



Town of Green Mountain Falls

Board of Trustees Meeting Agenda
10615 Green Mountain Falls Road
Tuesday July 2nd, 2024 at 7:00pm

Join Zoom Meeting

<https://us02web.zoom.us/j/81725414192?pwd=UzluS3Bvd2lhQUtWcFBJQ2VsRmVHQT09>

Meeting ID: 817 2541 4192

Passcode: 778401

6:00 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) Minutes from the 2024-05-21 BoT Meeting
4. REPORTS
 - a) Mayor and Trustee Reports
 - b) Staff Reports
5. PUBLIC COMMENT: 3 Minutes per speaker
6. PUBLIC HEARINGS
 - 6a) Appeal: 10565 Foster Variance
 - 6b) 10734 Ute Pass Ave. Special Event Liquor License Application
 - 6c) 6690 Lake St. Special Event Liquor License Application
7. BUSINESS ITEMS
 - 7) Appeal 10565 Foster Variance
 - 7a) 10734 Ute Pass Ave. Special Event Liquor License Application
 - 7b) 6690 Lake St. Special Event Liquor License Application
 - 7c) Pool Facility Rental Application

7d) PPRTA IGA-Requesting Approval of Concept and Authorizing Expenditure of funds in 2024 to be reimbursed in 2025.

7e) GOCO Conservation Service Corps Grant-Requesting Approval of Concept

7f) Integral Recoveries Collections Contract

8. DISCUSSION ITEMS

9. CORRESPONDENCE

10. PUBLIC COMMENT: 3 Minutes per Speaker

11. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
May 21st, 2024 – 7:00 P.M.

MEETING MINUTES

Board Members Present

Mayor Todd Dixon
Trustee Don Walker
Trustee John Bell
Trustee Sean Ives

Town Manager

Becky Frank

Town Clerk

Bo Ayad

Board Members Absent

Trustee Sunde King

Town Attorney

Marshal's Dept

Sean Goings

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

Mayor Dixon called the regular meeting to order at 7:00 p.m. The Pledge of Allegiance was recited. A tech check was conducted.

2. Additions, Deletions, or Corrections to the Agenda

Trustee Walker motioned to approve, seconded by Trustee Ives. Motion carried.

3. Consent Agenda

Meeting Minutes from the 2024-05-07 BoT Meeting. Trustee Bell motioned to approve, seconded by Trustee Walker. Motion passed unanimously.

4. Reports

Mayor Dixon reported on progress at the Town Pool and opening dates.

The Town Marshal reported on activities from his department from the last month.

The Town Clerk reported on a draft SOP for the Clerk Position and the plan to develop that outline into a budget calendar in the future.

The Town Manager reported on grant activities, the Dumpster Blind, the rebuilding of the Gazebo Bridge, mag-chloride application to Town Roads & the completion of staffing for the Town Pool.

5. Public Comment

Katharine Guthrie made a public comment on the Proclamation included in this meeting's items.

Public Hearing(s)

At 7:22pm Mayor Dixon opened the public hearing on the El Pueblo Cantina Liquor License Application. The Town Clerk provided a timeline of the applications progress and notice requirements. The applicant and operating manager, Jesse Stroope, made himself available for questions. There was no public comment.

The Liquor License Application for Bronc Day was reviewed. The Town Clerk gave a timeline of progress and notice requirements. The applicant, Shelly Scott-Nash gave a brief presentation and made herself available for questions. There was no public comment.

At 7:29 Mayor Dixon closed the public hearings.

6. Business Items

6a) El Pueblo Cantina Liquor License Application

Trustee Walker motioned to approve and waive the application, seconded by Trustee Ives. Motion carried.

6b) Bronc Day Special Event Liquor Application.

Trustee Walker motioned to approve as amended, seconded by Trustee Bell. Motion carried.

6c) PRTAC Dani Hains Application

PRTAC Chair Jesse Stroope gave a brief statement regarding the application. Trustee Walker motioned to approve, seconded by Trustee Bell. Motion carried.

6d) Monday Music Series on Gazebo Island

Katharine Guthrie presented on the music program and the success of the series in years past. Trustee Walker motioned to approve, seconded by trustee Ives. Motion carried.

6e) 4th of July Block Party Application

Jesse Stroope highlighted the proposed event. Trustee Walker motioned to approve, seconded by Trustee Ives. Motion carried.

6f) Special Events Application- Blues & Brews

Jesse Stroope presented the event. Trustee Bell motioned to approve, seconded by Trustee Bell. Motion carried.

6g) Keep Green Mountain Falls Beautiful Proclamation

Mayor Dixon stated his hesitancy to commit the Town to the broad language. He supports the concept, but not the language in the proclamation. Trustee Bell posed the question “what’s the difference between a declaration and a proclamation. Trustee Walker stated that he did not consider this to be a declaration. A discussion took place regarding the relationship of the Comprehensive Plan and the Proclamation in question. Trustee Ives didn’t agree that the Proclamation had binding language. Trustee Walker motioned to adopt, seconded by Trustee Ives. Dixon & Bell were no votes. Ives & Walker were yes votes. Motion failed. Mayor Dixon called for an alternative motion. Trustee Bell asked if Walker would redraft. Trustee Walker respectfully declined.

7H) PRTAC Cement Bridge Restoration

Jesse Stroope of PRTAC briefed the Board on the proposed project. Trustee Walker motioned to approve the project, seconded by Trustee bell. Motion carried.

7. Discussion

8. Correspondence

9. Public Comment

None.

10. Adjournment

At 7:58pm Mayor Dixon called to Adjourn the meeting.

BOARD OF TRUSTEES CLERK & TREASURER REPORT

DATE: 07/02/2024	SUBJECT:
Presented by: Bo Ayad, Town Clerk & Treasurer	Report on activities to the Mayor and Board of Trustees

Routine Activities

- Payroll/Pension
- Agendas/Minutes
- Municipal Court
- Records Management
- Legal notices and postings
- Gazebo & Facilities Rental
- Licensing (Liquor, Business, STR, Animal)
- Website Maintenance
- CORA Requests
- Financial Reporting & Oversight

Updates

- **Accessibility:** Under HB-1110 all Municipalities must meet accessibility standards by July 1st, 2024. As a result, you will start seeing less PowerPoint type docs and more MS Word type docs in packets. Third Party Materials will be labeled as such. An “Accessibility Statement” has been added to the home page. Under HB24-1454 A one-year leniency period will be extended to Municipalities that can demonstrate good faith efforts to be compliant coupled with a home page statement regarding a plan and progress on becoming fully compliant. Older material will be archived and made available upon request.
- **CML:** Thanks for the opportunity! I was able to attend events on Municipal Finance, Affordable Housing, Municipal Clerk’s Responsibilities, 2024 Legislative Session Update & Liquor Licensing. Additional value regarding networking with counterparts and meeting industry contractors.

An Act

HOUSE BILL 24-1454

BY REPRESENTATIVE(S) Ortiz and Pugliese, Bacon, Bird, Duran, Kipp, Lieder, Parenti, Young;
also SENATOR(S) Lundeen, Bridges, Kirkmeyer, Priola, Roberts.

CONCERNING A ONE-YEAR EXTENSION OF THE DEADLINE FOR PUBLIC AGENCIES TO COMPLY WITH DIGITAL ACCESSIBILITY STANDARDS IF THE PUBLIC AGENCY DEMONSTRATES A GOOD FAITH EFFORT TOWARD COMPLIANCE.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. Legislative declaration. (1) The general assembly declares that:

(a) It is imperative to recognize the importance of ensuring full accessibility for individuals with disabilities to state and local government digital resources;

(b) The general assembly's commitment to inclusivity and equal access is underscored by establishing a one-year grace period that extends the current deadline for full digital accessibility compliance for state agencies and public entities from July 1, 2024, to July 1, 2025, so that

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

applicable state agencies and public entities may achieve compliance with established accessibility standards, provided that the public entity or state agency has demonstrated good faith efforts toward compliance;

(c) The temporary grace period reflects the general assembly's understanding of the reality of adapting the necessary accessibility standards by state agencies and public entities and bases the grace period on current progress made by each state agency and public entity; and

(d) The one-year grace period is made with the intent to encourage continued diligent progress toward accessibility for all Coloradans with disabilities without imposing immediate penalties on state agencies and public entities.

SECTION 2. In Colorado Revised Statutes, 24-34-802, amend (1)(c) as follows:

24-34-802. Violations - penalties - immunity - repeal.
(1) (c) (I) EXCEPT AS PROVIDED IN SUBSECTION (1)(c)(II) OF THIS SECTION, discrimination pursuant to this section includes the failure of a public entity or state agency, as those terms are defined in section 24-34-301, to fully comply, on or before July 1, 2024, with the accessibility standards for individuals with a disability established by the office of information technology pursuant to section 24-85-103. Liability for noncompliance as to content lies with the public entity or state agency that manages the content. Liability for noncompliance of the platform hosting the content lies with the public entity or state agency that manages the platform.

(II) (A) A PUBLIC ENTITY OR STATE AGENCY IS IMMUNE FROM LIABILITY FOR A VIOLATION OF SUBSECTION (1)(c)(I) OF THIS SECTION UNTIL JULY 1, 2025, IF THE PUBLIC ENTITY OR STATE AGENCY DEMONSTRATES GOOD FAITH EFFORTS TOWARD COMPLIANCE WITH THE ACCESSIBILITY STANDARDS ESTABLISHED PURSUANT TO SECTION 24-85-103 OR, AS NECESSARY, MAKES GOOD FAITH EFFORTS TOWARD RESOLUTION OF A COMPLAINT OF NONCOMPLIANCE. TO BE ELIGIBLE FOR THE IMMUNITY AUTHORIZED PURSUANT TO THIS SUBSECTION (1)(c)(II), BY JULY 1, 2024, A PUBLIC ENTITY'S OR STATE AGENCY'S GOOD FAITH EFFORTS MUST INCLUDE CREATING A PROGRESS-TO-DATE REPORT THAT DEMONSTRATES CONCRETE AND SPECIFIC EFFORTS TOWARD COMPLIANCE ON THE ENTITY'S OR AGENCY'S FRONT-FACING WEB PAGES; UPDATING THE REPORT ON A QUARTERLY BASIS;

AND CREATING A CLEAR, EASY-TO-FIND PROCESS FOR REQUESTING REDRESS FOR INACCESSIBLE DIGITAL PRODUCTS, INCLUDING CONTACT OPTIONS THAT ARE NOT DEPENDENT ON WEB ACCESS OR DIGITAL ACCESSIBILITY AND ARE PROMINENTLY DISPLAYED ON ALL FRONT-FACING WEB PAGES.

(B) IF A CIVIL ACTION IS FILED PURSUANT TO THIS SUBSECTION (1)(c) AND A PUBLIC ENTITY OR STATE AGENCY ALLEGES THAT IT HAS MADE GOOD FAITH EFFORTS PURSUANT TO THIS SUBSECTION (1)(c)(II), THE COURT IN WHICH THE CIVIL ACTION WAS FILED SHALL DETERMINE, BASED ON A PREPONDERANCE OF THE EVIDENCE, WHETHER THE PUBLIC ENTITY OR STATE AGENCY HAS MADE GOOD FAITH EFFORTS, AND, IF THE COURT DETERMINES THAT GOOD FAITH EFFORTS HAVE BEEN MADE, THE COURT SHALL DISMISS THE ACTION WITHOUT PREJUDICE.

(C) THIS SUBSECTION (1)(c)(II) IS REPEALED, EFFECTIVE JULY 1, 2025.

SECTION 3. Safety clause. The general assembly finds, determines, and declares that this act is necessary for the immediate

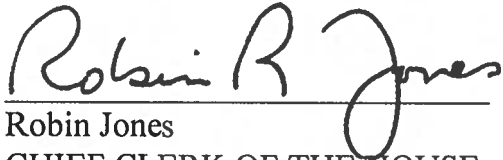
preservation of the public peace, health, or safety or for appropriations for the support and maintenance of the departments of the state and state institutions.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE

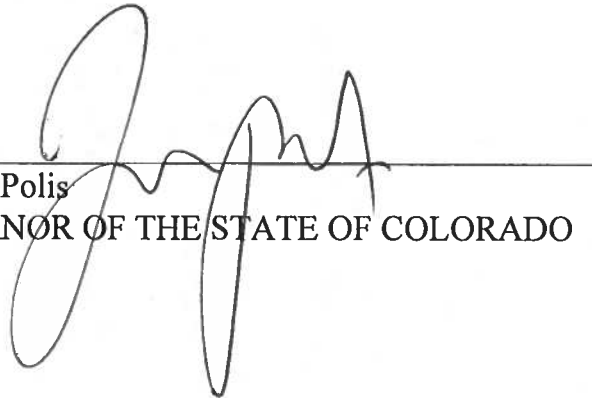


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Friday May 25th 2024 at 5:00 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

BOARD OF TRUSTEES AGENDA MEMO

DATE: 7/2/2024	AGENDA NO	SUBJECT:
Presented by: Becky Frank, Town Manager		Report on activities to the Mayor and Board of Trustees

Activities

- USFS Community Wildfire Defense Grant Program-(CWPP) Not funded. Will prepare applications to submit to alternative funding sources.
- CPW (Dumpster Blind) COMPLETE! Businesses interested in using the dumpster will need to complete an MOU with the Town.
- CDBG (Gazebo Bridge Rehabilitation and ADA Accessibility) Project nearing completion. The remaining work to be completed includes installation of benches and some clean-up. Project close-out is estimated to be end of July with no additional significant impacts to the park anticipated.
- University Technical Assistance Team (Pool Study). The team is working with the PRTAC to identify dates to present their findings.
- DOLA (Comprehensive Roads and Drainage Study) We are utilizing this plan and have included it to guide work for the Hazard Mitigation Assistance Grant.
- Hazard Mitigation Assistance Grant-Draft application submitted. We will be working with DHSEM over the next 6 weeks to finalize the application for submission.
- Fire Mitigation (COSWAP/CUSP/MHYC/Kirkpatrick/Team Rubicon) All projects have either begun or are scheduled. GMF hosted a site visit for the Colorado National Guard to show off the MHYC project area.
- FEMA-all projects submitted except for Catamount Creek which will require a reduction of flows. This is tentatively scheduled for mid-July depending on run-off.
- Planning Support (LUC implementation and code clean-up)
- Participating in Regional Transportation Study (PPACG)
- Researching funding opportunities to continue to support Town projects.
- Pool-Open and operating pretty well. We have a great staff and usage seems to be up.
- Ute Pass Avenue Bridge-working with PPACG Grant Navigator to secure funding for the bridge. Application for technical assistance (grant writing) submitted to DOLA
- Colorado Municipal League Conference-Thanks to everyone who attended!

Marshal's report June 2024

Call type	# of calls	Outcomes if any
Hazards	0	
911 hang ups	2	
Assist outside agencies	4	
Traffic complaint	2	
Citizen Contacts	5	
Attempt to locate	0	
Follow ups	4	
Suspicious incident	0	
Harassment	2	
Abandoned vehicle	0	
Traffic stops	7	
Parking complaints	6	
Check the welfare	1	
Trespassing	1	
Noise complaints	1	Blue Moose bar noise
Disturbance	1	Fight-victim failed to prosecute
Lost property	0	
Theft	1	
Motorist assist	4	
Mental health check	0	
Vin verification	0	
Animal complaint	1	
Alarms	0	
Total calls for service	42	

Other agencies assisting us – 4

Us assisting other agencies – 4

NIBERS reports completed.

Citizen Contact upload completed.

Reserve hours worked - 21 hours.

CJIS/FBI Audit in progress (Computer systems usage audit)

1033 Audit in progress (Equipment used by the department loaned to us from the US military...3 rifles)

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**BOARD OF TRUSTEES
STAFF REPORT**

Date Prepared: June 27, 2024
Meeting Date: July 2, 2024

RE: Variance Appeal - 10565 Foster Avenue

To: Town of Green Mountain Falls Board of Trustees

From: Julie Esterl, Baseline Corporation

Project Number: GMF-24-03

Project Address: 10565 Foster Avenue

Applicant: Town Staff

Property Owner: Don Hays

Zoning: R-1 – Low-Density Residential

CC: Becky Frank, Town Manager

Ben Thurston, AICP, Baseline



MATTER BEFORE THE BOARD OF TRUSTEES

Appeal of a Planning Commission variance decision, to remove the condition of approval for a 15-foot variance to the front setback of property located at 10565 Foster Avenue. Section 12-51 of the Green Mountain Falls Land Use Code (LUC) establishes the Board of Trustees as the decision-making body for an appeal to a Planning Commission decision on a variance application.

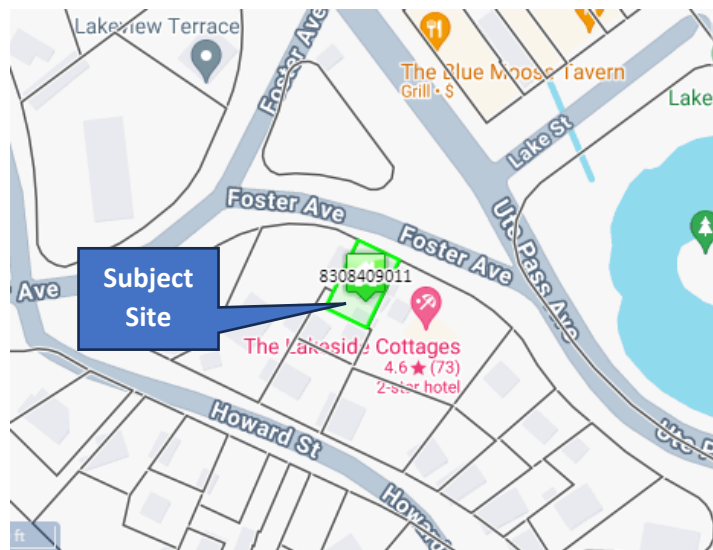
STAFF RECOMMENDATION

Staff recommends that the Board of Trustees approve the appeal to remove the condition of approval for the 15-foot front setback variance for reconstruction of existing stairs and construction of a new deck at 10565 Foster Avenue.

BACKGROUND

At the June 11, 2024 regular meeting, the Planning Commission voted 5-0 to APPROVE a 15-foot front setback variance for reconstruction of existing stairs and construction of a new deck at 10565 Foster Avenue with the following condition:

1. New deck construction shall remain within the property boundary, and stair reconstruction may extend into the public right-of-way as allowed by the Easement Agreement approved by the Board of Trustees on December 12, 2023.



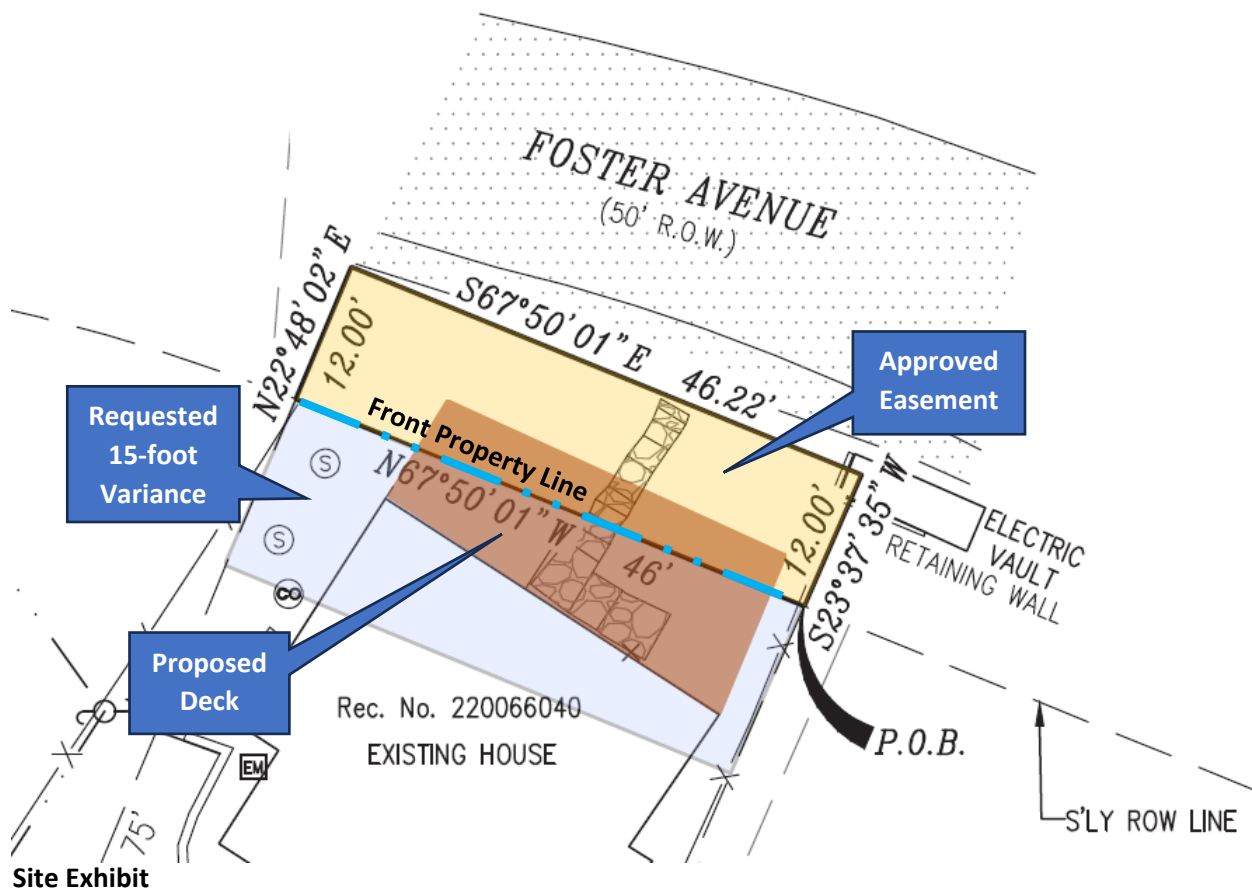
Location Map



On December 12, 2023, prior to the Planning Commission review and action on the variance application, the Board of Trustees approved an easement agreement between the Town and the property owners, Donald and Catherine Hays, for the purpose of construction, installation, and maintenance of a private stairway and deck within the Foster Avenue public right-of-way.

REVIEW

Town and Planning staff have reviewed the Planning Commission decision and condition of approval and have found the condition, which relates to improvements in the public right-of-way, to be outside of the Planning Commission's purview in considering the variance request. The variance request pertains to the front yard setback, which is that portion of private property that exists between the front property line and 15 feet from the property line. The easement that was granted by the Town Board is a portion of public right-of-way that exists from the property line into the public right-of-way. The Planning Commission does not have the authority to approve the variance with a condition that modifies the terms of the easement previously approved by the Board of Trustees. Therefore, staff recommends the Board of Trustees approve the requested appeal and remove the condition of approval relating to the portion of the deck in the approved easement. Further review of the variance request is included in the Planning Commission staff report provided as an attachment to this staff report.





PUBLIC NOTICE

Section 12-52(h) of the LUC establishes requirements for public notice when public hearings are required with land use review. An appeal requires published, mailed, and posted notice at least 15 days prior to the public hearing. All required notices were completed in conformance with the LUC.

FINDINGS

The variance application was submitted in substantial compliance with the Land Use Code. Approval criteria findings are outlined in the following table.

Sec. 12-52(i)(2) – General Approval Criteria	Staff Finding	Rationale
a) Complies with applicable requirements including this land use code, town, state, and federal law;	Yes	The application complies with applicable codes and regulations.
b) Consistent with any applicable adopted Town plans;	Yes	The application complies with applicable Town plans, including the Comprehensive Plan as outlined in staff’s analysis.
c) Promotes the public health, safety, and general welfare;	Yes	The proposed variance will allow for the development of safe access to the existing residence.
d) Minimizes or mitigates adverse impacts associated with the application;	Yes	Staff finds no substantial adverse impacts associated with the proposed variance.
e) Will not result in significant adverse impacts upon the natural environment including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated; and	Yes	Staff finds no substantial adverse impacts in regards to the natural environment associated with the proposed facility.
f) Will not result in significant adverse impacts upon other property in the vicinity of the subject property.	Yes	Staff finds no substantial adverse impacts to adjacent properties associated with the proposed facility.

Additional Variance approval criteria findings are outlined in the following table.

Sec. 12-57(a) – Additional Approval Criteria	Staff Finding	Rationale
a) Not be injurious to the public health, safety, morals, and general welfare of the community;	Yes	Staff finds no potential injury to the public health, safety, morals, and general welfare of the community as a result of the proposed variance.



<p>b) Not substantially affect the use and value of the area adjacent to the property included in the variance; and;</p>	<p>Yes</p>	<p>The proposed variance does not impact the use of the adjacent area. The proposed improvement and investment in the property could have a positive impact on the value of the adjacent area.</p>
<p>c) Sufficiently demonstrate that the strict application of the terms of this land use code will result in practical difficulties in the use of the property, that the practical difficulties are peculiar to the property in question, and that the variance will relieve the practical difficulties.</p>	<p>Yes</p>	<p>Strict application of the front setback would result in practical difficulties because it would prevent the applicant from repairing the existing stair to provide safe access to the residence. The variance relieves that difficulty. Strict conformance to the code would require either reconstruction or substantial remodeling of the residence.</p>

SUMMARY

Town Staff has submitted a request for an appeal of the Planning Commission’s decision and remove the condition of approval for a Variance to the front setback to allow the reconstruction of the existing stairs and the construction of a new deck at 10565 Foster Avenue.

Attachments:

1. PC Staff Report and Packet

This document was created on behalf of the Town of Green Mountain Falls by a third party. Please request an accessible version by contacting the Town Clerk at 719-684-9414 X1 or clerk@gmfco.us



**PLANNING COMMISSION
STAFF REPORT**

Date Prepared: June 6, 2024
Meeting Date: June 11, 2024

RE: Variance to Front Setback – 10565 Foster Avenue
To: Town of Green Mountain Falls Planning Commission
From: Julie Esterl, Baseline Corporation
Project Number: GMF-24-03
Project Address: 10565 Foster Avenue
Applicant: Don Hays
Property Owner: Don Hays
Zoning: R-1 – Low-Density Residential
CC: Becky Frank, Town Manager
Ben Thurston, AICP, Baseline



MATTER BEFORE THE PLANNING COMMISSION

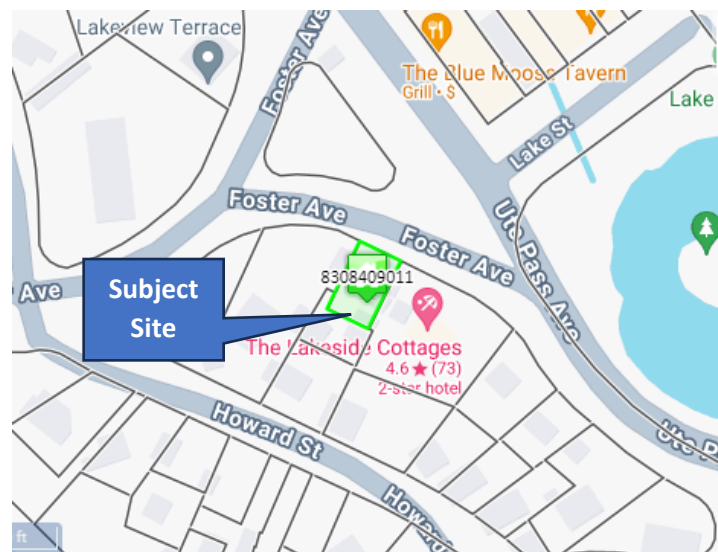
A variance to encroach fifteen (15) feet into the front setback to allow the reconstruction of the existing stairs and the construction of a new deck at 10565 Foster Avenue. Section 12-51 of the Green Mountain Falls Land Use Code (LUC) establishes Town Staff as the reviewing body, and the Planning Commission as the decision-making body for a variance.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission APPROVE a variance of fifteen (15) feet to the front setback to allow the reconstruction of the existing stairs and the construction of a new deck at 10565 Foster Avenue.

BACKGROUND

The existing single-family residence was constructed in 1920. Access to the building is from Foster Avenue via a set of stairs that climb up to the front door. The existing stairs extend into the front setback as well as into the Foster Avenue public right-of-way. In recent years the stairs have become unsafe and the property owners would like to replace the stairs and construct a new deck that will provide a landing. In 2023, the owners requested, and were granted a 12' x 46.22' easement to occupy the right-of-way at 10565 Foster Avenue. Approval of a variance is required before the owners can apply for building permits for the deck and stairs.

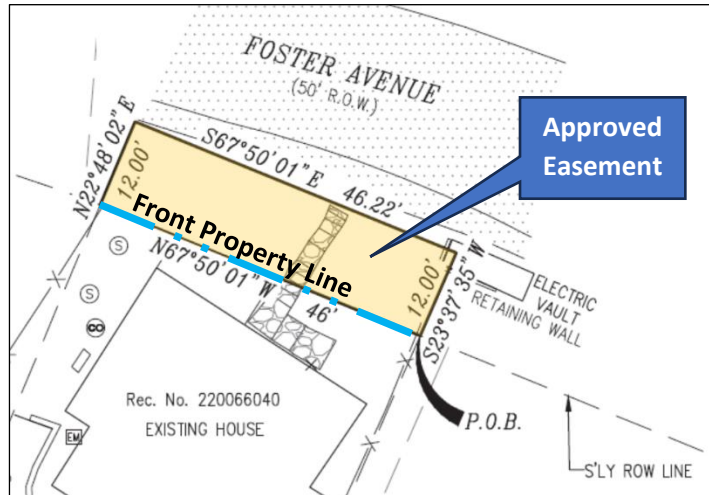


Location Map



APPLICATION

On August 3, 2023, the property owner, Don Hays, submitted an application for a Variance for the property at 10565 Foster Avenue. Processing of the variance application awaited the approval of the right-of-way easement as well as the engineering review of the grading and erosion control plan (GECP) associated with the plans for the construction of the new deck. The easement was approved by the Town Board of Trustees on December 10, 2023, and was fully executed on March 11, 2024. The GECP was approved by the Town Engineer on May 7, 2024.



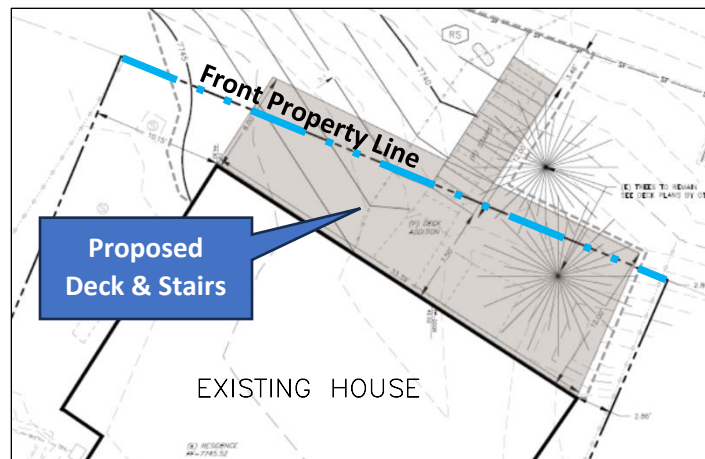
Easement Exhibit

ZONING AND LAND USE

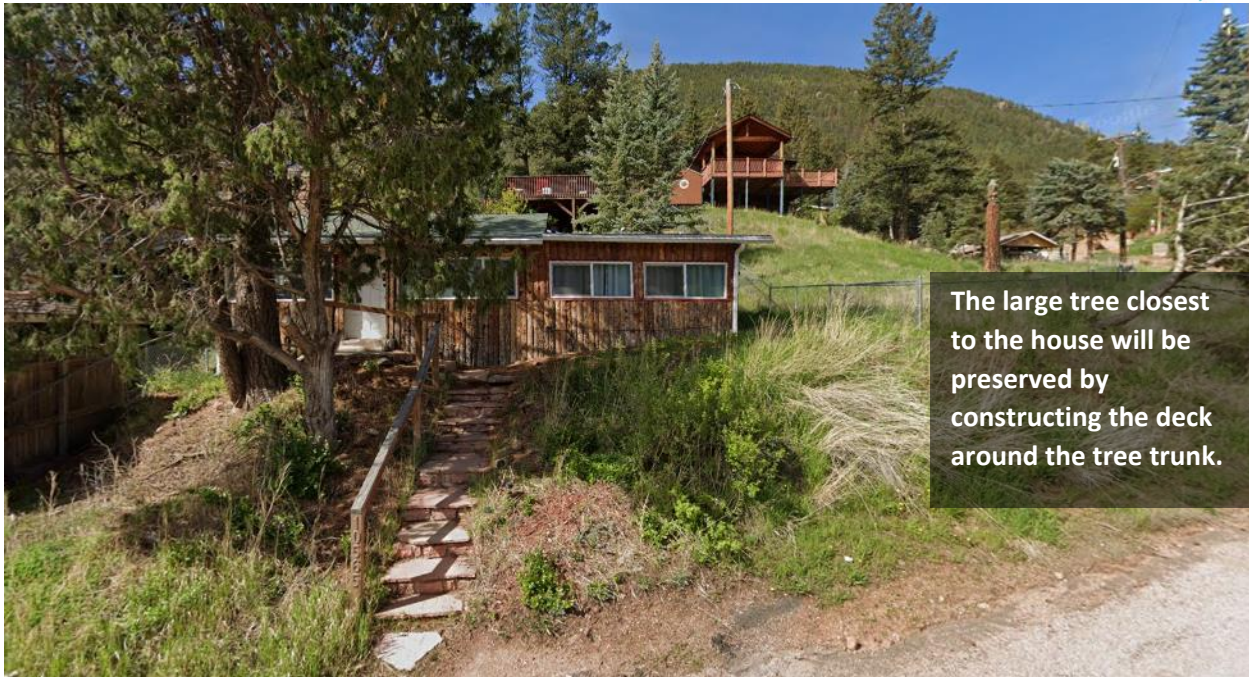
Prior to 2022 and the adoption of the existing Land Use Code (LUC), the property was zoned R-1 – Single Family Residential. In 2022, the LUC was amended, and the property was rezoned from R-1 – Single Family Residential to R-1 – Low-Density Residential.

The property is occupied by a single-family dwelling, which is a permitted use in the R-1 district. The minimum building setback from a front property line in the R-1 district is 15 feet. Per Section 12-44(b), decks may exceed the minimum setback by no more than 33 percent. Because the proposed deck will cross the front property line and encroach into the right-of-way by approximately 2 feet, the applicant is requesting a variance to encroach the full 15 feet into the front yard setback. In addition, the existing stairs encroach into the Foster Avenue right-of-way. The 15-foot variance, if approved, will allow the existing stairs to be reconstructed in their existing location.

The applicant has explained in the project cover letter that the exterior improvements will improve the view of the property from the street, and will increase the safety of the access to the residence. In addition, the proposed deck will provide a landing at the top of the stairs, and will help prevent further erosion of a portion of the front yard currently caused by direct rain and hail.



Proposed Plan



June 2023 Google Streetview of the subject property

COMPREHENSIVE PLAN REVIEW

Staff finds that the proposal is in conformance with the Green Mountain Falls Comprehensive Plan. The existing single-family land use is consistent with the plan's Future Land Use Map. The proposed variance will allow the applicant to improve and maintain the property. In addition, the proposal is supported by the plan through the following goals:

- Goal 3.1.2: Residential Quality – Encourage and maintain safe and comfortable residential environments.
Staff finds the proposed variance allows the applicant to maintain the existing residence in a safe manner.
- Goal 3.2.1: Public Safety / Emergency Services – Provide adequate police and fire protection throughout the Town.
Staff finds the proposed variance will improve access to the residence for emergency services.
- Goal 3.4.1: Responsible Development – Ensure responsible, appropriate, and compatible growth in Town. Policy A. Support development that enhances a sense of community and is compatible with surrounding land uses, the natural environment, and the community's expectations.
Staff finds the proposed variance allows improvements to the residence's entrance that are compatible and meet expectations for quality.

PUBLIC NOTICE

Section 12-52(h) of the LUC establishes requirements for public notice when public hearings are required with land use review. A variance requires published, mailed, and posted notice at least 15 days prior to the public hearing. All required notices were completed in conformance with the LUC.



PUBLIC COMMENTS

Town staff received one response from the public regarding the proposed variance. The concern was in regards to existing building improvements and septic system encroachments on to property located at 6885 Howard Street. Staff understands that encroachments may exist, and that the resolution to any existing side and rear encroachments are a private matter between the neighboring property owners. Staff finds no encroachments on neighboring properties related to the proposed variance.

FINDINGS

The application was submitted in compliance with the Land Use Code. General approval criteria findings are outlined in the following table.

Sec. 12-52(i)(2) – General Approval Criteria	Staff Finding	Rationale
a) Complies with applicable requirements including this land use code, town, state, and federal law;	Yes	The application complies with applicable codes and regulations.
b) Consistent with any applicable adopted Town plans;	Yes	The application complies with applicable Town plans, including the Comprehensive Plan as outlined in staff’s analysis.
c) Promotes the public health, safety, and general welfare;	Yes	The proposed variance will allow for the development of safe access to the existing residence.
d) Minimizes or mitigates adverse impacts associated with the application;	Yes	Staff finds no substantial adverse impacts associated with the proposed variance.
e) Will not result in significant adverse impacts upon the natural environment including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated; and	Yes	Staff finds no substantial adverse impacts in regards to the natural environment associated with the proposed facility.
f) Will not result in significant adverse impacts upon other property in the vicinity of the subject property.	Yes	Staff finds no substantial adverse impacts to adjacent properties associated with the proposed facility.



Additional Variance approval criteria findings are outlined in the following table.

Sec. 12-57(a) – Additional Approval Criteria	Staff Finding	Rationale
a) Not be injurious to the public health, safety, morals, and general welfare of the community;	Yes	Staff finds no potential injury to the public health, safety, morals, and general welfare of the community as a result of the proposed variance.
b) Not substantially affect the use and value of the area adjacent to the property included in the variance; and;	Yes	The proposed variance does not impact the use of the adjacent area. The proposed improvement and investment in the property could have a positive impact on the value of the adjacent area.
c) Sufficiently demonstrate that the strict application of the terms of this land use code will result in practical difficulties in the use of the property, that the practical difficulties are peculiar to the property in question, and that the variance will relieve the practical difficulties.	Yes	Strict application of the front setback would result in practical difficulties because it would prevent the applicant from repairing the existing stair to provide safe access to the residence. The variance relieves that difficulty. Strict conformance to the code would require either reconstruction or substantial remodeling of the residence.

SUMMARY

The applicant, Don Hays, has submitted a complete application for the review of a Variance to the front setback to allow the reconstruction of the existing stairs and the construction of a new deck at 10565 Foster Avenue. The application is in general compliance with the Land Use Code.

ALTERNATIVE ACTIONS

1. Motion to approve, with or without conditions, supported by findings
2. Motion to deny supported by findings
3. Motion to continue to a future meeting date with a reason and/or request for more information

Attachments:

1. Combined Application
 - a. Variance Application
 - b. Project Cover Letter
 - c. Project ILC
 - d. Approved Grading Plan
 - e. Proposed Deck Plans
2. Approved Easement Agreement
3. Public Comment Letter



Town of Green Mountain Falls Land Use Approval Application Zoning Variance

General Information

- A zoning variance is a request to deviate from the requirements in the Green Mountain Falls Land Use and Zoning Code, as established in §16-709.
- This checklist is a guide to submitting a complete application and is not a substitute for all provisions in [GMF Municipal Code](#). Applicants are responsible for reviewing and understanding the Code.
- Complete submittals will receive a minimum staff review time of thirty (30) days before appearing on a Planning Commission agenda

Applicant

Applicant: Don Hays
Address: 3207 Crockett St., Granbury, TX 76049
E-Mail: texas2d@yahoo.com
Phone: 817-313-0283
Owner: Don Hays
Address: 3207 Crockett St., Granbury, TX 76049
E-mail: texas2d@yahoo.com
Phone: 817-313-0283

Property

Address: 10565 Foster Ave., Green Mountain Falls, CO 80819	
Zoning Designation: Non-Conf R-1	Lot Size: 3456 Sq. Ft.
Hillside Overlay zone? Yes <input type="checkbox"/> No <input type="checkbox"/>	Land Survey Included: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Certification & Signature

APPLICANT'S STATEMENT: I understand the procedures that apply to my request and acknowledge an incomplete application will not be processed or scheduled for public hearing until such time it is complete. GMF Town Staff's acceptance of the application, the payment of fees, and submittal of accompanying materials does not constitute completeness. I further agree to reimburse the city for technical and professional consulting expenses that may be incurred during the review of my request. Failure to reimburse the Town for invoiced expenses constitutes an incomplete application.

Certification: The undersigned applicant certifies under oath and under penalties of perjury that the information found in the application is true and accurate to the best of their knowledge.

Applicant Signature /S/Don Hays Date 08/03/2023

Owner Signature /S/Don Hays Date 08/03/2023

Owner Signature _____ Date _____

This document can be signed electronically using [Adobe Reader DC for free](#).

Justification for Proposed Improvement to Property at 10565 Foster Ave, Green Mountain Falls, CO
80819

Cabin Appearance – Although significant renovations have occurred on the inside of the cabin, this cabin has been an eyesore for years. Left abandoned and lawn not kept, the outdoor improvements will dramatically improve the view of the property from the streets, downtown and around the lake

Yard Maintenance and Erosion – No maintenance appears to be done to the lawn or to keep the yard from significant erosion problems. Removal of trees from this lot has in the last couple of years which has increased the erosion problem. The proposed deck would prevent further erosion of a significant portion of the front yard caused by direct rain and hail.

Safety – Fixing the steps and the transition from the street to the stairs will allow my wife and others to more safely traverse the accent to the cabin.

/s/ Don Hays 10/03/2023

EASEMENT EXHIBIT
 10565 FOSTER AVENUE
 GREEN MOUNTAIN FALLS
 EL PASO COUNTY, COLORADO

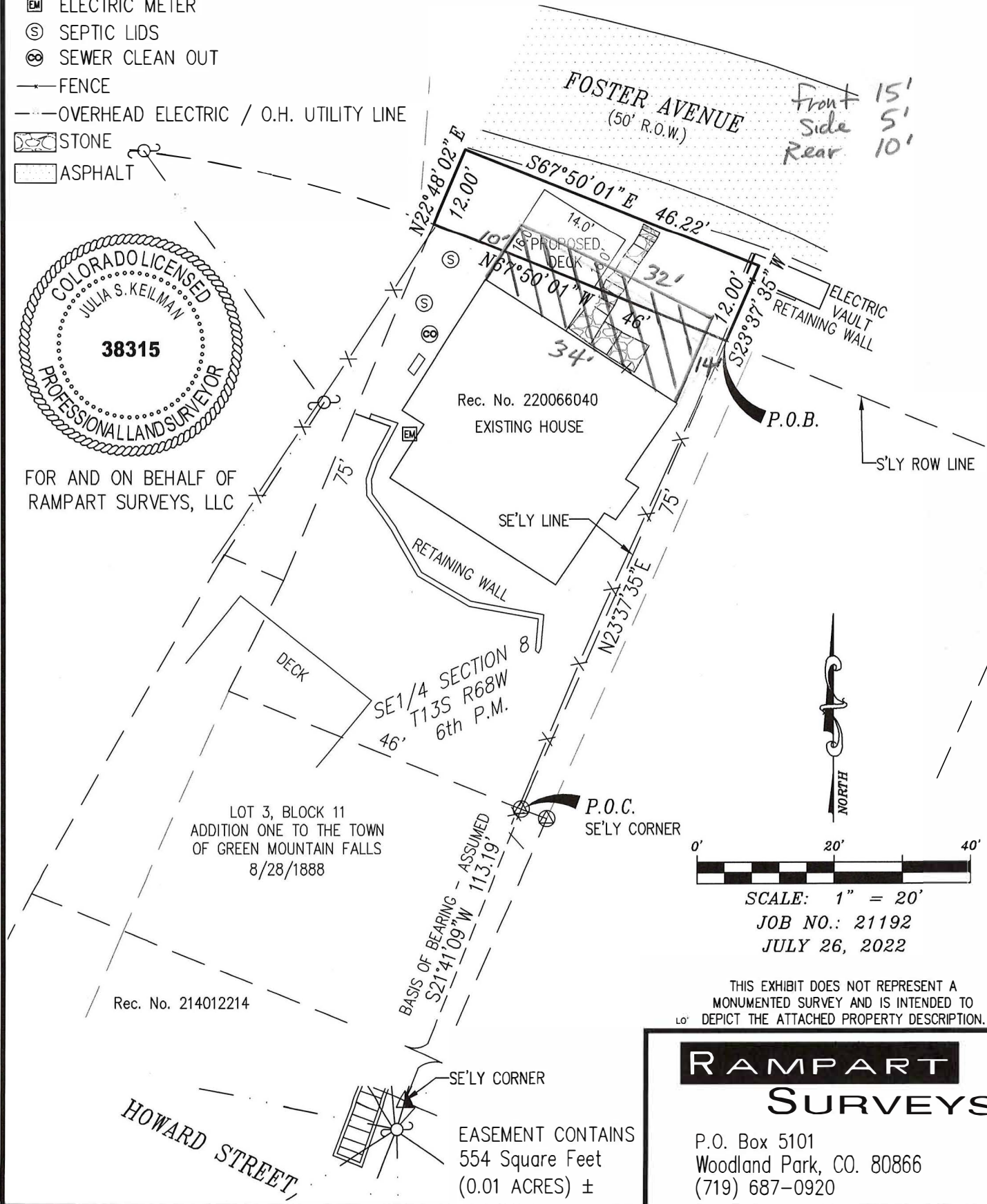
LEGEND:

- ▲ FOUND 5/8" REBAR
- ⊗ FOUND REBAR AND 1-1/2" ALUMINUM CAP STAMPED "D&B CO PLS 22575"
- POWER/UTILITY POLE
- ⊞ ELECTRIC METER
- ⊙ SEPTIC LIDS
- ⊗ SEWER CLEAN OUT
- FENCE
- OVERHEAD ELECTRIC / O.H. UTILITY LINE
- ⊞ STONE
- ⊞ ASPHALT

Front 15'
 Side 5'
 Rear 10'



FOR AND ON BEHALF OF
 RAMPART SURVEYS, LLC



LOT 3, BLOCK 11
 ADDITION ONE TO THE TOWN
 OF GREEN MOUNTAIN FALLS
 8/28/1888

Rec. No. 214012214

SE1/4 SECTION 8
 T13S R68W
 6th P.M.
 BASIS OF BEARING
 S21°41'09"W 113.19'

SCALE: 1" = 20'
 JOB NO.: 21192
 JULY 26, 2022

THIS EXHIBIT DOES NOT REPRESENT A
 MONUMENTED SURVEY AND IS INTENDED TO
 LO DEPICT THE ATTACHED PROPERTY DESCRIPTION.

**RAMPART
 SURVEYS**

P.O. Box 5101
 Woodland Park, CO. 80866
 (719) 687-0920

EASEMENT CONTAINS
 554 Square Feet
 (0.01 ACRES) ±

Proposed Deck

UTILITY LINE

FOSTER AVENUE
(50' R.O.W.)

Front
Side
Rear

$N22^{\circ}48'02''E$
12.00'

$S67^{\circ}50'01''E$ 46.22'

PROPOSED DECK

$N67^{\circ}50'01''W$

14.0'

32'

46'

34'

12.00'
 $S23^{\circ}37'35''W$

ELECTRICAL VAULT
RETAINING WALL

P.O.B.

Rec. No. 220066040
EXISTING HOUSE

SE'LY LINE

RETAINING WALL

SECTION 8

$N23^{\circ}37'35''E$

75'

75'

EM

(S)

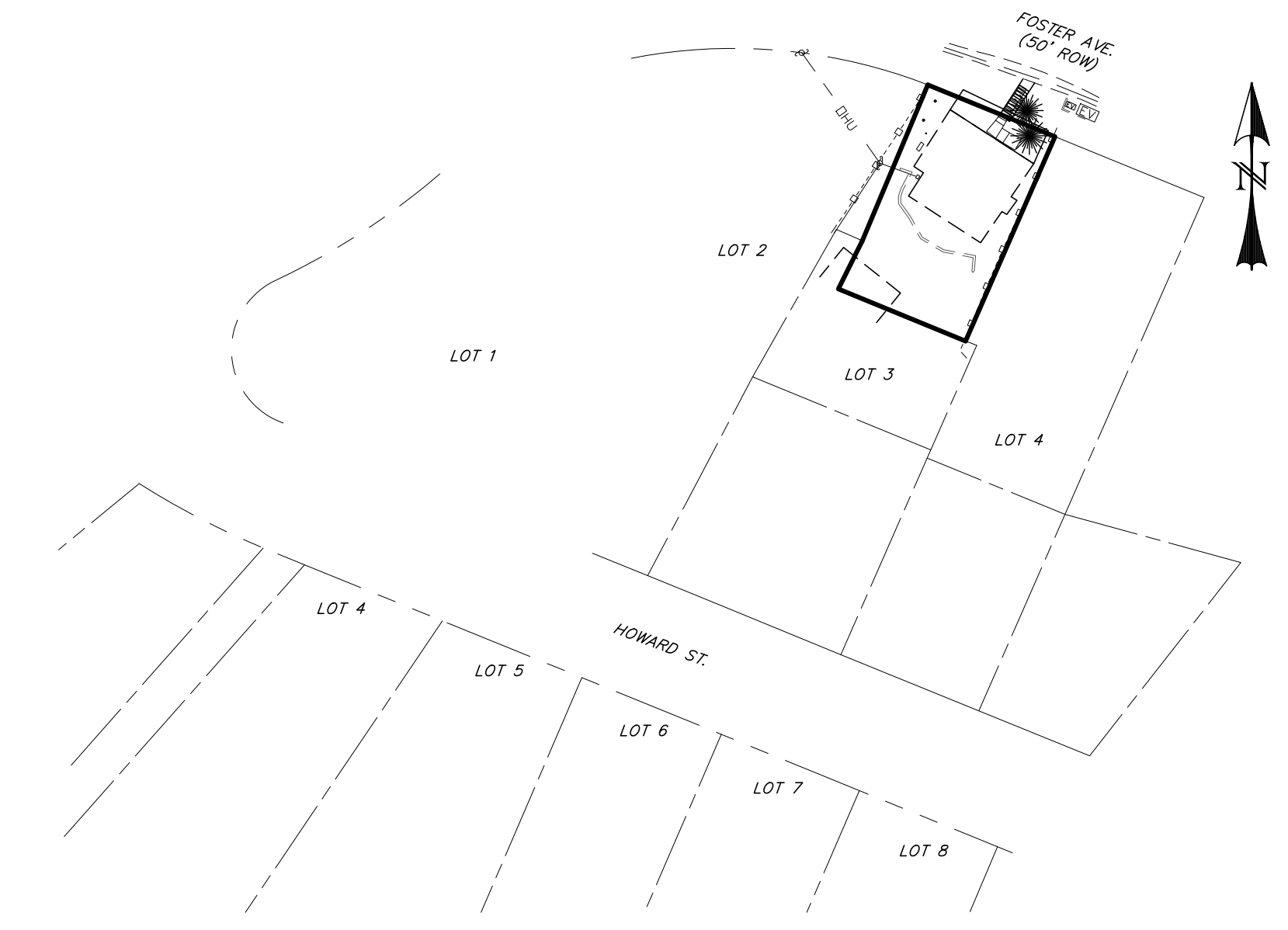
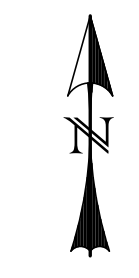
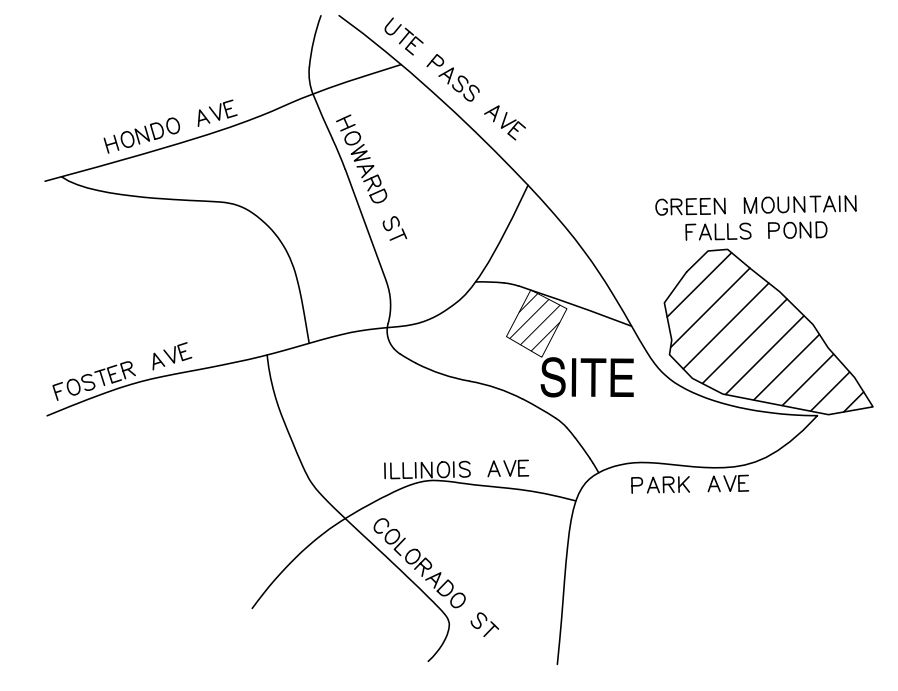
(S)

(8)



HAYS RESIDENCE GRADING & EROSION CONTROL PLAN

GREEN MOUNTAIN FALLS, EL PASO COUNTY, COLORADO



SITE MAP
SCALE: N.T.S.

PROJECT CONTACTS

ENGINEER: CATAMOUNT ENGINEERING
321 HENRIETTA AVENUE, SUITE A
WOODLAND PARK, CO 80866
DAVID MUJARES, PE
(719) 426-2124

OWNER: DON HAYS
3207 CROCKETT ST.
GRANBURY, TX 76049

TOWN: TOWN HALL OFFICE
10615 UNIT B GREEN MOUNTAIN FALLS RD.
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414

VICINITY MAP
SCALE: N.T.S.

STANDARD CONSTRUCTION NOTES:

- ALL DRAINAGE AND ROADWAY CONSTRUCTION SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE CITY OF COLORADO SPRINGS/EL PASO COUNTY DRAINAGE CRITERIA MANUAL, VOLUMES 1 AND 2, AND THE EL PASO COUNTY ENGINEERING CRITERIA MANUAL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE NOTIFICATION AND FIELD LOCATION OF ALL EXISTING UTILITIES, WHETHER SHOWN ON THE PLANS OR NOT, BEFORE BEGINNING CONSTRUCTION. LOCATION OF EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. CALL 811 TO CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC).
- CONTRACTOR SHALL KEEP A COPY OF THESE APPROVED PLANS, THE GRADING AND EROSION CONTROL PLAN, THE STORMWATER MANAGEMENT PLAN (SWMP), THE SOILS AND GEOTECHNICAL REPORT, AND THE APPROPRIATE DESIGN AND CONSTRUCTION STANDARDS AND SPECIFICATIONS AT THE JOB SITE AT ALL TIMES.
- IT IS THE DESIGN ENGINEER'S RESPONSIBILITY TO ACCURATELY SHOW EXISTING CONDITIONS, BOTH ONSITE AND OFFSITE, ON THE CONSTRUCTION PLANS. ANY MODIFICATIONS NECESSARY DUE TO CONFLICTS, OMISSIONS, OR CHANGED CONDITIONS WILL BE ENTIRELY THE DEVELOPER'S RESPONSIBILITY TO RECTIFY.
- CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH GREEN MOUNTAIN FALLS PLANNING AND INSPECTIONS, PRIOR TO STARTING CONSTRUCTION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO UNDERSTAND THE REQUIREMENTS OF ALL JURISDICTIONAL AGENCIES AND TO OBTAIN ALL REQUIRED PERMITS, INCLUDING BUT NOT LIMITED TO EL PASO COUNTY EROSION AND STORMWATER QUALITY CONTROL PERMIT (ESQCP), REGIONAL BUILDING FLOODPLAIN DEVELOPMENT PERMIT, U.S. ARMY CORPS OF ENGINEERS-ISSUED 401 AND/OR 404 PERMITS, AND COUNTY AND STATE FUGITIVE DUST PERMITS.
- CONTRACTOR SHALL NOT DEVIATE FROM THE PLANS WITHOUT FIRST OBTAINING WRITTEN APPROVAL FROM THE DESIGN ENGINEER AND PCD. CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY ERRORS OR INCONSISTENCIES.
- CONTRACTOR SHALL COORDINATE GEOTECHNICAL TESTING PER TOWN OF GREEN MOUNTAIN FALLS STANDARDS.
- ALL CONSTRUCTION TRAFFIC MUST ENTER/EXIT THE SITE AT APPROVED CONSTRUCTION ACCESS POINTS.
- CONTRACTOR SHALL OBTAIN ANY PERMITS REQUIRED BY TOWN OF GREEN MOUNTAIN FALLS, INCLUDING WORK WITHIN THE RIGHT-OF-WAY AND SPECIAL TRANSPORT PERMITS.
- THE LIMITS OF CONSTRUCTION SHALL REMAIN WITHIN THE PROPERTY LINE UNLESS OTHERWISE NOTED. THE OWNER/DEVELOPER SHALL OBTAIN WRITTEN PERMISSION AND EASEMENTS, WHERE REQUIRED, FROM ADJOINING PROPERTY OWNER(S) PRIOR TO ANY OFF-SITE DISTURBANCE, GRADING, OR CONSTRUCTION.

GRADING NOTES:

- CONSTRUCTION MAY NOT COMMENCE UNTIL A CONSTRUCTION PERMIT IS OBTAINED FROM TOWN OF GREEN MOUNTAIN FALLS PLANNING AND A PRECONSTRUCTION CONFERENCE IS HELD WITH INSPECTIONS.
- STORMWATER DISCHARGES FROM CONSTRUCTION SITES SHALL NOT CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION, OR DEGRADATION OF STATE WATERS. ALL WORK AND EARTH DISTURBANCE SHALL BE DONE IN A MANNER THAT MINIMIZES POLLUTION OF ANY ON-SITE OR OFF-SITE WATERS, INCLUDING WETLANDS.
- NOTWITHSTANDING ANYTHING DEPICTED IN THESE PLANS IN WORDS OR GRAPHIC REPRESENTATION, ALL DESIGN AND CONSTRUCTION RELATED TO ROADS, STORM DRAINAGE AND EROSION CONTROL SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF THE MOST RECENT VERSION OF THE RELEVANT ADOPTED EL PASO COUNTY STANDARDS, INCLUDING THE LAND DEVELOPMENT CODE, THE ENGINEERING CRITERIA MANUAL, THE DRAINAGE CRITERIA MANUAL, AND THE DRAINAGE CRITERIA MANUAL VOLUME 2. ANY DEVIATIONS FROM REGULATIONS AND STANDARDS MUST BE REQUESTED, AND APPROVED, IN WRITING.
- ONCE THE PERMIT HAS BEEN ISSUED, THE CONTRACTOR MAY INSTALL THE INITIAL STAGE EROSION AND SEDIMENT CONTROL BMPS AS INDICATED ON THE GEC. A PRECONSTRUCTION MEETING BETWEEN THE CONTRACTOR, ENGINEER, AND GREEN MOUNTAIN FALLS INSPECTIONS WILL BE HELD PRIOR TO ANY CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE APPLICANT TO COORDINATE THE MEETING TIME AND PLACE WITH GREEN MOUNTAIN FALLS STAFF.
- SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES, OR ANY DISTURBED LAND AREA SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER FINAL GRADING. DISTURBED AREAS AND STOCKPILES WHICH ARE NOT AT FINAL GRADE BUT WILL REMAIN DORMANT FOR LONGER THAN 30 DAYS SHALL ALSO BE MULCHED WITHIN 21 DAYS AFTER INTERIM GRADING. AN AREA THAT IS GOING TO REMAIN IN AN INTERIM STATE FOR MORE THAN 60 DAYS SHALL ALSO BE SEEDDED. ALL TEMPORARY SOIL EROSION CONTROL MEASURES AND BMPS SHALL BE MAINTAINED UNTIL PERMANENT SOIL EROSION CONTROL MEASURES ARE IMPLEMENTED AND ESTABLISHED.
- TEMPORARY SOIL EROSION CONTROL FACILITIES SHALL BE REMOVED AND EARTH DISTURBANCE AREAS GRADED AND STABILIZED WITH PERMANENT SOIL EROSION CONTROL MEASURES PURSUANT TO STANDARDS AND SPECIFICATION PRESCRIBED IN THE DCM VOLUME II AND THE ENGINEERING CRITERIA MANUAL (ECM) APPENDIX I.
- ALL PERSONS ENGAGED IN EARTH DISTURBANCE SHALL IMPLEMENT AND MAINTAIN ACCEPTABLE SOIL EROSION AND SEDIMENT CONTROL MEASURES INCLUDING BMPS IN CONFORMANCE WITH THE EROSION CONTROL TECHNICAL STANDARDS OF THE DRAINAGE CRITERIA MANUAL (DCM) VOLUME II AND IN ACCORDANCE WITH THE STORMWATER MANAGEMENT PLAN (SWMP).
- ALL TEMPORARY EROSION CONTROL FACILITIES INCLUDING BMPS AND ALL PERMANENT FACILITIES INTENDED TO CONTROL EROSION OF ANY EARTH DISTURBANCE OPERATIONS, SHALL BE INSTALLED AS DEFINED IN THE APPROVED PLANS, THE SWMP AND THE DCM VOLUME II AND MAINTAINED THROUGHOUT THE DURATION OF THE EARTH DISTURBANCE OPERATION.
- ANY EARTH DISTURBANCE SHALL BE CONDUCTED IN SUCH A MANNER SO AS TO EFFECTIVELY REDUCE ACCELERATED SOIL EROSION AND RESULTING SEDIMENTATION. ALL DISTURBANCES SHALL BE DESIGNED, CONSTRUCTED, AND COMPLETED SO THAT THE EXPOSED AREA OF ANY DISTURBED LAND SHALL BE LIMITED TO THE SHORTEST PRACTICAL PERIOD OF TIME.
- ANY TEMPORARY OR PERMANENT FACILITY DESIGNED AND CONSTRUCTED FOR THE CONVEYANCE OF STORMWATER AROUND, THROUGH, OR FROM THE EARTH DISTURBANCE AREA SHALL BE DESIGNED TO LIMIT THE DISCHARGE TO A NON-EROSIVE VELOCITY.
- CONCRETE WASH WATER SHALL BE CONTAINED AND DISPOSED OF IN ACCORDANCE WITH THE SWMP. NO WASH WATER SHALL BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
- EROSION CONTROL BLANKETING SHALL BE USED ON SLOPES STEEPER THAN 3:1.
- BUILDING, CONSTRUCTION, EXCAVATION, OR OTHER WASTE MATERIALS SHALL NOT BE TEMPORARILY PLACED OR STORED IN THE STREET, ALLEY, OR OTHER PUBLIC WAY, UNLESS IN ACCORDANCE WITH AN APPROVED TRAFFIC CONTROL PLAN. BMP'S MAY BE REQUIRED BY GREEN MOUNTAIN FALLS INSPECTIONS IF DEEMED NECESSARY, BASED ON SPECIFIC CONDITIONS AND CIRCUMSTANCES.
- VEHICLE TRACKING OF SOILS AND CONSTRUCTION DEBRIS OFF-SITE SHALL BE MINIMIZED. MATERIALS TRACKED OFFSITE SHALL BE CLEANED UP AND PROPERLY DISPOSED OF IMMEDIATELY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL WASTES FROM THE CONSTRUCTION SITE FOR DISPOSAL IN ACCORDANCE WITH LOCAL AND STATE REGULATORY REQUIREMENTS. NO CONSTRUCTION DEBRIS, TREE SLASH, BUILDING MATERIAL WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURIED, DUMPED, OR DISCHARGED AT THE SITE.
- THE OWNER, SITE DEVELOPER, CONTRACTOR, AND/OR THEIR AUTHORIZED AGENTS SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL CONSTRUCTION DEBRIS, DIRT, TRASH, ROCK, SEDIMENT, AND SAND THAT MAY ACCUMULATE IN THE STORM SEWER OR OTHER DRAINAGE CONVEYANCE SYSTEM AND STORMWATER APPURTENANCES AS A RESULT OF SITE DEVELOPMENT.
- THE QUANTITY OF MATERIALS STORED ON THE PROJECT SITE SHALL BE LIMITED, AS MUCH AS PRACTICAL, TO THAT QUANTITY REQUIRED TO PERFORM THE WORK IN AN ORDERLY SEQUENCE. ALL MATERIALS STORED ON-SITE SHALL BE STORED IN A NEAT, ORDERLY MANNER, IN THEIR ORIGINAL CONTAINERS, WITH ORIGINAL MANUFACTURER'S LABELS.
- NO CHEMICALS ARE TO BE USED BY THE CONTRACTOR, WHICH HAVE THE POTENTIAL TO BE RELEASED IN STORMWATER UNLESS PERMISSION FOR THE USE OF A SPECIFIC CHEMICAL IS GRANTED IN WRITING BY THE TOWN ADMINISTRATOR. IN GRANTING THE USE OF SUCH CHEMICALS, SPECIAL CONDITIONS AND MONITORING MAY BE REQUIRED.
- BULK STORAGE STRUCTURES FOR PETROLEUM PRODUCTS AND OTHER CHEMICALS SHALL HAVE ADEQUATE PROTECTION SO AS TO CONTAIN ALL SPILLS AND PREVENT ANY SPILLED MATERIAL FROM ENTERING STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OR FACILITIES.
- NO PERSON SHALL CAUSE THE IMPEDIMENT OF STORMWATER FLOW IN THE FLOW LINE OF THE CURB AND GUTTER OR IN THE DITCHLINE.
- INDIVIDUALS SHALL COMPLY WITH THE COLORADO WATER QUALITY CONTROL ACT (TITLE 25, ARTICLE 8, CRS), AND THE CLEAN WATER ACT (33 USC 1344), IN ADDITION TO THE REQUIREMENTS INCLUDED IN THE DCM VOLUME II AND THE ECM APPENDIX I. ALL APPROPRIATE PERMITS MUST BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION (NPDES, FLOODPLAIN, 404, FUGITIVE DUST, ETC.). IN THE EVENT OF CONFLICTS BETWEEN THESE REQUIREMENTS AND LAWS, RULES, OR REGULATIONS OF OTHER FEDERAL, STATE, OR COUNTY AGENCIES, THE MORE RESTRICTIVE LAWS, RULES, OR REGULATIONS SHALL APPLY.
- ALL CONSTRUCTION TRAFFIC MUST ENTER/EXIT THE SITE AT APPROVED CONSTRUCTION ACCESS POINTS.
- PRIOR TO ACTUAL CONSTRUCTION THE PERMITTEE SHALL VERIFY THE LOCATION OF EXISTING UTILITIES.
- A WATER SOURCE SHALL BE AVAILABLE ON SITE DURING EARTHWORK OPERATIONS AND UTILIZED AS REQUIRED TO MINIMIZE DUST FROM EARTHWORK EQUIPMENT AND WIND.
- THE SOILS REPORT FOR THIS SITE IS PENDING ACCESS CONSTRUCTION AND SHALL BE CONSIDERED A PART OF THESE PLANS.
- NO CUT AND FILL SLOPES EXCEEDING 3:1 ARE DEPICTED ON THE PLANSET. USE OF SLOPES EXCEEDING 3:1 ARE TO BE APPROVED BY PROJECT GEOTECHNICAL ENGINEER PRIOR TO BEGINNING OF CONSTRUCTION. ADDITIONAL SLOPE PROTECTIONS INDICATED IN THE PROJECT GEOTECHNICAL REPORT SHALL BE IMPLEMENTED BY THE CONTRACTOR.
- RECEIVING WATERCOURSE : FOUNTAIN CREEK
- HYDROLOGIC SOILS GROUP (HSG) : B' TECOLOTE VERY GRAVELLY SANDY LOAM

PROJECT ADDRESS:

10565 FOSTER AVENUE
GREEN MOUNTAIN FALLS, CO

BENCHMARK:

PROJECT BENCHMARK: ALL ELEVATIONS ARE BASED ON NAVD88 VERTICAL DATUM

LEGAL DESCRIPTION:

NORTHWESTERLY 46' OF NORTHEASTERLY 75' OF LOT 3, BLOCK 11, ADDITION NUMBER ONE GREEN MOUNTAIN FALLS

IMPERVIOUS AREA:

LOT SIZE = 3,450 SF
DISTURBED AREA = 746 SF
PROPOSED DECK FOOTPRINT = 323 SF
EXISTING PERCENT IMPERVIOUS = 32.7% IMPERVIOUS
PROPOSED PERCENT IMPERVIOUS = 39.1% IMPERVIOUS

SURVEY NOTE:

TOPOGRAPHIC AND BOUNDARY INFORMATION TAKEN FROM "TOPOGRAPHIC MAP/SITE PLAN NORTHWESTERLY 46' OF NORTHEASTERLY 75' OF LOT 3, BLK 11, ADDITION NUMBER ONE GREEN MOUNTAIN FALLS, EL PASO COUNTY, COLORADO", PREPARED BY RAMPART SURVEYS, LLC.

ALL LINEAL UNITS DEPICTED ON THIS TOPOGRAPHIC MAP ARE U.S. SURVEY FEET.

THE PROPERTY LINES AS DEPICTED ON THIS TOPOGRAPHIC MAP ARE TO BE CONSIDERED AS APPROXIMATE ONLY. NO BOUNDARY SURVEY OR LAND SURVEY PLAT WAS COMPLETED AS PART OF THIS SERVICE.

ENGINEER'S STATEMENT

THE EROSION AND STORMWATER QUALITY CONTROL/GRADING PLAN WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IF SUCH WORK IS PERFORMED IN ACCORDANCE WITH THE GRADING AND EROSION CONTROL PLAN, THE WORK WILL NOT BECOME A HAZARD TO LIFE AND LIMB, ENDANGER PROPERTY, OR ADVERSELY AFFECT THE SAFETY, USE, OR STABILITY OF A PUBLIC WAY, DRAINAGE CHANNEL, OR OTHER PROPERTY.



DAVID MUJARES, COLORADO P.E. NO. 40510
FOR AND ON BEHALF OF CATAMOUNT ENGINEERING

04/16/24

DATE

DEVELOPER'S/OWNER'S STATEMENT

THE OWNER WILL COMPLY WITH THE REQUIREMENTS OF THE EROSION AND STORMWATER QUALITY CONTROL PLAN INCLUDING TEMPORARY BMP INSPECTION REQUIREMENTS AND FINAL STABILIZATION REQUIREMENTS. I ACKNOWLEDGE THE RESPONSIBILITY TO DETERMINE WHETHER THE CONSTRUCTION ACTIVITIES ON THESE PLANS REQUIRE COLORADO DISCHARGE PERMIT SYSTEM (CDPS) PERMITTING FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.

DEVELOPER/OWNER SIGNATURE _____ DATE _____

NAME OF DEVELOPER/OWNER: _____

DBA: _____ PHONE: _____

TITLE: _____ EMAIL: _____

NAME: _____ FAX: _____

ADDRESS: _____

GREEN MOUNTAIN FALLS APPROVAL:

SHEET INDEX:

COVER SHEET	1 OF 3
GRADING AND EROSION CONTROL PLAN	2 OF 3
EROSION CONTROL DETAILS	3 OF 3

REV.	DESCRIPTION	DATE



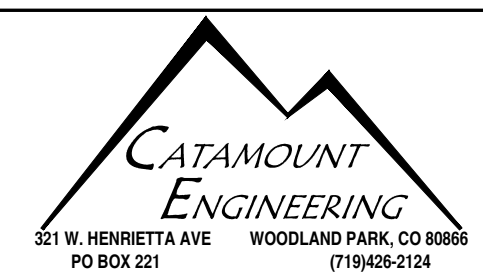
BENCHMARK

SURVEY CONTROL POINT AS SHOWN HEREON.
ALL ELEVATIONS ARE BASED UPON NAVD88 VERTICAL DATUM.

PREPARED FOR:

DON HAYS

3207 CROCKETT ST.
GRANBURY, TX 76049



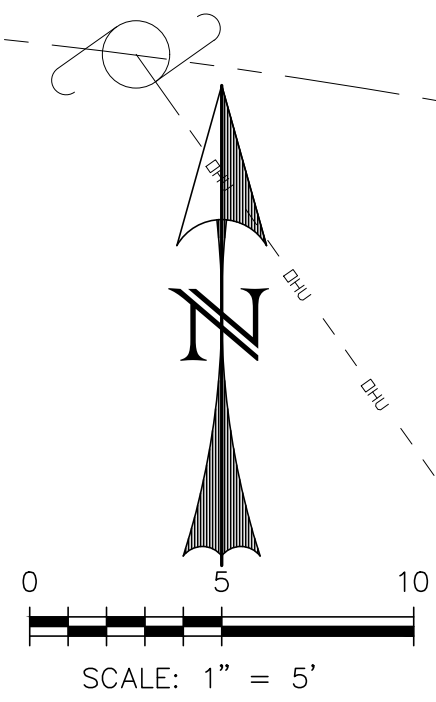
HAYS RESIDENCE DECK

GRADING & EROSION CONTROL PLAN

DESIGNED BY:	DLM	DRAWN BY:	DBM
SCALE:	N/A	DATE:	04/16/24
JOB NUMBER	21-324	SHEET	1 OF 3

C:\Users\DonMujares\Documents\Projects\2024\21-324_Hays Residence Deck\21-324_Hays Residence Deck_Grading and Erosion Control Plan.dwg - 10:15:00 AM - Tuesday, April 16, 2024 10:15:00 AM - 10:15:00 AM

C:\Users\DonMujares\Documents\Projects\2024\21-324_Hays Residence Deck\21-324_Hays Residence Deck_Grading and Erosion Control Plan.dwg - 10:15:00 AM - Tuesday, April 16, 2024 10:15:00 AM - 10:15:00 AM



LEGEND

- EXISTING (E)
- PROPOSED (P)
- FUTURE (F)
- CURB AND GUTTER C&G
- EASEMENT ESMT
- BOUNDARY
- RIGHT-OF-WAY
- LOT LINE
- EASEMENT
- SETBACK
- (E) CONTOUR, INDEX 6860
- (E) CONTOUR
- (E) STORM SEWER, INLET, MH
- (E) LANDSCAPE PLANT
- (P) CONTOUR, INDEX 6860
- (P) CONTOUR
- (P) STORM SEWER, INLET, MH
- CURB TYPE CALL-OUT TYPE
- SILT FENCE SF
- CONCRETE WASHOUT CW
- SEDIMENT CONTROL LOG SCL
- (P) SWALE
- ROLLED EROSION CONTROL PRODUCT RECP
- LIMITS OF DISTURBANCE/GRADING
- ROCK SOCKS RS
- (E) OVERLAND FLOW DIRECTION

NOTE:

- THE LOCATION OF SOIL STOCKPILE(S), STAGING AREA, AND TEMPORARY DISPOSAL AREA SHALL BE DETERMINED BY THE CONTRACTOR. APPROPRIATE EROSION CONTROL BMP MEASURES SHALL BE FOLLOWED FOR EACH.



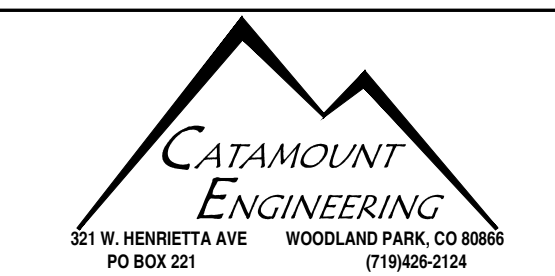
REV.	DESCRIPTION	DATE



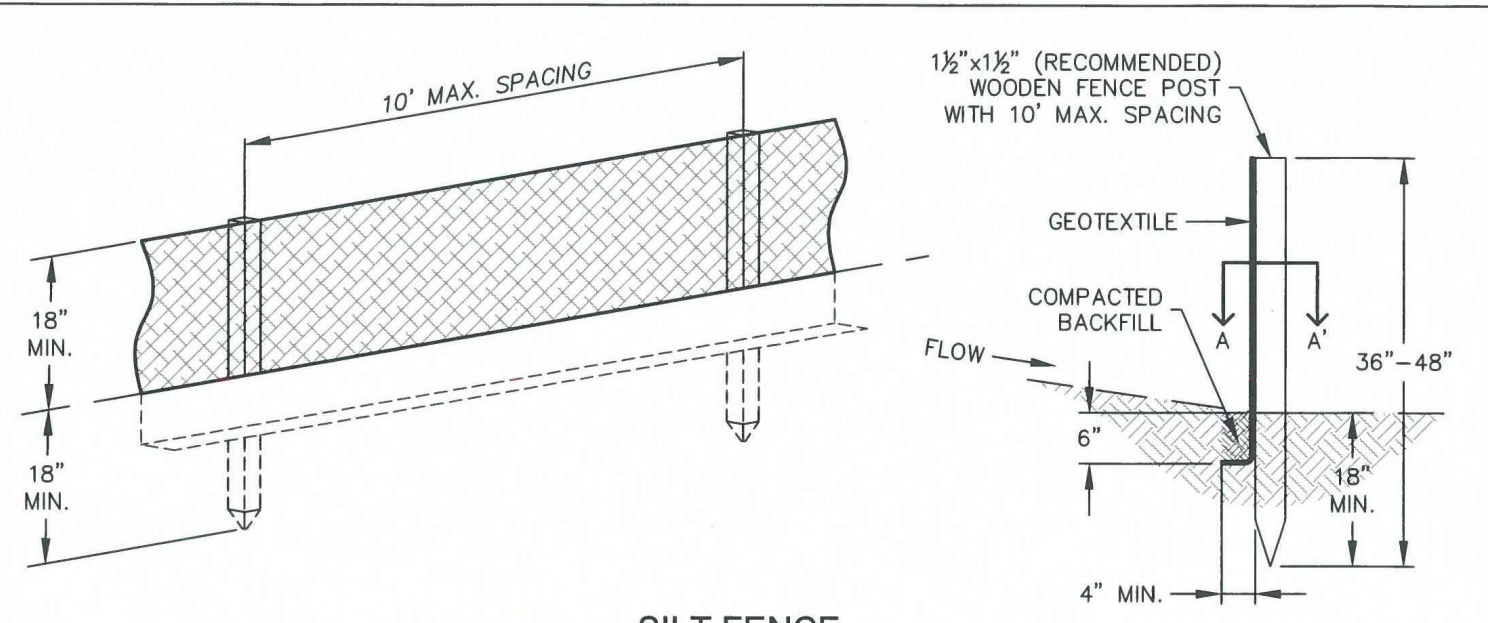
PREPARED FOR:
DON HAYS
3207 CROCKETT ST.
GRANBURY, TX 76049



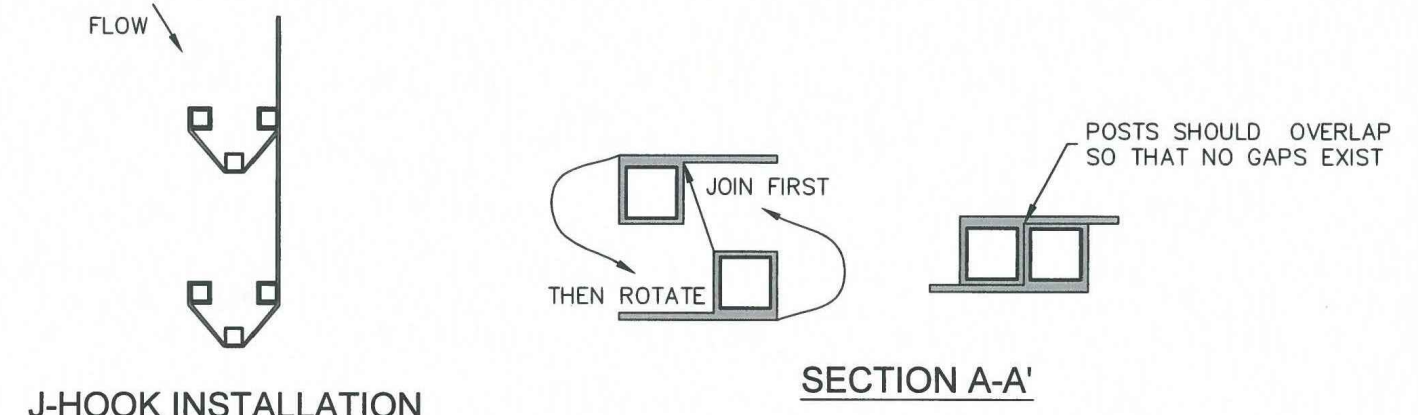
PREPARED BY: DAVID L. MISSETT FOR AND BEHALF OF CATAMOUNT ENGINEERING.
DATE: 04/16/24



HAYS RESIDENCE DECK		DESIGNED BY: DLM	DRAWN BY: DBM
SITE GRADING PLAN		SCALE: 1"=5'	DATE: 04/16/24
		JOB NUMBER: 19-195	SHEET: 2 OF 3



SILT FENCE



J-HOOK INSTALLATION

SECTION A-A'

- INSTALLATION NOTES**
- SILT FENCE MUST BE PLACED ON A FLAT SURFACE 2'-5' AWAY FROM TOE OF THE SLOPE TO ALLOW FOR PONDING AND DEPOSITION.
 - COMPACT THE TRENCH USING A JUMPING JACK OR WHEEL ROLLING TO THE POINT THAT THE FENCE RESISTS BEING PULLED OUT OF THE GROUND BY HAND.
 - SILT FENCE SHALL BE TAUT WITH NO SAGS AFTER IT HAS BEEN ANCHORED.
 - FABRIC SHALL BE ATTACHED TO POSTS WITH 1" HEAVY DUTY STAPLES OR 1" NAILS. THESE SHOULD BE PLACED VERTICALLY DOWN THE POST, 3" APART. THE PREFERRED INSTALLATION METHOD USES A TRENCHER OR SILT FENCE INSTALLATION DEVICE.
 - INSTALL SILT FENCE ALONG THE CONTOUR OF THE SLOPES OR IN A MANNER TO AVOID CREATING CONCENTRATED FLOW (SUCH AS A "J-HOOK" INSTALLATION).

- MAINTENANCE NOTES**
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - ACCUMULATED SEDIMENT MUST BE REMOVED WHEN THE HEIGHT REACHES 1/2 OF THE DESIGN HEIGHT OF THE SILT FENCE.
 - SILT FENCE MUST REMAIN UNTIL THE UPSTREAM DISTURBANCE AREA IS STABILIZED.
 - PERMANENTLY STABILIZE AREA AFTER SILT FENCE IS REMOVED.

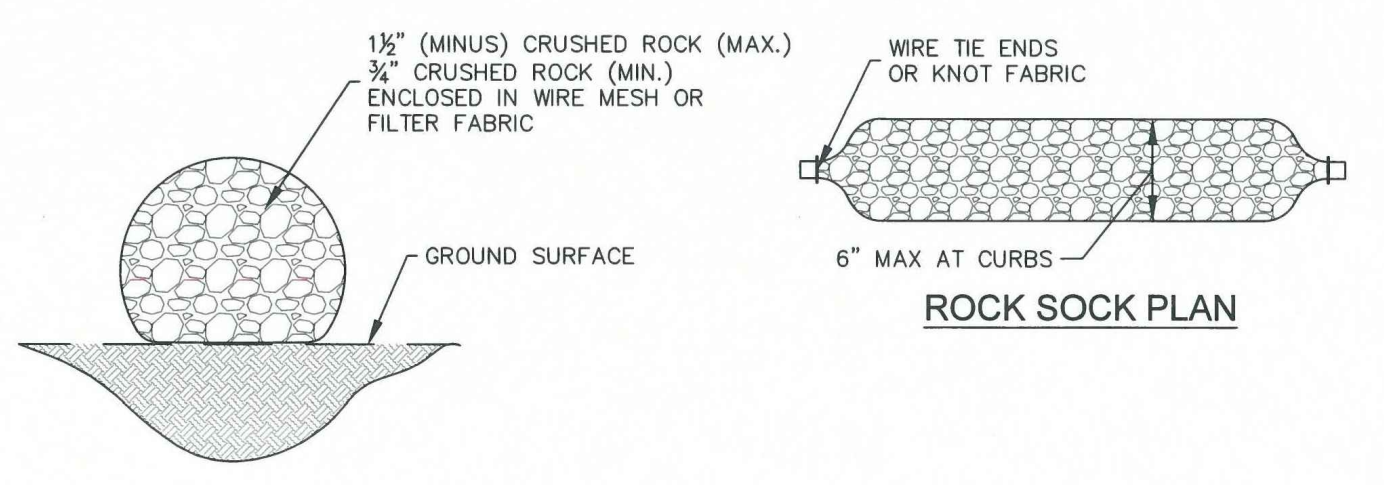
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STORMWATER ENTERPRISE

SILT FENCE

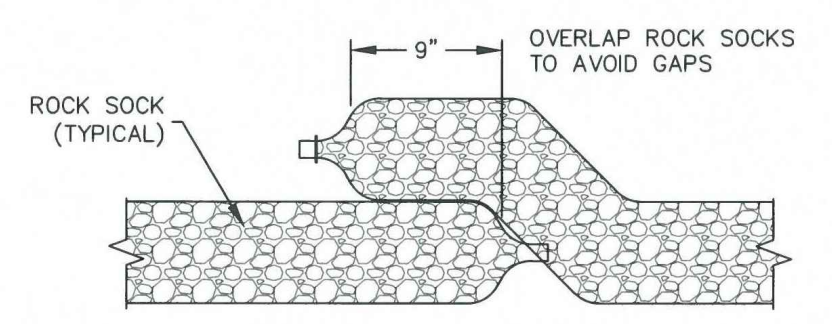
APPROVED: *[Signature]*

ISSUED: 10/7/19 REVISED: 8/19/2020 DRAWING NO. 900-SF



ROCK SOCK SECTION

ROCK SOCK PLAN



ROCK SOCK OVERLAP

GRADATION TABLE

MASS PERCENT PASSING SQUARE MESH SIEVES	
No. 4	
2"	100
1 1/2"	90-100
1"	20-55
3/4"	0-15
3/8"	0-5

MATCHES SPECIFICATIONS FOR No. 4 COARSE AGGREGATE FOR CONCRETE PER AASHTO M-43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES

- INSTALLATION NOTES**
- CRUSHED ROCK SHALL BE BETWEEN MAX. 1 1/2" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET AND MIN. 3/4" CRUSHED ROCK.
 - WIRE MESH SHALL HAVE OPENINGS SMALLER THAN THE SMALLEST SIZE ROCK.
 - WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.

- MAINTENANCE NOTES**
- FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN CONTROL MEASURES IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
 - ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED OR DAMAGED BEYOND REPAIR.
 - ACCUMULATED SEDIMENT SHALL BE REMOVED WHEN THE DEPTH REACHES 1/2 OF THE HEIGHT OF THE ROCK SOCK.
 - ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL DISTURBED AREA IS STABILIZED.
 - PERMANENTLY STABILIZE AREA AFTER ROCK SOCKS HAVE BEEN REMOVED.

RS

STORMWATER ENTERPRISE

ROCK SOCK

APPROVED: *[Signature]*

ISSUED: 10/7/19 REVISED: 8/19/2020 DRAWING NO. 900-RS

REV.	DESCRIPTION	DATE
1	ADDRESS AGENCY COMMENTS	12/19/23
2	ADDRESS AGENCY COMMENTS	01/23/24

811 Know what's below.
Call 72 hours before you dig.
For more details visit: www.call811.com

PREPARED FOR:
DON HAYS
3207 CROCKETT ST.
GRANBURY, TX 76049

PREPARED UNDER MY DIRECT SUPERVISION AND BEHALF OF CATAMOUNT ENGINEERING.

[Signature]
DAVID L. MIJARES, CONSULTING PROFESSIONAL ENGINEER
40510

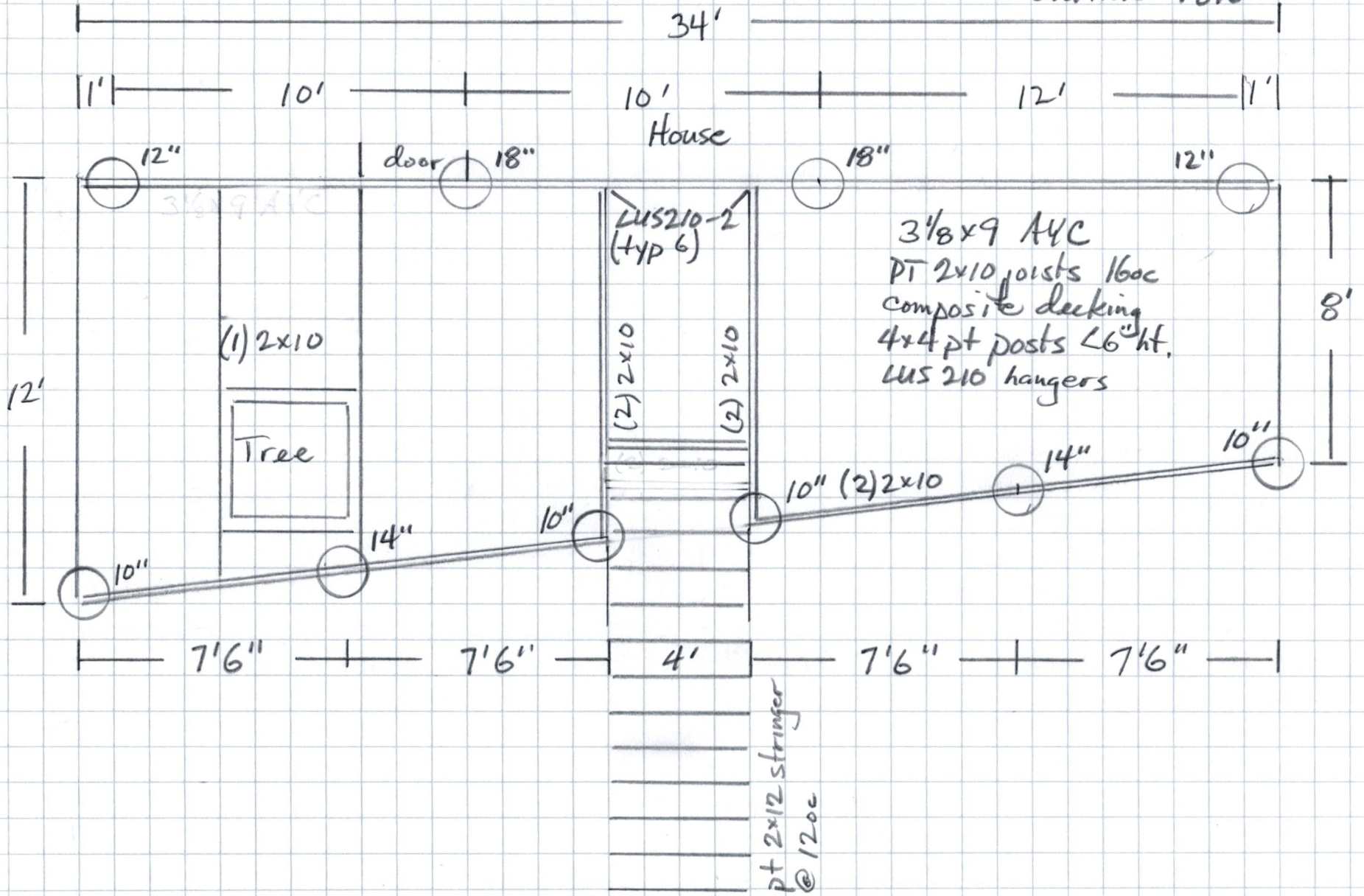
04/16/24
DATE

CATAMOUNT ENGINEERING
321 W. HENRIETTA AVE WOODLAND PARK, CO 80865
PO BOX 221 (719)428-2124

HAYS RESIDENCE DECK
GRADING & EROSION CONTROL
DETAIL SHEET

DRAWN BY:	MGP
SCALE:	N/A
DATE:	4/16/24
JOB NUMBER	21-324
SHEET	3 OF 3

10565 Foster Avenue
12x34' Free standing deck
Elevation 7810'



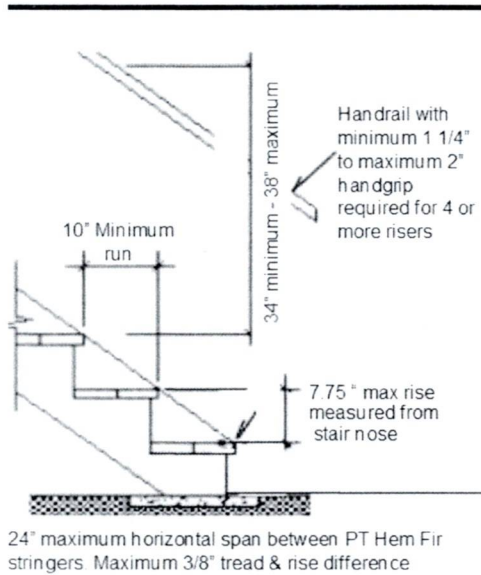
DECK ATTACHMENT SHEET

This document is to remain with your plans at all times

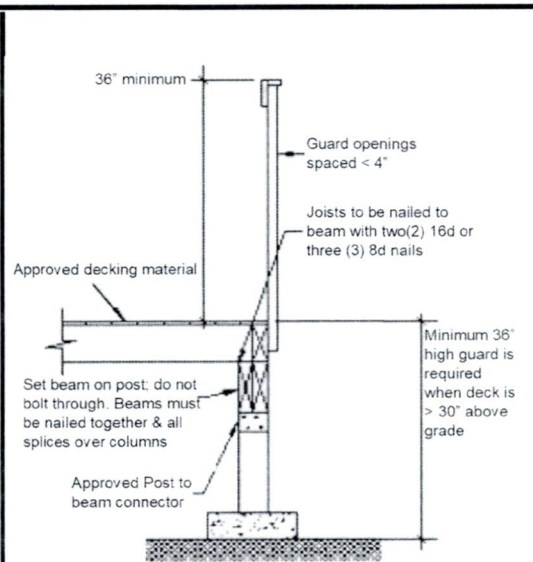
PROJECT ADDRESS: 10565 foster avenue

- | YES | NO | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DECK DESIGN INCLUDES A SOLID COVER OR PERGOLA STYLE COVER |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | ELECTRICAL SERVICE AND METER LOCATION MAY BE AFFECTED BY DECK, RECOMMEND DISCUSSION WITH ELECTRICAL DEPARTMENT IF YES. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DECK SUPPORTS HOT TUB OR SPA LOADING |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | DECK IS SUPPORTED BY CANTILEVER AT HOUSE EXISTING INVERTED HANGER INSTALLATION WAS VERIFIED OR ENGINEERING WAS PROVIDED |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | WALKING SURFACE LESS THAN 18" ABOVE GRADE |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | WALKING SURFACE 8'0" OR MORE ABOVE GRADE |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | DECK IS FREESTANDING AND NOT ATTACHED TO A STRUCTURE (DETACHED) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | PROPOSED EXCAVATION OR VERTICAL PENETRATION GREATER THAN 3'-0" IN DEPTH |

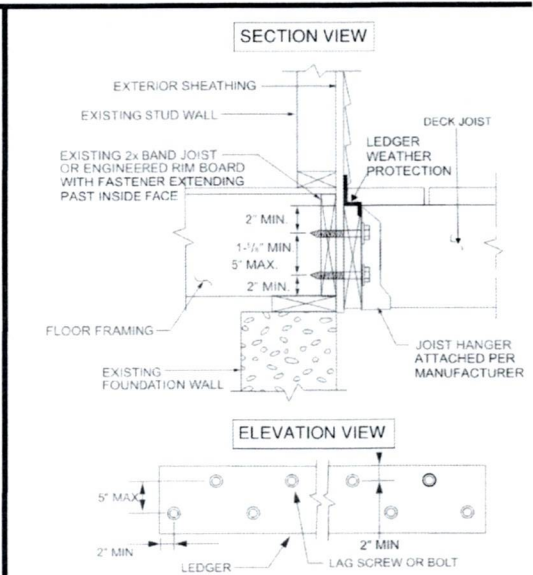
USE LISTED JOIST HANGERS TO MATCH JOIST SIZE AND PROVIDE LISTED HARDWARE AT POST CAP AND BASE. INSTALL ALL LISTED PRODUCTS PER THE MANUFACTURER'S RECOMMENDATIONS (USP/SIMPSON/ETC..)



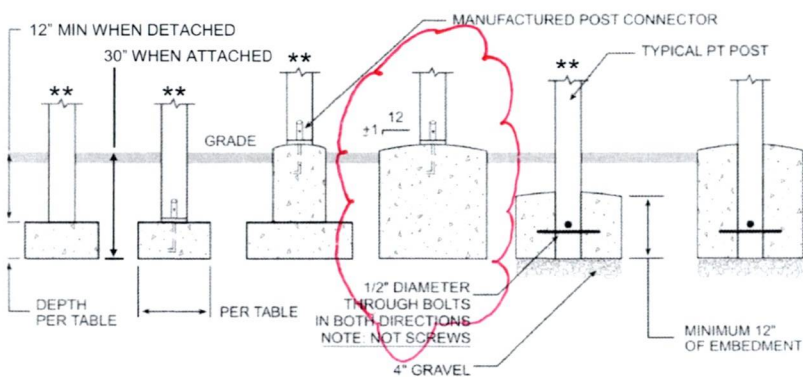
STAIR DETAILS



GUARD DETAILS

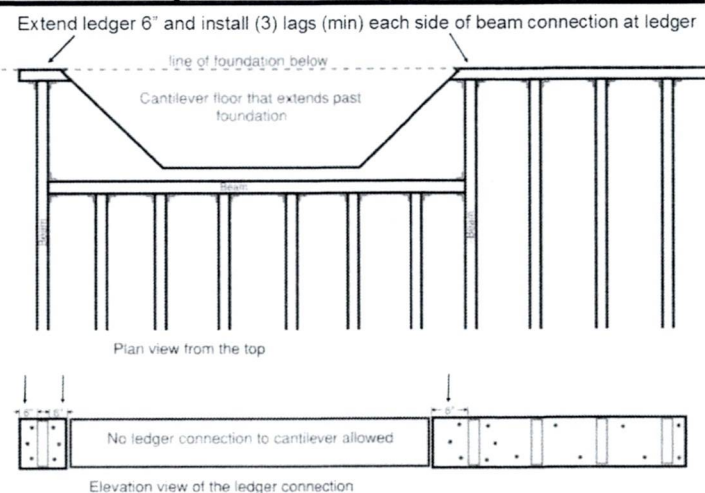


LEDGER DETAILS



**Indicates footing types that require 2 inspections

FOOTING DETAILS (posts must be centered)



CANTILEVER DETAILS

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated this 12th day of DECEMBER 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 ("Grantor") and the owners of 10565 Foster Avenue, Green Mountain Falls, Colorado 80819, whose mailing address of record, according to the El Paso County Assessor, is 3207 Crockett St., Granbury, TX 76049 ("Grantees"). The owners of record are Donald Ellis Hays and Catherine Ann Hays. Both the Town and the Grantees hereinafter are individually referred to as "Party" and collectively referred to as "Parties."

WHEREAS, Grantor is the owner of the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, Grantor desires to grant a non-exclusive easement on a portion of the Property to Grantee as further depicted in **Exhibit B** (the "Easement Area") for the aforesaid purposes, subject to the terms and provisions hereof.

NOW THEREFORE, for the consideration of Ten Dollars (\$10.00) paid to Grantor by Grantee, and for the additional consideration of the performance by the Parties of the terms and conditions hereof, the receipt and adequacy of which is hereby acknowledged, Grantor and Grantee mutually agree as follows:

1. Grant of Easement. Grantor does hereby grant and convey to Grantee, its successors, assigns, lessees, licensees and agents, a non-exclusive perpetual easement upon, over, under, across and through the Easement Area for the purpose of construction, installation, and maintenance of a private stairway and deck in conformance with the plans and specifications in Exhibit C.

2. Covenants of Grantee. Grantee hereby represents, covenants, and warrants in favor of Grantor and its successors and assigns as follows:

A. Grantee shall protect the Property from damage caused in whole or in part by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents. Grantee shall clean, cure, and correct any such damage to any elements of the Property.

B. Grantee or its employees, agents, contractors, subcontractors, successors, assigns, lessees, or licensees shall conduct and construct all work in a good and industry-standard manner.

C. In the event that the construction of any utilities, roadways, or other improvements upon, over, under or across the Easement Area or the violation of any of the warranties made by Grantee herein necessitates the relocation and/or encasement of the Easement Area, then Grantee shall, at its sole cost and expense, timely perform or cause the performance of such relocation and/or encasement of Grantee's improvements in the Easement Area subject to Grantor's specifications. In the event Grantee does not

relocate and/or encase Grantee's improvements in the Easement Area within ninety (90) days after notice thereof from Grantor, then Grantor may do so, at Grantee's expense.

3. Retained Rights of Grantor. Grantor reserves the right of ownership, use and occupancy of the Property.

4. Indemnification of Grantor by Grantee. Grantee agrees to indemnify and hold harmless Grantor and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Grantee, any subcontractor of Grantee, or any officer, employee, representative, or agent of Grantee, or which arise out of a worker's compensation claim of any employee of Grantee or of any employee of any subcontractor of Grantee.

5. Miscellaneous.

A. Binding Effect - Runs with Land. This Agreement shall extend to and be binding upon the successors and assigns of the respective Parties hereto. The rights and responsibilities set forth in this Agreement are intended to be covenants upon the Property and are to run with the land.

B. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado, and exclusive venue for any action relating to this Agreement shall be with the District Court of El Paso County, Colorado.

C. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto relating to the Easement and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified, except by a writing executed by both Parties.

D. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver, unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

E. Assignment. Grantor may assign or license all or a portion of its rights hereunder to another political subdivision of the State of Colorado, provided any assignee shall be bound by all terms and conditions set forth herein.

F. Severability. The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement or the application thereof to any person, entity or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement and each and every provision thereof, are declared to be severable.

G. Counterpart Execution. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

H. No Third Party Beneficiary. The Parties enter into this Agreement for the sole benefit of the Parties, to the exclusion of any third-party, and no third-party beneficiary is intended or created by the execution of this Agreement.

I. Recording. This Agreement shall be recorded in the official records of the El Paso County Clerk and Recorder upon full execution.

IN WITNESS WHEREOF, the Parties hereto have executed this Easement by their respective duly authorized officers as of the date and year first above set forth.

EXHIBIT A

The Property

*Green Mountain Falls
Home*

From: Douglas Bowles <dougb328@cox.net>
Sent: Saturday, May 25, 2024 1:08 PM
To: Town Clerk <clerk@gmfco.us>
Subject: Variance Application for 10565 Foster Avenue

May 25, 2024

Green Mountain Falls Town Hall
10615 Green Mountain Falls Road
Green Mountain Falls, CO 80819

Attn : Town Clerk clerk@gmfco.us

Ref : Variance Application for 10565 Foster Avenue

This to advise that we, the owners of 6885 Howard Street, **do not approve** of the referenced Application.

A survey of our property, a copy of which is on file with the Town, will show that approximately 10 to 12 feet of the westside of building improvements and the septic system are actually on our property. The chainlink fence which extends down the east side of 6885 Howard is not the property line.

See : <https://property.spatalest.com/co/elpaso/#/property/8308409017>
<https://property.spatalest.com/co/elpaso/#/property/8308409011>

We are summer residents and will be returning to 6885 Howard on June 17, 2024.

We may be contacted at 719-684-2210 or 316-682-2446

Douglas Bowles

Linda Bowles

EL PASO COUNTY - COLORADO8308409017
6885 HOWARD STTotal Market Value
\$377,645**OVERVIEW**

Owner:	BOWLES DOUG, BOWLES LINDA
Mailing Address:	6818 E 25TH CT N WICHITA KS, 67226-1634
Location:	6885 HOWARD ST
Tax Status:	Taxable
Zoning:	-
Plat No:	R00302
Legal Description:	PART OF LOT 1 AS FOLS, BEG AT MOST NLY COR OF LOT 1, TH SLY ON ELY LN THEREOF TO MOST SLY COR OF SD LOT, NWLY ON SLY LN OF SD LOT 67 FT, ANG R 127< NELY 45 FT, TH NLY IN STRAIGHT LN TO POB, LOT 2 EX PART AS FOLS, BEG AT SE COR OF SD LOT, RUN NELY ALG LOT LN 132 FT, TH WLY 9.5 FT PARA TO SLY LN OF SD LOT, RUN SWLY TO A PT ON S LOT LN THAT IS 20 FT WLY FROM SE COR OF LOT, TH SELY 20 FT TO POB BLK 11 GREEN MOUNTAIN FALLS ADD 1

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$51,600	\$3,460
Improvement	\$326,045	\$21,850
Total	\$377,645	\$25,310

RANCH 1 STORY (1)Market Value **\$326,045**

Assessment Rate	6.700	Above Grade Area	884
Bldg #	1	First Floor Area	884
Style Description	Ranch 1 Story	Above First Floor Area	0
Property Description	Single Family Residential	Lower Level Living Area	0
Year Built	1938	Total Basement Area	-
Dwelling Units	1	Finished Basement Area	
Number of Rooms	4	Garage Description	-
Number of Bedrooms	2	Garage Area	-
Number of Baths	1.00	Carport Area	240

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	SINGLE FAMILY RESIDENTIAL	6.700	14967 SQFT	\$51,600

SALES HISTORY

Sale Date	Sale Price	Sale Type	Reception
02/06/1996	\$0	-	-
02/06/1996	\$0	-	-
02/06/1996	\$0	-	-
03/23/1988	\$0	-	-
11/02/1987	\$0	-	-
06/24/1987	\$0	-	-
01/20/1987	\$0	-	-
09/04/1985	\$0	Cannot Verify; no TD1000	-

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **HBG** Levy Year: **2023** Mill Levy: **91.421**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.862	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE SHARE	0.165	-	(719)520-6498
TOWN OF GREEN MOUNTAIN FALLS	17.588	BO AYAD	(719)684-9414
EPC-GREEN MTN FALLS ROAD & BRIDGE SHARE	0.165	-	(719)520-6498
MANITOU SPRINGS SCHOOL DISTRICT #14	49.208	SUZI THOMPSON	(719)685-2011
PIKES PEAK LIBRARY DISTRICT	3.061	RANDALL A GREEN	(719)531-6333
GREEN MTN FALLS/CHIPITA PARK FIRE DISTRICT	14.372	WALKER SCHOOLER DISTRICT MANAGERS	(719)447-1777



Disclaimer

We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

EL PASO COUNTY - COLORADO8308409011
10565 FOSTER AVETotal Market Value
\$325,863**OVERVIEW**

Owner:	HAYS DONALD E
Mailing Address:	3207 CROCKETT ST GRANBURY TX, 76049
Location:	10565 FOSTER AVE
Tax Status:	Taxable
Zoning:	-
Plat No:	R00302
Legal Description:	NWLY 46 FT OF NELY 75 FT OF LOT 3 BLK 11 GREEN MOUNTAIN FALLS ADD 1

MARKET & ASSESSMENT DETAILS

	Market Value	Assessed Value
Land	\$36,900	\$2,470
Improvement	\$288,963	\$19,360
Total	\$325,863	\$21,830

RANCH 1 STORY (1)

Market Value \$288,963

Assessment Rate	6.700	Above Grade Area	1,040
Bldg #	1	First Floor Area	1,040
Style Description	Ranch 1 Story	Above First Floor Area	0
Property Description	Single Family Residential	Lower Level Living Area	0
Year Built	1920	Total Basement Area	-
Dwelling Units	1	Finished Basement Area	
Number of Rooms	4	Garage Description	-
Number of Bedrooms	2	Garage Area	-
Number of Baths	1.00	Carport Area	-

LAND DETAILS

Sequence Number	Land Use	Assessment Rate	Area	Market Value
1	SINGLE FAMILY RESIDENTIAL	6.700	3450 SQFT	\$34,400
2	WELL AND SEPTIC CONVERSION VALUE	6.700	0 SQFT	\$2,500

SALES HISTORY

	Sale Date	Sale Price	Sale Type	Reception
+	05/14/2020	\$261,000	Arms-Length Sale	220066040
+	04/11/2019	\$223,000	Arms-Length Sale	219037346
+	05/16/2018	\$105,000	-	218055572
+	05/16/2018	\$84,000	Partial interest conveyed	218055571
+	05/16/2018	\$0	-	218055567
+	04/16/2018	\$0	-	218042339
+	04/16/2018	\$0	-	218042338
+	04/16/2018	\$0	-	218042337
+	04/16/2018	\$0	-	218042336
+	10/23/2000	\$0	Partial interest conveyed	200128576
	06/11/1984	\$0	-	-

TAX ENTITY AND LEVY INFORMATION

County Treasurer Tax Information

Tax Area Code: **HBG** Levy Year: **2023** Mill Levy: **91.421**

Taxing Entity	Levy	Contact Name/Organization	Contact Phone
EL PASO COUNTY	6.862	FINANCIAL SERVICES	(719)520-6400
EPC ROAD & BRIDGE SHARE	0.165	-	(719)520-6498
TOWN OF GREEN MOUNTAIN FALLS	17.588	BO AYAD	(719)684-9414
EPC-GREEN MTN FALLS ROAD & BRIDGE SHARE	0.165	-	(719)520-6498
MANITOU SPRINGS SCHOOL DISTRICT #14	49.208	SUZI THOMPSON	(719)685-2011
PIKES PEAK LIBRARY DISTRICT	3.061	RANDALL A GREEN	(719)531-6333
GREEN MTN FALLS/CHIPITA PARK FIRE DISTRICT	14.372	WALKER SCHOOLER DISTRICT MANAGERS	(719)447-1777



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We have made a good-faith effort to provide you with the most recent and most accurate information available. However, if you need to use this information in any legal or official venue, you will need to obtain official copies from the Assessor's Office. Do be aware that this data is subject to change on a daily basis. If you believe that any of this information is incorrect, please call us at (719) 520-6600.

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social Athletic Philanthropic Institution
 Fraternal Chartered Branch, Lodge or Chapter Political Candidate
 Patriotic National Organization or Society Municipality Owned Arts Facilities
 Political Religious Institution

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Green Box Arts Project

981172005

Mailing Address of Organization or Political Candidate

PO Box 1

City	State	ZIP Code
Green Mountain Falls	CO	80819

Address of Place to Have Special Event

10734 Ute Pass Avenue

City	State	ZIP Code
Green Mountain Falls	CO	80819

Authorized Representative of Qualifying Organization or Political Candidate

Scott Levy

Date of Birth (MM/DD/YY)

08/17/75

Phone Number

347-526-6627

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

Same as above

City	State	ZIP Code

Event Manager

Scott Levy			
Date of Birth (MM/DD/YY)		Phone Number	
8/17/75		347-526-6627	
Event Manager Home Address			
7050 Nighthawk Place			
City		State	ZIP Code
Colorado Springs		CO	80919
Email Address of Event Manager			
s.levy@greenboxarts.org			

1. Is the place to have the Special Event located on State-owned property?
 Yes No
 2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?
 No Yes, How many days?
 3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes, License Number
 4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?
 Yes No
-

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date		Date	
7/12/24			

From:	To:	From:	To:
8pm	10pm		

Date		Date	

From:	To:	From:	To:

Date		Date	

From:	To:	From:	To:

Date		Date	

From:	To:	From:	To:

Date		Date	

From:	To:	From:	To:

Date		Date	

From:	To:	From:	To:

Date		Date	

From:	To:	From:	To:


Date		Date	

From:	To:	From:	To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title
Executive Director

Signature


Date (MM/DD/YY)
06/05/2024

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)
 City County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number <input type="text"/>	Liability Date <input type="text"/>
State <input type="text"/>	Total <input type="text"/>
-750 (999)	\$ <input type="text"/> .00

Red line indicates existing fencing to pool facility.

10734 Ute Pass Avenue





Town of Green Mountain Falls

P.O. BOX 524
GREEN MOUNTAIN FALLS, CO 80819
(719) 684-9414
greenmountainfalls.colorado.gov

Facilities Rental Application

Facility to be Rented: Gazebo Pool Town Hall Other _____

Name of Applicant(s): Green Box Arts Festival

Mailing Address: PO Box 1

City: Green Mountain Falls State: CO Zip Code: 80819

Phone: 405-760-1094 Email: jessestroope@yahoo.com

Date of Use: June 18th - July 12 per attached schedule

Time of Use: Start: See attached End: _____

Payment is due at time of application: 2 hour minimum - \$200 per/hour fee

Total Hours: 15.25

* Total Cost: _____ (Total Hours x \$200/hour = Total Cost)

The applicant(s) understand and acknowledge that this fee is for reserving a Green Mountain Falls Facility for a specific date and time as listed above. Rental time must include set-up and take-down time. Any overage in time will be billed & charged to the applicants' card on file. The usage of the facility is only for the approved time and date and no guarantee for additional time is implied (others may have rented the same facility immediately before or after). The applicants do hereby release & hold harmless the Town of Green Mountain Falls from any liability which may result from any activity at the Town Facility. **Please schedule and pay for setup and takedown time.**

Signature: Jesse Stroope Date: 6.5.24

For Office use:

Date received by Town Clerk: 6/5/24 Date Approved: 6/5/24

* Card Number: _____
Expiration Date: _____ Security Code: _____

Billing Address (if different from above): _____

* PAYMENT PENDING NEXT BOT MEETING ON JULY 2nd, 2024.
NB 06/05/24

* APPROVED 2024-06-05

Bo AYAD

Green Box Pool Usage

Day	Date	Time	Activity
Wednesday	June 19th	9:15 AM to 2:45 PM	Kids Camp
Thursday	June 20th	1:40PM to 2:40PM	Kids Camp
Thursday	June 27th	11:00AM to 2:45PM	Kids Camp
Tuesday	July 2nd	2 PM - 3 PM	Aqua Zumba
Tuesday	July 9th	2 PM - 3 PM	Aqua Zumba
Friday	July 12th	8 PM - 10 PM	Community Pool Party

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Green Box Arts Project

is a

Nonprofit Corporation

formed or registered on 06/10/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091318541 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/15/2024 that have been posted, and by documents delivered to this office electronically through 04/19/2024 @ 10:30:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/19/2024 @ 10:30:32 in accordance with applicable law. This certificate is assigned Confirmation Number 15959180 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
 - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - Copy of deed, lease, or written permission of owner for use of the premises.
 - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - If not incorporated, a NONPROFIT charter; **or**
 - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social Athletic Philanthropic Institution
 Fraternal Chartered Branch, Lodge or Chapter Political Candidate
 Patriotic National Organization or Society Municipality Owned Arts Facilities
 Political Religious Institution

LIAB Type of Special Event Applicant is Applying for:

- 2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day
2170 Fermented Malt Beverage \$10.00 Per Day

Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)

Green Box Arts Project	981172005
------------------------	-----------

Mailing Address of Organization or Political Candidate

PO Box 1

City State ZIP Code

Green Mountain Falls	CO	80819
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Address of Place to Have Special Event

6690 Lake Street

City State ZIP Code

Green Mountain Falls	CO	80819
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Authorized Representative of Qualifying Organization or Political Candidate

Scott Levy

Date of Birth (MM/DD/YY)

08/17/75

Phone Number

347-526-6627

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

Same as above

City State ZIP Code

--	--	--

Event Manager

Scott Levy

Date of Birth (MM/DD/YY)

8/17/75

Phone Number

347-526-6627

Event Manager Home Address

7050 Nighthawk Place

City

Colorado Springs

State

CO

ZIP Code

80919

Email Address of Event Manager

s.levy@greenboxarts.org

1. Is the place to have the Special Event located on State-owned property?

Yes No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date
7/06//24

From: 8pm To: 10pm

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

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Date

From: To:

Date

From: To:

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Executive Director

Signature

Date (MM/DD/YY)

06/05/2024

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

City County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

Do Not Write in this Space - For Department of Revenue Use Only

Liability Information

License Account Number

Liability Date

State

Total

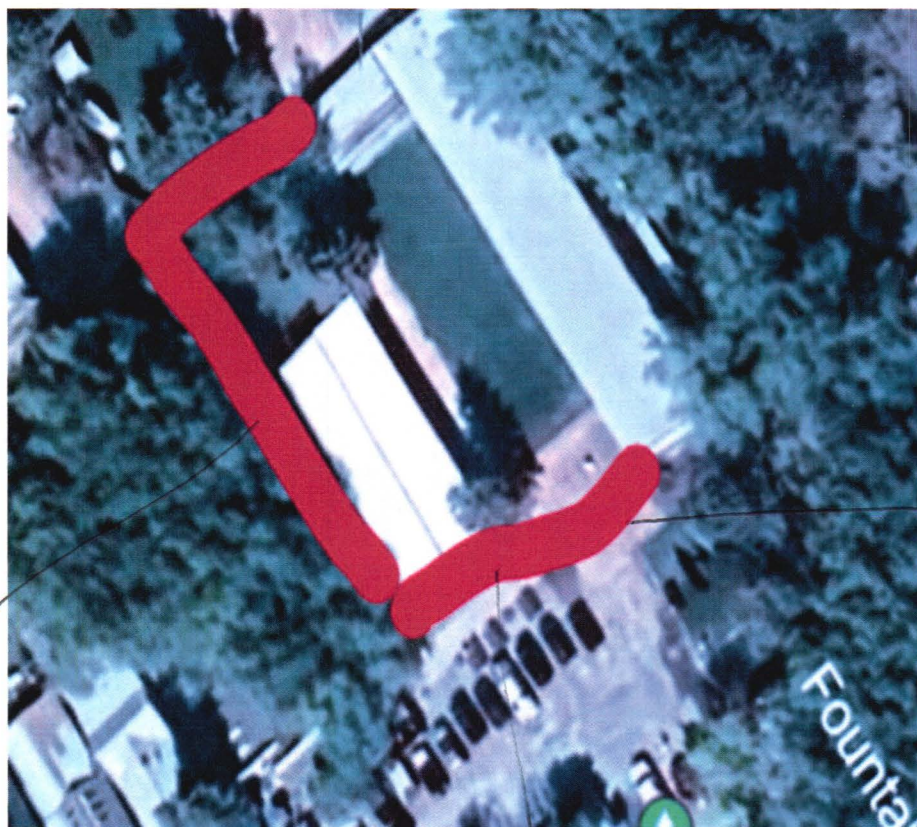
-750 (999)

\$

.00

Red line indicates a combination of existing and added fencing for the event.

6990 Lake Street, Green Mountain Falls, CO 80819



150 ft L

90 ft W

Ingress/
Egress

Fountain

BASIC INFORMATION RIDER TO PROPERTY USE AGREEMENT

Effective

Date of Agreement: July 1, 2021

Terminology: **“Rider”** will mean this 4-page Basic Information Rider. The term **“Agreement”** will mean this Rider and the Property Use Agreement attached as a part hereof.

Owner: **HISTORIC GREEN MOUNTAIN FALLS FOUNDATION, LLC**, an Oklahoma limited liability company

Green Box: **GREEN BOX ARTS PROJECT**, a Colorado nonprofit corporation (doing business as “Green Box”)

Properties: Those certain parcels of real property located in and around Green Mountain Falls, Colorado, more particularly described on **Exhibit A** attached as a part hereof, together with buildings, landscaping, and other improvements thereon and the easements and appurtenances pertaining thereto (collectively called the **“Properties”** and each individually called a **“Property”**).

Permitted Uses: Exclusively charitable, scientific and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, including the presentation of cultural activities and enhancement of community appreciation and understanding of cultural offerings in the El Paso County, Colorado area.

Owner Work: None

Green Box Work: Any work required by governmental authority, and all other work desired by Green Box; provided, however, any Green Box Work shall be subject to Owner’s prior written approval.

Term: The term of this Agreement shall be one (1) year commencing on the Effective Date. Notwithstanding the foregoing, this Agreement shall be automatically extended thereafter for consecutive periods of one (1) year, unless either party notifies the other in writing of its election to terminate of this Agreement at least sixty (60) days prior to the expiration of the then current Term. Owner may terminate this Agreement as to less than all of the Properties with respect to any renewal term provided Owner gives Green Box notice at least ninety (90) days prior to the expiration of the then current Term. Owner’s termination as to less than all of the Properties shall not prevent Green Box from terminating this Agreement altogether upon at least sixty (60) days’ notice prior to the expiration of the then current term. If not so terminated, this Agreement will govern the parties’ rights and obligations with respect to the Property(ies) as to which this Agreement is not terminated.

Base License Fee: None

Default Rate: Twelve percent (12%) per year.

Additional Fees: All sums payable by Green Box under this Agreement.

Ad Valorem Taxes: Owner pays real property ad valorem taxes. Green Box pays personal property ad valorem taxes on Green Box's personal property if applicable.

Insurance: Owner shall procure and maintain the insurance required under **Section 7.1** of the Property Use Agreement below. Green Box shall procure and maintain the insurance required under **Section 7.2** of the Property Use Agreement below. The coverages of the policies maintained by the parties may exceed, but shall not be less than, the coverages stated in the Property Use Agreement.

Utilities: Owner shall pay all charges for gas, electricity, water/sewer, telephone, internet, cable, etc. Owner shall pay all utility charges before any penalties, late charges, or interest accrues thereon. Owner shall not be liable for any interruption in utility service to the Properties that it not caused by Owner.

Other services: Green Box shall be responsible for its own janitorial, housekeeping, mowing, and landscape maintenance, services.

Notices: If to Owner by mail or hand delivery:

Historic Green Mountain Falls Foundation, LLC
1001 West Wilshire Boulevard, 4th Floor
Oklahoma City, OK 73116
Attention: Kirkpatrick Family Fund

If to Owner by rapid transmission:

Email: l.eickman@occf.org **and** info@kirkpatrickfamilyfund.org

And in either event, with a copy to:

The Chairperson of the Board of Owner, from time to time, at the address(es) of such Board Chair provided to Green Box from time to time

If to Green Box by mail or hand delivery:

Green Box
1001 West Wilshire Boulevard, 4th Floor
Oklahoma City, OK 73116
Attention: Kirkpatrick Family Fund

If to Green Box by rapid transmission:

Email: leickman@occf.org and info@kirkpatrickfamilyfund.org and info@greenbox.org

And in either event, with a copy to:

The Chairperson of the Board of Green Box, from time to time, at the address(es) of such Board Chair provided to Owner from time to time

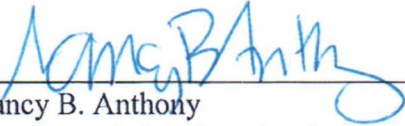
Control Provisions: Certain of the information relating to the Agreement, including many of the principal economic terms, are set forth in the foregoing Rider. The Rider and the Property Use Agreement are, by this reference, hereby incorporated into one another. In the event of any direct conflict between the terms of the Rider and the terms of the Property Use Agreement, the Property Use Agreement shall control. As used in the Property Use Agreement, the term "**Agreement**" shall be deemed to include the Rider, subject to the foregoing provisions.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Owner and Green Box have signed this Rider effective as of the Effective Date set forth above.

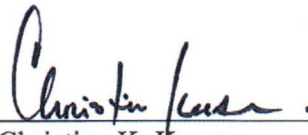
“Owner”:

**HISTORIC GREEN MOUNTAIN FALLS
FOUNDATION, LLC**, an Oklahoma limited liability
company

By: 
Name: Nancy B. Anthony
Title: Member of the Board of Governors and
authorized signatory

“Green Box”:

GREEN BOX ARTS PROJECT, a Colorado nonprofit
corporation

By: 
Name: Christian K. Keesee
Title: President

PROPERTY USE AGREEMENT

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
1. Properties and Term.....	1
2. Monetary Provisions.....	1
3. Uses; Occupancy and Control.....	2
4. Utilities and Services.....	3
5. Maintenance and Repair; Alterations and Fixtures.....	3
6. Assignment and Sublicensing; Owner Transfers.....	5
7. Insurance; Casualty.....	5
8. Condemnation.....	8
9. Default; Remedies.....	9
10. Miscellaneous.....	9
Owner's and Green Box's Execution.....	11

Attachments:

- Basic Information Rider
- Exhibit A Description of the Properties

ARTICLE 1
Properties and Term

1.1 Grant of License; Non-exclusive. Owner grants Green Box a non-exclusive license to use the Properties for the Permitted Uses, on the terms, covenants, and conditions set forth in the Rider and this Agreement. Owner may grant others the right to use one or more of the Properties from time to time provided that any such use by others is compatible with, and does not interfere with, Green Box's use.

1.2 Delivery of Properties; No Owner Work; Green Box Work; Owner's Personal Property Located at the Shed. Green Box has inspected the Properties and accepts them in their "AS IS" condition without any required improvements by Owner ("**Owner Work**"). If Green Box desires to make any improvements to the Properties ("**Green Box Work**"), Green Box shall make the same (subject to Owner's prior written approval) at its own expense. The parties agree to cooperate in the securing of any governmental permits required to perform the Green Box Work. Owner owns and stores all of the equipment, chairs, dance floor and risers that are used by Green Box during its annual festival. Owner owns all of the furnishings, fixtures and equipment used in the Shed. Owner shall be responsible for any repair or replacement of these furnishings, items, and equipment that occurs through normal use. Green Box shall be responsible for any repair or replacement of these furnishings, items, and equipment that occurs through the gross negligence or willful misconduct of Green Box or its agents, employees, or invitees.

1.3 Term. The term of this Agreement shall be as stated in the Rider.

1.4 Holding Over. If Owner has terminated this Agreement in its entirety or as to any one or more, but less than all, of the Properties (as applicable, the "**Terminated Properties**"), and Green Box holds possession of the Terminated Properties after the Term without Owner's written consent, Owner may retake possession of the Terminated Properties and remove Green Box and its possessions by any legal means. If Green Box holds possession of the Terminated Properties after the Term with Owner's written consent, then unless otherwise agreed in writing, the terms and conditions of this Agreement will govern Green Box's continuing possession but shall not constitute a renewal for one (1) year, unless Owner otherwise agrees in writing.

1.5 Surrender of Properties. Upon the termination of this Agreement, Green Box will surrender the Properties to Owner in the condition received, ordinary wear and tear, casualty loss and condemnation excepted.

ARTICLE 2
Monetary Provisions

2.1 Base License Fee. Green Box shall not be obligated to pay to Owner any Base License Fees.

2.2 Other Monetary Obligations. See the other provisions of this Agreement regarding certain monetary obligations of Green Box (e.g. **Sections 2.3, 5.3, 7.2, 7.6, and 9.1**).

2.3 Property Taxes. Owner shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Term of this Agreement, and all personal property taxes with respect to Owner's personal property, if any, at the Properties. Green Box shall be responsible for paying all personal property taxes with respect to Green Box's equipment, fixtures, or personal property

ARTICLE 3
Uses; Occupancy and Control

3.1 Permitted Uses; Restrictions on Use; Signage. Green Box shall use and occupy, or permit the use and occupancy of, the Properties solely for the Permitted Uses described in the Rider. Green Box will not use the Properties for any other use, without the prior written consent of Owner, which consent will not be unreasonably withheld, provided any such other use does not (a) violate any laws, ordinances, rules, regulations, codes, orders or other requirements of any governmental or quasi-governmental authorities having jurisdiction over the Properties or any restrictive covenants applicable to the Properties (herein collectively "**Legal Requirements**"), (b) increase the insurance rates applicable to the Properties, (c) disturb the rights, comfort and conveniences of other users or neighbors, or (d) otherwise pose any greater risk of damage to, or contamination of, the Properties, or liability to Owner, than the Permitted Uses. Green Box will comply with any and all Legal Requirements which are applicable to the conduct of Green Box's activities on the Properties; provided, however, Green Box shall not be under any obligation to make any structural change in or alteration of the Properties. Owner may from time to time adopt, amend, and remove reasonable rules, regulations, and restrictions regarding the use of the Properties ("**Owner Rules**"), so long as such Owner Rules do not unreasonably restrict Green Box's ability to use the Properties for the Permitted Uses. Following Owner's consent and the obtaining of any governmental permits at Green Box's expense, Green Box shall have the right to place at the Properties, in locations selected by Green Box, any signs which are permitted by Legal Requirements and Owner Rules. Owner may refuse consent to any proposed signage that is in Owner's sole opinion too large, deceptive, unattractive or otherwise inconsistent with, or inappropriate to, the Properties or use of any other user. Owner shall assist and cooperate with Green Box in obtaining any necessary permission from governmental authorities or adjoining owners and users for Green Box to place or construct the foregoing signs. Green Box shall repair all damage to the Properties resulting from the removal of signs installed by Green Box.

3.2 Compliance with Legal Requirements and Insurance Regulations. Green Box shall not use the Properties, or permit the Properties to be used, in whole or in part, for any purpose or use in violation of any Legal Requirement. Green Box shall, at its own cost and expense, (i) keep the Properties equipped with all safety appliances or other items required by law, ordinance or insurance on the Properties or any order or regulation of any governmental agency or public authority; (ii) if applicable, procure all licenses and permits required for the use of the Properties for the Permitted Uses hereunder, and do, or cause to be done, any and all work required to obtain such licenses and permits; and (iii) promptly comply with all Legal Requirements. Green Box shall, at its sole cost and expense, at all times comply with any and all reasonable requirements of any insurance company necessary for the maintenance of the insurance coverages required to be maintained by Owner and Green Box under this Agreement.

3.3 Right to Enter. Owner will have the right to enter the Properties at all reasonable hours (or, in an emergency, at any hour), to perform any applicable Owner obligations, to inspect the Properties, to serve, post or keep posted any notices required or authorized by this Agreement, to show the Properties to prospective users, and to protect or preserve the Properties from damage or destruction. Except in the case of an emergency, all rights of Owner hereunder shall be exercised in a reasonable manner, upon reasonable notice and so as to minimize any interference with the Green Box's use of the Properties.

ARTICLE 4 **Utilities and Services**

4.1 Utilities in General. Unless otherwise expressly agreed in writing, Owner shall pay all charges for existing utility services to the Properties but shall not be obligated to have additional or supplemental utility lines extended to the Properties. Green Box shall not place or operate in the Properties any electrically operated equipment or other machinery, that exceeds or overly taxes the service loads available to the Property(ies).

4.2 Interruption of Utility Service. Unless caused by the actions of Owner or Owner's governors, officers, directors, employees, contractors or agents, Owner shall not be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to Green Box or the Properties. In no event shall Owner be liable to Green Box for consequential or exemplary damages for any interruption caused by Owner or Owner's governors, officers, directors, employees, contractors or agents. No failure or interruption of utility service shall entitle Green Box to terminate this Agreement. Owner shall not be responsible for acts of God, or acts or actions of third parties, including governmental or quasi-governmental authorities.

ARTICLE 5 **Maintenance and Repair; Alterations and Fixtures**

5.1 Green Box's Obligations. During the Term, Green Box shall perform, or cause to be performed, all cleaning, housekeeping, replacement of light bulbs, lamps, and tubes, janitorial services, trash removal, mowing, landscape maintenance, and minor repairs and replacements, all in substantially similar manner as performed as of the Commencement Date. Notwithstanding the foregoing, Green Box shall not be required to perform any maintenance, repairs, or replacements necessitated by the active negligence of Owner, its servants, agents, or employees, or by reason of any structural defects or deficiencies in the improvements. Green Box shall make no structural changes or alterations to any Properties without the prior written consent of Owner unless otherwise provided in this Agreement.

5.2 Owner's Obligations. Owner, at its sole cost, shall maintain, repair and replace as necessary the portions of the Properties not required to be maintained by Green Box under **Section 5.1** above, including, without limitation, (a) the exterior walls and structural components of the buildings, roofs, roof drains, eaves, troughs, downspouts, gutters, sidewalks, fences, driveways and parking areas; (b) all doors; (c) all plate glass, windows, and window glass; (d) all exposed and unexposed plumbing pipes and fixtures; (e) all electrical wiring, switches, and fixtures, including lighting fixtures, both interior and exterior; (f) any sprinkler, heating,

ventilating and air-conditioning systems and fixtures; and (g) repairs and replacements to Owner's furniture, fixtures, equipment, and appliances, but not repairs and replacements to Green Box's furniture, fixtures, equipment, and appliances. Notwithstanding the foregoing, Owner shall not be required to perform any maintenance, repairs, or replacements necessitated by the negligence or misconduct of Green Box, its servants, agents, employees, or invitees, or by any additions or alterations to the Properties made by Green Box, all of which shall be performed by Green Box. Owner shall have the right to enter upon the Properties from time to time upon reasonable prior notice (except that no notice is required in the event of an emergency), in order to inspect the same and to perform any maintenance, repairs, or replacements which it is required to make under the provisions of this Agreement, but this right shall be exercised in such manner as not to interfere with Green Box's use and enjoyment of the Properties, and shall be subject to any and all Legal Requirements which may at any time apply to Green Box's use of the Properties. Owner shall not be liable for failure to make any repairs or replacements unless Owner fails to do so within a reasonable time after written notice from Green Box.

5.3 Mechanic's Liens. Green Box shall not permit to be created or to remain undischarged any lien, encumbrance or charge (arising out of any work or materials performed or supplied by any contractor, mechanic, laborer or materialman, or any conditional sale, security agreement, or chattel mortgage, or otherwise) which might be or become a lien or encumbrance or charge upon Owner's interest in the Properties or any part thereof. If any lien on account of an alleged debt of Green Box or any notice of contract by a party engaged by Green Box or Green Box's contractor to work on the Properties shall be filed against the Properties or any one or more of them, or interest therein, Green Box, within thirty (30) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, provided, however, nothing contained herein shall in any way prejudice Green Box's right to contest any final judgment or decree prior to payment thereof. If Green Box shall fail to cause such lien to be discharged within the aforementioned thirty (30) day time period, then, in addition to any other right or remedy, Owner may, but shall not be obligated to, discharge the same by procuring the discharge of such lien by deposit or by bonding proceedings. Any amount so paid by Owner, and all costs and expenses incurred by Owner in connection therewith, shall constitute Additional Fees payable by Green Box under this Agreement, and shall be paid by Green Box to Owner, together with interest at the Default Rate from the date such sums are paid by Owner. Owner shall have the right to enter the Properties and post and maintain thereon such notices of non-responsibility as may be provided for by the laws of the State of Colorado with respect to mechanic's liens.

5.4 Alterations.

(a) **Alterations by Owner.** Owner shall be responsible for and control any remodeling, redecorating, and additions, improvements and replacements of and to all or any part of the Properties. Owner will provide Green Box with information regarding scheduled construction and/or improvements to buildings that would affect public access or program scheduling. Green Box shall assist in an annual inventory of the items on the Properties.

(b) **Alterations by Green Box.** Green Box may not make alterations to the Properties without the prior written consent of Owner, which may be withheld in Owner's sole discretion. **If Green Box is permitted to make alterations to the Properties, nothing in this**

Agreement shall be deemed to confer on Green Box or Green Box's contractors or agents the power or authority to create a lien on Owner's interest in the Properties or the improvements thereon,. Any lien claimed by any person performing work or supplying materials on behalf of Green Box shall attach, if at all, only to Green Box's interest under this Agreement.

5.5 Fixtures; Appliances. Green Box may install in or upon the Properties such fixtures, trade fixtures, furniture, appliances, and equipment as Green Box deems desirable provided Green Box complies with the terms of **Section 4.1** above and such installations do not place an unreasonable burden on the safe load bearing capacity of the floors of the improvements or on the HVAC, mechanical, or electrical systems serving the Properties.

5.6 Ownership; Removal; Restoration. All alterations and fixtures installed by Green Box shall remain the property of Green Box until the expiration or termination of the Term, or any earlier termination of Green Box's right to possession as provided in **Article 9** below, at which time all such alterations and fixtures will become the property of the Owner, subject to the provisions of **Section 1.4** hereof. All goods, trade fixtures, furniture, appliances, and moveable equipment installed by Green Box will at all times remain the property of Green Box, subject to the provisions below. Green Box shall remove any goods, trade fixtures, furniture, appliances, moveable equipment, and other personal property by the end of the scheduled Term or within thirty (30) days after any sooner expiration or termination of the Term, or any earlier termination of Green Box's right to possession. Notwithstanding any of the foregoing, Green Box shall not remove any property if such removal would cause structural or irreparable damage to the Properties or improvements. After removing any property from the Properties which Green Box is permitted to remove, Green Box shall promptly, at its expense, repair or restore any damage to the Properties caused by the removal.

ARTICLE 6 **Assignment and Sublicensing**

6.1 Assignment and Sublicensing.

Green Box may not assign this Agreement, or any interest herein. Green Box may sublicense the Properties or any one or more of them or any portion thereof, with Owner's prior written consent, which consent will not be unreasonably withheld. Owner may place reasonable conditions on such sublicenses from time to time, including, without limitation, compliance with the mission and standards of Owner and certificates of such insurance and limits of coverage to be maintained by such sublicensee as Owner may request from time to time. Once approved by Owner, Green Box may sublicense the Properties to the same organization for the same purpose and on the same conditions without the need to obtain Owner's consent, however, Green Box must notify Owner of every subsequent sublicenses. Notwithstanding the foregoing, Green Box may sublicense its right to use one or more of the Properties or a portion thereof without Owner's prior written consent provided that (a) the sublicensee uses the Property(ies) for a Permitted Use, (b) the period of the sublicense does not exceed thirty (30) days, and (c) Owner is given prior written notice of such sublicense (a "**Permitted Short Term Use**"). Green Box shall not enter into consecutive or linked Permitted Short Term Uses in violation of the spirit of the foregoing provision. Except as otherwise permitted above, no attempted assignment, sublicense, or

encumbrance without Owner's written consent (unless permitted by rule or regulation) shall be effective, and no such assignment, sublicense, or encumbrance with Owner's written consent shall release Green Box from its obligations hereunder unless otherwise specifically agreed by Owner in writing.

6.2 Owner's Right to Transfer; Release of Owner; Attornment. Owner's interest in this Agreement and the Properties may be sold, exchanged, or otherwise assigned (herein collectively a "transfer"), in whole or in part, voluntarily or involuntarily, provided any such transfer shall be subject to the terms of this Agreement. In the event of any permitted transfer of the Properties and this Agreement by Owner, Owner shall be relieved of all liability under all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission relating to the Properties or this Agreement occurring after the consummation of such transfer.

ARTICLE 7

Insurance; Casualty

7.1 Owner's Insurance. Owner shall procure and maintain during the Term special causes of loss (so-called "all risk") property insurance covering the full replacement cost of the Properties, with a deductible amount as Owner shall reasonably determine, and appropriate flood insurance for the buildings and structures on the Properties. Owner shall also maintain a policy of commercial general liability insurance covering claims for bodily injury and property damage to third parties arising out of premises and operations, products and completed operations, advertising and personal injury, and broad form contractual liability, written on an occurrence basis, with combined single limit coverage per occurrence of not less than \$1,000,000.00 and \$2,000,000.00 in the aggregate. Owner shall also maintain an automobile liability insurance policy on owned, non-owned and hired vehicles with combined single limit coverage of not less than \$1,000,000.00 and \$2,000,000.00 in the aggregate per occurrence. Owner's commercial general and automobile liability policies shall name The Kirkpatrick Family Affiliated Fund of the Oklahoma City Community Foundation, Inc., and the Oklahoma City Community Foundation, Inc. as additional insureds. Owner's insurance shall be noncontributory with and in excess of Green Box's policies. Owner shall have no obligation to provide property insurance with respect to Green Box's personal property or any fixtures or alterations installed by Green Box.

7.2 Green Box's Insurance. Green Box shall, at its expense, maintain throughout the Term a policy of commercial general liability insurance covering claims for bodily injury and property damage to third parties arising out of premises and operations, products and completed operations, advertising and personal injury, and broad form contractual liability, written on an occurrence basis, with combined single limit coverage per occurrence of not less than \$1,000,000.00 and \$2,000,000.00 in the aggregate. Such insurance shall insure performance by Green Box of the indemnity provisions of **Section 7.4**. Green Box shall also maintain an automobile liability insurance policy on owned, non-owned and hired vehicles with combined single limit coverage of not less than \$1,000,000.00 and \$2,000,000.00 in the aggregate per occurrence. Green Box's commercial general and automobile liability policies shall name Owner, The Kirkpatrick Family Affiliated Fund of the Oklahoma City Community Foundation, Inc., and the Oklahoma City Community Foundation, Inc. as additional insureds. Green Box's policies shall

be endorsed as primary to, and without right to seek contribution from, Owner's or any other additional insured's insurance. Each Green Box policy required hereunder shall provide that such policy shall not be subject to cancellation, termination, or change except after at least thirty (30) days' prior written notice to Owner. Green Box shall, at the time of the execution of this Agreement, and from time to time thereafter upon request by Owner, provide Owner with one or more certificates reflecting the required insurance is in place. Upon Owner's request, Green Box shall provide Owner satisfactory evidence of the payment of premiums therefor at least thirty (30) days before lapse of the applicable policy. In the event Green Box fails to maintain or renew any insurance coverage required by this Section, Owner may obtain such insurance at Green Box's cost and expense, and upon demand, Green Box shall pay to Owner, Owner's cost incurred in connection therewith as Additional Fees.

7.3 Other Insurance. In the event, either party hires any employees, each shall also maintain during the term of this Agreement, workers compensation insurance as required by applicable law. Either party, at its sole cost and expense, may maintain such other insurance coverages, in such amounts as may, from time to time, reasonably be desired by such party.

7.4 Exculpation of Owner for Death or Bodily Injury Claims; Green Box Indemnity of Owner. Green Box and all persons claiming under Green Box waive all claims against Owner for death or bodily injury arising for any reason, other than Owner's willful misconduct or active gross negligence. Green Box agrees to indemnify, defend (with counsel reasonably approved by Owner), and hold Owner harmless from all loss, liability, costs, damages, and expense, including reasonable attorney's fees, arising out of any death or bodily injury to any person occurring in, on or about the Properties, except for any death or bodily injury arising from Owner's willful misconduct or active gross negligence.

7.5 Release of Property Claims and Waiver of Subrogation. Each party (the "**Releasing Party**") waives any right of recovery against the other party (the "**Released Party**") and releases all claims arising in any manner in the Releasing Party's favor and against the Released Party for any loss or damage to the Releasing Party's property (real or personal) located on or constituting a part of the Properties. The parties further agree to have their respective insurers waive any rights of subrogation that such insurers may have against the other party. This waiver and release apply to the extent the loss or damage is covered by:

- (a) the Releasing Party's insurance; or
- (b) the insurance the Releasing Party is required to carry under this Agreement,

whichever is greater. The waiver and release also apply to each party's members, managers, board of governors, directors, officers, employees, shareholders, and agents. The waiver and release do not apply to claims caused by a party's willful misconduct.

7.6 Damage or Destruction.

(a) **Insured Casualty.** If, during the Term, any Property(ies) is(are) are totally or partially damaged or destroyed from a risk covered by insurance maintained by Owner, rendering the Property(ies) totally or partially inaccessible or unusable, Green Box shall promptly

notify Owner. Within thirty (30) days after receipt of such notice or as soon thereafter as reasonably practicable, Owner will provide Green Box with a good faith estimate of the time period required to adjust the loss and repair the damage caused by such casualty and restore the Property(ies) (the "**Repair Estimate**"). This Agreement shall continue in full force and effect, except as otherwise provided herein. Either party may terminate this Agreement as to the damaged Property(ies) (or as to all Properties if the damaged Property(ies) were integral to the fulfillment of Green Box's intended activities and purposes for entering into this Agreement) as of the date of the casualty, by providing written notice to the other party within twenty (20) days after Green Box's receipt of the Repair Estimate, if (i) the Repair Estimate exceeds 90 days from the date of the casualty or (ii) the casualty occurs during the last six (6) calendar months of the Term and per the Repair Estimate, restoration of the Property(ies) cannot reasonably be completed on or before the date that is three (3) months before the end of the Term. In addition, Owner may terminate this Agreement within fifteen (15) business days after Owner becomes aware that the cost of restoration, including so-called "hard" and "soft" costs, exceeds any insurance proceeds available to Owner by more than \$10,000.00, such excess being herein called the "**Excess Restoration Cost**". Owner agrees to keep Green Box apprised of any events or circumstances which might permit Owner to terminate this Agreement under the immediately preceding sentence. If Owner elects to terminate this Agreement in accordance with the terms of this **Section 7.5(a)**, Green Box may nevertheless elect to keep this Agreement in effect by agreeing in writing to pay the Excess Restoration Cost and providing Owner such evidence of the availability of the funds therefor as Owner may reasonably require. If this Agreement is terminated as to any one or more of the Properties pursuant to this Section, Owner shall nevertheless be entitled to the full amount of the insurance proceeds payable in respect of the loss under the insurance policy(ies) maintained by Owner, and this Agreement will remain in effect as to any Properties as to which this Agreement has not been terminated. If neither Owner nor Green Box elects to terminate this Agreement as to the damaged Property(ies), then Owner shall promptly and continuously pursue the restoration of the damaged Property(ies) to the same condition as it(they) was(were) in immediately before such damage or destruction but only to the extent of the availability of sufficient insurance proceeds excluding any deductible elected by Owner.

(b) **Uninsured Casualty**. If, during the Term, any Property(ies) is(are) are totally or partially damaged or destroyed from a risk not covered by insurance maintained by Owner, rendering the Property(ies) totally or partially inaccessible or unusable, Green Box shall promptly notify Owner. Within thirty (30) days after receipt of such notice or as soon thereafter as reasonably practicable, Owner will provide Green Box with a good faith estimate of the cost ("**Cost Estimate**") and a Repair Estimate. This Agreement shall continue in full force and effect, except as otherwise provided herein. Either party may terminate this Agreement as to the damaged Property(ies) (or as to all Properties if the damaged Property(ies) were integral to the fulfillment of Green Box's intended activities and purposes for entering into this Agreement), by providing written notice to the other party within twenty (20) days after Green Box's receipt of the Repair Estimate, if (i) the Repair Estimate exceeds 90 days from the date of the casualty, or (ii) if the casualty occurs during the last six (6) calendar months of the Term and, per the Repair Estimate, restoration of the Premises cannot reasonably be completed on or before the date that is three (3) months before the end of the Term. In addition, Owner may terminate this Agreement if the Cost Estimate exceeds \$10,000.00. If the Cost Estimate is \$10,000 or less, Owner shall restore the damaged Property(ies) to substantially the same condition it(they) was(were) in immediately prior

to destruction. If the Cost Estimate exceeds \$10,000, such excess also being herein called the "Excess Restoration Cost," Owner can elect to terminate this Agreement by giving Green Box written notice within fifteen (15) business days after determining the cost of restoration and providing a Cost Estimate to Green Box. Notwithstanding such election by Owner, Green Box may elect to continue this Agreement in effect by giving Owner written notice of its election to pay the Excess Restoration Cost and providing Owner such evidence of the availability of the funds therefor as Owner may reasonably require.

ARTICLE 8 **Condemnation**

8.1 Taking; Award. In the event of a total or partial taking of any Property(ies), this Agreement shall continue in full force and effect as to the portion of any Properties not taken, except as otherwise provided herein. Either party may terminate this Agreement as to the Property(ies) affected by the taking (or as to all Properties if the taking materially frustrates Green Box's intended activities and purposes for entering into this Agreement), by providing written notice to the other party within twenty (20) days after Green Box's receipt of notice of the taking. Any taking award with respect to the Property(ies), or this Agreement, shall be paid to Owner regardless of whether this Agreement is terminated.

ARTICLE 9 **Default; Remedies**

9.1 Default; Remedies. Upon a default by either party hereunder, the other party shall be entitled to all the rights and remedies provided in this Agreement in addition to all other rights and remedies afforded by applicable law and equity, including, without limitation, the right to seek specific performance, injunctive relief (prohibitive or mandatory) and damages, and the right to cure the default by the defaulting party and recover from the defaulting party the reasonable costs incurred in connection therewith. All of such rights and remedies shall, to the extent permitted by applicable law, be cumulative and not exclusive, and may be exercised concurrently, independently, or successively, in any order whatsoever. In any action or proceeding to construe, enforce, or otherwise protect any party's interest under this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including, without limitation, the reasonable fees and disbursements of its counsel and expert witnesses, whether incurred in connection with administrative, bankruptcy, trial, or appellate proceedings.

ARTICLE 10 **Miscellaneous**

10.1 Time. Time is of the essence of each provision of this Agreement.

10.2 No Recordings. Owner and Green Box agree that neither this Agreement, nor any memorandum hereof, will be recorded in any public records.

10.3 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. If the parties hereto are parties to any prior agreement,

either written or oral, relating to the subject matter hereof, the terms of this Agreement shall amend and supersede the terms of such prior agreements.

10.4 Amendment. No modification or amendment of any provision of this Agreement shall be valid or effective unless the same is in writing and signed by the party against whom such modification or amendment is sought to be enforced.

10.5 Waiver. Failure of any party to insist upon strict performance of a covenant or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default of the performance of any obligation hereunder shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder.

10.6 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Colorado.

10.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable, shall not impair or invalidate the remainder of this Agreement, and the effect thereof shall be confined to the provision held to be illegal, invalid, or unenforceable.

10.8 Notices. Any notice, demand, request or other communication required or permitted under this Agreement shall be in writing and either (a) delivered personally or by messenger or a nationally recognized overnight courier service, (b) sent postage prepaid by express mail or first class certified mail, return receipt requested, or (c) sent by email, facsimile, or other similar means of rapid transmission and confirmed by mailing written confirmation hereof, as provided in clause (b) above, at substantially the same time as such rapid transmission. Any notice or other communication shall be deemed received on (1) the date of delivery of the notice, if by personal delivery, messenger or courier service, (2) if mailed, on the date upon which the express mail receipt or the return mail receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, or (3) the date on which email, facsimile, or other means of rapid transmission is actually received but in no event later than the date the confirmation thereof is deemed received, as the case may be. The addresses set forth in the Rider for Owner and Green Box shall be their respective notice addresses under this Agreement, provided, however, any party may change its notice address by giving written notice to the others as provided above.

10.9 Binding and Effect. This Agreement shall be binding on the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

10.10 Gender and Number. Within this Agreement, words of any gender shall be held and construed to include the other gender, and words in the singular number shall be held and construed to include the plural and words in the plural number shall be held and construed to include the singular, unless in each instance the context requires otherwise.

10.11 Captions. The captions and headings used in this Agreement are for convenience only and do not in any affect, limit, amplify or modify the terms and provisions hereof.

10.12 Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which when duly executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument. When exchanged as provided herein, facsimile signatures of the parties on counterparts of this Agreement will be binding as if such signatures were originals.

10.13 Force Majeure. In the event Owner or Green Box shall be delayed or hindered or prevented from the performance of any obligation required under this Agreement by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, judicial orders, pandemics, epidemics or other public health emergencies, riots, insurrection, war or any other reason not within the reasonable control of Owner or Green Box, as the case may be, then the performance of such obligation shall be excused by providing written notice by Owner or Green Box for the period of such delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. This provision shall not operate to extend the date for payment of any Additional Fees due under this Agreement.

10.14 Authority. Owner and Green Box represent and affirm that they are authorized to enter this Agreement and that this Agreement does not conflict with any other agreement or obligation to which they are or will be a party. Owner and Green Box further acknowledge that the people signing on their behalf have been authorized to do so by their respective Boards.

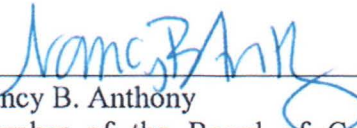
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Owner and Green Box have signed this Property Use Agreement as of the Effective Date set forth in the Basic Information Rider attached above.

“Owner”:

HISTORIC GREEN MOUNTAIN FALLS FOUNDATION, LLC, an Oklahoma limited liability company

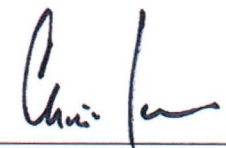
By:


Name: Nancy B. Anthony
Title: Member of the Board of Governors and authorized signatory

“Green Box”:

GREEN BOX ARTS PROJECT, a Colorado nonprofit corporation

By:


Name: Christian K. Keese
Title: President

Attachments:

Basic Information Rider
Exhibit A Description of the Properties

EXHIBIT A

Description of the Properties

[See attached document consisting of __ pages]

Attachment A

Historic Green Mountain Falls Foundation, LLC is committed to the enhancement and preservation of the unique qualities of Green Mountain Falls and Chipita Park, Colorado. Its purpose is to focus on historic preservation, open space, parks, trails and projects that are an integral to this distinctive setting at the base of Pikes Peak.

Mountain Road Corner (2009)

10195 Ute Road

(1.17 acres/El Paso County #8309302001)

The first property acquired by the Historic Green Mountain Falls Foundation was Mountain Road Corner located at the intersection of Ute Pass and Mountain Roads. It is a highly visible piece of property which connects the communities of Green Mountain Falls and Chipita Park. Prior to the Foundation's involvement it was an eye-sore with dilapidated buildings and mounds of debris. Today this beautiful green space provides an excellent location for sculpture and a restful environment for residents and visitors to the communities of Green Mountain Falls and Chipita Park.

H. B. Wallace Reserve (2010)

Entrance: 10199 Mountain Avenue

(2.4 acres/El Paso County #8300000010) (15 acres/El Paso County#8308417013)

(37.6 acres/El Paso County #8800000011) (40 acres/El Paso County#8308307036)

The second project of the Historic Green Mountain Falls Foundation preserved 95 acres of forest and privately developed trails. The property provides an incredible backdrop for the communities of Green Mountain Falls and Chipita Park that merges into the Pike Forest. Former resident H.B. Wallace built a series of trails on the land which he allowed the community to enjoy. When he died the community of Green Mountain Falls expressed concern about the potential for inappropriate development and the loss of access to the trails which he so carefully built and preserved. Following a period of study the Foundation purchased the land. Through a private/public partnership with the town of Green Mountain Falls the Kirkpatrick Trail was built to connect the public and private trail systems. This project preserves a wonderful legacy that can be enjoyed by residents and visitors to the area.

Green Box Workshop (2012)

6990 Lake Street & 0 Lake Street

(22,466 Sq. Ft./El Paso County #8308101092)

(10,247 Sq. Ft./El Paso county #8308101091)

Formerly the Falls Motel, this property was donated to the Historic Green Mountain Falls Foundation when it was determined that a commercial use was not viable due to its location in the flood plain. The location of the property, in the center of Green Mountain Falls and adjacent to the Town park and lake, made it a valuable asset that could provide an economic benefit to the community through events and activities. The motel has been repurposed to include an outdoor covered space (The Farm Stand), office space, plus studio and classroom space for Green Box programs.

Lakeview Terrace (2012) (The Inn, The Shed and Grounds)

10580 Foster Avenue

(27,000 Sq. Ft./El Paso County #8308404007)

In 2012 the Historic Green Mountain Falls Foundation purchased the foreclosed property that makes up Lakeview Terrace. The historic Inn was built in 1929 and the Foundation felt it was necessary to preserve and save it from possible demolition. To date repairs and slight improvements have been made to the building to stop further deterioration.

The Shed is an auxiliary building to the historic Inn and was renovated in 2019 to provide housing for the Green Box Artists in Residence program. Additionally other fine art and cultural organizations in the Colorado Springs area have been invited to use the residential space for their visiting artists.

The grounds of Lakeview Terrace have been improved to include The Aspen Grove and Tribute Walk which will be dedicated in July of 2021 and an intimate outdoor Terrace Theatre which provides an excellent view of the Lake and Red Butte, the site for the Skyspace installation.

Mount Dewey Property (2014)

(19.66 acres/El Paso County #8308200003) (40 acres/El Paso County 8308201042)

(40 acres/Teller County #754107100001) (40 acres/Teller County #29410700002)

In February of 2014 the Historic Green Mountain Falls Foundation purchased 120 acres of forest and open space known as Dewey Mountain. An additional 19.66 acres has been added under a separate land purchase, May 2014. The 139.66 acres of undeveloped forest provides a pristine backspace for the town plus it is valued for the existing trail system that includes Howard Gulch Trail, which connects to Horse Shoe Trail, and the Dewey Mountain Trail. The Brattan Trail is an additional trail built and dedicated in 2019 to Dick Brattan who provided tireless leadership for building and maintaining trails in the Ute Pass area. The purpose for acquiring the properties is to protect the backspace, trails and to maintain the unique character of Green Mountain Falls.

Red Butte (Turrell Property Site)

The combined properties were referenced briefly as Red Devil Mountain in the annexation documents, our later research concluded that the proper reference is Red Butte. All properties, with the exception of the Cord Smith (2015) and Karen Watson (2017) properties, were annexed into Green Mountain Falls in January of 2021. These properties make up the site for the James Turrell Skyspace installation and visitor facilities.

Cord Smith Property (2015)

10392 El Paso Avenue

(11,400 Sq. Ft./El Paso County # 8308401087)

In December of 2015 the Historic Green Mountain Falls Foundation purchased this property which is located on El Paso Avenue in proximity to the Town Park and lake. For the immediate future the property will be used for parking to support activities and events in the Park, at Green Box Workshop and Lake Street area of GMF.

Karen Watson Property (2017)

0 El Paso Avenue

(21,386 Sq. Ft./El Paso County 8308401098)

This half acre parcel sits just above the Cord Smith property and was donated to the Historic Green Mountain Falls Foundation by Karen Watson. The benefit of acquiring this property is for maintenance purposes and will allow the Historic Green Mountain Falls Foundation to remedy erosion issues affecting the Smith property.

Karen Smith Property (2020)

Cheyenne Street (technically no street)

(1.56 acres/El Paso County # 83084-01-107)

Additional property purchased from Karen Watson to connect to utilities, ensure the view of the town from the initial landing on the site that will include amenities for visitors to the Turrell Skyspace.

Permanent Easement (2021)

(Located on El Paso County # 83084-01-042)

Historic Green Mountain Falls Foundation has purchased a permanent easement from Karen Watson for an approximately 15 foot area on her property. The easement is needed in order for visitors and maintenance vehicles to access the site for the Turrell.

Andrew Pittman Property (2019)

Highway 24, Green Mountain Falls

(30 acres/El Paso County #8308101102)

This property is comprised of 24 acres purchased from Andrew Pittman. There is an area with a barn like structure and corral which can be accessed from Ute Pass Ave. There is also an access road off of Highway 24 that will be maintained for use in future by the fire and emergency vehicles as well as supplies and materials. This site for the James Turrell installation will located on this property as well as hiking trails that will connect to the Turrell and provide access to the Town of Green Mountain Falls.

Robert Johnson Property (2020)

10400 El Paso Ave

(7.1 acres/El Paso County #838401054)

This parcel is comprised of 7.1 acres and connects the Cord Smith and Karen Watson properties to the Andrew Pittman property. The Johnson property includes the road that will allow access from the town center of Green Mountain Falls and visitor parking to the Turrell Installation. It is proposed that restrooms and facilities for visitor information/services would be located in this area.

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10325 Highway 24 W, Green Mountain Falls

(30 acres/El Paso County #8308101102)

This property is comprised of 24 acres purchased from Andrew Pittman. There is an area with a barn like structure and corral which can be accessed from Ute Pass Ave. There is also an access road off of Highway 24 that will be maintained for use in future by the fire and emergency vehicles as well as supplies and materials. This site for the James Turrell installation will located on this property as well as hiking trails that will connect to the Turrell and provide access to the Town of Green Mountain Falls.

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10400 El Paso Ave

(7.1 acres/El Paso County #838401054)

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Beverly Anderson Property (2022)

10798 Ute Pass Avenue & Green Mountain Falls Road

(8.5 acres/El Paso County #8308101005)

(29,600 sq. ft./El Paso County #8308101050)

This property consists of two parcels purchased from Beverly Anderson. The property is adjacent to other properties that make up the Red Butte Recreational Area, on which the *Green Mountain Falls Skyspace* by James Turrell has been constructed. This property was purchased to expand the trail work started on Red Butte and to more easily connect the Skyspace to public parking. The expansion of the trails will allow Skyspace visitors to access the installation from areas of public parking without walking on public roads.

Catamount Area (2021)

(7 acres/Teller County #7041.071000110)

The Darrell Smith property, a 7-acre parcel, was purchased to resolve a dispute related to a portion of the Catamount Trail that encroached onto private property. The Catamount Trail was closed in August of 2021 and by purchasing the property, the Historic Green Mountain Fall Foundation ensured that the Catamount Trail would reopen and be used by hikers to access the Catamount Falls and the Pikes Peak North Slope Recreation Area.

Whispering Pine (2022)

10530 Mt. Esther Avenue

(40,400 sq. ft./El Paso County #8308415005)

Whispering Pine was donated to the Historic Green Mountain Falls Foundation by the Kirkpatrick Oil Company in 2022. This property consists of a 1.5 story cabin that was purchased by John and Eleanor Kirkpatrick in 1965, who spent their summers in Green Mountain Falls. The property will

be used to house artists and guests that are working with Green Box and the Historic Green Mountain Falls Foundation, LLC.

Sallie Bush Community Building (2023)

10795 Ute Pass Avenue

(21,900 sq. ft./El Paso County #8308102009)

The Sallie Bush Community Building was purchased in 2023 from the Church in the Wildwood. The building has been a central piece of the Green Mountain Falls community since the early 1950s. The building is used annually for events during the Green Box Arts Festival, and Green Box is developing a plan for additional programming in the building throughout the year.

Bauer Property (2023)

9620 Chipita Park Road, Cascade, CO 80809

(29.5 acres/El Paso County #8316106002)

This property initially came to the attention of HGMFF in September of 2021, when news was brought to the group about a potential development of 90 short-term rental “tiny homes.” This potential development concerned the HGMFF Board of Governors, who felt the development would negatively impact the town of Green Mountain Falls. Over the next year, the plans for the short-term rental development fell apart, and in August of 2023, HGMFF purchased the property in order to preserve the landscape along the drive into Green Mountain Falls and prevent future inappropriate developments on the land. This property will be used as grazing space for horses living on the Andrew Pittman property through a partnership with Elite Equine Rescue in Colorado Springs. There is also the possibility of developing a trail on the property that would tie into town and county trail systems.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Green Box Arts Project

is a

Nonprofit Corporation

formed or registered on 06/10/2009 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20091318541 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/15/2024 that have been posted, and by documents delivered to this office electronically through 04/19/2024 @ 10:30:32 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/19/2024 @ 10:30:32 in accordance with applicable law. This certificate is assigned Confirmation Number 15959180 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee.
 - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
 - Copy of deed, lease, or written permission of owner for use of the premises.
 - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
 - If not incorporated, a NONPROFIT charter; **or**
 - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
-
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
 - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
 - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
 - Check payable to the Colorado Department Of Revenue

Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



Town of Green Mountain Falls

P.O. BOX 524

GREEN MOUNTAIN FALLS, CO 80819

(719) 684-9414

greenmountainfalls.colorado.gov

Facilities Rental Application

Facility to be Rented: Gazebo Pool Town Hall Other _____

Name of Applicant(s): _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Date of Use: _____

Time of Use: Start: _____ End: _____

Payment is due at time of application: 2 hour minimum - \$200 per/hour fee

Total Hours: _____

Total Cost: _____ (Total Hours x \$200/hour = Total Cost)

The applicant(s) understand and acknowledge that this fee is for reserving a Green Mountain Falls Facility for a specific date and time as listed above. Rental time must include set-up and take-down time. Any overage in time will be billed & charged to the applicants' card on file. The usage of the facility is only for the approved time and date and no guarantee for additional time is implied (others may have rented the same facility immediately before or after). The applicants do hereby release & hold harmless the Town of Green Mountain Falls from any liability which may result from any activity at the Town Facility. **Please schedule and pay for setup and takedown time.**

Signature: _____ *Jesse Stroope* _____ Date: _____

For Office use:

Date received by Town Clerk: _____ Date Approved: _____

Card Number: _____

Expiration Date: _____ Security _____ Code: _____

Billing Address (if different from above): _____

Green Box Pool Usage

Day	Date	Time	Activity
Wednesday	June 19th	9:15 AM to 2:45 PM	Kids Camp
Thursday	June 20th	1:40PM to 2:40PM	Kids Camp
Thursday	June 27th	11:00AM to 2:45PM	Kids Camp
Tuesday	July 2nd	2 PM - 3 PM	Aqua Zumba
Tuesday	July 9th	2 PM - 3 PM	Aqua Zumba
Friday	July 12th	8 PM - 10 PM	Community Pool Party



The Town of Green Mountain Falls

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

June 17, 2024

Memo To: PPRTA Citizens Advisory Committee & Board of Directors

From: Becky Frank, Town Manager

Re: PPRTA 3 Requesting Consideration of an Intergovernmental Agreement between the Town of Green Mountain Falls and the Pikes Peak Rural Transportation Authority to allow the Town to utilize non-PPRTA funding to complete cost estimates for a PPRTA 3 project and request reimbursement in 2025.

The Town of Green Mountain Falls is requesting consideration of an IGA between the Town and the PPRTA which would allow the Town to utilize non-PPRTA funds to complete cost estimating in 2024 for a PPRTA 3 Capital Project and seek reimbursement in 2025. The Capital Project is the approved "Ute Pass Avenue Pedestrian Bridge Safety Improvement." This bridge has been identified as being in poor condition in the CDOT Off-System Bridge Rating Program. The Town intends to apply for grant funding to be used as matching funding to support this project as the anticipated amount of PPRTA 3 will be insufficient to complete all of the Town's A List projects. Approval of this IGA will allow the Town to determine the best course of action for the bridge and any alternatives and will provide the cost estimated required for grant submission. The anticipated cost that the Town will seek reimbursement for this project is expected to be under \$10,000 of the approximate \$94,000 available for Green Mountain Falls Capital Projects in 2025.

If the Board approves the concept, please request that the Board's attorney prepare a draft IGA to submit to the Town's attorney which will be brought to the PPRTA and GMF Board of Trustees for consideration of approval at future meetings.

Thank you for your consideration.

CC: Town of Green Mountain Falls Board of Trustees



MEMORANDUM to Green Mountain Falls Board of Trustees

To: Green Mountain Falls Board of Trustees
From: Staff
Date: 7/2/2024
Re: GOCO Youth Corps Opportunity

Background & Discussion

The attached request for proposals details an opportunity to apply for a Conservation Service Corps Grant. Staff would like to submit an application to host the Mile High Youth Corps in 2025 for 6 weeks to begin trail preparations for the realignment of the America the Beautiful Trail and an additional 2 weeks to do trail maintenance (primarily tree removal and brush clearing) on the already constructed town trail system.

Recommendations

GMF staff is requesting approval of the concept for grant submission. If approved, staff will work with the PRTAC to refine the application.

This document was created on behalf of the Town of Green Mountain Falls by a third party. Please request an accessible version by contacting the Town Clerk at 719-684-9414 X1 or clerk@gmfco.us



Conservation Service Corps Grants

Great Outdoors Colorado (GOCO) and the Colorado Youth Corps Association (CYCA) are pleased to announce the release of the 2025 Conservation Service Corps grant cycle **with up to \$1.2 million in funding** for outdoor recreation, stewardship, and restoration projects completed by conservation service corps members. The goal of these funds is to employ youth and young adults (ages 14-25) throughout the state on critical outdoor recreation and natural resource stewardship projects using the network of conservation service corps accredited by CYCA.

BACKGROUND: Colorado's iconic public lands and natural resources are essential for communities across the state. The U.S. Department of Commerce found that outdoor recreation in Colorado contributed \$13.9 billion to the national gross domestic product and generated more than 130,000 jobs. However, the relatively low unemployment in our state belies that youth and young adults lag behind these circumstances and suffer longer-term impacts on their economic circumstances.

Just as young people are ready and eager to work, our public and protected lands require constant maintenance to ensure they remain accessible. 92% of Coloradans participate in some form of outdoor recreation activity every year—5.4 million people—and 72% recreate outdoors once a week. This growing engagement is matched by increasing challenges to our iconic resources. Our outdoor recreation infrastructure, such as trails and campgrounds, need more expansion and/or maintenance than ever. Climate change is producing conditions conducive to wildfires and the spread of invasive species threaten riparian areas and critical water flow.

Conservation service corps in Colorado engage more than 2000 members annually to perform land, water, and energy projects to conserve resources and steward public lands. These efforts help mitigate the threat of natural disasters, such as flooding and wildfire; return delicate ecosystems back to balance; and maintain recreation infrastructure so they remain accessible for all.

ABOUT US: Since 1992, GOCO has been investing a portion of Colorado Lottery proceeds to help preserve and enhance the state's parks, trails, wildlife, rivers, and open spaces. Our independent board awards competitive grants to local governments and land trusts and makes investments through Colorado Parks and Wildlife. Created by voters, GOCO has committed more than \$1.4 billion in Lottery proceeds to more than 5,700 projects in all 64 counties without a single dollar coming from taxpayers' pockets. For more information, please visit www.GOCO.org.

CYCA is a statewide coalition of 8 conservation service corps that employ and train youth, young adults, and veterans on land, water, and energy conservation projects. Corps are a proven strategy for engaging young people in service to their communities and stewardship of their environment while cultivating in them valuable skills to meet the challenges of the 21st century. For more information about conservation service corps, or to find the accredited conservation corps that serves your region, please go to www.CYCA.org.

General Guidance and Grant Information

IMPORTANT DATES: Applicants must submit applications to CYCA **no later than 4:00pm on Wednesday, August 14th, 2024.** ***We strongly encourage early submissions to avoid missing the application deadline.*** The GOCO Board will make grant awards **in early December.** Successful applicants shall have **one year** from the award date to complete the proposed project and submit final documentation.

APPLICATION REVIEW PROCESS: After receiving an application, CYCA partners with GOCO staff and outside peer reviewers to review applications, assess the merits of each project based on the applicant submission, and develop a consensus on which projects to fund. The proposal review committee reserves the right to request additional or clarifying information; and/or request revisions on any component of the application.

APPLICANT ELIGIBILITY: This program is open to the following entities eligible to receive GOCO open space and/or local government funds:

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

PROJECT/PROPERTY ELIGIBILITY:

- a) Applicants must apply for a minimum of **two weeks of conservation service corps work.** One week of work consists of a minimum of 320 hours of labor (8 people for 40 hours each, for example) inclusive of one-way travel and 4-5 hours per week of on-site education activities for the crew.
- b) The project's primary objective must consist of enhancing/restoring open space, wildlife habitat, or other ecosystem (e.g. noxious weed removal, forest health, fire recovery, flood recovery, riparian restoration, etc.) or constructing/enhancing/restoring trails or other passive recreational infrastructure including signs, fences, tent pads, etc.

Please note: We welcome forest health projects with impacts beyond defensible space where outcomes enhance or restore open space, wildlife habitat, or improve other ecosystem considerations.

- c) The project must occur on land owned or controlled by a:
 - i. municipality, county, or other political subdivision of the state;
 - ii. land trust or other private party when the land is permanently protected by a conservation easement or other permanent use restriction; or
 - iii. federal agency

Please note: while federal agencies are not an eligible applicant, projects that occur on federally managed land are permissible if they are to perform stewardship or restoration projects; or develop improvements for or stewardship of passive recreation, e.g. soft surface trails. The applicant must be a local government or open space organization and they must clearly demonstrate how their community will benefit from the project—such as demonstrable impact on the local economy, improvement of an interconnected riparian area, etc.

- d) Projects must provide a public benefit and comply with any conservation easement, other use restriction, or government policies or procedures concerning management of the property's resources.
- e) Applicant must demonstrate capacity to host a conservation service corps crew and coordinate closely with the corps in advance of submitting a proposal, to ensure the project is appropriate.

TIMELINE FOR COMPLETION: Successful applicants must complete the proposed work within one year of the grant award date. Applicants must respond to a CYCA-generated project evaluation upon completion of the project. GOCO may deauthorize a grant if the project is not completed within that time, or by any extended period authorized by staff or the board.

COSTS AND MATCH: The table below provides a brief description of available crews and the weekly rates for each crew. Please only include requests for conservation service corps labor; materials, equipment, staff time, and any other costs are ineligible for funding but may serve as match. Please discuss any potential project expenses with GOCO to determine the eligibility of those expenses prior to applying. Applications require a minimum of 10% match, 100% of which can be in-kind and may be from the applicant, the conservation service corps, or other contributing project partners. If the applicant is unable to meet this match requirement, please reach out to CYCA to discuss a match waiver justification.

Weekly Crew Rates:		
Day Crew	crews go home each night and travel to the project daily	\$10,175.35/week
Camping Crew	crews camp at or near the project, sponsors should work with the conservation service corps to help secure free camping	\$11,047.51/week
Chainsaw and/or Herbicide Application Crew	includes day crew and camping crews, 80% of the crew is chainsaw trained, or meets state herbicide application compliance requirements	\$13,082.58/week (add \$1,155/wk for use of corps provided chipper)

WORKING WITH A CONSERVATION SERVICE CORPS:

From project planning to completion, it is easy to use a conservation service corps. Corps are high-capacity organizations that are well-prepared; they arrive with the equipment, skills and supervision to succeed. After talking with a potential sponsor, the conservation service corps will match the right type of crew for the project.

Typical projects include:

- constructing and maintaining Colorado’s trail system
- improving outdoor recreation amenities such as playgrounds and parks
- forest health
- restoring wildlife habitat
- installing and dismantling fences
- mitigating and removing invasive species

Shared Project Responsibility

Hosting a conservation service corps requires cooperation, communication, and shared responsibility. Many sponsors ask, “what do I need to provide?” The chart below details how corps generally share responsibility. Of course, a project may require a different breakdown of responsibilities which you can discuss with corps staff as you plan the project.

Conservation Service Corps Responsibilities	Project Sponsor Responsibilities
Pre-project walk-through with sponsor’s staff	Project planning
Adult supervision	Pre-project walk-through with corps staff
Youth/young adult crew (at least 8 people and 320 hours of labor)	Specialty tools (if necessary)

Basic tools	Sponsor staff person available to answer questions and check work regularly
Transportation	Complete an end-of-project evaluation
Camp equipment & food (if necessary)	Access to free camping (if necessary)

What Conservation Service Corps Are

- Youth, young adult and veteran workforce development programs
- Programs focused on developing youth and young adults through service
- Programs focused on providing veterans experience for post-service conservation careers
- Programs focused on environmental education and ethic of stewardship

What Conservation Service Corps Are Not

- Professional contract-work crews
- Volunteer programs
- Recreation or summer camp programs
- Court-ordered or juvenile-offender diversion programs
- Wilderness therapy or mental health counseling

PROJECT PROMOTION: Applicant must agree to promote a funded project using social and traditional media.

CONTACT: We encourage you to review all application materials and discuss any questions or concerns that arise throughout the process before submitting your proposal. We look forward to working with you!

Please direct questions about applicant or project eligibility to:

Sammie Trotter

GOCO Program Officer

720.576.4112

strotter@goco.org

For all other inquiries, please contact:

Tom Dillow

Associate Director

(303)717-5659

tdillow@cyca.org

To locate and contact the conservation service corps serving your area, please visit

<https://www.cyca.org/hire-a-corps/>

Submit the following documents to Nancy Weil, nweil@cyca.org. CYCA strongly encourages submission via email but please contact CYCA if you wish to submit via an alternative means, e.g. fax, standard mail, FedEx, in-person, etc.

Document 1: Full Project Proposal

Please submit a single document (PDF preferred) comprised of the following **in the order listed**:

- Summary Form
- Proposal Narrative *Please include the HEADINGS with your answers; limited to THREE (3) pages*
- Proposals should include at least **TWO** (2) maps: 1) a project location map showing the location in its larger context, including labeled towns and numbered highways, and 2) a detailed map for each discrete project location showing the specific project area and components in sufficient detail. Please label the maps and appropriately reference them in the narrative proposal. Format maps for 8 ½" x 11" paper.
- Assurance and Signature Page
- Letter of authorization from holder of the conservation easement or other use restriction that indicates that the anticipated work does not violate the easement/use restriction (**IF APPLICABLE**)

Please note that CYCA will not accept CDs, DVDs, videos, brochures, or any other additional attachments.

Applicants will be provided a receipt upon submission to CYCA.



APPLICANT INFORMATION

Name: _____ **Title:** _____
Organization Name: _____
Organization Type: Select an Organization Type
Phone: _____ **Email:** _____
Partnering Conservation Service Corps: Select a Youth Corps

TECHNICAL CONTACT INFORMATION

Contact person for coordination of technical aspects of project (if different from applicant, above)
Name: _____ **Title:** _____
Organization Name: _____
Phone: _____ **Email:** _____

PROJECT INFORMATION

Project Title: _____
Property Name: _____
Landowner Name: _____
Property Type: Select a Property Type
County/Counties: _____
What entities will facilitate the required 4 hours of education per week: (check all that apply)
 Applicant Conservation service corps External facilitator Other:

BUDGET INFORMATION

Select from the pulldown menu the type of conservation service corps crew requested and number of weeks for that crew type:

Example	Crew Type: <i>Day Crew</i>	Weeks: 2	Total \$: \$20,350.70
Crew Type:	Select a Crew Type	Weeks:	Total \$:
Crew Type:	Select a Crew Type	Weeks:	Total \$:
Crew Type:	Select a Crew Type	Weeks:	Total \$:
Crew Type:	Select a Crew Type	Weeks:	Total \$:
Crew Type:	Select a Crew Type	Weeks:	Total \$:

TOTAL AMOUNT REQUESTED:

MATCH INFORMATION

Please input the matching funds provided, cash or in-kind (if applicable):

Item	Source	Calculation	Cost
<i>Example: Chipper</i>	<i>Trees R Us</i>	<i>4 weeks at \$1,000/wk</i>	<i>\$4,000</i>

TOTAL MATCH PROVIDED:



SUMMARY FORM

BRIEF PROJECT DESCRIPTION

In the box below, provide a brief summary/overview of your proposal (100 words or less):

Answer each of the following Selection Criteria questions: Three (3) pages maximum, 11-point type, 1-inch margins. Please include the question title **(not the entire question)** and answer each question.

1. **PROJECT OVERVIEW, NEED, and BENEFITS:** Describe in detail the work activities that will be performed during this project. Include the expected outputs of the project, such as miles of trail built, acres of invasive species to be removed, acres of forest thinned, etc.

How is this project a priority for your community? Describe the specific needs being met by this project, who will directly benefit from this project, and the impacts and outcomes if this project is not undertaken.

2. **PLANNING & READINESS, and SUSTAINABILITY:** Describe the planning process for this project, including who was involved in the project development. Are all approvals, permits, and other required components in place? If not, describe the status of those components. Are there any barriers to completing the project by December 31, 2024?

Describe the sustainability of this project and its impacts, and who will be directly responsible for those activities. For example, consider the following when reflecting on the long-term stewardship plans for your project:

Specific to invasive species projects: describe the upstream contamination and how that will impact this project's sustainability. Describe the downstream contamination and how this project may impact those areas. Who will provide monitoring? Who will eradicate re-growth? What resources are in place to commit to those efforts in future years?

Specific to trail construction projects: describe what the planned maintenance for this trail will be in future years, based on use, location, weather, etc. Who is committed to performing this monitoring and maintenance? What resources are in place to commit to those efforts in future years?



ASSURANCE, AUTHORIZATION, & SIGNATURE FORM

ASSURANCE

I certify that I am authorized to sign on behalf of the applicant and that, if awarded a grant for this project, the applicant will comply with the grant administration requirements of both GOCO and CYCA. I further certify that the applicant collaborated on this proposal with the conservation service corps indicated and that the conservation service corps is fully aware of and agrees to the scope of the project, budget, and timeline.

Name and title of conservation service corps staff consulted on this proposal:

Name:

Title:

AUTHORIZATION TO RELEASE FUNDS

Applicant recognizes that it will not receive payment from GOCO. By its signature below, applicant hereby authorizes GOCO to make payment on its behalf directly to CYCA in the event this project is chosen for funding.

SIGNATURE

(electronic and pdf signatures are accepted)

Name:

Title:

Organization Name:

Signature:

Date:

**AGREEMENT FOR RECOVERY OF
COLLECTION ACCOUNTS**

THIS AGREEMENT made and entered into this 27th day of June 2024 by and between Town of Green Mountain Falls Colorado (hereinafter referred to as “Client”), and Integral Recoveries, Incorporated (hereinafter referred to as “Agency”). This Agreement revokes and supersedes all prior agreements between parties.

WHEREAS, Agency conducts an account recovery service in regard to accounts and is duly licensed, where appropriate, for such purpose; and

WHEREAS, Client desires to utilize the services offered by Agency in order to receive payments on its accounts.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

- 1) **TERM OF THE AGREEMENT.** This Agreement shall become effective on the day of and shall remain in effect until terminated as provided herein.
- 2) **RESPONSIBILITIES OF THE PARTIES.** Client agrees to use the recovery services of Agency and to assign accounts to Agency at its discretion.

Agency agrees to use its best efforts to recover such accounts listed with Agency and to render such other services as are reasonably necessary to recover payments on said accounts.

- 3) **CONSIDERATION.** In consideration of Agency’s performance pursuant to this Agreement, Client agrees to pay Agency a contingency in the following manner:

Contingency Fee	25% without litigation
	35% if litigation is necessary

Any payments made directly to Client on any accounts listed with Agency shall be included in the amount recovered by Agency and notice of the payment shall be given to Agency immediately upon receipt of such payment. Agency may calculate, add, collect, and retain non contractual interest and will only post interest after the principal balance is paid in its’ entirety.

On or about 15 days after the end of each month, Agency shall remit to Client a statement containing a summary of the accounts listed with 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, including fees owed on payments made directly to Client. Client grants and conveys to Agency full authority to endorse checks,

drafts, money orders, and other negotiable instruments which may be received in payment.

Client agrees to pay a one percent (1%) per month late fee on any fees due Integral in excess of 45 days from date of remittance invoice.

4) LEGAL ACTION. Agency agrees to obtain written authorization from Client before it initiates legal proceedings on any listed accounts.

Agency is responsible for and shall pay all court costs and attorney fees associated with obtaining a money judgment including enforcement and shall recover such costs from the debtor from first monies recovered. Client shall be responsible for its own attorney fees should it become subject of a counter suit resulting from its own actions but may agree to employ Agencies attorney for same. In addition, the parties agree that Agency shall have the right to retain any and all amounts awarded by the court as post-judgment interest. Such amounts shall only be collected by Agency after all other principal, costs, and interest have been recovered for Client.

Agency is responsible for and shall pay all court costs and attorney fees associated with obtaining a money judgment including enforcement and shall recover such costs from the debtor from first monies recovered. Client shall be responsible for its own attorney fees should it become subject of a counter suit resulting from its own actions but may agree to employ Agencies attorney for same. In the event that an award is made against agency and or client resulting from clients actions, client agrees to be responsible for repayment of any and all such awards. In addition, the parties agree that Agency shall have the right to retain any and all amounts awarded by the court as post-judgment interest. Such amounts shall only be collected by Agency after all other principal, costs, and interest have been recovered for Client.

5) INDEPENDENT CONTRACTOR. The parties expressly understand and agree that Agency is an independent contractor unrelated to Client or any of its Affiliates. Nothing in this Agreement is intended to create a relationship, express or implied, of employee-employer or principal-agent between Client and Agency or between Client and any individual employed or provided to work under this Agreement by Agency.

6) SUSPENSION OF WORK. Client may choose to suspend or recall a specific account placed with agency. At such time of suspension or recall, Agency shall suspend or terminate all action in regard to subject account and either wait for Clients instruction to continue its' efforts or return the account back to Client. Agency shall receive its fee subject to the rates in paragraph three (3) should Client receive payment on subject account.

7) CREDIT REPORTING. Integral will not report accounts to any credit reporting agencies.

8) CLIENT WARRANTIES. Client warrants that all accounts placed with Agency are valid and legally enforceable debts and are not disputed or subject to any defense, offset, set-off, counterclaim or bankruptcy proceeding, unless otherwise disclosed in writing to Agency by Client. Client shall immediately notify Agency, in writing, of any disputes or any bankruptcy notification received by Client subsequent to placement of an account with Agency.

Client further warrants that no fees, interest, or charges of any kind have been added to the principal balance of the accounts assigned hereunder unless previously disclosed to Agency.

9) AGENCY WARRANTIES. Agency warrants that it will perform the collection services described in this Agreement in a professional and workmanlike manner in full accordance with the terms of this Agreement, applicable laws, and the highest standards of the industry.

10) INDEMNIFICATION AND INSURANCE. Agency agrees to indemnify, defend and to hold Client harmless from any claims, demands, liabilities, judgments, damages, expenses, and losses incurred by Client, including court costs and reasonable attorney's fees, to the extent such claims, demands, liabilities, judgments, damages, expenses and losses arise out of, or are based upon, the Agency's fraudulent, criminal or willful acts of misconduct or its reckless or negligent acts or omissions in the performance of its duties under this Agreement. Agency agrees to notify Client within seven (7) days of any claim, demand or lawsuit made against Client.

Agency shall carry, at its sole expense, general liability insurance providing comprehensive coverage.

Client likewise agrees to indemnify, defend and to hold Agency harmless from claims, demands, liabilities, judgments, damages, expenses and losses incurred by Agency, including court costs and reasonable attorney's fees, to the extent that such claims, demands, liabilities, judgments, damages, expenses and losses arise out of, or are based upon, the Client's fraudulent, criminal or willful acts of misconduct or its reckless or negligent acts or omissions in the performance of its duties under this Agreement. Client agrees to notify Agency within seven (7) days of any claim, demand or lawsuit made against Agency.

11) CONFIDENTIALITY. All knowledge and information acquired, directly or indirectly, which is not already in the public domain by Agency during the term of this Agreement concerning the business affairs, operations, customer bases, and financial data of Client is deemed to be confidential and proprietary to Client, will be held in trust and

confidence by Agency, and Agency shall use its best efforts to maintain in confidence such knowledge and information and prevent disclosures to others. Accordingly, Agency agrees to take reasonable steps to guard Client's confidential and proprietary information.

Likewise, all knowledge and information acquired, directly or indirectly, which is not already in the public domain by Client during the term of this Agreement concerning the business affairs, operations, customer bases, and financial data of Agency is deemed to be confidential and proprietary to Agency, will be held in trust and confidence by Client, and Client shall use its best efforts to maintain in confidence such knowledge and information and prevent disclosure to others. Accordingly, Client agrees to take reasonable steps to guard Agency's confidential and proprietary information.

12) CLIENT REPORTS. Agency will provide the Client with following reports as needed:

- *Acknowledgment Report.* This report identifies all of the accounts referred to Agency for bad debt recovery.
- *Remittance Report.* This report identifies all accounts for whom the Client has received direct payments.
- *Client Batch Recovery Report.* A monthly report recording placements, recoveries and closes for that particular month.

13) COMPLIANCE WITH LAWS. Agency shall comply with all applicable federal and state statues and regulations relating to the provision of services hereunder.

14) PROVISION OF RECORDS. Agency shall provide to client copies of any and all records that agency generates in connection with provision of services hereunder, including, but not limited to, computer records and notes, upon Client's written request.

15) TERMINATION. This Agreement may be terminated at any time by either party and for any reason on thirty (30) days written notice to the other party. Such notice shall not affect any obligation on the part of either party which arose out of the assignment of accounts prior to such termination.

16) GOVERNING LAW. This Agreement shall be deemed to have been made and accepted in Arapahoe County, and the laws of the State of Colorado shall govern any interpretations or constructions of this Agreement.

17) SEVERABILITY. The invalidity and unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision.

18) TITLES AND HEADINGS. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Agreement.

19) SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the parties to it and their successors and assigns, provided no assignment shall relieve the assigning party of its obligations under the Agreement.

20) INTEGRATION AND UNDERSTANDING. There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth and in the documents specifically incorporated herein. All previous communications concerning the subject matter of this Agreement are hereby superseded and this Agreement shall constitute the entire and integrated Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above. Each party hereto, by executing this Agreement below, states that it has read and understands this Agreement in its entirety.

Integral Recoveries, Inc.
333 W. Hampden Ave #650
Englewood, CO 80110
Phone: 303-788-0477
Fax: 303-781-3756

Town of Green Mountain Falls Colorado
10615 Unit B
Green Mountain Falls Rd.
Green Mountain, CO 80819
Phone: 719-684-9414

Terry Boe

By: _____

by: _____

Title: _____

Title: _____

Date: _____

Date: _____

This document was created on behalf of the Town of Green Mountain Falls by a third party. Please request an accessible version by contacting the Town Clerk at 719-684-9414 X1 or clerk@gmfco.us



Municipal Court Proposal

Debt Collection Services

October 20, 2023

Presented to: Town of Green Mountain Falls
Bo Ayad – Court Clerk & Treasurer
10615 Unit B
Green Mountain Falls Rd
Green Mountain Falls, CO 80819

Prepared by:

Lorenzo Urrutia
Regional Sales Director
Integral Recoveries, Inc.
750 W. Hampden, Suite 501
Englewood, CO 80110
Direct: 303-317-8430
Email: lorenzo@integralrecoveries.com
www.integralrecoveries.com

Integral Recoveries, Inc. – Providing Effective Receivable
Solutions Professionally and Ethically since 1995

Purpose

The purpose of this report is to provide detailed company information on Integral Recoveries, Inc., and a proposal for collection services to Municipal Courts in the interest of providing a solution to your delinquent account recovery needs.

Integral Recoveries is a Colorado corporation headquartered in Englewood.

Integral Recoveries Business Model



Integral blends these key areas to provide exceptional recovery performance and client service with a recovery program designed specifically for your organization, maximizing liquidations on bad debt placements.

Opportunities

Integral Recoveries has been providing effective receivable solutions since 1995. We offer a competitive and simple contingency pricing agreement.

Contingency Placements: *Our contingency rates are competitive with industry standards and our rate of return is exceptional. Using Integral Recoveries' resources to resolve delinquent debts can help you substantially increase netback revenue and avoid the significant overhead and infrastructure requirements associated with managing debt. In the proposed structure below, with an add-on collection fee, typically allowable by established ordinance or statute, our collection services are essentially without charge to the Court.*

The collection fee that will be added to the existing fines and court costs will be retained by Integral Recoveries, Inc. for its services. As discussed, we propose a collection fee of 25% of the outstanding balance. When added to the existing fees, fines, and costs, this will result in a 20% contingency fee on funds collected for Integral Recoveries. This rate is currently in use by the State of Colorado Judicial Department as well as the many Municipal Courts in Colorado we provide recovery services to. With the addition of the collection fee, which is added when the Court deems the account delinquent, the defendant will incur the cost of collections as a direct result of non-payment. When a defendant pays in full, the City, will, in turn, be entitled to the full balance of its' fines and court costs before the addition of collection fees.

Included in this Program:

- Trained, professional staff available to handle incoming inquiries, requests, and/or payments by local or toll-free telephone numbers both during normal business hours and nights and weekends that may be convenient for defendants.
- Trained, professional staff generating outbound calls, when appropriate, to facilitate payment, respond to inquiries or requests, negotiate best possible arrangements based on individual situations. Specific autodialed campaigns will be generated for this project in addition to manual phone attempts.
- Letter series including initial demand, payment reminder letters, broken promise letters, postdated check reminder letters, and others appropriate for individual account situations. Notices can advise defendants that they are not able to pay via check depending on the Court's policies.
- Skiptracing efforts outlined herein utilizing industry best products for location and asset searches.

- All phone and notice efforts can direct defendants to pay the Court directly, eliminating delay in payment remittance and problems in warrant releases.
- Convenient account placement options including online at www.integralrecoveries.com “Client Access” capability, fax, Excel spreadsheet, many compatible electronic files, secure FTP transmission, emailed text files or client internal forms.
- Recurring reports including:
 - **Acknowledgment Reports** - This will confirm that we received the placement(s) and have begun debt recovery efforts. It is sent weekly whenever placements are received. Case numbers are included for reference purposes.
 - **Status Reports** are sent monthly, providing current information on each account actively placed with Integral Recoveries with a clearly defined activity log and legend, case reference number, status, original and current amount due, among other information.
 - **Invoice** is sent on or about the 15th of each month, when transactions warrant. These will include all financial transactions by each individual account for the previous calendar month, outlining amounts received on placed accounts that are reported by the Court, identify the collection fees received, and calculate the remittance amount due to Integral Recoveries, Inc.

Section
3

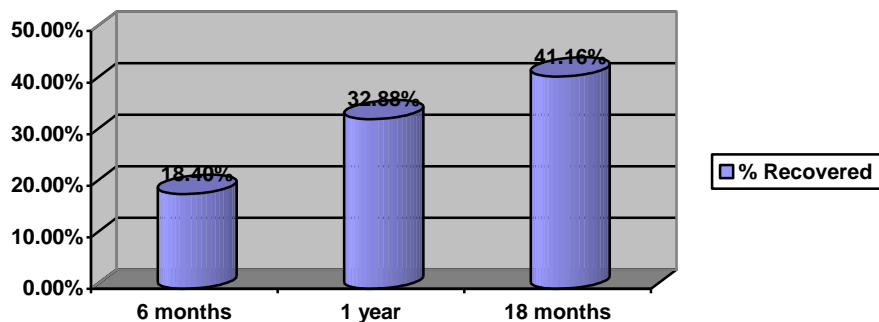
Historic Collection Rates

Integral provides its clients recovery performance that is well in excess of industry averages. We are proud to provide services to more than 70 Courts in the State of Colorado. Below is a chart of a sample of our collection success rates, specifically for Colorado Municipal Courts.

Court	Placements	Collections	% of Recovery
A	\$3,742,911	\$1,831,474	48.90%
B	\$4,510,268	\$2,866,780	63.60%
C	\$1,383,908	\$829,819	60.00%
D	\$2,173,601	\$1,126,081	51.80%
Totals	\$11,810,688	\$6,654,154	56.08%

Table: Most recent data for delinquencies placed with Integral (primary placements) from Municipal Court clients that have been active for more than 365 days.

Recovery Success Rates, Government Services-Municipal Courts



Integral can provide an exceptional rate of return at a great value for the Court. Our efforts will provide the Court with substantial revenue gains on accounts placed up to 6 years delinquent.

Company Overview

Integral Recoveries, Inc. is a licensed and bonded corporation founded in 1995 for the purpose of providing third-party debt collection and litigation services. We have established ourselves as a leader in accounts receivable services.

Mission

Our mission is to resolve past due accounts utilizing state of the art information gathering, effective negotiations, and persistence. We take a strategic approach to debt recovery. Each account is researched thoroughly by experienced professionals in order to take the most effective course of action.

Client Base

Integral Recoveries, Inc. is proud to have contracted for collection support services with multiple Court entities throughout since the inception of a very similar project through the Colorado Judicial Department in 1998. These services include the recovery of County and District Court fees, fines, civil awards, and restitution, including Juvenile cases. The Colorado Judicial Department is the branch of state government which is charged by the State Constitution with the administration of all judicial functions of the state government.

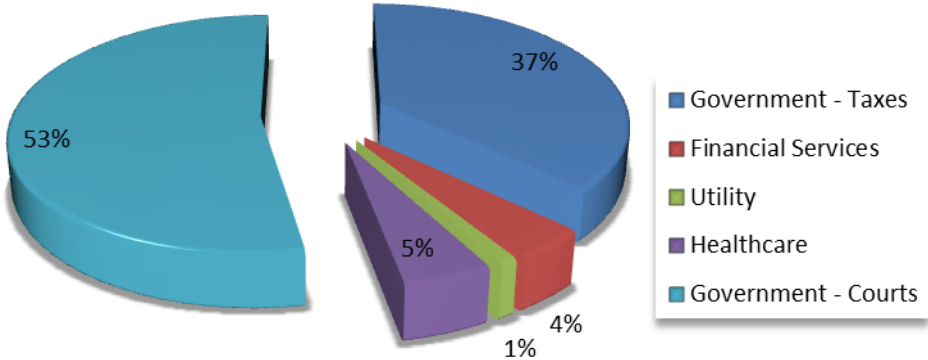
Although we began with just one County Court at the inception of this project, our superior performance, professionalism, and client support has resulted in Integral Recoveries, Inc. contracting with the majority of Counties and Districts throughout the state. We have helped Courts in Colorado recover over \$69 million dollars to date.

We have played an integral role in the success of this project, which has resulted in significant revenue advantages for the state and its courts. Our work with these courts has led us to branch out our services to include several Municipal Courts as well, such as the cities of Littleton, Thornton, Louisville, Westminster, Northglenn, Firestone, Castle Rock, Lakewood, Superior, Centennial, Arvada, Morrison, Denver, Federal Heights, and Boulder.

We are also currently contracted by the Colorado Department of Revenue for a personal and commercial tax collection project we have been working since August of 2004. We currently compete against two other agencies for this project and have consistently outperformed them.

Integral Recoveries, Inc. has been providing collection services since 1995 and our Key Personnel have significant experience managing Government collection projects. Approximately 90% of our major clients are Government entities. Our experience with similar projects will present a great benefit to those Courts that select Integral Recoveries, Inc. as their contractor.

Integral Recoveries Client Breakdown



Accounts Placed by Type of Debt

Business Type	Placement Days	Number of Accounts Placed
Government Services - Taxes	365	328,282
Government Services – Court	365	665,809

Please see below a list of Government entities that we provide collection services for:

- Colorado Department of Revenue
- Colorado Judicial Department
- Denver County Court
- Littleton Municipal Court
- Arvada Municipal Court
- Centennial Municipal Court
- Morrison Municipal Court
- Lakewood Municipal Court
- Thornton Municipal Court
- Northglenn Municipal Court
- Boulder Municipal Court
- Federal Heights Municipal Court
- Louisville Municipal Court
- Castle Rock Municipal Court
- Superior Municipal Court

- Firestone Municipal Court
- Arapahoe Courts
- Larimer Courts
- Jefferson Courts
- Douglas Courts
- Adams Courts
- Denver Courts
- El Paso Courts
- Pueblo Courts
- Boulder Courts
- Rio Grande Courts
- Las Animas Courts
- Bent Courts
- Garfield Courts
- Mesa Courts
- Prowers Courts
- Baca Courts
- Logan Courts
- Otero Courts
- Grand Courts
- Saguache Courts
- Conejos Courts
- Clear Creek Courts
- Washington Courts
- Moffat Courts
- Crowley Courts
- Alamosa Courts
- Summit Courts
- Morgan Courts
- Pitkin Courts
- Weld Courts
- Cheyenne Courts
- Lake Courts
- Montrose Courts
- Delta Courts
- Gunnison Courts
- San Miguel Courts
- 18th Judicial District – Multidoor Court
- Ouray Courts
- Lincoln Courts
- Yuma Courts
- Teller Courts
- 4th Judicial District / Probation
- Gilpin Courts
- Costilla Courts
- Mineral Courts
- Sedgwick Courts
- Fremont Courts
- Rio Blanco Courts
- Montezuma Courts
- Dolores Courts

There are other Municipalities in Colorado that are in the process of establishing similar debt recovery projects with Integral Recoveries, Inc.

We have established ourselves as a leader in Government accounts receivable services. All of our clients receive a high level of service from Integral, but our Government Service clients comprise a large amount of both our account placements and revenues, making our relationships with them critical to us. Our performance and service levels reflect the continued dedication we have to our clients in this industry.

Client References

Integral Recoveries, Inc. has provided a superior level of service to our Court clients. They are a great reference for those Courts that are evaluating us. Please see below. More references are available upon request.

Thornton Municipal Court
Contact: Diane Maes
(720) 977-5420
9551 Civic Center Parkway
Thornton, CO 80229

Denver County Court
Contact: Terrie Langham
(720) 865-7800
1437 Bannock Street
Denver, CO 80202

Lakewood Municipal Court
Contact: Rosalyn Sanchez
(303) 987-7420
445 S Allison Pkwy
Lakewood, CO 80226

Centennial Municipal Court
Contact: Holly Watt
(303) 754-3380
13133 E. Arapahoe Road
Centennial, CO 80112

Additional references available on request.

Staff

At Integral, we require excellent performance and professionalism from our employees, and in return provide superior benefits and work atmosphere. Our turnover rate is well below the industry average.

The typical account representative at Integral has over 6 years of third-party collection experience – experience critical in providing you with professional representation and industry best performance.

We have a department that exclusively works Court debts, our Government Services-Court Recovery Division. When the Court assigns accounts, they can be assured that they are being handled by trained professionals with significant specialized experience in Court debt recovery.

Our key personnel have a combined 65 years of experience in delinquent account recoveries. Below are short bios on our key personnel.

Managing Principal - President

Terry Boe – Terry will be a primary contact for data conversion and program implementation. A summary of Terry’s qualifications is as follows:

B.A. Communications / Public Relations University of Northern Iowa. Sixteen years experience in industry as Collector, Collection Supervisor, Collection Manager, and Marketing & Sales Manager. Experience as key project manager serving Colorado Judicial Department District, County and Juvenile Court Network, Colorado Department of Revenue and the Municipal Courts of Thornton, Boulder, Westminster, Federal Heights, Commerce City, Greeley, Denver, Littleton, Lakewood, Superior, Arvada, Centennial, Morrison, Castle Rock, and Northglenn.

Terry can be reached by telephone at 800-660-8450, 303-788-0477 or by e-mail at terry@integralrecoveries.com.

Production Manager

Chris Landers - Responsible for collection staff production, scheduling, and file maintenance among other day to day duties. Chris will be available for any personnel or status-related inquiries. A summary of Chris’s qualifications is as follows:

Auburn University. Over 14 years of experience as a debt collector and manager, overseeing multiple Government Services collection projects.

Chris can be reached by telephone at 303-317-8440 or by e-mail at chris@integralrecoveries.com.

Compliance Officer

Jessica Reid - Is the Compliance Officer and has worked in the collection Industry for over 20 years. She recently started her 19th year with Integral Recoveries. At the start of her career, she was an entry level account representative but spent many years as a Department Supervisor before taking on the role of Compliance Supervisor, then becoming the Compliance Officer in 2016. Prior to coming to Integral, she was also in the collection industry for two years.

Jessica can be reached by telephone at 303-317-8434 or by email at jessi@integralrecoveries.com.

Training

The latest innovations in equipment and technology are effective tools in our industry, and Integral Recoveries has embraced them. However, we feel that the most effective tool is a professionally trained account representative, with strong communication skills, specialized product knowledge, and solid work ethic. We invest significant time and financial resources to hire and train effective account representatives. By the time they are prepared to make recovery attempts, we are confident that they encompass the following characteristics:

- Professionalism – they have been sufficiently trained and tested on FDCPA to represent both Integral Recoveries and the Court. The quality of their work has been monitored by our management staff and deemed up to our high standards. Their approach is one of resolution and is designed to maximize recovery without using tactics that can lead to complaints by treating defendants with dignity and respect at all times.
- Product Knowledge – all employees will be trained to understand specific types of debts in their assigned departments placed for collection and provide rebuttals to their objections. They will have access at all times to experienced supervisors and managers to “talk-off” accounts when necessary.
- Logical Process / Location Tool Use – employees follow a logical process always focused on recovering the debt in the shortest time possible. Asset investigation begins in the initial stage of the collection process, providing us with negotiation leverage.

All employees assigned to Court accounts will receive additional specialized training to provide them knowledge of the following:

- Schedule of fees, fines, and costs
- Court policies and procedures
- Violation descriptions
- Court contact information to direct defendants to pay
- Warrants

Our current training program is extensive. After training and testing our staff on their knowledge of the Fair Debt Collection Practices Act, we train and test them on our collection system. Floor supervisors and managers continually monitor collector calls for compliance and training purposes. Account notes are randomly reviewed for FDCPA compliance. All FDCPA complaint calls, written complaints or client notification of complaints are directed to managers for review and action, if necessary. Trainees are subject to intensive “hands on” training by our Collection Supervisors which covers policies and procedures and provides direction in their initial month of employment and beyond. Effective employees that provide consistent, quality effort are the result.

Our training process includes:

- FDCPA compliance, state and federal
- self study, self paced training material review
- individual testing
- one on one training
- Debt\$Net
- call simulations with Supervisor/Manager

- 90-day development period consisting of call monitoring, Supervisor/Manager “talk off”

At Integral Recoveries, Inc., we require excellent performance and professionalism from our employees, and in return provide superior benefits and work atmosphere. Our turnover rate is well below the industry average. All employees are checked against Civil and Criminal databases prior to hire. They also undergo an interview process with a Managing Principal, Collection Manager, or both. Staff members have extensive knowledge and training on the Fair Debt Collection Practices Act. We pay the highest commission rate in the industry, treat our staff with great integrity, and provide benefits that are above and beyond the standard for our industry. We have bilingual members of staff to enhance our collection capability for non-English speaking defendants. Our ongoing training regiment results in quality collection performance as well as the most professional standards in the industry. Our staff includes multiple account representatives with State and Municipal Government Court debt collection experience.

Our employee handbook can is comprehensive and provided to all employees of Integral Recoveries, Inc. Areas addressed in handbook include the following:

- EMPLOYEE RELATIONS
 - Equal Opportunity Employer
 - Harassment Policy
 - Complaint Procedure
 - Open Door Policy
 - Personnel File Access and Confidentiality
 - Health / Life Insurance Package
 - 401K Retirement
 - Promotions / Career Advancement
 - Training and Assistance
 - Workweeks / Schedule
 - Breaks and Lunches
 - Pay: Paychecks, Deductions, Raises
- ON THE JOB
 - Performance / Job Requirements and Evaluations
 - Code of Conduct
 - Conflicts of Interest
 - Use of Company or Customer Property
 - Relationships with Clients, Employees, Competitors
 - Safety & Security
 - Visitors
 - Inspection of Company Facilities
 - Personal Property
 - Work Area
 - Solicitation and Distribution of Literature
 - Image / Dress Code
 - Timekeeping
- ABSENCES
 - Comprehensive Time-Off Benefits (CTO)
 - Flex Time
 - Leaves of Absence
 - Absenteeism

- Fair Debt Collection Practices Act
- CONFIDENTIALITY OF INFORMATION

Confidentiality

In accordance with the Gramm Leach Bliley Act of 1999 and HIPAA, Integral's policy is to protect consumer and client information. We do not engage in information sharing with outside organizations. Confidentiality of all information will be respected, and no confidential information will be distributed or sold to any third party nor used by Integral Recoveries or its' employees in any way except as expressly authorized by a resulting contract.

Our internal processes, which include intensive training, solutions for disaster recovery, professional document shredding and secured storage both onsite and in offsite facilities ensure compliance.

Account documentation is stored in lockable file cabinets and accessed only in the course of business by assigned personnel. We also use an offsite storage facility where we store older documentation (over 1 year) which is accessible by managing principals. Payment information in paper format is shredded onsite. If stored in Debt\$Net software, critical payment information is hidden after entry.

We have contracted with Shred-It Document Management to supply us with secure paper elimination. Our policy requires that sensitive paperwork either be filed as designated or placed in one of our several Shred-It Document Management disposal stations, which are only accessible by their designated staff and which contents are removed weekly for shredding.

Integral Recoveries is not subject to any extraordinary regulatory oversight and strictly adheres and abides to State and Federal Fair Debt Collection Practices Act.

Technology

We have integrated technology into our collection services. We currently employ Debt\$Net collection software. Our collection system operates on Microsoft Windows XP network and workstations. Adjustments and fees can be added to single or multiple accounts based on a variety of fields. Our system has experienced less than 1% downtime.

Our network is secured by a firewall that protects our systems from security risks. SonicWall protects us from unauthorized file access through the use of assigned security certificates. Symantec software provides us with daily updated virus and spyware protection.

Our collection software stores all account related information (including records of all account assignments, receipt and remittance history, and transaction summaries).

Integral has built in redundancies for disaster recovery. There are two separate back-ups performed daily. One is a tranvan type tape backup performed on-site. The most recent tape leaves the site daily with a managing principal. The other back up tapes are stored in a fire resistant safe. The other process utilizes a secure internet interface. Essential data is backed up to a server located in Atlanta, GA. A confirmation e-mail is sent daily with the status of the back up. Once a week, all essential data is backed up to a server located off site. This server is operational and could be immediately used in the case of a major disaster.

Our collection system has different levels of users. For example, a collector can only manipulate a limited portion of the system restricted to job tasks. The same would go for data entry and cash receipts. Passwords are confidential and knowledge of them is limited to each individual employee, who is assigned a single sign-on access to the system. All levels of all systems are controlled by password with management controlling access.

Integral Recoveries utilizes a Vodavi multi-line phone system with digital caller identification at each employee station. Our software and phone system is used in conjunction with Global Connect virtual dialer, which enables virtual messaging and touch-tone prompted immediate connections on specialized individual campaigns designated by client.

Programming

Integral Recoveries, Inc. will provide resources from our organization (Terry Boe and staff) and establish necessary communications and resources from our software vendor. Our technical staff includes Mike Roulette, who has the following certifications and capabilities:

- Microsoft, MCSA, MCSE, MCDST, MCSD
- Cisco, CCNA
- Novell, Novell CNE
- Unix, Red Hat Linux, Sun Solaris, SunOS
- CompTIA, A+, Network, Server, Security

We have successfully established secure electronic data links transmitting similar information for other Government clients and can assure the Court that we will make every effort to assist in the completion of automated transfers or other methods of account placement.

License, Insurance, Bonding

Integral Recoveries, Inc. has been licensed since our inception in 1995 with the Colorado Collection Agency Board. We have never had an action taken against us by the board.

Integral Recoveries, Inc. is a member of ACA International and has an "A+" rating with the Better Business Bureau of which we are an accredited member.

Integral Recoveries, Inc. also maintains superior levels of insurance and all required bonds and licenses for states outside of Colorado we conduct business in. Copies of our insurance levels are available upon request.

Debt\$Net Collection System

Debt\$Net is a comprehensive PC-based financial collection system designed specifically for collections that Integral Recoveries, Inc. has used since its inception. Below are just some of the features of this system, many of which are customizable for the needs of our organization and our clients. Please visit www.debt.net for additional information.

- Full Trust Accounting - DEBT\$NET™ maintains an up-to-date trust account. It handles debtors' payments, adjustments, NSF reversals, client's payments, set-up fees, trust account adjustments, direct payments, forward commissions, and direct payment invoices. You can even place a hold on a debtor payment you suspect won't clear the bank, so you don't pay your client prematurely.
- Client Statements - DEBT\$NET™ is flexible in the production of statements and the handling of your clients' accounts. You can close the billing period and produce statements as often as you require. You can bill your clients as Net Remit or Gross Remit and control whether client balances carry forward or deduct balances from current collections. You can immediately invoice your clients for direct payments. You can easily adjust client accounts for payments received, corrections to invoices, or trust account transactions.
- Automated Dunning Notices - DEBT\$NET™ lets you create more than twelve hundred notices of your own design. The content of a notice is totally free form, letting you set up any kind of notice you need and easily pull information from the DEBT\$NET™ files into your notice. Besides the standard notice variables, you can calculate data and create your own variables, you can chain notices into a series and have multiple dunning notice series as well. Design one dunning series to accommodate medical collections and another for commercial or retail collections. As accounts are processed through the dunning series, you can automatically turn them over to a collector for a call. The dunning series can update the status, priority, or collector assigned to the account. They can interrupt the notification sequence, restart it, or redirect it at their discretion. Collectors can even print quick notices without interrupting the processing of the dunning series. DEBT\$NET™ can also export notices to outsource companies.
- Collector Contact Screens - We have optimized the collector contact screens for quick and efficient debtor contact. Collectors can contact debtors, set up payment plans, take incoming calls, help other collectors, and schedule follow on actions. We have provided options to work a list of scheduled calls for today or a list of all the accounts assigned to them. The collector can work campaigns by ordering the list by balance, status, date last worked, client, or priority. The contact screens provide instant access to information on the debtor, multiple accounts, payments, payment plans, contact notes, post dated checks, notice history, etc. The contact notes are unlimited in size. The contact deferral feature automatically reminds collectors when it is time for a same day call back at a specific time.
- Payment Plan Processing - Payment plans are easily set up with DEBT\$NET™'s promise system. DEBT\$NET™ manages the plan and can automatically issue a delinquency letter or schedule a collector call if a payment is late. Collectors no

longer have to keep tabs on their payment plans. They only have to handle delinquencies.

- Payment Receipt Processing - Receive and account for debtor payments quickly and efficiently. DEBT\$NET™'s payment transaction processing is designed to minimize data entry requirements and record accurately against affected accounts. Use default settings to apply payments received against balances owed or manually apply payments as you wish. Track payment methods include cash, check, credit card, or electronic funds transfer. Record direct payments to clients and DEBT\$NET™ will update client statements appropriately.
- User-Definable Screens - DEBT\$NET™ lets you create your own user-definable screens. These screens let you easily handle the special tracking requirements of your agency. You can also add new fields to the standard debtor and account screens.
- Auto Dialing - The collector work screens have the DEBT\$NET™ power dialer feature built in. The collector can point and click and have their computer dial any of the debtor phone numbers.
- Password and Menu Level Security - DEBT\$NET™ lets you control user access to sensitive business information. DEBT\$NET™ is not only password protected but allows you to specify who can access each menu of the program. Collectors can be kept from financial and client screens, and even limited from updating some fields of debtor information such as name and social security number.
- Client Reporting - DEBT\$NET™ provides numerous reports to support the management of your clients. These include: Client Activity and Status Reports, Client Acknowledgments, Twelve Month Recovery Report, Client Cancel and Return Report, and Trust Account Summary.
- Collector Productivity Tracking - DEBT\$NET™ helps you monitor collector productivity and performance. It tracks commissions, collector activity, and contact frequency as well as the number of accounts collected, amount collected month-to-date and year-to-date activity. DEBT\$NET™ also has a "Collector Monitor" Extended Service Option which lets you closely supervise the daily operations of your collectors.
- Definable Client Commission Structures - DEBT\$NET™ lets you create variable rate commission formulas to match how you do business with each of your clients. You can base your formulas on the account age, amount assigned, average monthly client volume, flat fee, or payments received.
- Unlimited Contact Notes - DEBT\$NET™ provides unlimited contact notes. Collectors are allowed to add new notes, but not modify old entries. The administrative staff has unrestricted access to all contact notes. Stamping date, time, and the initials of the collector into the notes provides an audit trail when updating critical data such as status of the account and entering contact notes.
- Debtor/Account Handling - DEBT\$NET™ allows comprehensive tracking of debtors, multiple accounts per debtor, interest, check return fee, agency fees, legal fees, contact dates, and much more. We provide debtor and account handling through the base working screen - a central work area that provides point and click access to all the information required to process an account from assignment to 'paid in full'.

- Extended Debtor Search - DEBT\$NET™'s extended search tool will save you time trying to locate debtors and accounts in your system when only partial information is provided. The extended search solves the problem of how to apply a payment to a debtor when the name on the check doesn't match a debtor in your system. Search by name, phone number, client information, account information, or other fields. DEBT\$NET™ will display all records which match the information you have provided, letting you make the final selection.
- State and Agency Contact Restrictions - State and agency restrictions let system users know about legal issues or when special account handling is required. Restrictions can stop mailings to the debtor and provide on-screen warnings and instructions to collectors. Use state restrictions for issues such as licensing in a State. Create agency restrictions to manage special handling cases.
- Debtor Statements and Payment Coupons - Prepare and send debtor statements and payment coupon books to remind debtors of payment obligations. Debtor statements are a unique notice type showing debtor balances owed on their account(s). Debtor statements can be produced monthly or as required, independent of notice processing or other scheduled actions. Payment coupon books can be created by collectors when payment plans are set up.
- Post Dated Check Processing - Capture Post Dated Check information and let DEBT\$NET™ keep track of payment processing. DEBT\$NET™ allows you to design and send pre-deposit notices, review post dated checks on file, and automatically deposit them at the scheduled time.
- System Administration and Utility Functions - Manage system security, your own business process steps, and collector activity through DEBT\$NET™'s many system administrative and utility menu options. Protect your business data by setting up passwords, limiting access, and creating restrictions. Define agency operations through creation of status codes, automating the type and sequence of notice actions, and defining your own screens and fields to capture special data required by your agency. Support business relationships by setting up client-specific controls, defining commission codes, and customizing messages on acknowledgments and statements. Monitor individual collector productivity, review projected activity, and balance collectors' workloads. DEBT\$NET™ lets you be in control.

Collection Methodology and Process

The key to successful implementation is an organized, thorough account work plan that can be used to monitor and control collection activities. Integral Recoveries focuses on effective location and asset search and effective collection technique encompassing the knowledge necessary to handle all situations arising in collection scenarios, increasing the amount of defendants we contact and create urgency to pay. The result for the Court is increased revenues on delinquent accounts and consistent performance in excess of the capabilities of other collection agencies.

Based upon five key areas, we have developed a work plan for your program that has been a great success with other entities that we work with and will maximize recoveries for you.

1. The plan will be developed in conjunction with the Municipal Court's policies and procedures, which we ensure full compliance throughout the contract term through education of our staff.
2. A knowledgeable, experienced staff will be utilized for your program. Our current staff of Court collection specialists will be used as representatives for your Court and provide ongoing training and assistance to new representatives.
3. We will utilize our knowledge of your defendants and their individual and business obligations to facilitate full payment of their obligation in the shortest time frame possible.
4. Integral Recoveries will maintain consistent communications with your organization and provide all reports necessary to ensure that our levels of quality and collection meet or exceed your expectations at all times.
5. We will continue to develop and modify our work plan to maintain a lasting partnership with you to assist in your recovery needs now and in the future.

Account Representatives Collection Attempts

To effectively persuade consumers that resolving their obligation to your organization is a top priority, it is critical that the account representative analyze their responses and determine their questions, concerns, and financial capabilities in conjunction with the

profile provided. The representative must listen for clues during the conversation as to what will motivate payment as quickly as possible.

The following outline is a general guide to the account representative when seeking account resolution and information from the defendant and third parties:

- Ask for and verify the defendant by full name
- Identify himself/herself with Integral Recoveries as an agency representing the Court in a collection capacity (as designated), making a firm demand for payment in full
- Verify residence address and contact telephone number(s)
- Obtain place of employment / determine employment status
- Obtain additional sources of income
- Obtain current financial information
- Set up the best possible arrangement based on this information and effective negotiation technique
- Create urgency to pay the Court
- Have consumer repeat specific arrangements
- Queue account for follow up confirmation

If a third party is reached:

- Ask for spouse (if any)
- Ask for alternate number(s) defendant can be reached at
- Obtain place of employment / determine employment status
- Determine best time to reach defendant
- Leave name and number / have third party repeat

Our employees are trained to resolve consumer obligations without the use of rude or abusive tactics. In our experience, this will do nothing but alienate them and create complaints for clients. Our collection operation is conducted in a manner that will protect your valued reputation. The most effective collection techniques, which Integral Recoveries employs, encompass the following characteristics:

- Professionalism
- Listening Skills
- Information Gathering
- Negotiation
- Mutual Resolution

Intensive outbound call attempts will be made on accounts placed by our skilled account representatives. They can include both manual phone attempts and dialer campaigns through GlobalConnect autodialer. Managers and supervisors monitor calls and performance for quality purposes.

The diligent efforts of our account representatives are the greatest asset that we offer you. Their efforts are the main reason of our success in recovering such a significant amount of revenue for the Courts.

Notices

Integral Recoveries' letter series is professionally designed and situation specific. They are computer driven and linked to a software vendor.

The letters are specifically designed to inform, educate, and establish urgency to pay.

Our notices provide:

- Visual impact
- Clear conveyance of the urgency of the situation and solicitation of resolution at the earliest possible date
- Initial demand in accordance with FDCPA
- Multiple points of contact for Integral Recoveries
- Payment remittance information
- Court address / contact info
- Acceptable methods of payment
- Understandable text and format
- Clear indication of amount(s) due and due date(s)

Hours of Operation

Hours of Operation are as follows:

- Monday 8am-8pm MST
- Tuesday 8am-8pm MST
- Wednesday 8am-8pm MST
- Thursday 8am-8pm MST
- Friday 8am-4:30pm MST
- Saturday 9am-12pm MST
- Sunday OFF

Calls from our office are only made between 8am – 9pm at the consumer's location in compliance with FDCPA. Our collection software system, Debt\$Net, will put an easily recognizable note in bright color of the local time on any account that is accessed outside authorized calling hours. Account Representatives recognize the note and refrain from initiating phone calls, preventing any calls from being made that are in violation.

Location Information / Asset Searches

Integral has state-of-the-art skip tracing capabilities and a wide range of the most effective tools in our industry to obtain current demographic information, employment, and other attachable assets such as real property. Our Key Personnel have the experience and expertise to know what skip tracing products produce the newest and most accurate information.

All accounts placed are scrubbed via our mail service provider, Compumail, vs. databases that may provide a more recent, updated address or other information such as bankruptcies or notifications of those deceased.

When no phone number(s) are provided, or a provided number is verified incorrect, skiptracing efforts will be made. Our staff is given access to the top tools in the industry and training on how to use them most effectively.

We currently have access to major databases built with public and private records consisting of motor vehicle registrations, magazine subscriptions, and post office change of address, telephone directory assistance, voter registrations, real estate transactions, tax assessor property information, credit bureaus, voter registration files, warranty and registration cards, and U.S. census data among other sources.

These services include an interactive information system that gives us access to current information and phone numbers plus change of address records. We can search by name, address, social security number or telephone number. Additional information provided included names, addresses and phone numbers of neighbors and additional household members.

Included in these databases are the National Change of Address databases of the U.S. Postal Service and electronic white page directories of the regional telecommunications operating companies.

Integral Recoveries is continually seeking new and innovative products and services that can enhance our ability to meet client needs. Each product and service is carefully evaluated prior to subscription or purchase.

Tools that will be used include but are not limited to:

- InfoUSA – name, address, phone number, and reverse search capability.
- National Credit Bureau Reports – call creditors for location information, look for recent inquiries report and call those that appear to be someone reviewing an application, review credit standing for collectability.
- Accurint – powerful and widely regarded database of updated defendant location information searchable by multiple fields including SSN, name, and address.
- Quickinfo – “Fetch” product provides a timeline of possible addresses, provides information as to public records such as property ownership.
- Flatrateinfo – database of possible addresses and phone numbers associated with the defendant.
- Netronline Public Record database – links to property ownership / valuation records throughout the nation through Tax Assessor Links. Provides valuable information on real estate ownership which can provide us with an asset on the defendant, verification of location information, or information on landlord(s) for the defendant.
- “nearbys” – nearby residents of the address where we have information the defendant resides will be contacted to obtain location information for the defendant.
- “mults” – look for relatives, especially with unique last names, to contact for location information on the defendant.
- “small town skip” – in small cities/towns, it can be effective to call grocery stores, large employers, police stations, and bars/restaurants among other establishments where the debtor lives to obtain location information on the defendant.

Successful skiptracing can have as much to do with the approach of the representative as the tools that are available to him/her. We have found that friendliness, patience, tact, privacy, and determination are keys to Integral’s success in location and asset searches.

Defendant's financial situations change, and even if they are difficult to locate now, they are likely to resurface at some time in the future. We have a unique account status, "SRC", which stands for Skiptrace Review Cycle. While in this status, accounts are "flagged" to be automatically scanned against Accurint/Lexis Nexis extensive database of current location information monthly. If a new address or phone number is identified, the account is automatically updated, giving us a fresh start on contacting the defendant and recovering funds for the Court.

Court Responsibilities

The State of Colorado has established legislation that allows for Courts to add an additional 25% fee on top of unpaid fees/fines assessed to defendants as a collection fee. Unpaid accounts are then assigned to a collection agency, with that fee being paid to the agency when the Court receives payment. Many municipalities have piggy-backed on this legislation and program, establishing ordinances that allow for the add-on fee.

The Court would enter into a written agreement with Integral Recoveries, Inc. to provide collection services.

The Court and Integral Recoveries, Inc. would work out a method for the Court to assign unpaid cases for collection. Integral Recoveries, Inc. can accept virtually any method that is most convenient to the Court, including online at www.integralrecoveries.com "Client Access" capability, fax, excel spreadsheet, many compatible electronic files, secure FTP transmission, emailed text files or client internal forms.

The Court will regularly give Integral Recoveries, Inc. notice of all payments received on cases assigned for collection. Integral will send a monthly invoice for collection fees on the 15th of each month for all payments reported during the previous calendar month.

The Court will also regularly notify Integral Recoveries, Inc. of any waivers or adjustments to be made on assigned accounts.

Conclusion

We are available for anything you require additionally, including on-site visits, follow-up interviews, an oral presentation or more information needed on Integral Recoveries, Inc., or this proposal. We are prepared to make a commitment of our resources to the Municipal Courts and will strive to establish a long-term relationship between our organizations that will provide a solution to your debt recovery needs.

Individual Municipal Courts will receive the best possible recovery performance and service from Integral Recoveries, Inc. Choosing Integral Recoveries, Inc. also means you have selected a quality organization that will protect the sensitive information the Court provides, while also upholding the image of the Court by conducting business professionally and ethically.

This project can generate a significant amount of revenue for the Municipality. We at Integral look forward to the opportunity to work with you.

Lorenzo Urrutia
Regional Sales Director
Integral Recoveries, Inc.