious statements that are meant to harm or cause a hostile work environment.
 - c. Written threats, profanity, vicious cartoons or notes, and other written

statements meant to threaten or to create a hostile work environment.

- d. Visible acts that are threatening or intended to convey injury or hostility.
5. Any employee who experiences any of the foregoing, whether from a member of the public, a co-worker, a supervisor, or other person, should report the same promptly to the employee's supervisor. If the incident(s) involves the employee's supervisor, the employee should report to the Town Manager, Town Clerk, or Town Marshal, based upon which of these officers oversees the employee's department. If the incident(s) involves the Town Manager, the employee shall report the behavior to the Mayor, who will notify the Town Attorney. The notification may be in the form chosen by the employee; the employee is strongly urged to put the notification in writing.
6. No employee will be subjected to reprisal or retaliation for making such a notification; the employee should report immediately any incidents of reprisal, retaliation, or harassment to the party to whom the original report was made.
7. Upon notification, an investigation will be undertaken promptly. Disciplinary or corrective action will be taken when determined to be warranted pursuant to the investigation. The complaining employee will be notified of the results of the investigation.
8. To the extent possible, complaints and investigations will be handled in a confidential manner.
9. If it is determined that any employee's conduct violates the Town's workplace violence and harassment policy as set forth in this Manual, the employee will be subject to corrective or disciplinary action, up to and including termination.

N. SEXUAL HARASSMENT

1. It is the policy of the Town that all employees are entitled to work in an environment free of sexual harassment. Sexual harassment will not be tolerated. A prompt investigation of all claims and complaints of sexual harassment will be undertaken, and effective and appropriate corrective action will be taken when determined to be warranted based on the investigation.
2. Sexual harassment is defined generally as including unwelcome sexual advances, requests for sexual favors or verbal or physical conduct of a sexual nature, whenever:

- a. Submission to the conduct is either an explicit or implicit term or condition of employment.
- b. An employee's reaction to the conduct is a basis for an employment decision affecting that employee, or;
- c. The conduct has the purpose or effect of interfering with the employee's work performance by creating an intimidating, hostile or offensive working environment.

Sexual harassment is not limited to demands for sexual favors. It may include such actions as:

- i. Sexually oriented teasing or jokes.
 - ii. Offensive sexual language, flirtations, advances, or propositions.
 - iii. Verbal abuse of a sexual nature.
 - iv. Graphic or degrading language, comments, or gestures about an individual or their appearance.
 - v. Display of sexually suggestive objects or pictures.
 - vi. Physical contact.
 - vii. Vulgar language.
3. Any employee who believes that he or she is being subjected to sexual harassment should inform the person responsible for the conduct that such conduct is unwelcome and plainly request that it stop immediately, and document it for personal record.
- a. The employee shall inform the Town of the sexual harassment by notifying the employee's supervisor. If the harassment involves the employee's supervisor, the employee shall report the harassment to the Town Manager. If the incident(s) involves the Town Manager, the employee shall report the behavior to the Mayor, who will notify the Town Attorney. The notification may be in the form chosen by the employee; the employee is urged to put the notification in writing.
 - b. No employee will be subjected to reprisal or retaliation for making such a notification; the employee should report immediately any incidents of reprisal, retaliation, or harassment to the party to whom

the original report was made.

- c. Upon notification, an investigation will be undertaken promptly. Disciplinary or corrective action will be taken when determined to be warranted pursuant to the investigation. The complaining employee will be notified of the results of the investigation.
- d. To the extent possible, complaints and investigations will be handled in a confidential manner.
- e. If it is determined that any employee's conduct constitutes sexual harassment, the employee will be subject to corrective or disciplinary action up to and including termination.

O. POLITICAL ACTIVITY

1. No employee or applicant will be required to divulge political beliefs, participate in political activity, or make or withhold contributions to political parties or groups as a condition of employment.
2. No employee or official of the Town shall attempt to direct or coerce any Town employee to contribute or participate in any political campaign, political activity, candidate, cause or organization. No employee's pay, personnel status or promotion shall be made dependent on any such activity. No covert or overt political campaigning or other political activity by a Town employee intended to influence the vote of any other person for or against an elective officer or issue before the electorate, as provided by the applicable Colorado statute dealing with school, general, special, and municipal elections, shall take place while an employee is on duty.
3. Any Town employee who has filed an acceptance of a petition for nomination as a candidate of an elective office of the Town must immediately resign from their employment by submitting a written resignation to the Town Manager, Town Clerk, or Town Marshal, as appropriate.

P. SOCIAL MEDIA

1. Definitions
 - a. *Town social media web sites* means social media established by and for the benefit of the Town with authority granted as outlined in this policy for media relations, public communications, awareness and thought leadership on particular issues or initiatives, collaboration, creation, organization, editing, commenting, or combining or sharing content. Town social media web sites does not include any personal

social media accounts of employees, elected officials, or volunteers.

- b. *Designated Page Manager* is the person(s) authorized by a department director to maintain a specific social media site for the Town or Town department or program by creating posts and monitoring responses.
- c. *Social media* means, but is not limited to, web sites that focus on creating and fostering online social communities for a specific purpose and connecting users from varying locations and interest areas, including, without limitation, social networks (such as Facebook and LinkedIn), instant messaging (including SMS), blogs, wikis and online collaboration (such as SoundCloud), microblogging (such as Twitter), status updates, online forums and discussion boards or groups, web site link sharing, video conferencing, virtual worlds, location-based services, VOD and podcasting, geo-spatial tagging (such as Foursquare and Facebook Checkin), and photo and video sharing (such as Flickr, Instagram, and YouTube). The Town acknowledges that this type of technology changes rapidly, and therefore, this list is intended to be illustrative rather than comprehensive, and this definition should in no way be construed to limit the applicability of this policy.

2. Social Media Policy

- a. Acceptable uses of Town social media web sites:
 - i. Promote the Town by sharing information about the Town and Town departments, services and programs that serve residents, businesses and visitors to the Town .
 - ii. Engage citizens.
 - iii. Raise awareness of Town services, programs, issues, and events.
 - iv. Provide advisory, special situation, and emergency information.
 - v. Recruit employees.
 - vi. Share stories about Town residents, businesses, or visitors, with their permission.
- b. Rules and guidelines for use of Town social media web sites:

- i. Establishment of a Town social media web site or account will be under the general identity and branding of the Town of Green Mountain Falls and authorized by a designated page manager. Individual departments, divisions, and offices may participate directly under the Town of Green Mountain Falls identity or create “sub-identities” that must be integrated under the Town of Green Mountain Falls umbrella.
 - ii. Use of Town social media web sites must comply with all applicable laws, regulations, and policies, including, without limitation, copyright laws, as well as proper business etiquette. If an employee is unsure as to whether information or images are copyright protected or may be displayed on or transmitted through a Town social media web site, contact the designated page manager(?).
 - iii. Town social media web sites may not be used by employees for personal or private purposes, or for the purpose of expressing a personal view on any issue.
 - iv. Only the designated page manager is permitted to post to a Town social media web site.
 - v. Town social media web site content is subject to public records laws generally and specifically the Colorado Open Records Act. Relevant record retention schedules apply to social media content. Content must be managed, stored and be retrievable to comply with all applicable laws and policies.
 - vi. Disclosure of sensitive, confidential, or personal identifying information is prohibited on a Town social media web site. This includes information about litigation or information about claims that could be brought against the Town; nonpublic information of any kind; proprietary, personal, sensitive or confidential information of any kind; medical or private information that violates a person’s HIPAA protection; statements, video or audio that could be viewed as malicious, threatening, obscene or intimidating; and statements, video or audio that disparages Town employees, the public, partners and affiliates, or others, or that might constitute harassment or bullying.
- c. Town Employees may not use Town resources or work time to sign up for or access personal social media accounts.
 - d. Employees who engage in personal use of social media outside of

work may not use the trademark, logo, or name of the Town or that of any Town department or program, nor may they use their affiliation with the Town in association with that personal use. Employees may not speak as a representative of the Town in the course of their personal use of social media. In cases where an employee's personal use of social media may be perceived as being on behalf of the Town, such as if an employee identifies himself or herself as a Town employee, an employee should include a visible disclaimer on their account to inform other users that their opinions are their own and do not represent those of the Town.

- e. An employee's personal use of social media for Town purposes or in a manner related to Town business may subject that employee and their personal social media account to this Manual, including, without limitation, disclosure of records subject to the Colorado Open Records Act and all other Town policies, including every provision of this Manual, specifically including, without limitation, Article X, Disciplinary Actions. Employees are advised that their conduct on social media may also reflect on their fitness to perform their jobs.

Q. RELEASE OF PUBLIC INFORMATION (INCLUDING TO THE MEDIA)

1. The intent of this policy is to ensure that the public receives accurate, thorough, and timely information from the Town.
2. Only the Town Manager is authorized to make public statements about the operations and issues concerning Town policy. All requests for interviews must be coordinated with Town Manager.
3. In accordance with the Colorado Open Records Act, requests for written materials should be received in writing and coordinated through the Town Clerk.
4. This Section of the Manual does not apply to the Marshal's Department, which is subject to separate regulation under the Colorado Criminal Justice Records Act.

S. PUBLIC HEALTH EMERGENCY WHISTLEBLOWER PROTECTION

The Town does not discriminate, take adverse action, or retaliate against employees who:

1. Raise reasonable concerns about workplace violations of government health or safety rules or about an otherwise significant workplace threat to health and safety related to a public health emergency.

2. Voluntarily wear personal protective equipment that provides a higher level of protection than equipment provided by employer or recommend by a federal, state, or local public health agency with jurisdiction over the workplace so long as the increase protective equipment does not render the employee incapable of performing the employee's duties.
3. Oppose any practice that the employee believes is unlawful pursuant to Article 14.4, Title 8 of the Colorado Revised Statutes, as may be amended, or make a charge, testify, assist, or participate in any investigation, proceeding, or hearing related to matter the employee believes to be unlawful.

This protection for employees does not apply in cases where the employee discloses information that the employee knows to be false or with reckless disregard for the truth or falsity of the information.

Complaints or concerns regarding workplace practices related to a public health emergency are encouraged to contact the appropriate department head.

**ARTICLE VII
SAFETY RULES; EMPLOYEE RELATED ILLNESS OR INJURY**

A. SAFETY RULES

The Town Manager, or a delegate, acting in the capacity of "Safety Officer," will be responsible for the implementation and administration of these Safety Rules. The Safety Officer, if different from the Town Manager, must report to the Town Manager all concerns regarding the effectiveness of the Safety Rules and make recommendations for necessary and appropriate changes.

EACH DEPARTMENT HEAD, SUPERVISOR AND EMPLOYEE MUST ALWAYS BEAR IN MIND: THE BEST WAY TO AVOID ACCIDENTS IS TO KEEP YOUR MIND ON WHAT YOU ARE DOING!

The following Safety Rules represent minimum requirements and are intended to cover day to day activity. However, it is not possible to cover all hazardous and emergency conditions that may be encountered by Town employees. All employees shall:

1. Adhere to these Safety Rules and perform their work according to these Safety Rules and as otherwise communicated by superiors.
2. Refrain from any unsafe act that might endanger themselves, a fellow employee, or a member of the public.
3. Use all safety devices provided and specified for the protection of employees and the public.
4. Report immediately any unsafe condition or act to their immediate supervisor or the Town Safety Officer.

B. ACCIDENT REPORTING

Employees shall report immediately all accidents as follows:

1. Employees shall report work-related injuries to their supervisor as soon as possible. Employees must also file a Workers' Compensation form within three (3) days of any work-related injury.
2. Employees shall report immediately all accidents involving Town -owned vehicles or equipment to the employee's supervisor and to the appropriate law enforcement agency. Employees involved or having any knowledge of the facts shall remain at the accident scene until excused by their supervisor or the investigating law enforcement agency.
3. In any situation involving personal injury or property damage of any kind and

involving Town -owned vehicles or equipment, the supervisor shall conduct an inquiry into the circumstances involving such personal injury or property damage and shall prepare a written report including a complete and detailed statement of the facts, which shall be submitted as soon as possible to the Town Manager.

C. WORK RELATED INJURIES

1. Regular employees of the Town, excluding temporary employees, shall use accrued PTO, if the employee suffers an injury that is the result of an accident or incident within the scope of the employee's job that renders the employee totally incapable of performing any reasonable duties for the Town. The employee shall continue to use accrued PTO leave after Worker's Compensation benefits are being paid to the employee. In addition, the employee's FMLA leave if employee is eligible, shall run concurrently with accrued PTO.
2. If an employee is unable to perform their duties for the Town due to a work-related injury, the employee shall not engage in any employment outside the Town.
3. There may be no entitlement to compensation under the Worker's Compensation Insurance Law nor from the Town where an injury is caused by the willful failure to obey any reasonable rule adopted by the Town for the safety of the employee or where injury results from intoxication or use of a controlled substance by the employee. Such incident may be cause for termination.

D. VEHICLE EQUIPMENT OPERATION

1. No Town employee shall operate a Town vehicle or equipment while on duty without first being trained, instructed, or certified, as may be applicable, in the proper operation and use of that vehicle or equipment.
2. Employees must possess a valid driver's license to operate any Town vehicle. Employees must notify their supervisor immediately if their driver's license becomes suspended, revoked or invalid for any reason.
3. Town employees shall, always, drive Town-owned motor vehicles and motorized equipment according to applicable law and regulations in a safe and prudent manner.
4. Any Town employee who abuses or negligently uses Town -owned motor vehicles or motorized equipment or machinery or equipment of any kind or who violates the traffic ordinances of the Town or of the State of Colorado while on duty or while operating a Town vehicle shall be subject to

disciplinary action up to and including immediate dismissal.

5. If an employee receives a summons, complaint or other charge while on duty and operating a motor vehicle or other motorized equipment, the employee shall report that issuance to their supervisor. Any employee who drives a Town vehicle or equipment without possessing a valid Colorado driver's license or who continues to operate a Town vehicle or equipment with knowledge that their driver's license has been suspended or revoked, shall be subject to disciplinary action.

E. PERSONAL PROTECTION EQUIPMENT

1. **HEAD:** Hard hats will be used by all employees working in areas where danger of head injury from impact or from falling or flying objects or from electrical shock and burns exists.
2. **EYE AND FACE:** Eye and face protection equipment shall be used by all employees when machines or operations present the potential for eye and face injury from physical, chemical or radiation agents.
3. **RESPIRATORY PROTECTION:** Respiratory protective devices shall be used by all employees when working in atmospheres immediately dangerous to life and health or where there is an immediate threat of exposure to contaminants which are likely to have adverse delayed effect on the health of employees.
4. **FOOT PROTECTION:** Protective footwear shall be used by all employees when working where equipment operation or the movement of heavy materials or construction situation could cause injury to the feet. Sneakers and open-toed shoes will not be considered as protective footwear.
5. **HAND:** Protective gloves should be worn by all employees when work site operations could cause injury to the hands.
6. **EARS:** Hearing conservation devices shall be worn by all employees working in areas where a danger of noise exposure exists.
7. **HIGH VISIBILITY OUTER WARNING GARMENTS:** Outer garments marked or made from reflector or high visibility material shall be used by all employees when exposed to vehicular traffic on alleys, roads, streets, or highways.
8. **SAFETY BELTS, LIFELINES AND LANYARDS:** Safety belts, lifelines and lanyards shall be used by all employees when working in an overhead position which may require use of both hands and when there is a danger of falling.

9. SPECIAL PROTECTIVE CLOTHING OR PROTECTIVE DEVICES - GENERAL: Special protective clothing or protective devices shall be used by employees where required.
10. TOWN TO PROVIDE PROTECTIVE DEVICES OR EQUIPMENT: The Town shall provide the protective clothing and equipment specified in the paragraphs of this Article, except for protective footwear. Any employee may provide at their own expense protective clothing or equipment, so long as each piece of such clothing or equipment is first approved for wear or use by the Department Head.
11. LOSS OR ABUSE OF SAFETY EQUIPMENT: Loss, abuse of, or unnecessary damage, to safety equipment may result in the replacement of the equipment at the expense of the employee responsible for the loss or damage.

**ARTICLE VIII
EMPLOYMENT PRACTICES**

A. VACANCIES/APPLICATION

1. All vacancies may be filled by an internal or external application process or alternatively, may be filled through internal promotion without posting the vacancy. The Town Manager shall make the decision about the application process.
 - a. If the internal application process is selected, the position shall be open only to then-current employees of the Town who meet the minimum qualifications for the position. The vacancy will be announced by posting an announcement a minimum of seven calendar days in advance of hiring. Announcements shall be posted in Town Hall. Such announcements will contain but not be limited to the following information: job title, salary range, job description, essential job functions, minimum qualifications, the time, and place for making application and any other license or certification requirements.
 - b. If the external application process is selected, the vacancy shall be announced in at least one publication in a newspaper of general circulation in the Town, and by such additional methods of dissemination as deemed appropriate by the Town. All vacancy announcements shall include a statement that the Town is an equal opportunity employer. Publication is only required for full-time positions. Such announcements will contain but not be limited to the following information: job title, salary range, job description, essential job functions, minimum qualifications, the time, and place for making application and any other license or certification requirements.

B. APPLICATIONS

1. All persons wishing to apply for Town employment, including those who are already employees of the Town and who wish to go through an internal promotion or appointment process, must complete a Town job application form, which must be submitted to the Town by the designated deadline. A resume may be attached to the application but may not be substituted for the application.
2. A qualified applicant's driving record and criminal history shall be checked prior to employment; provided that criminal history may only be checked after a conditional offer of employment has been made. This requirement shall not be applicable to internal applicants. After applications have been

reviewed, those applicants determined to be best qualified based on the application shall be interviewed and tested, as appropriate. All Town applicants for safety sensitive positions may be required to submit to a drug test. Marshal's department applicants shall also submit to an oral board examination, physical examination, polygraph examination, and psychological testing.

C. QUALIFIED APPLICANTS

1. Applications received for a vacant position shall be forwarded to the supervisor for review. The supervisor shall forward his recommendation to the Town Manager, for hiring approval. The hiring of the Town Manager position is handled by the Town Board of Trustees.
2. No employee may begin employment until all pre-employment testing is completed. All new employees shall complete appropriate payroll forms on or before the first day of employment.

D. PRE-EMPLOYMENT TESTING

Employees may be subject to pre-employment testing as requested by the Town to determine their present and continuing qualifications to perform safely or competently the responsibilities of any position that the employee is offered or receives with the Town. Upon approval by the Town Manager, the Town shall bear the expense of all such testing.

F. NEPOTISM POLICY

A relative or "significant other" of an employee shall not be considered for regular employment by the Town in circumstances where:

1. One directly or indirectly would exercise supervisory, appointment, or termination authority or disciplinary action over the other.
2. One would audit, verify, receive, or be entrusted with moneys received or handled by the other; or
3. One has access to the Town 's confidential information, including personnel records.

For purposes of this policy, relatives are defined as the employee's spouse, children, parents, siblings, in-laws, aunts, uncles, nieces, nephews, first cousins, and step relatives. In the event employees who are in a supervisor/subordinate relationship within the organization decide to marry or to reside in the same household, one employee must

be transferred to another position consistent with this policy promptly upon the occurrence of such marriage or residence.

Exceptions to this policy may be considered and approved by the Town Manager, in the event that the necessary services cannot reasonably be provided by another employee or applicant. Provided, however, that this policy shall not be applicable to the employment of summer employees.

G. PROMOTIONS

The Town shall, where possible, fill vacancies by the promotion of qualified current employees. Preference will be given to employees in the Department where the promotional opportunity occurs. An employee receiving a promotion shall be raised to the appropriate pay grade for the new position.

H. TRANSFER

1. Definitions:
 - a. **In-grade Transfer:** The movement of an employee from one position to another position involving the performance of similar duties and requiring essentially the same basic qualifications.
 - b. **Out-of-grade Transfer:** The movement of an employee from one position to another position involving the performance of greater or lesser duties and requiring greater or lesser basic qualifications.
2. Department Heads of all departments affected, and the Town Manager (or designee) must give prior approval to all transfers. There shall be no change in compensation for an in-grade transfer. For out-of-grade transfers, the Town Manager will make the decision regarding compensation increase/decrease based on the job description for the employee's new position. The service date of a transferred employee shall remain the same. The hiring department shall assume all PTO and any other applicable benefits the transferred employee has accrued.
3. Any questions regarding whether a transfer will be classified as in-grade or out-of-grade shall be addressed to the Town Manager.

I. PERFORMANCE EVALUATIONS

1. All employees will receive annual written performance evaluations prepared by the Town Manager. The Town Marshal will participate in the performance evaluations of deputies in conjunction with the Town

Manager.

2. Evaluations will be based on the job duties and responsibilities of the employee's position as identified by the job description. Regular employees will receive a copy of their written evaluation prior to their position review date. Performance evaluations for regular employees shall provide a basis for merit pay increases and promotions. All evaluations will be discussed with the employee by the Department Head. The employee must sign the evaluation to indicate that the evaluation was discussed. A copy of the evaluation will be maintained in the employee's personnel file.

J. GRIEVANCE PROCEDURE

1. To the extent that problems occur, the employee is encouraged to promptly seek assistance from the employee's immediate supervisor. Interference with or discrimination against any employee who files a complaint will not be tolerated.
2. The Town strongly encourages the use of non-adversarial dispute resolution techniques to resolve problems in a manner that is satisfactory to all affected parties. Alternative means to resolve personnel issues may be developed either prior to the filing of a formal complaint or during the investigation and formal processing of a complaint. Employees are also encouraged to suggest means of resolving disputes without compromising their rights to the formal process.
3. Whenever an employee believes that some condition of employment, other than harassment and sexual harassment, has developed which is adversely affecting the employee's working conditions, the employee has the right to file a complaint. The steps to be followed in filing a complaint and seeking remedial action are:
 - a. The employee must contact the employee's immediate supervisor for resolution. If the employee does not feel that the immediate supervisor has resolved the issue, then the employee must contact the top executive administrator in their department, personally, specifically the Town Manager or Town Marshal, as applicable, and present, in writing, the circumstances surrounding the complaint. A recommendation for a fair resolution or corrective action must be made within 5 business days, or at least in a timely manner, of the

complaint issue arising.

- b. If the complaint is regarding the top executive administrator in their department, the employee shall contact the Mayor and present, in writing, the circumstances surrounding the complaint. The Mayor shall contact the Town Attorney for guidance.

**ARTICLE IX
METHODS OF SEPARATION**

A. RESIGNATION

Any employee who wishes to resign should inform their supervisor in writing fourteen (14) calendar days in advance of the resignation date. The supervisor shall inform the Town Manager, Town Clerk, or Town Marshal, as appropriate. The Town reserves the right to request that an employee's resignation be effective immediately.

B. FURLOUGH

If it becomes necessary to furlough employees due to lack of funds, change in department status, reorganization or any other reason, supervisors shall recommend to the Town Manager, which employees they intend to furlough. Furloughs will be based on employee's respective qualifications, skills, and performance, as well as departmental needs. The Town shall be the sole judge of employees' qualifications, skills, and performance.

A full-time or part-time employee being furloughed will receive a notice of two (2) working days prior to the actual furlough date unless the furlough is of a temporary nature (one month or less). Employees completely furloughed shall not accrue PTO nor be eligible for benefits. If employees are partially furloughed, they shall receive benefits and accrue PTO in accordance with the status of their position.

Based on their date of furlough, employees who have been furloughed shall be given preference over new applicants for any position in any department for which the furloughed employee is qualified.

C. TERMINATION

Employees are at-will. Therefore, the Town reserves the right, subject to applicable law, to terminate an employee with or without notice at any time, for any reason. In addition, the Town Manager serves at the pleasure of the Town Board of Trustees, pursuant to the Municipal Code.

D. SEPARATION FROM EMPLOYMENT

1. When leaving Town employment, the employee will receive the following compensation:
 - a. Regular wages for all hours worked up to the time of separation which have not already been paid.
 - b. Any accrued PTO or compensatory pay due.

2. The supervisor shall complete the following steps when an employee is separating:
 - a. Ensure that the separating employee's final paycheck is provided in accordance with state law.
 - b. Collect all Town property, including, without limitation credit cards, tools, keys, laptop computers, files, cell phones, pagers, identification cards, etc.
3. Failure to return all Town property may result in criminal charges being filed against the separating employee.
4. The Town reserves the right to deduct amounts from the final paycheck as provided for by any contract between the Town and the employee or the costs of any unreturned Town property.

E. POST EMPLOYMENT REFERENCES

All questions and requests for references regarding employees and former employees under the supervision of the Town Manager will be referred to the Town Manager. All questions and requests for references regarding employees and former employees under the supervision of the Town Clerk will be referred to the Town Clerk. All questions and requests regarding employees and former employees under the supervision of the Town Marshal will be referred to the Town Marshal. It is the policy of the Town of Green Mountain Falls to offer only the following information regarding any request for information or requests of references for former employees:

1. To state the Town Policy as it regards to post-employment references.
2. To state the dates of employment with the Town including the starting date and date of separation.
3. To confirm last salary earned.
4. To state the last rank held by the former employee.

**ARTICLE X
DISCIPLINARY ACTIONS**

A. GENERAL CONDUCT GUIDELINES

1. Disciplinary actions may take the form of a written reprimand, suspension of dismissal depending on the severity of the infraction and the employee's past performance record. Employment with the Town is at will. Therefore, the Town may separate an employee from employment with the Town, at any time, with or without notice, for any reason or no reason, subject to applicable law. However, by way of example and not by way of limitation, the following actions may result in disciplinary action up to and including immediate dismissal:
 - a. Violation of any provision of the Manual.
 - b. Unsatisfactory job performance, including unsatisfactory attendance, tardiness, or unauthorized early departures.
 - c. Engaging in any conduct that is or could be detrimental to the Town, or that could negatively affect the public perception of Town government.
 - d. Failure to comply with instructions or assignments made by supervisors.
 - e. Theft, destruction, or abuse of the Town 's property, another Town employee's property, or a citizen's property.
 - f. Using, consuming, possessing, selling, purchasing, manufacturing, distributing, dispensing, transporting or being under the influence of alcohol or any drugs which are controlled substances pursuant to the Controlled Substances Act, 21 U.S.C., Section 801, *et seq.*, while on duty.
 - g. Falsifying the reason for an absence.
 - h. Insubordination.

- i. Any negligent action resulting in injury to the employee or others, or damage to Town property or the property of other employees.
- j. Sexual harassment.
- k. Rude, offensive, or harassing conduct in the presence of other employees or the public relating to race, color, national origin, religion, disability, age, sex, or marital status, including without limitation degrading comments, jokes, display of cartoons or pictures, or other actions.

B. TYPES OF DISCIPLINARY ACTION

- 1. By way of example but not limitation, the following are examples of disciplinary actions that may be taken against employees in the sole discretion of the Town. The Town may administer any method of discipline at any time, with no obligation to take a lesser disciplinary action before imposing any method of discipline.
 - a. **WRITTEN REPRIMAND:** Reprimands shall be in writing and administered by the Town Manager or the Town Marshal for all employees under their respective authorities. A reprimand shall list the specific reasons for the reprimand and shall be maintained indefinitely in the employee's personnel file. A copy will be submitted to the employee. Such reprimands will be considered with respect to the employee's performance evaluations, pay increases and promotions.
 - b. **SUSPENSION:** Suspensions shall be administered by the Town Manager or the Town Marshal for all employees under their respective authorities. A written statement listing the reasons for the suspension and effective dates of the suspension will be submitted to the employee and maintained indefinitely in the employee's personnel file. Suspension may be with or without pay. Suspensions will be considered with respect to the employee's performance evaluations, pay increases and promotions.
 - c. **DISMISSAL:** Dismissal shall be administered by the Town Manager for all employees under the Town Manager's authority. Dismissal of

employees under the Town Marshal's supervision shall be administered by the Town Manager in consultation with the Town Marshal. A written statement listing the reasons for the dismissal and effective date of the dismissal will be submitted to the employee and maintained indefinitely in the employee's personnel file.

- d. **OTHER:** Other types of actions that may be appropriate from time to time may include mandatory training, counseling, or other corrective measures.

**ARTICLE XI
DRUG FREE WORKPLACE POLICY**

A. POLICY

The Town of Green Mountain Falls is dedicated to providing a drug free workplace. We also recognize that our employees are our most valuable resource, and it is our goal to provide a healthy, satisfying working environment which promotes personal opportunities for growth. In meeting these goals, it is our policy to: (1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; (2) create a workplace environment free from adverse effects of drug abuse; and (3) prohibit the use, possession, sale, purchase, manufacture, distribution, dispensing, transport or being under the influence of any drugs which are controlled substances under the Controlled Substances Act, 21 U.S.C. Section 801, *et seq.*, while on duty.

For purposes of this Article, the term "employee" shall include a volunteer, or an individual who performs hours of service for the Town without promise, expectation, or receipt of compensation for services rendered.

Notwithstanding any other policy, this Policy applies to all Town employees, including members of the Marshal's Department, except as noted herein.

B. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, and the public from the risks posed using prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug programs.

C. APPLICABILITY

1. Alcohol

Employees are prohibited from impaired by alcohol while performing Town business or while driving a Town vehicle.

Exceptions: (1) An employee is not on duty and attending an officially sanctioned private function; (2) an employee is not on duty and at a Town location as a customer; and (3) an employee is a member of the Marshal's Department and as part of the employee's official duties, consumed alcohol in accordance with Marshal's Department procedures.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this policy.

Employees holding a Commercial Driver's License ("CDL") are also subject to the alcohol levels defined by the Department of Transportation ("DOT") regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this policy.

2. Legal Drugs

It is the responsibility of the employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers or the public to advise their supervisors that they are taking prescription medication that may affect their performance.

Employees who work in positions operating vehicles or dangerous equipment or positions affecting the health or safety of co-workers, or the public are prohibited from consuming, being under the influence of, subject to the effects of or impaired by legally obtained prescription drugs while performing Town business, unless the following two determinations have been made:

- i. It is determined by both the employee's supervisor and the Town Manager that the employee's job performance will not be affected, and that the employee does not pose a threat to his/her own safety.
- ii. It is determined by both the employee's supervisor and the Town Manager that the employee will not pose a threat to the safety of co-workers or the public, and the employee will not disrupt the efficient operation of the Town.

3. Illegal Drugs

Employees are prohibited from consuming, being under the influence of, subject to the effects of, or impaired by, illegal drugs while performing Town business, while driving a Town vehicle or while on Town property.

Employees are also prohibited from selling, purchasing, transferring, or possessing an illegal drug.

Exceptions. An employee is a member of the Marshal's Department and as part of the employee's official duties, may sell, purchase, transfer or possess illegal drugs in accordance with the Marshal's Department procedures.

D. DRUG AND ALCOHOL TESTING

1. Pre-employment Testing

The Town Manager or Town Marshal, as applicable, may implement screening practices designed to prevent hiring individuals for job positions whose use of illegal drugs may affect the public health or safety and whose use of drug and alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

Employees who will be filling jobs defined as safety-sensitive or requiring a CDL, prior to the first time the employee performs a safety-sensitive function, shall be tested for controlled substances, and may be tested for alcohol.

Pre-employment test results:

a. Alcohol

Where alcohol is detected and it is determined to be a potential safety risk, employment will be denied.

b. Legal Drugs

Where use of a prescription drug is detected, applicants may be required to offer proof that the drug has been prescribed by a physician for the applicant. If the applicant is unable to provide proof, employment may be denied.

c. Illegal Drugs

Employment will be denied when the presence of an illegal drug is detected.

2. Reasonable Suspicion Testing

In accordance with applicable federal and state law, the Town Manager may initiate a drug or alcohol test with reasonable suspicion to believe the employee under their supervision has violated this policy. The Town Manager or Town Marshal, or the employee's supervisor, as applicable, must base the decision to test on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The Town Manager or Town Marshal, or the employee's supervisor, as applicable, must thoroughly document specific, personal observations that cause them to have the reasonable suspicion of impairment due to drugs or alcohol. The documentation for suspicion testing must be completed within 24 hours of the observed behavior or before the results are released, whichever is earlier.

a. Alcohol Tests

An employee will only be tested for alcohol based upon the observations outlined above. If the employee fails or refuses to be tested within 2 hours of the observations, the employee's supervisor will document in writing why the alcohol test was not promptly administered. After 8 hours, the employee's supervisor will cease attempts to require the test and will prepare a written documentation stating the reasons for not administering the test.

If the employee's supervisor has reasonable suspicion that the employee is under the influence of or impaired by alcohol, the employee will not be permitted to work until the employee has taken an alcohol test and the results show a blood alcohol content of 0.02% or less; or twenty-four (24) hours have passed after the observation. No action shall be taken against the employee solely on the basis of the employee's behavior and appearance in the absence of an alcohol test.

b. Drug Tests

When the employee's supervisor has reasonable suspicion that an employee is using or has used illegal drugs, the supervisor will write down their specific, personal observations and sign the report within twenty-four (24) hours after the supervisor observed the employee or before the drug test results are released, whichever is earlier.

If the test is required but not administered within thirty-two (32) hours after the observation, the supervisor shall cease attempts to administer controlled substance testing and document in writing the reasons for not administering the test.

If the employee's supervisor has reasonable suspicion that the employee is under the influence of or impaired by drugs, the employee will not be permitted to work until the employee has taken a drug test and the results show no illegal drugs; or thirty-two (32) hours have passed after the observation. No action shall be taken against the employee solely on the basis of the employee's behavior and appearance in the absence of a drug test.

3. Post-Accident Testing

As soon as possible after an accident involving a Town vehicle or a personal vehicle while performing duties on behalf of the Town, the driver-employee shall be tested for both alcohol and drugs when the accident:

- a. Involved a fatality or serious bodily injury requiring immediate medical attention.

- b. The employee received a citation under state or local law for a moving traffic violation arising from the accident; or
- c. The accident violated a department safety guideline or procedure.

If an employee fails or refuses to take an alcohol test within 2 hours after the accident, the employee's supervisor will prepare and keep a file stating why the test was not taken. If the alcohol test is not administered within 8 hours after the accident, the employee's supervisor will cease attempts to require the test and will prepare a file stating why the test was not administered.

If the employee fails or refuses to take a drug test within 32 hours after the accident, the employee's supervisor will cease attempts to require the test and will proceed to prepare a file stating why the test was not administered.

4. Return to Duty Testing

If an employee has violated the prohibited conduct in this policy, the employee may not return to work unless the employee has taken an alcohol and drug test and both tests were verified negative.

5. Random Testing

As used in this policy, "random testing" means a method of selection of employees in safety-sensitive positions for testing, performed in a scientifically valid method. The selection will result in an equal probability that any employee from a group of employees will be tested. Furthermore, the Town has no discretion to waive the selection of an employee selected by this random selection method.

The Town Manager shall assure that random tests are unannounced and spread reasonably throughout the year.

The Town Manager shall ensure that the employees selected for random tests proceed immediately to the testing site upon notification of selection.

Employees engaged in safety-sensitive duties shall be included in the random testing pool and shall be subject to the random testing requirements under this policy. If such employee is drawn for a random test while the employee is on inactive employee status, that employee shall be tested before being permitted to return.

Random testing does not apply to reserve officers and volunteers.

6. Commercial Driver's License Testing

For those positions requiring a CDL, the Town adheres to the DOT regulations concerning drug and alcohol testing in addition to the testing described in this policy.

7. Specific procedures for drug and alcohol testing may be set forth in separate policies, and the Town may contract with a third-party testing company. The results of the employee's alcohol or drug test or tests will not be released to others unless the employee expressly authorizes the release or unless required by law.
8. Alcohol and Drug Tests Are Not Optional
 - a. The employee may not refuse to take a post-accident alcohol or drug test, a random alcohol or drug test, a reasonable suspicion alcohol or drug test, or a follow-up alcohol or drug test. If an employee refuses to take any of these tests, the supervisor will consider that the employee tested positive for alcohol or drugs.
 - b. Refusing to be tested means that the employee either:
 - i. Did not provide enough breath for testing without a valid medical explanation after the employee was told the requirement for breath testing;
 - ii. Did not provide adequate urine for drug testing without valid medical explanation; or
 - iii. Engaged in conduct that clearly obstructed the testing process.
9. Violations
 - a. Immediate Consequences

The employee will not be allowed to work if the employee has violated the Town's alcohol and drug policies in this Manual and the public health or safety is affected. The employee will not be permitted to work on a safety-sensitive function if it is determined that the employee violated these policies.

If an employee's positive test result has been confirmed by a confirmatory test or tests and reviewed by the Medical Review Officer, the employee will be subject to a corrective or disciplinary action up to and including termination pursuant to this Manual. Factors to be considered in determining whether a corrective action or disciplinary action should be

administered, and their severity, may include, without limitation, the employee's work history, the employee's history of drug or alcohol abuse, if any, whether the use of alcohol or drugs endangered public safety, the safety of fellow employees or property, length of employment, current job performance and prior corrective or disciplinary action.

b. Evaluation

If the employee has engaged in prohibited conduct, the employee will be advised by their supervisor of the resources available to them in evaluating and addressing their alcohol or drug abuse problem, including the names, addresses and telephone numbers of substance abuse professionals, counseling, and treatment programs.

10. Return-To-Duty Testing

An employee found to be in violation of this policy, before returning to duty or working on a safety-sensitive function, will be required to take a return-to-duty alcohol test with the result indicating less than 0.02, if the employee's conduct involved alcohol, or a negative test, if the conduct involved illegal drugs. "Return-To-Duty" testing does not guarantee the employee will be allowed to return to work following a violation of this policy.

11. Follow-Up Testing

An employee found to be in violation of this policy may also need to take unannounced alcohol and drug tests after they come back on duty. The number and frequency of the tests will be decided in consultation with a substance abuse professional.

12. Refusal to Comply with Above Steps.

Refusal to comply with the steps listed in this policy after testing positive for alcohol or drugs, or after refusing to take a required alcohol or drug test, is grounds for immediate termination.

**ARTICLE XII
MOTOR VEHICLE RECORDS REVIEW POLICY**

A. PURPOSE

The purpose of this policy is to establish procedures and standards for the review of employees who drive motor vehicles on Town business.

B. RESPONSIBILITIES

The Town Manager, Town Clerk, or Town Marshal, as applicable, shall administer this policy.

C. PROSPECTIVE EMPLOYEES

1. Each prospective employee must have a valid driver's license of the appropriate type if one is required for the position. Each such prospective employee must provide at their own expense a current Motor Vehicle Record (MVR) that is no older than 30 days.
2. The Town Manager or Town Marshal, as applicable, will evaluate the prospective employee's MVR prior to hiring. No person shall be hired into a position requiring a driver's license unless the person's MVR meets the criteria listed in Section E below.

D. CURRENT EMPLOYEES

Each current employee must have a valid Colorado driver's license of the appropriate type if one is required for the position. The Town Manager or Town Marshal, as applicable, will obtain at least annually at the entity's expense a copy of the MVR for each employee.

MVRs for current employees may also be requested and reviewed in the following situations:

1. After an on-the-job collision determined to be preventable by the department
2. If a complaint is received regarding the employee's driving while on entity business.
3. If an employee transfers to a position requiring valid Colorado driver's license (or into a position requiring a different type of driver's license than required for the current position).

E. EVALUATING MVRS AND DRIVING RECORDS

The following criteria will be used when evaluating MVRs and driving records:

1. **Clear MVR** – No minor convictions or preventable collisions in the last 3 years and no major violations/convictions in the last 5 years.
2. **Acceptable MVR**
 - a. No major violation/convictions in the last 5 years; OR
 - b. 2 minor convictions in the last 3 years; OR
 - c. 1 preventable collision and 1 minor conviction in the last 3 years.
3. **Marginal MVR**
 - a. 3 minor violations/convictions in the last 3 years; OR
 - b. 2 preventable collisions in the last 3 years; OR
 - c. Any combination of minor convictions and preventable collisions totaling 3 in the last 3 years.
4. **Unacceptable MVR**
 - a. 1 or more major violations/convictions in the last 3 years; OR
 - b. 4 or more minor convictions in the last 3 years; OR
 - c. 3 or more preventable collisions in the last 3 years; OR
 - d. Any combination of minor convictions and preventable collisions totaling 4 or more in the last 3 years.
5. Major and minor convictions are listed below. The entity's Vehicle Accident Review Policy will be used to determine the preventability of motor vehicle accidents for current employees.
 - a. **Major Violation/Convictions include, but are not limited to the following:**
 - Driving under the influence of alcohol or drugs (DUI) or while ability is impaired (DWA)
 - Reckless driving
 - Racing/speed contests
 - Speeding 20 mph or more over the posted speed limit
 - Leaving the scene of an accident
 - Failure to report an accident.
 - Making a false accident report

Vehicular homicide or manslaughter
Attempting to elude a police officer
Driving while license is suspended, revoked, or restricted.
Driving an entity vehicle that has been locked/tagged out.

b. **Minor Convictions include, but are not limited to the following:**

Speeding less than 20 mph over the posted speed limit
Running a stop sign or red light
Improper turn
Passing across a double yellow line
Failure to yield
Following too close
Failure to wear a seatbelt
Careless driving
Failure to possess a valid Colorado driver's license
Failure to provide proof of insurance if operating their personal vehicle
Motor vehicle equipment violations
Operating a defective or unsafe vehicle
Failure to stop for a school bus with its red flashers activated

F. CORRECTIVE ACTION FOR MARGINAL AND UNACCEPTABLE DRIVING RECORDS

1. When an employee's MVR falls into the unacceptable category, corrective action up to and including termination of employment will be taken.
2. When an employee's MVR falls into the marginal category, corrective actions, including without limitation the following, will be taken:
 - a. Attending a defensive driver training program.
 - b. Participating in a documented ride-along evaluation.
 - c. Other actions as deemed appropriate.

G. DRIVER'S LICENSE SUSPENSIONS, REVOCATIONS OR RESTRICTIONS

It is the employee's responsibility to notify the supervisor immediately if the employee's driver's license is suspended, revoked, or restricted for any reason. Failure to do so may be grounds for corrective action, up to and including termination of employment.

ACKNOWLEDGEMENT

I have read and I understand and agree to abide by this Personnel Policies and Procedures Manual for the Town of Green Mountain Falls. I acknowledge that this manual does not constitute a contract of employment. I further acknowledge that my employment with the Town of Green Mountain Falls is "AT-WILL," which means that I can resign from my employment at any time for any reason or no reason, and that the Town of Green Mountain Falls can terminate me from my employment at any time for any reason or no reason, with or without notice, subject to applicable law. I understand that these policies, procedures, and benefits are subject to change, without notice, further I release and hold harmless the Town of Green Mountain Falls for any information it may give about me to prospective employers, so long as the Town of Green Mountain Falls provides that information in good faith. A copy of this Personnel Policies and Procedures Manual has been given to me for future reference.

EMPLOYEE

DATE

TOWN MANAGER

DATE

Planning Commission Recommendations to the Board of Trustees

1) A motion by Mr. Blasi that PC make the following recommendation to BOT that the current staging area at Olathe and Ute Pass is not appropriate due to zoning and that a property that is zoned "Mixed Use" would be most suitable. The old Town Hall site is recommended. Commissioner Esch voted to abstain, and all other present commissioners voted to pass the motion.

2) A motion by Mr. Blasi to pass a resolution that the town recognizes that using the Olathe St. lot is not suitable for staging. The motion was seconded by Mrs. Esch and passed unanimously.

3) A motion by Mr. Blasi that the that PC make the following recommendation to BOT: that the Board of Trustees direct PRT to work with the residents on Olathe St. To consider landscaping options that will enhance the appeal of the town.

4) Mrs. Bonwell motioned that PC make the following recommendation to BOT that the BOT should work with CSU to explore appropriate options that avoid residential staging areas for the current project. Mr. Blasi seconded the motion with all present commissioners voting in favor. The motion passed unanimously. Mayor Dixon commented from ZOOM that the area around the old town hall is residential and that the lot itself is very narrow. Also, the bridge on Oak St. needs to be assessed to see if it can sustain the weight of construction equipment. Mayor Dixon also pointed out that we will be staging for the new "dumpster blind" at that lot very soon. A discussion about the suitability of the old town hall lot took place.

RESOLUTION NO. 2023-07

A RESOLUTION OF THE TOWN OF GREEN MOUNTAIN FALLS
COLORADO, RESTRICTING CONSTRUCTION STAGING TO APPROPRIATELY
ZONED LAND

WHEREAS, Ord. 2020-03 describes the Town is a rural mountain community in a natural setting characterized by mountainsides, boulders, streams, trees and other flora indigenous to its location, altitude and climate,

WHEREAS, Town Land Use Code finds equipment staging, construction laydown yards, and dumping are inconsistent and inappropriate for the land use designation on Olathe St. along the southern intersection with Ute Pass Avenue,

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

The Town recognizes that future equipment staging and materials handling is inconsistent with the land use designation on Olathe Street adjacent to Ute Pass Avenue.

INTRODUCED, READ, AND PASSED this 7th day of March 2023.

FALLS,

TOWN OF GREEN MOUNTAIN
COLORADO

Todd Dixon, Mayor

ATTEST:

Boulos Ayad, Town Clerk/Treasurer

CONSTRUCTION STAGING POLICY

This construction staging policy addresses how the Town of Green Mountain Falls (the "Town") shall allocate Town-owned properties for staging construction for Town projects.

I. DEFINITIONS

Staging as used in this policy refers to the storage of construction equipment, materials, supplies, and temporary facilities used in the construction process. It should be noted that neither the Municipal Code nor Land Use Code specifically addresses construction staging.

Right of Ways (RoWs) are Town-owned properties generally used to facilitate transportation. However, the RoWs in Town are not limited by the plat on what they can be used for. Therefore, RoWs can be used as the Board of Trustees (BoT) sees fit provided it doesn't prohibit traffic from passing through an area. It should be noted that RoWs are not parcels and therefore requirements on parcels are not applicable to the RoWs in Green Mountain Falls.

II. CONSTRUCTION STAGING

It shall be the Policy of Green Mountain Falls that any particular RoW area shall not be used exclusively for the purposes of staging Town construction projects. As part of this policy, the Town will weigh the benefits to the public and the practicality of the staging area before assigning a staging area for a Town project. Although not RoWs, the Town may use Town parcels including the pool parking area as staging areas. For the pool parking area, that space may only be used if the pool is not open.



BoT Memorandum to the Planning Commission

To: Green Mountain Falls Planning Commission
From: Board of Trustees
Date: May 2, 2023
Re: Town Right of Ways

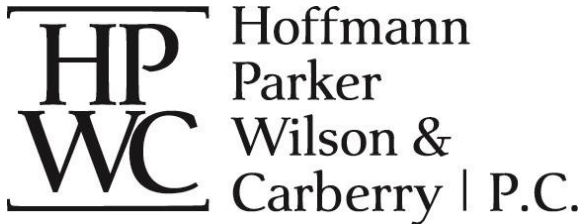
Required Committee Action

The Planning Commission is to analyze Town properties for potential staging uses with the minimum criteria:

1. Identify the maximum area available to be used in each location. The area can be estimated using information from county assessor websites.
2. Identify the “pros and cons” for each area.
3. Identify any special arrangements that would need to be made to use the area (like agreements with adjacent property owners for access).
4. Identify if there are any special considerations for each location (e.g. will bridges going to the area support the equipment?)

Background

During the Board of Trustee (BoT) meeting on 7 March 2023, the BoT mentioned these actions for the Planning Commission, but no formal assignment was made. There have been numerous discussions about using Town property as staging areas; however, there has been no assessment addressing pros & cons and other information associated with each of the areas that the Town owns. Note that Town Staff has the assignment to create a Policy for using Town Property for staging.



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TOWN OF GREEN MOUNTAIN FALLS
MEMORANDUM

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

**FROM: JEFFERSON H. PARKER, TOWN ATTORNEY ^{9HP}
RUTHANNE H. GOFF, ESQ.**

DATE: APRIL 10, 2023

RE: FERMENTED MALT BEVERAGE AND WINE TASTINGS

This memorandum discusses a recent change to Colorado liquor licensing requirements as a result of the passage of Proposition 125 during the November 2022 statewide election. Specifically, this memorandum addresses the addition of fermented malt beverage and wine retailers to those types of licensees that may be permitted to conduct tastings.

Expansion of Tastings

Previously, C.R.S. § 44-3-301(10) authorized a local licensing authority to receive and approve applications for tastings by a retail liquor store or a liquor-licensed drugstore, or to prohibit tastings altogether.

With the passage of Proposition 125, C.R.S. § 44-3-301(10)(b) has been amended to add fermented malt beverage and wine retailers to the list of licensees that are permitted to conduct tastings. C.R.S. § 44-3-301(10)(b). This change took effect on March 1, 2023. A "fermented malt beverage and wine retailer," means "a retailer licensed under Article 4 of this Title 44 to sell fermented malt beverages and wine, but not spirituous liquors, in original sealed containers for consumption off the licensed premises." C.R.S. § 44-3-103(18.5).

With these changes, a local licensing authority can continue to be more restrictive than state law concerning the number of tastings per year, the days on which tastings may occur, the number of hours each tasting may last, or the authority may opt-out of tastings in total. C.R.S. § 44-3-301(10)(a) and (b). However, a local licensing authority may not exclude a class of license from tastings. *Id.*

Local Regulation

Currently, the Green Mountain Falls Municipal Code does not authorize tastings. If the Board of Trustees is interested in authorizing tastings, it can do so via ordinance, but tastings will need to be allowed for retail liquor stores, liquor-licensed drug stores, and fermented malt beverage and wine retailers.

Conclusion

If the Board of Trustees does not want to authorize tastings, no further action is required. If, however, the Board of Trustees desires to allow tastings, it must adopt an ordinance allowing all licensees to conduct tastings. We can assist in drafting an ordinance, if necessary. Again, these changes became effective on March 1, 2023, so a decision will need to be made sooner rather than later.

As always, please feel free to contact us with any questions or if we may be of further assistance.

<u>Date</u>	<u>Payee Name</u>	<u>Description</u>	<u>Debit</u>
1/28/2022	Wagner	Parts-Grader	4,145.84
5/16/2022	4 Rivers	Rubber Buffer-Skid	855.66
1/28/2022	Wagner/CAT	Bracker for Grader	1,965.79
7/13/2022	Wagner/CAT	Grader Parts	681.96
7/28/2022	4 Rivers	Parts for Skid	1,200.59
7/18/2022	4 Rivers	Parts for Skid	333.98
12/16/2022	Mule Creek Sand & Gravel	Road Base	5,141.54
10/6/2022	Mule Creek Sand & Gravel	Road Base	3,797.17
8/23/2022	Mule Creek Sand & Gravel	Road Base	3,378.42
8/10/2022	Badger Daylighting	Hydrovac-culvert	5,077.88
5/12/2022	Pavement Repair & Supplie	Perma Patch Pavement Repair	1,190.00
10/12/2022	AA Accurate & Affordable S	Pavement Striping	18,850.00
10/19/2022	GMCO Corporation	Road Base Clay	14,640.00
6/1/2022	Colorado Springs Utilities	Hydrant Use	259.76
12/7/2022	Mike Frey-Hanson Tree	Removal of tree in alley 50% cost sl	1,500.00
6/2/2022	Colorado Springs Utilities	Hydrant Use	120.00
5/10/2022	Municipal Supply & Sign	Sign Posts	1,770.00
3/11/2022	Colorado Springs Utilities	Hydrant Use	485.64
4/1/2022	Municipal Supply & Sign	sign caps, blanks and posts	4,313.00
5/3/2022	Colorado Springs Utilities	Hydrant Use	232.00
9/10/2022	Wagner/CAT	Grader Teeth	317.97
3/25/2022	Municipal Supply & Sign	R/C	512.00
9/2/2022	Mule Creek Sand & Gravel	Road Base	<u>6,285.12</u>
Totals			<u>77,054.32</u>

Marshal's report 5/2/23

Call type	# of calls	Outcomes if any
Traffic Control	1	
911 hang ups	3	-
Assault	0	
Domestic Violence	2	1 arrest
Citizen Contacts	8	-
Animal complaints	1	
Civil service	3	Papers served by EPSO
Attempt to Locate	1	Person was found
Disturbance	1	
Missing person	1	Party was found days later at Penrose Hospital
Traffic stops	5	
Parking complaints	0	
Alarms	0	
Resisting arrest	1	Mental health, person cited
Noise complaints	0	
Suicidal check the welfare	1	
Motorist assist	1	
Follow up	3	
Theft of Services	1	
Unattended Death	0	
Suspicious incidents	1	
Traffic Accident	1	
Total calls for service	35	

Other agencies assisting us – 3.

Us assisting other agencies – 4.

Training-Deputy Starks and I attended the wildland fire tabletop exercise-thank you to all who participated!

Details worked-None.

Deputy Starks-Continues his training in shadow phase.

New patrol car-is at the shop and being outfitted as we speak...still.



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Bo Ayad Town Clerk & Treasurer
Re: Staff Report, May 2, 2023

Routine activities continuing:

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

UPDATES

- STR's- A couple of licenses may become available pending customer response to final notice.
- STR's- Implementation of a STR Waiting List Process is underway.
- AUDIT- Annual DOLA Audit is nearly complete and the final items will be submitted to auditors in the coming weeks. Thank You Becky & Brian!
- RECORDS- Starting records archiving & organization per GovPro best practices advise. Retention schedule to be incorporated in the archival process.

SHORT-TERM WAITING LIST PROCESS

2023-05-02

INTRODUCTION: This document identifies the process that the Town of Green Mountain Falls will use to put applicants for a short-term rental license on a waiting list. It will also describe the process that will be used to move applicants from the waiting list to being “in-process”. Short-term rental licenses are not transferable to new property owners. Any new licensee must own the property and complete the full application package to be placed on the waiting list (no placement on the list if closing has not occurred on a transaction). Applications will not be placed on the list until proof of ownership has been submitted to Town Hall.

PROCESS:

1. Once the cap of 60 short-term rentals has been reached after the first of the year, no new applications will be processed or placed on a waiting list until after the deadline for renewals has been reached (March 15th). Any new applicants from that point on shall be placed on a waiting list on a first-come, first-served basis. After the March deadline, the Town will post how many openings are available (if any). Only complete applications will be placed on the wait list with the “New License Fee” as the sole outstanding item.
2. To be placed on the waiting list, all information required by Code must be submitted (the application must be complete). Property ownership is a requirement to be placed on the waiting list. No fees will be charged until the applicant has moved from the waiting list to the in-process list. Incomplete application packages will not be placed on the waiting list.
3. The Town will process all “renewals” first. Once the renewal deadlines have been met, any licenses that have not been renewed will result in an open slot to move an applicant from the waiting list to the in-process list. New licenses will be handled on a first-come, first-served basis.

UPDATED 1/2023



The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees
From: Becky Frank, Manager
Re: Staff Report, May 2, 2023

Rolling Project Roster:

- Stilling Basins-Near completion. There were some utilities discovered that were at different depths than was reported on the locates. The contractor is coordinating with the utility company to lower/raise the lines. The majority of the work is complete with the exception of tying in the final drain, erosion control and resurfacing. Anticipated completion of the project is May 17, 2023.
- Gazebo Lake (El Paso County CDBG Accessibility for All)-Phase 1 complete. The contractor is doing some clean-up in the area that was not able to be completed while the ground is frozen. Phase 2 (bridge rehabilitation/ADA upgrades) grant awards announced in August 2023. Public Works made some minor repairs to the bridge and handrail to prepare the area for the summer season.
- Comprehensive Roads Plan-In Progress. The contractor has supplied public works with some prioritized project plans for minor road repairs. Draft plan presentation to the BoT is scheduled for June 6, 2023.

Public Works:

- Public Works opening is posted to the Town Website. We have an interim contract employee assisting with roads/equipment maintenance until we are able to fill the position with a full time employee.
- Cold patching potholes and using millings to fix areas as appropriate.
- PW winter snow removal.
- Cleaning/Organization of Public Works building/yard.
- Working on CIRSA list of identified maintenance/repairs at parks and facilities.
- Beginning to order and stock pile road base for spring road build up.

Town Manager:

- Wrapping up 2022 audit.
- Submitted PPRTA 2022 maintenance reimbursement request. We had some unspent carryover from 2021 that was not utilized in 2022 that can be allocated to the 2023 budget. Approximately 20K (final figures after audit).
- CPW Human-Bear Conflict Resolution Program. PO received. Design concepts from the PRTAC were approved by CPW. Tree removal will occur in the next couple of weeks and be followed by site prep and construction of the fence.
- Application for the addition of a recycling area (CDPHE) submitted. Thanks, PRTAC!!!
- Lifeguard position(s) posted to the town website. Application deadline: May 15, 2023.
- Attended Emergency Evacuation Tabletop Exercise. Thanks to all who participated. We will have a full-scale exercise this fall.
- Working to update Town Continuity of Operations Plan (COOP)

