



Town of Green Mountain Falls

Board of Trustees Meeting Agenda

10615 Green Mountain Falls Road

Tuesday November 14, 2023 at 7:00pm

Join Zoom Meeting

<https://us02web.zoom.us/j/82502124031?pwd=VEY3N1orUmdYRDgyQ3JKREFxUWRnQT09>

Meeting ID: 825 0212 4031 Passcode: 830704

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 2023-10-17 BoT Meeting.
4. REPORTS
 - a) Mayor and Trustee Reports
 - b) Staff Reports
5. PUBLIC COMMENT: 3 Minutes per speaker
6. BUSINESS ITEMS
 - a) Fountain Creek Watershed-2024
 - b) Contract Approval-Integral Recoveries Inc.
 - c) Contract Approval-Kiowa Engineering
 - d) RESPEC-Reference Request
 - e) Presentation-Team Rubicon
 - f) Oath of Office-Marshall's Office: Andy Tran
 - g) Rhino Rock Estimate/Contract

7. DISCUSSION ITEMS

- a) Pikes Peak Area Council on Aging

8. CORRESPONDENCE

9. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
October 17, 2023 – 7:00 P.M.

MEETING MINUTES

Board Members Present

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

Town Manager

Becky Frank

Town Clerk

Bo Ayad

Board Members Absent

Town Attorney

Marshal's Dept.

Will Starks

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

Mayor Dixon called the meeting to order at 7:02 p.m. The Pledge of Allegiance was recited. A tech check was conducted. All Board members were present.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Donzello made a motion to approve and accept the agenda, seconded by Trustee Ives. Motion passed unanimously.

3. Consent Agenda

Trustee Donzello motioned to approve the minutes from 2023-10-03. Trustee Ives seconded the motion which passed unanimously.

4. Reports

Mayor Dixon reported on the Broadband Grant which clocked a 110K total as presented to the State. He also updated on the FEMA Emergency Declaration and noted an upcoming second meeting with representative with FEMA.

Trustee Donzello noted on the success of the recent emergency evacuation exercise.

The Town manager reported on recent activities and grant/project status.

The Town Clerk reported on ongoing and upcoming activities.

5. Public Comment

None

6. Business

6A) Vendor License- Jesse Stroope asked the BoT to waive the Peddler License Vendor Fee on behalf of the Ute Pass Chamber of Commerce for the upcoming Winter Arts Festival. Trustee Donzello motioned to approve the waiving of the Peddler License Fee & Mobile Food

Truck Fee, seconded by Trustee Ives. Motion passed unanimously with Trustee King and Trustee Guthrie recusing themselves from the vote.

6B) Ordinance 2023-05 Public Alcohol. Trustee Donzello motioned to approve, seconded by Trustee Ives. Motion passed unanimously.

6C) Ordinance 2023-06 OHVs. Trustee Donzello motioned to approve the Ordinance, seconded by Mayor Dixon. Motion passed unanimously with Trustee Ives recusing himself from the vote.

6d) GovPro Election Contract. The Town Clerk presented on the need to hire a consultant for the Town's upcoming election. A discussion took place about joining Town elections with County Elections. Trustee King motioned to approve the GovPro Contract, seconded by Trustee Donzello. Motion passed unanimously.

6e) CWPP Grant Application. The Town Manager presented on the USFS Grant which requires a 10% Town match. Trustee Donzello motioned to approve the application for the CWPP Grant, Seconded by Trustee Ives and passed unanimously.

7. Correspondence

None

8. Adjournment

At 7:55 pm Mayor Dixon called to Adjourn the meeting.

Marshal's report October 2023

Call type	# of calls	Outcomes if any
Traffic Control	0	
911 hang ups	0	
Assist outside agencies	3	
Child abuse	1	unfounded
Citizen Contacts	4	
Menacing	1	unfounded
Follow ups	3	
Suspicious incident	2	
Harassment	0	
Abandoned vehicle	0	
Traffic stops	7	
Parking complaints	4	All trail related
Check the welfare	2	
Trespassing	1	
Noise complaints	0	
Motor vehicle theft	1	Vehicle recovered
Lost property	1	Wallet found returned to owner
Sexual Assault	0	
Motorist assist	1	
Mental health hold	1	Transported by UPRAD
Vinverification	1	
Animal complaint	6	Mostly bears in trash or dogs
Alarms	1	
Total calls for service	40	Down from 52 last month**

Other agencies assisting us – 4

Us assisting other agencies – 3

NIBERS reports completed.

Citizen Contact upload completed.

Hired Reserve Deputy Andy Tran-Yep...we are fully staffed!



**FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT
REPRESENTED PUBLIC BODIES 2023**

Mr. Randy Helms, Council President
Colorado Springs City Council
107 N. Nevada Ave.
Colorado Springs, CO 80903

Mr. Bret Waters
El Paso County Administrator
200 South Cascade Ave, Suite 100
Colorado Springs, CO 80903

Ms. Sharon Thompson, Mayor
City of Fountain
116 S. Main Street
Fountain, CO 80817

Mr. Todd Dixon, Mayor
Town of Green Mountain Falls
P.O. Box 524
Green Mountain Falls, CO 80819

Mr. John Graham, Mayor
City of Manitou Springs
606 Manitou Avenue
Manitou Springs, CO 80829

Mr. Mitch LaKind, Mayor
Town of Monument
645 Beacon Lite road
Monument, CO 80132

Ms. Glant Havenar, Mayor
Town of Palmer Lake
28 Valley Crescent
Palmer Lake, CO 80133

Commissioner Garrison Ortiz, Chair
Pueblo County Board of County Commissioners
215 W. 10th Street
Pueblo, CO 81003

Mr. Nick Gradisar, Mayor
Pueblo City Council
200 S. Main Street
Pueblo, CO 81003



November 7, 2023

Mr. Todd Dixon, Mayor, Town of Green Mountain Falls
P.O. Box 524
Green Mountain Falls, CO 80819

Dear Mayor Dixon:

Pursuant to section 32-11.5-101, et seq., C.R.S., the Colorado Legislature created and authorized the Fountain Creek Watershed, Flood Control, and Greenway District ("District") to primarily manage, administer, and fund the capital improvements necessary in the Fountain Creek Watershed and the Fountain Creek Watershed Management Area in order to prevent and mitigate flooding, sedimentation, and erosion, address water quality and water quantity issues, improve drainage, acquire and protect open space, develop public recreational opportunities, improve wildlife and aquatic habitat, and restore, enhance, establish, and preserve wetlands.

The Board of Directors of the District believes it is in the best interest of the District, the Represented Public Bodies, and the citizens of Pueblo County and El Paso County, to request funding from the Represented Public Bodies for fiscal year 2024 to support the District's operations as authorized by the establishing Intergovernmental Agreement dated December 15, 2008, signed by the Represented Public Bodies, and subsequently codified as section 32-11.5-205(2)(i)(I), C.R.S.

The District greatly appreciates the support it has received from the Represented Public Bodies since the District's establishment on October 30, 2009 and would greatly appreciate your serious consideration of this request to include the requested funding in your fiscal year 2024 budget. Note there are no increases requested. Should the requested funding be approved, the District respectfully requests advice of such approval at the email or physical address below, no later than December 1, 2023, and remittance of such funding to the District no later than January 31, 2024.

Below are the requested amounts:

2024 PUBLIC BODY BUDGET REQUEST BASED ON DISCRETE ENTITY POPULATION					
Government	2021 Population	2021 Percent	2023 Allocation	2022 Percent	Proposed 2024 Allocation - no change
Green Mountain Falls	641	0.07	\$322	0.07	\$322
Palmer Lake	2,654	0.28	\$1,287	0.28	\$1,287
Manitou Springs	4,832	0.50	\$2,299	0.50	\$2,299
Monument	10,859	1.13	\$5,195	1.13	\$5,195
Fountain	29,677	3.10	\$14,252	3.10	\$14,252
Pueblo County (Unincorporated)	57,254	5.96	\$27,401	5.96	\$27,401
Pueblo City	112,368	11.69	\$53,745	11.69	\$53,745
El Paso County (Unincorporated)	258,906	26.94	\$123,858	26.94	\$123,858
Colorado Springs	483,956	50.33	\$231,393	50.33	\$231,393
	961,147	100%	\$459,752	100%	\$459,752

Should the requested funding not be approved, the District respectfully requests you notify the District, as well as the other Represented Public Bodies, identified in the attachment to this letter, as soon as practicable, as required by section 32-11.5-205(2)(i)(II) C.R.S., and in no event no later than December 1, 2023.

Respectfully,

Allison Schuch, Executive Director
Fountainckdist@gmail.com

Attachments: 1) 32-11.5-205(2)(i)(I), C.R.S.
2) List of Represented Public Bodies

MAILING ADDRESS: P.O. Box 8100, Colorado Springs, CO 80933

§ 32-11.5-205(2)

(i) (I) Subject to the limitations set forth in subparagraph (II) of this paragraph (i), until such time as the district has sufficient funding to operate independent of funding from the represented public bodies, to request from the represented public bodies appropriate staff, resources, and funding support. The represented public bodies may fund independent staff or pledge to support the district with their own employees or contribute funding in any manner deemed equitable and appropriate by the represented public bodies and the district.

(II) In accord with the state constitution or any charter of a represented public body, performance of a represented public body's obligations under this article is expressly subject to annual appropriation of funds by the respective governing body of the public body. If sufficient moneys are not appropriated for performance of a public body's obligations under this article or appropriated funds cannot be expended due to applicable spending limitations, performance of the public body under this article shall be null and void by operation of law, and the public body shall thereafter have no liability for compensation or damages to any person in excess of the public body's authorized appropriation for the purposes of this article or the applicable spending limit, whichever is less. A represented public body shall notify all other represented public bodies and the district as soon as practicable in the event of nonappropriation or in the event a spending limitation becomes applicable.

COLLECTION SERVICES AGREEMENT

THIS COLLECTION SERVICES AGREEMENT (“Agreement”) made and entered into this 20th day of October 2023, by the Town of Green Mountain Falls Colorado (hereinafter referred to as “Client”), and Integral Recoveries, Inc. (hereinafter referred to as “Agency”), a corporation organized under the laws of the State of Colorado (“Agency”).

The parties agree as follows:

1. Scope of Services. Agency will provide Client with collection services consisting of Agency’s normal collection activities, including, without limitation, correspondence and communications between Agency and the debtor and credit reporting, as deemed appropriate by Agency and agreed to by Client. Agency will provide services as an independent contractor and not as an employee of Client. Services will commence immediately upon Client assignment of a debtor’s account (“Account”) to Agency.

2. Recovery and Agency Fee. The Account will specify the Judgment Amount (the amount due the court for fines, fees, costs, surcharges, and restitution). Agency may seek to recover and may recover from the debtor an amount not greater than one hundred twenty-five percent of the Judgment Amount. Defendants will be directed to pay the Agency directly. Agency will provide a monthly billing for twenty percent of all recoveries for its fee.

3. Term. This Agreement will commence on the Effective Date and will continue for 1 year. The parties may agree, in writing, to extend the term. However, either party may terminate this Agreement by giving thirty days’ written notice. Upon expiration of the Term or termination by notice, the parties may agree that Agency may continue collecting on those Accounts previously assigned to Agency under the same terms as set forth in this Agreement until those Accounts are closed or are cancelled.

4. Manner of Assignment. Assignment of an Account will be effective as the date Client submits the Account to Agency. Within fifteen working days of Agency's receipt of an assignment, Agency must submit a written acknowledgment of assignment to Client. If Client does not receive the acknowledgment within that fifteen-day period, Client may withdraw that Account from Agency. After an assignment of an Account to Agency, Client will refrain from contacting the debtor for collection purposes and will refer all matters concerning collection to Agency for the duration of the period of assignment, unless Client cancels the Account as provided below.

5. Cancellation of Accounts. Accounts previously assigned to Agency for collection will be cancelled prior to the expiration of the period of collection if: (a) Client withdraws an Account, by notice to Agency in writing; (b) Agency ceases collection efforts on an Account it considers not collectable; or (c) the debtor files for bankruptcy and Client directs Agency to take no further action after Agency informs Client and the Office of the City Attorney, in writing, of the filing for bankruptcy.

6. Standards of Agency Performance. Agency agrees to maintain the following minimum standards of operation and performance during the term of this Agreement and to provide proof of compliance upon request by Client:

- a. Maintain proper licensing and bonding as required by law
- b. Adhere to the provisions of all applicable laws and regulations, including the Federal Fair Debt Collection Practices Act and the Fair Credit Reporting Act.

7. Audits. Client has the right to audit the accounts assigned to Agency at any time upon advance written notice.

8. Litigation. No court action will be instituted for collection of Accounts by Agency without prior written authorization from Client.

9. Progress Reports. Agency will provide Client with written reports relating to collection activities, collection totals, dates of collection, and specific accounts when requested by Client.

10. Payment Remittance. On or about the 15th day of each month, Agency shall remit to Client a statement containing a summary of the accounts listed by the Agency and amounts collected on the accounts. Included with the monthly statement, Agency shall remit all payments made on assigned accounts to Client, less its fees.

11. Governing Law: Venue. This Agreement will be construed in accordance with the laws of the State of Colorado, the Town of Green Mountain Falls Colorado, Town Charter, Town Code, and Town Ordinances, Rules, and Regulations.

12. Indemnification. Agency releases the Town of Green Mountain Falls and will fully protect, defend, indemnify, and hold harmless the Town of Green Mountain Falls, its officers, Town Council, directors, employees, agents, and representatives from and against any and all losses, claims of personal injury, death, or property damage, causes of action, costs, and expenses, including attorney's fees, or liability of any nature arising out of or related to Agency's performance under this agreement.

13. No Third-Party Beneficiaries. This Agreement is intended to be solely for the benefit of the parties and their respective successors and permitted assigns, and this Agreement will not otherwise be deemed to confer upon or give to any other person or entity any remedy, claim, cause of action or other right.

14. Notices and other Communications. Any notice or other communication given or made under this Agreement must be in writing and sent by courier mail, with return receipt, or a copy may also be sent by facsimile or other electronic means. Any notice or other communication will be addressed as follows and, if so addressed, will be effective upon actual receipt.

If to Agency:

Integral Recoveries, Inc.
Terry Boe -President
333 W. Hampden Ave., #650
Englewood, CO 80110

If to Client:

Town of Green Mountain Falls Colorado
10615 Unit B
Green Mountain Falls Rd
Green Mountain, CO 80819

15. Non-Waiver: The failure of either party to insist, in any one or more instances, upon strict performance of any of the provisions of this Agreement will continue and remain in full force and effect.

16. Entire Agreement: This written Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior offers, negotiations, and other agreements of any kind. There are no representations or understandings not set forth in this Agreement.

17. Non-waiver of Colorado Governmental Immunity: Nothing herein shall be construed as a waiver by the City of any of the immunities, privileges, and defenses available to it under the Colorado Governmental Immunity Act, as may be amended from time to time, or arising under common law.

Town of Green Mountain Falls Colorado

BY: _____

Client Administrator

Print Name: _____

Title: _____

Date: _____

INTEGRAL RECOVERIES, INC

BY: _____

Terry Boe
President

Integral Recoveries, Inc.

Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this _____ day of October, 2023, by and between the Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and Kiowa Engineering Services, a Colorado corporation with an address of 5951 Middlefield Road, Suite 200, Littleton, Colorado, 80123 (the "Consultant") (collectively the "Parties").

WHEREAS, the Town requires professional engineering services for residential development projects; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in the attached **Exhibit A**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract.

II. COMPENSATION

A. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant at the rates set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

B. Consultant shall be paid only for work performed. Consultant shall submit a written invoice to the Town monthly detailing all authorized work completed in the prior calendar month. The Town shall promptly remit payment for services rendered.

III. PROFESSIONAL RESPONSIBILITY

A. Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals.

B. The Engineer shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances.

Nothing in this Agreement shall serve to enhance the standard of care beyond a manner that is consistent with the level of care and skill ordinarily exercised by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances.

Consultant shall not be required to gain any expertise in this respect beyond the expertise that is consistent with the level of care and skill ordinarily exercised by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any of the work required under the Scope of Services.

IV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is a Town employee for any purposes.

V. INSURANCE

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

B. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

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

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

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

VI. INDEMNIFICATION

. Consultant shall indemnify and hold harmless the Town and its respective partners, subsidiaries, parent, and affiliates, and their respective partners, directors, officers, agents, and employees, from losses, claims, liabilities, injuries, damages, and expenses, including legal fees, that are allowed by law, and that arise from and/or related to the Consultant's and its sub-consultant's negligent performance of the professional services set forth in this Agreement. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's

liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c). The Town will hold the Consultant harmless with respect to any inaccuracies, inconsistencies or omissions contained in the information provided to the Consultant. The Town will hold the Consultant harmless in the event that any errors, omissions or inconsistencies in the information provided to the Consultant could not be discovered by the Consultant based upon the level of care and skill ordinarily exercised by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances.

VII. TERMINATION

This Agreement shall terminate upon the Town's providing Consultant with thirty (30) days advance written notice of termination. If the Agreement is terminated by the Town's issuance of written notice, the Town shall pay Consultant for all work authorized and completed prior to the date of termination.

VIII. MISCELLANEOUS

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

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

C. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Consultant and the Town, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

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

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

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

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

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

K. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligations of the Town not performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability beyond the current fiscal year.

[Remainder of page intentionally blank. Signatures on following page.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first set forth above.

**TOWN OF GREEN MOUNTAIN
FALLS, COLORADO**

By: _____

ATTEST:

Office of the Town Clerk

**KIOWA ENGINEERING
CORPORATION**

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 2023 by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Exhibit A

Scope of services for on-call engineering review.

The on-call consultant provides additional staffing resources and expertise to GMF's planning services. This includes but is not limited to:

- *General planning-related development*
- *Site visits*
- *Hydrologic studies*
- *Development application review*
- *Conformance with state and town regulations*

SCHEDULE OF HOURLY BILLING RATES

Kiowa Engineering Corporation 2023

Category	Rate (\$/hour)
Principal in Charge	\$185.00
Senior Project Manager	\$165.00
Project Manager	\$150.00
Project Engineer	\$145.00
Associate Engineer	\$125.00
Construction Manager	\$125.00
Engineering Technician / Designer	\$110.00
Administrative / Clerical	\$70.00
Mileage	\$0.655/mile
Bluelines/Large Copy Xerox	\$2.00 each
Direct Costs	cost + 10%



To: Board of Trustees
From: Planning & Land Use Staff
Date: November 10, 2023
Re: GMF Professional Services- Engineer

Staff is presenting a revised contract with Kiowa Engineering for on-call professional planning services. Board approval of this contract for professional services would allow Kiowa Engineering to continue providing plan review for erosion control and stormwater management of any grade/fill project. In addition, proposed projects where Section 4:6, *Sensitive Lands, Stormwater, and Drainage Sensitive Lands*, requirements apply, Town Engineer will review for compliance with the code and best practices for erosion control/stormwater management.


Working with Staff, and with further guidance from the Planning Commission, Town Engineer will establish the process and standards for site plan submittal and engineering review.

Re: RESPEC Reference

Todd G Dixon <gmfdixon@gmail.com>

Mon 11/6/2023 10:16 AM

To: Town Clerk <clerk@gmfco.us>

 1 attachments (2 KB)

Outlook-c4unakqw;

Just the original email request

TD

On Mon, Nov 6, 2023, 8:51 AM Town Clerk <clerk@gmfco.us> wrote:

Good Morning Mayor Dixon,

I've added a place holder to that meetings older. Please let me know if you'd like to add any related docs to the packet or if I should reach out to your contact over there.

Thanks!

~Bo

Bo Ayad

Town Clerk/Treasurer

Town of Green Mountain Falls

P.O. Box 524

Green Mountain Falls, CO 80819

719-684-9414 ext.1



From: Todd G Dixon <gmfdixon@gmail.com>

Sent: Thursday, November 2, 2023 4:24 PM

To: Becky Frank <manager@gmfco.us>; Town Clerk <clerk@gmfco.us>

Subject: Fwd: RESPEC Reference

Hi Bo,

The company that is working on our broadband grant is requesting a reference from the Town. Could we add this to our next meeting agenda.

Todd

----- Forwarded message -----

From: **Diego Garcia** <Diego.Garcia@respec.com>

Date: Thu, Nov 2, 2023, 2:11 PM

Subject: RESPEC Reference

To: gmfdixon@gmail.com <gmfdixon@gmail.com>

Hello, Mayor Dixon,

RESPEC is working on a proposal for Navajo County, Az. to do a Broadband Equity, Access, and Deployment (BEAD) Challenge Process. Would you be willing to be one of our references based off our joint experience thus far working together towards the task order for the Town of Green Mountain Falls? You wouldn't need to send in any information as we could just list your contact details.

We don't expect the results of the Navajo County, Az. proposal to come in for a few weeks.

Please let me know.

Thank you!



Diego Garcia

Director of Professional Services


RESPEC


7770 Jefferson St, NE Suite 200


Albuquerque, NM 87109

// c. 505.480.4869



 [A picture containing object, kit, drawing, table](#)
[Description automatically generated](#)

 [A picture containing drawing Description automatically generated](#)

 [A close up of a logo Description automatically generated](#)

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Rhino Rock Designs LLC
8775 W US Highway 24
Cascade, CO 80809 US
rhinorockdesigns@gmail.com

Estimate

ADDRESS

Becky Frank
Town of Green Mountain Falls

ESTIMATE # 1224

DATE 11/10/2023

ACTIVITY	QTY	RATE	AMOUNT
Services	1	10,828.00	10,828.00
Installation of New Electrical Service to Gazebo Island:			
-pull power from breaker box on power pole opposite of Blue Moose			
-install underground 1, 3/4" and 1, 1"			
-install dedicated 20 amp circuit			
-1 tandem breaker for HOM load center			
-2 T.W. Duplex outlets			
-1 T.W. GFCI outlet			
-mount 3 outlets on 4x4 post			
-install 6x6x4 J-boxes, X33 mounted on 4x4 post with pull string in conduit			
-all trenching & backfilling is included			
-permit is included			

project can be completed upon approval

Here's your estimate. We appreciate your consideration.

TOTAL

\$10,828.00

Tom

Tom R Hughes
Owner
719-301-5230
Rhino Rock Designs LLC

Accepted By

Accepted Date

PIKES PEAK COMMISSION ON AGING

www.ppacg.org

MISSION AND VISION

Our mission is to enrich the lives of our diverse senior community, advocating for effective and beneficial policy, and encouraging robust collaboration among service providers for seniors.

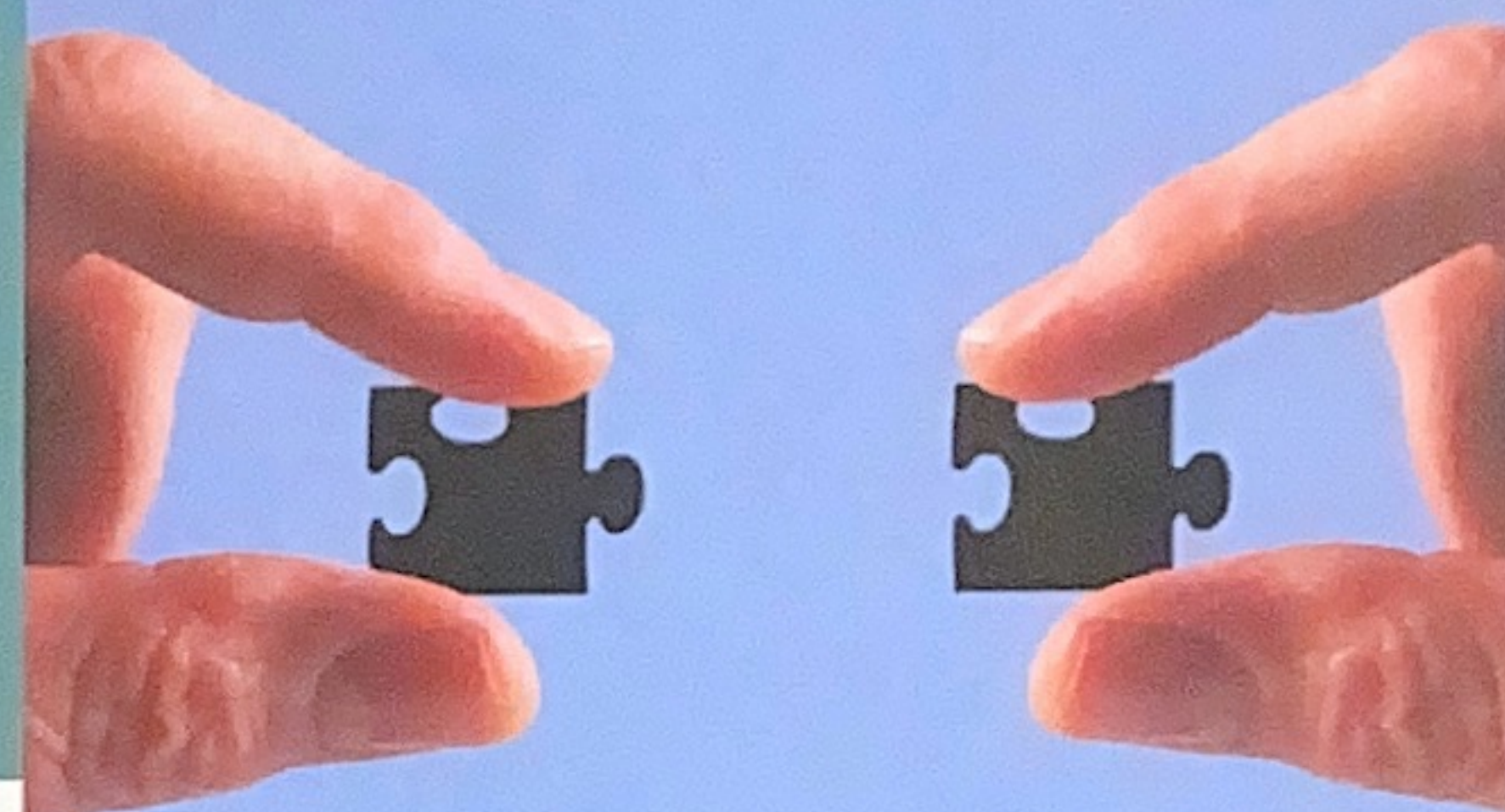
Our envision every senior supported, honored and engaged, made evident by their inclusion in our communities.

HISTORY

- 2015 Innovations in Aging, whose mission is to promote creative approaches to address the challenges and opportunities of aging, began work with the City of Colorado Springs to become an AARP Age Friendly City.
- 2016 Mayor John Suthers endorsed Colorado Springs to become the first city in Colorado to be designated as Age Friendly. With that, came the work to establish a City Commission on Aging, which was accomplished with an initial roster of senior service representatives.
- 2021 moved to the Pikes Peak Area Council of Governments and incorporated work in El Paso, Teller and Park Counties.

GOALS

1. Enhancing accessible and affordable healthcare.
2. Creating Age-Friendly housing and transportation.
3. Strengthening caregiver supports and services.
4. Promoting social engagement and inclusion.



SEEKING COMMISSIONERS

- People who care about quality of life for older adults
- Live in El Paso, Teller or Park counties
- Residents over 60 but will take younger applicants
- People who work in the senior services industry



Pikes Peak Area
Council of Governments

Communities Working Together

CONTACT

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