



## **Town of Green Mountain Falls**

**Board of Trustees Meeting Agenda  
10615 Green Mountain Falls Road  
Tuesday October 17, 2023, at 7:00pm**

### **Join Zoom Meeting**

<https://us02web.zoom.us/j/84217248908?pwd=M2VxWFJ5UWtCVGxRQIRPTU1JNHE4QT09>

**Meeting ID: 842 1724 8908    Passcode: 829291**

### **5:00 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) Meeting Minutes from the 2023-10-03 BoT Meeting.
4. REPORTS
  - a) Mayor and Trustee Reports
  - b) Staff Reports
5. PUBLIC COMMENT: 3 Minutes per speaker
6. BUSINESS ITEMS
  - a) Ute Pass Chamber- Vendor Fee's
  - b) Ordinance 2023-05 Alcohol
  - c) Ordinance 2023-06 OHV
  - d) GovPro Election Contract
  - e) CWPP Grant Application
7. DISCUSSION ITEMS
8. CORRESPONDENCE
9. ADJOURN

**TOWN OF GREEN MOUNTAIN FALLS**  
**Regular Board of Trustee Meeting**  
**October 3, 2023 – 7:00 P.M.**

**MEETING MINUTES**

**Board Members Present**

Mayor Todd Dixon  
Trustee Katharine Guthrie  
Trustee Sean Ives  
Trustee Sunde King

**Board Members Absent**

Trustee Nick Donzello

**Town Attorney**

**Town Manager**

Becky Frank

**Marshal's Dept.**

Marshal Goings

**Town Clerk**

Bo Ayad

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

Mayor Dixon called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited. A tech check was conducted. All Board members were present except for Trustee Donzello.

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

Trustee Guthrie made a motion to approve as amended, seconded by Trustee King, to accept the agenda. Motion passed unanimously. The amendments were: Item 6D should say 2024. Item 8A there is a PPRTA Budget Memo Correspondence.

**3. Consent Agenda**

Trustee Guthrie motioned to approve the minutes from 2023-09-19. Trustee Ives seconded the motion which passed with Trustee King abstaining due to being absent at that meeting.

**4. Reports**

Marshal Goings introduced our new volunteer Reserve Deputy named Cannon Ball. The Marshal reported on 52 calls for service including a sex assault. The Marshal reported on his department's readiness for the upcoming Evacuation Exercise.

The Town Manager presented a brief on the Public Works Report including over 600 tons of road base being applied. Accompanying photos and a video were projected.

Mayor Dixon reported on receiving a Technical Assistance Grant related to Broadband as a step towards Broadband installation. The Mayor reported on the ongoing FEMA Emergency Declaration and noted that this is a reimbursement opportunity and cautioned that if the Town has to pay for big projects, it would be of benefit to request incremental reimbursement.

Mayor Dixon also made the official announcement that he will be running for a second term as Mayor of Green Mountain Falls.

## **5. Public Comment**

None.

## **6. Business**

6A) Resolution 2023-09 Appointment to Outside Agencies. The Town Manager highlighted the Resolution and noted that Trustee Guthrie's name should be replaced with Trustee Donzello's name for the PPRBD Advisory Board portion. Trustee Guthrie motioned to approve the Resolution, as modified, seconded by Trustee Ives and the motion to approve passed unanimously.

6B) COSWAP Workforce Development Grant. CJ Runge of COSWAP presented the grant and gave a historical overview of past joint ventures. 22 Weeks of work are in the current application with 11 weeks in 2024 and 11 weeks in 2025. No BoT action was taken as this was an information item only.

6C) 2024 Property Casualty Quotation from CIRSA. The TM presented the application and noted an additional \$3,000 expense due to the new Marshal's vehicle and the Fitness Court. Trustee Guthrie motioned to approve which was seconded by Trustee King before passing unanimously.

6d) 2024 Budget Consideration & 1<sup>st</sup> draft of the 2024 Budget. The TM Presented a MOU & Draft Budget Doc for CY 2024. The required timeline for progress was presented in the form of aa Draft Budget Calendar. Trustee King motioned to approve the 2024 Draft Budget as presented, which was seconded by Trustee Guthrie, the motion passed unanimously.

6e) Ordinance 2023-04 Appointed Boards. The TM highlighted that that the Ordinance removes residency requirements from the FMAC and PRTAC Committees, while more clearly defining "residency" for the Planning Commission and Board of Trustees. Mayor Dixon read the entire Ordinance. Trustee Guthrie motioned to approve, seconded by Trustee Ives. The Motion passed unanimously.

6f) Resolution 2023-08 Term Adjustments. The TM presented the Resolution which extends all appointed terms to the end of the calendar year. Section 4 shall be removed, and a correction was made to the noted term of Nancy Dixon on PRTAC. Trustee Guthrie motioned to approve as modified which was seconded by Trustee King before passing unanimously.

## **7. Correspondence**

7a) PC Recommendations on the Town Staging Policy. The Planning Commission provided a detailed Draft Policy on construction staging in the Town. Section III. Was flagged for re-drafting before being sent on to the town's Legal Team. Board members felt that this section was too strongly worded and may deter contractors from bidding on future projects. The adjoining table that showed pros/cons for each potential area respectively, was well received and the BoT felt it was ready for next steps.

7b) PPRTA Correspondence. The TM presented budget estimations for capital and maintenance for CY 2024 related to the PPRTA. This MOU will be sent on to the PPRTA following this meeting. Information only- no BoT action was taken.

## **8. Adjournment**

At 7:46 pm Mayor Dixon called to Adjourn the meeting.



## The Town of Green Mountain Falls

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

To: Mayor and Board of Trustees  
From: Becky Frank, Manager  
Re: Staff Report, October 17, 2023

### Rolling Project Roster:

- Comprehensive Roads Plan-Near Completion-will be working to close out this project and do final reporting.

### **Public Works:**

- El Paso County emergency declaration. Working with State for reimbursement of emergency work. Project scoping meeting (10/17/2023) to identify projects for resiliency funding.
- Mag Chloride treatment complete. There are just a few spots that will require some additional maintenance prior to snow removal season.
- Facility and equipment maintenance prior to snow removal season. EPC has delivered salt/sand for the winter.

### **Town Manager:**

- Amended 2023 budget adopted. Working on 2024 budget proposal with Town staff and committees. Final budget will be ready for BoT review/adoption post-election when we should know the results and possible impacts to the budget.
- Working with Town Clerk to identify areas of process improvement. October and November meetings with auditor and software trainings.
- CPW Human-Bear Conflict Resolution Program. PO received. Design concepts from the PRTAC were approved by CPW. Site prep has begun. Comcast line to P.O. will be undergrounded in the next couple of weeks. Dumpster has been purchased but is being stored off site until the enclosure has been constructed. Will purchase receptacles for parks next.
- Pool-has been winterized for the season. UTA students will be working with PRT to develop plans based on public input.
- Attended Emergency Evacuation Exercise. Thanks to all who participated. The full-scale exercise was a huge success.
- Working to update Town Continuity of Operations Plan (COOP)
- Planning-Continuing to support the LU Code implementation. There were several forms/processes that needed to be updated. Julia is working through the backlog of applications. We have also brought on a consultant to assist with updating the zoning map.
- CDBG Phase 2-will be working with PRT to draft RFP documents.
- Working to submit application for Ute Pass Area Community Wildfire Protection Plan update.
- Submitted COSWAP MHYC 2024-2025 project application.
- Nuisance Tree Mitigation priority planning for 2024.



## The Town of Green Mountain Falls

P.O. Box 524, 10615 Green Mountain Falls Road, Green Mountain Falls, CO 80819

To: Mayor and Board of Trustees  
From: Bo Ayad, Town Clerk's Staff Report  
Re: October 17, 2023 BoT Meeting

### Routine Activities

- Payroll/Pension
- BoT, PC & Sub-Committee Support
- Meeting management
- Legal notices and postings
- Gazebo inquiries
- Licensing management
- Website Maintenance
- CORA Requests

### Updates

- STR's- A couple of licenses have become available. 1 New License was issued and 1 is pending. 2 Applications are wait-listed.
- RECORDS- Archiving is underway. Minutes, Ordinances, Resolutions & MuniCode originals have been brought to TH and roughly organized in the Built-Ins. Next steps will be to shred items that are past their required retention schedule and replace binders that have deteriorated. A comprehensive inventory of documents needs to be compiled with notes regarding missing or charred docs. There are several boxes of charred docs that may require special care by an archivist- if they can be saved at all.
- CORA- The office has processed 5 CORA requests this year!
- WEBSITE- Shelly Scott-Nash has been kind enough to come in weekly to coach me on taking the website to the next level. A new "Recreation" tab was added as well as re-formatting throughout.

# Custom Account Statement PLUS+

| Entity Name                  | Investor ID | Report Period | Start Date | End Date   | Average Yield for the Period |
|------------------------------|-------------|---------------|------------|------------|------------------------------|
| Town of Green Mountain Falls | CO-01-0554  |               | 1/1/2023   | 10/15/2023 | 5.1131%                      |

| Account Number  | Account Name      | Beginning Balance | Contributions | Withdrawals | Ending Balance | Income Earned for Period |
|-----------------|-------------------|-------------------|---------------|-------------|----------------|--------------------------|
| CO-01-0554-8001 | CONTINGENCY FUND  | 32,717.55         | 0.00          | 0.00        | 34,064.25      | 1,346.70                 |
| CO-01-0554-8002 | PARKS FUND - 8002 | 0.00              | 0.00          | 0.00        | 0.00           | 0.00                     |
| CO-01-0554-8003 | SAVINGS ACCOUNT   | 38,295.35         | 112,104.45    | 0.00        | 152,655.63     | 2,255.83                 |
| CO-01-0554-8004 | TABOR RESERVE     | 17,164.55         | 0.00          | 0.00        | 17,871.06      | 706.51                   |
| <b>Total</b>    |                   | 88,177.45         | 112,104.45    | 0.00        | 204,590.94     | 4,309.04                 |

## Transactional Activity

### CO-01-0554-8001 CONTINGENCY FUND

| Date       | Transaction Description      | Contributions & Income Earned | Withdrawals | Balance   | Confirmation Number |
|------------|------------------------------|-------------------------------|-------------|-----------|---------------------|
| 01/01/2023 | Beginning Balance            |                               |             | 32,717.55 |                     |
| 10/15/2023 | Income Dividend Reinvestment | 1,346.70                      | 0.00        |           |                     |
| 10/15/2023 | Ending Balance               |                               |             | 34,064.25 |                     |

### CO-01-0554-8002 PARKS FUND - 8002

| Date       | Transaction Description      | Contributions & Income Earned | Withdrawals | Balance | Confirmation Number |
|------------|------------------------------|-------------------------------|-------------|---------|---------------------|
| 01/01/2023 | Beginning Balance            |                               |             | 0.00    |                     |
| 10/15/2023 | Income Dividend Reinvestment | 0.00                          | 0.00        |         |                     |
| 10/15/2023 | Ending Balance               |                               |             | 0.00    |                     |

**CO-01-0554-8003 SAVINGS ACCOUNT**

| <b>Date</b> | <b>Transaction Description</b>  | <b>Contributions &amp;<br/>Income Earned</b> | <b>Withdrawals</b> | <b>Balance</b> | <b>Confirmation<br/>Number</b> |
|-------------|---------------------------------|--|--------------------|----------------|--------------------------------|
| 01/01/2023  | Beginning Balance               |  |                    | 38,295.35      |                                |
| 09/05/2023  | Contribution                    | 112,104.45                                   | 0.00               |                | 7751078                        |
| 10/15/2023  | Income Dividend<br>Reinvestment | 2,255.83                                     | 0.00               |                |                                |
| 10/15/2023  | Ending Balance                  |  |                    | 152,655.63     |                                |

**CO-01-0554-8004 TABOR RESERVE**

| <b>Date</b> | <b>Transaction Description</b>  | <b>Contributions &amp;<br/>Income Earned</b> | <b>Withdrawals</b> | <b>Balance</b> | <b>Confirmation<br/>Number</b> |
|-------------|---------------------------------|--|--------------------|----------------|--------------------------------|
| 01/01/2023  | Beginning Balance               |  |                    | 17,164.55      |                                |
| 10/15/2023  | Income Dividend<br>Reinvestment | 706.51                                       | 0.00               |                |                                |
| 10/15/2023  | Ending Balance                  |  |                    | 17,871.06      |                                |

**TOWN OF GREEN MOUNTAIN FALLS**

**ORDINANCE NO. 2023-05**

**AN ORDINANCE OF THE TOWN OF GREEN MOUNTAIN FALLS  
AMENDING SECTIONS 7-82 AND 10-165 OF THE TOWN OF GREEN  
MOUNTAIN FALLS MUNICIPAL CODE RELATING TO POSSESSION  
AND CONSUMPTION OF ALCOHOLIC BEVERAGES IN TOWN PARKS  
AND FACILITIES**

**WHEREAS**, C.R.S. § 44-3-901(1)(i)(VII) authorizes local government, by ordinance, to authorize public possession and consumption of alcoholic beverages within the government's jurisdiction;

**WHEREAS**, the Board of Trustees desires to amend certain code sections to allow possession and consumption of alcoholic beverages in Town parks and facilities; and

**WHEREAS**, the City Council finds that these amendments are in the best interests of the Town and its citizens.

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

Section 1. Section 7-82 of the Town of Green Mountain Falls Municipal Code is hereby amended as follows:

**Sec. 7-82. Alcoholic beverages.**

A. It is unlawful for any person to ~~consume or~~ sell alcoholic beverages in any park at any time except where authorized by a special events permit.

Section 2. Section 10-165 of the Town of Green Mountain Falls Municipal Code is repealed and reenacted as follows:

**Sec. 10-165. Possession and consumption of alcoholic beverages in public prohibited.**

No person within the Town limits shall possess an open container of or consume any alcoholic beverages in public, except that persons over the age of 21 may possess an open container of or consume alcoholic beverages in public as follows:

A. Upon a premises duly licensed by the Town or State;

B. In a Town Park during hours when the park is open to the public, provided that glass containers are prohibited in Town parks;

C. In a facility owned or controlled by the Town in which the Town manager has authorized such possession and consumption of alcoholic beverages, and such possession or consumption is in compliance with all conditions imposed by the Town manager;



D. For purposes of this section, open container means any container other than an original closed container as sealed or closed for sale to the public by the manufacturer or bottler of the liquor or beverage, or any container other than the sealed container prepared by a licensed establishment for alcohol takeout or delivery in conjunction with state law. If an original container has been unsealed, undone or opened in any manner, it is an open container for purposes of this section;

E. Except as allowed above, possession of an open container of or consumption of any alcoholic beverages shall be in conformance with state law.

Section 3. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 4. Safety. The Board of Trustees finds that the adoption of this Ordinance is necessary for the protection of health, safety, and welfare of the public.

Section 5. Effective Date. This Ordinance shall become effective after final approval and adoption on second reading.

ADOPTED AND ORDERED PUBLISHED the 17<sup>th</sup> day of October, 2023, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819.

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Todd Dixon, Mayor

ATTEST:

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Bo Ayad, Town Clerk/Treasurer

Published in the Pike Peaks Courier, \_\_\_\_\_, 2023.

## TOWN OF GREEN MOUNTAIN FALLS

### ORDINANCE NO. 2023-06

#### AN ORDINANCE ADDING A NEW ARTICLE 4 TO CHAPTER 8 OF THE TOWN OF GREEN MOUNTAIN FALLS MUNICIPAL CODE TO REGULATE THE OPERATION OF OFF-HIGHWAY VEHICLES

**WHEREAS**, the Town desires to add a new Article 4 to Chapter 8 of the Town of Green Mountain Falls Municipal Code to allow and regulate the use of off-highway vehicles on Town streets.

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

Section 1. Chapter 8 of the Town of Green Mountain Falls Municipal Code is hereby amended by the addition of a new Article 4 as follows:

**Sec. 8-60. Definitions.** The following definitions shall apply in the interpretation of this article:

*Off-highway vehicle (OHV)* means any self-propelled vehicle designed to travel on wheels or tracks in contact with the ground, designed primarily for use off the public highway, and generally and commonly used to transport persons for recreational purposes. The term *OHV* shall not include motorcycles not registered and equipped for highway use. The term *OHV* includes ATV's (all-terrain vehicles), but does not include the following:

1. Vehicles designed and used specifically to transport disabled persons;
2. Vehicles designed and used specifically for lawn care, agricultural, logging or mining purposes; or
3. Snowmobiles.

#### **Sec. 8-61. Required equipment and conditions.**

OHV's may be operated on City streets, subject to the following required equipment and conditions:

1. A "slow moving vehicle" emblem displayed prominently on the rear of the vehicle or red safety flag so mounted as to be between five and seven feet above the ground. Such emblem or safety flag must be displayed at all times while operating the OHV or golf car on the streets of the Town.
2. Headlights, taillights, and front and rear turn signal lights must be illuminated and in working condition if the OHV is operated between one-half hour after sunset and one-half hour before sunrise. If the vehicle is not

equipped with the above-mentioned lights, operation of the vehicle during the above-mentioned hours is strictly prohibited.

3. Seat belts shall be worn if the vehicle has them as standard equipment.

4. Every passenger must have a designated seat. No sitting on cargo racks or standing on running boards or foot pegs is permitted.

5. All State laws imposing minimum safety and equipment standards for operating an OHV on a public street or roadway shall be complied with, and it is the responsibility of the operator of such vehicle to ascertain and comply with said laws.

#### **Sec. 8-62. Insurance.**

Persons operating OHV's shall be in possession of valid liability insurance as required by state law.

#### **Sec. 8-63. Traffic regulation.**

A. *Unlawful acts.* It is unlawful for any person to operate an OHV on any street within the Town as follows:

1. Between the hours of 10:00 p.m. and 5:00 a.m.

2. When the vehicle is not equipped for use as described in Section 8-61 above.

3. When the operator fails to observe all vehicle and traffic laws and regulations, except when those provisions cannot reasonably be applied to OHV operation.

B. *Registration, licensing, and insurance.* Registration, licensing, and insurance requirements for OHV's operated on public streets and roadways imposed by State law shall be complied with prior to operating said vehicles. It is the responsibility of the owner and/or operator of the vehicle to ascertain and comply with said laws.

#### **Sec. 8-63. Penalty.**

Any person who violates any of the provisions of this Article shall be punished in accordance with the provisions of Section 8-5 of this Code.

Section 2. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 3.     Safety. The Board of Trustees finds that the adoption of this Ordinance is necessary for the protection of health, safety, and welfare of the public.

Section 4.     Effective Date. This Ordinance shall become effective after final approval and adoption on second reading.

ADOPTED AND ORDERED PUBLISHED the 17<sup>th</sup> day of October, 2023, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819.

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Todd Dixon, Mayor

ATTEST:

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Bo Ayad, Town Clerk/Treasurer

Published in the Pike Peaks Courier, \_\_\_\_\_, 2023.

## SERVICES AGREEMENT 2024 REGULAR ELECTION

**THIS SERVICES AGREEMENT** (Agreement) is made and entered into effective 11/01/2023 by and between the Town of Green Mountain Falls (Town) and GovPro Consulting, LLC (Consultant). The Town and the Consultant are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

### WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follow:

- **Active Parties.**
  - (a) Bo Ayad will represent the Town in working with Consultant. The Board may, at its discretion and by formal action, direct other party(ies) to act on behalf of the Town.
  - (b) Judy Egbert, Sole Member of GovPro Consulting, LLC will provide the entirety of the services. No other parties are authorized to act on behalf of GovPro Consulting.
- **Scope of Services.** The Consultant agrees to provide services in support of the 2024 Regular Election as listed in Exhibit A, Scope of Services.
- **Compensation.**
  - (a) In consideration of the services to be performed pursuant to this Agreement, the Town agrees to pay Consultant a lump sum of Five Thousand Dollars (\$5,000) for work done as specified in the attached Scope of Services. This rate will cover the entirety of Consultant’s time and travel with the exception of those items specified in the Scope of Services as additional costs.
  - (b) If a TABOR issue is contained on the ballot, the lump sum price will be \$6500.
  - (c) If the election is cancelled because there are no contested seats and there is nothing else on the ballot, compensation will be \$2,000.
  - (d) In the event that the contract is terminated prior to completion of the Scope of Services for any reason other than item (b) above, compensation will be pro-rated based on the rate of \$80 per hour for Consultant time plus actual travel costs based on current IRS rates.

Consultant is not entitled to any fees or reimbursements beyond those specified in this contract.

Payment is to be made within 30 days of completion of the Agreement.

- **Time of Commencement and Completion of Services.**
  - (a) The services to be performed pursuant to this Agreement shall be initiated upon written execution of this contract. This Agreement will be considered complete upon certification of the election.
  - (b) This agreement may be terminated by either party upon written notice.
- **Independent Consultant.** The services to be performed by the Consultant are those of an independent Consultant and not of an employee of the Town. The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Consultant is not entitled to workers' compensation benefits from the Town for the performance of the services specified in this Agreement. Consultant is not entitled to any benefits offered to employees.
- **Illegal Aliens.** The Consultant certifies that the Consultant shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subConsultant that knowingly employs or contracts with an illegal alien. The Consultant represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Consultant obtains actual knowledge that a subConsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (i) notify the subConsultant and the Town within three (3) days that the Consultant has actual knowledge that the subConsultant is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subConsultant if within three (3) days of receiving such notice, the subConsultant does not stop employing or contracting with the illegal alien, unless the subConsultant provides information to establish that the subConsultant has not knowingly employed or contracted with an illegal alien. The Consultant shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Consultant fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Town may terminate this Agreement for breach, and the Consultant shall be liable for actual and consequential damages to the Town. If the Consultant participates in the Department Program, the Consultant

shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Town.

The Consultant, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Consultant (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

- **Compliance with Laws.** The Consultant is expected to be familiar with laws governing municipalities in Colorado, and to comply with these laws in performing work outlined in the Scope of Services. As a representative of the Town of Green Mountain Falls, the Town's legal counsel will be available as a resource as needed.
- **Default.** Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.
- **Binding Effect.** This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.
- **Applicable Law.** The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement.
- **PERA.** Judy Egbert is a PERA retiree. If the Town is a PERA employer, it will be required to comply with all requirements governing this relationship, including remitting employer contributions on payments made to Consultant.
- **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- **Notices.** All which may be given under this Agreement shall be effective when emailed with a "read receipt" or mailed via registered or certified mail to the address shown below.
- **No Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

- **Indemnification and Hold Harmless.** Town shall hold Contractor harmless from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including but not limited to reasonable attorney's fees for legal counsel retained by Town, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the Consultant's actions while acting within the scope of services contained herein. As Designated Election Official, Judy Egbert is considered an official of the Town and therefore covered under the Town's usual insurance policies. This obligation to defend, indemnify and hold harmless set forth applies to all claims and liability regardless of whether any insurance policies are applicable.

CONSULTANT:

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Judy A. Egbert  
GovPro Consulting, LLC  
410 12<sup>th</sup> Street  
Alamosa, CO 81101  
719/580-9357  
GovPro@outlook.com

TOWN:

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(signature)

Bo Ayad- Town Clerk  
(printed name/title)

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(contact information, including email)  
[Clerk@gmfco.us](mailto:Clerk@gmfco.us) 719-684-9414X1



## EXHIBIT A

### SCOPE OF SERVICES

Consultant will:

- Establish the election calendar and ensure that all deadlines are met.
- Create and provide written procedures to direct staff in carrying out day-to-day election customer service activities. This will be provided in a comprehensive election manual that can be used as a resource for both staff and judges.
- Provide candidate information and petition forms, including FCPA forms and schedule.
- Provide a ballot security plan that staff will implement.
- Create or review all forms, signs, and notices necessary.
- Work with staff in developing the ballot format and securing printing services.
- Create materials for Judges' Training and conduct the on-site training.
- Ensure that all follow-up actions are carried out after the election.
- Be on-site:
  - For an initial visit to determine physical location needs and ballot security plan; and to train on-site staff in day-to-day activities.
  - To conduct a candidate orientation session if the Town requests this service. Note that this will be conducted at the same site visit as the initial visit.
  - To train election judges
- Be available by phone/text/email for the entirety of Election Day activities and for the Canvass.

The Town would commit to:

- Commit the Town staff to carry out on-site voter assistance needs such as issuing replacement ballots and looking up voter registrations.
- Purchase all necessary election supplies as determined by Consultant.
- Facilitate and pay for all necessary printing and postage costs.
- Provide legal counsel for all legal advice needs.
- Recruit and appoint suitable Election Judges, in a number mutually determined by the Town and Consultant.
- Pay the Election Judges directly.

The following items are not anticipated, but may occur. Costs for these items are not included in the lump sum project price. If needed, Consultant commits to carrying out these activities at the cost of \$80/hour plus actual travel costs.

- Overseeing and managing recount.
- Any required appearances in any court following certification of the election.
- Any additional travel requested by the Town and not specified above.



## MEMORANDIUM to BOARD of TRUSTEES

To: Board of Trustees

From: Becky Frank, Town Manager

Date: October 17<sup>th</sup>, 2023

Re: Ute Pass Area Community Wildfire Protection Plan (CWPP) Update-Application for funding

### **Recommendations**

GMF Staff recommends approval of grant submission for the USFS Community Wildfire Defense Grant Program: <https://www.fs.usda.gov/managing-land/fire/grants>

### **Background**

With the recent wildfire events in Colorado, funding for community mitigation projects has been increased. Most of the funding requires that projects be identified in a Community Wildfire Protection Plan that is recent (within the past 10 years). Our most recent CWPP (2007) can be found here: [https://static.colostate.edu/client-files/csfs/documents/Ute\\_Pass\\_CWPP\\_000.pdf](https://static.colostate.edu/client-files/csfs/documents/Ute_Pass_CWPP_000.pdf)

Thankfully, the Town has been able to participate in mitigation projects through partnerships with other organizations. However, because of the lack of identified projects in plans there is no way of knowing how effective these projects can be and no way to tell if the work that is being done will have impact on fire behavior. We are also battling terrain issues as the cost of mitigation is continuing to increase due to geological features of the corridor. Mitigating risk is one aspect of this project. In addition, this plan update should include strategies that can help the Town identify egress opportunities to increase public safety as well as opportunities to build resiliency into its infrastructure.

### **Discussion**

Staff has met with various community stakeholders to include OEM (Teller and EPC), GMF Fire, Colorado State Forest Service, National Forest Service, and the Fire Mitigation Advisory Committee. Geographic boundaries were discussed, and it was agreed that the current Ute Pass Corridor boundary should be maintained. If awarded, there would be a need for a contractor selection committee comprised of these stakeholders.

Staff also reached out to other municipalities to discuss project scope, cost estimates, and opportunities of for multijurisdictional projects.

This is a competitive grant program that will require a 10% match. If awarded, the Town will need to be prepared to provide at least some portion of this match although there would be some fundraising opportunities to offset this cost. Total project cost is estimated to be \$150,000.

### **Alternatives**

- 1) Take no action.
- 2) Vote to approve.
- 3) Request additional information.