



Town of Green Mountain Falls

**Board of Trustees Meeting Agenda
10615 Green Mountain Falls Road
Tuesday February 20th, 2024 at 7:00pm**

Join Zoom Meeting

<https://us02web.zoom.us/j/81481631397?pwd=d1FMd3NxT1czeG5hTVBSUVNVMTdXdz09>

Meeting ID: 814 8163 1397

Passcode: 216805

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) Meeting Minutes from the 2024-02-06 BoT Meeting
4. REPORTS
 - a) Mayor and Trustee Reports
 - b) Staff Reports
5. PUBLIC COMMENT: 3 Minutes per speaker
6. BUSINESS ITEMS
 - a) Ordinance 2024-01
 - b) 2023 Budget Amendment Hearing- Resolution 2024-03
 - c) Contract Award-CMS of Colorado Springs, Inc.-El Paso County Community Development Block Grant 2023, Gazebo Bridge Rehabilitation & ADA Accessibility
7. DISCUSSION ITEMS
8. CORRESPONDENCE
 - a) Paid Sick Leave
 - b) GMF Economy Overview
9. PUBLIC COMMENT: 3 Minutes per Speaker

10. ADJOURN

TOWN OF GREEN MOUNTAIN FALLS
Regular Board of Trustee Meeting
February 6th, 2024 – 7:00 P.M.

MEETING MINUTES

Board Members Present

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

Town Manager

Becky Frank

Town Clerk

Bo Ayad

Board Members Absent

Town Attorney

Marshal's Dept.

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. All Board members were present.

2. Additions, Deletions, or Corrections to the Agenda

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

3. Consent Agenda

A correction in Paragraph 4 should read "State Level" and not "State Lavel". Trustee Guthrie motioned to approve the minutes from 2024-01-09 with the correction. Trustee Ives seconded the motion which passed unanimously.

3. Reports

Mayor Dixon reported on the Broadband study and encouraged participation in the study. Mayor Dixon also recognized Joe Olds for his years of service to the Town and community. Town Manager reported on the nearly completed pump station and related timelines. Town Clerk reported on COLOTRUST after passing the 6 month mark for the additional investment in that vehicle. PWD highlighted plowing and sanding operations as well as equipment maintenance. Jesse Stroope of PRTAC gave an overview of the Arc Nimbus art installation that was administratively approved.

4. Public Comment

Lisa Bonwell presented the new "Building Ute Pass Community" which is a non-profit. Their first sponsored event is the 86th annual Bronc Day.

6. Business

6A) FOUPT 2024 Agreement

The Town Manager presented the 2024 FOUPT Maintenance Agreement which was budgeted for in the 2024 Budget. No terms or cost changes since last year. Trustee Guthrie motioned to approve, seconded by Trustee King. Motion carried.

6B) 86th Annual Bronc Day Application & Fee Waiver

Trustee Guthrie motioned to approve the application, seconded by Trustee King. The motion passed unanimously. Trustee Guthrie motioned to waive the event fee seconded by Trustee King. Motion carried. Trustee Guthrie motioned to waive the traffic control fee seconded by Trustee Ives. Motion carried with the Town Marshal approving.

6C) Super Skate Event Application

The Town Manager highlighted the upcoming event. Trustee Guthrie motioned to approve the event application, seconded by Trustee King. Motion carried.

6D) Resolution 2024-02 Election Date & Terms

The Town Clerk presented the resolution. Mayor Dixon found an error at the end of the resolution – the Mayor term ends in 2026 and not in 2028. Trustee Donzello pointed out the savings to the Town. Trustee Guthrie motioned to approve- with correction, seconded by Trustee Donzello. Motion carried.

6E) Baseline Engineering PSA

In the Work Session the Trustees asked to have clarity added to the contract in the areas of the fees being hourly and the termination clause.

Trustee Guthrie motioned to approve- with corrections, seconded by Mayor Dixon. Motion approved 3 to 2 with Trustees Ives and Donzello opposed.

6F) Bills: 2024-1006, 24-1155 & 24-1168

Mayor Dixon presented 3 bills on the State Level that he would like to testify on. He's asking the Trustees if they would like him to take a position on behalf of the Town. Trustee Guthrie motioned to support HB 24-1006 and to authorize the Mayor to represent the Town. Trustee Donzello seconded, motion carried with Trustee King abstaining and Trustee Ives opposed. Trustees decided to not act either way on 1155 & 1168.

6G) GMF Sanctuary Status

El Paso County took the stance that the County does not have Sanctuary Status. Mayor Dixon is seeking to define whether GMF holds Sanctuary Status and whether or not to join El Paso County's letter to the Governor.

7. Correspondence

8. Discussion Items

9. Adjournment

At 8:11 pm Mayor Dixon called to Adjourn the meeting.

TOWN OF GREEN MOUNTAIN FALLS

ORDINANCE NO. 2024-01

**AN ORDINANCE AMENDING ARTICLE III OF CHAPTER 8 OF THE
GREEN MOUNTAIN FALLS MUNICIPAL CODE RELATING TO
PARKING REGULATIONS IN THE TOWN**

WHEREAS, the Town desires to amend sections of the Green Mountain Falls Municipal Code (the "Code") to make updates to parking regulations in the Town; and

WHEREAS, the Board of Trustees finds that these amendments are in the best interest of the Town and its citizens.

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

Section 1. Section 8-42 of the Code is amended by the deletion of the following definitions: residential parking permit and one-day visitor permit.

Section 2. Sections 8-43, 8-44, and 8-48 of the Code are hereby deleted.

Section 3. Section 8-45(a) of the Code is hereby amended to read as follows:

- (a) It is unlawful for any person to park a vehicle on any public street in an area marked for residential parking.

Section 4. Section 8-45(c) of the Code is hereby amended by the addition of a subsection (5) to read as follows:

- (5) A vehicle given express permission by the town or its authorized designee.

Section 5. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 6. Safety. The Board of Trustees finds that the adoption of this Ordinance is necessary for the protection of health, safety, and welfare of the public.

Section 7. Effective Date. This Ordinance shall become effective upon approval and 30 days Public Notice.

ADOPTED AND ORDERED PUBLISHED the 20th day of February 2024, at the Green Mountain Falls Town Hall, 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado 80819.

Todd Dixon, Mayor

ATTEST:

Bo Ayad, Town Clerk/Treasurer

Published in the Pike Peaks Courier or Gazette, _____, 2024.

RESOLUTION NO. 2024-03

**A RESOLUTION TO AMEND THE TOWN OF GREEN MOUNTAIN FALLS
2023 BUDGET**

A RESOLUTION APPROPRIATING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING AN AMENDED BUDGET FOR THE TOWN OF GREEN MOUNTAIN FALLS, COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023.

WHEREAS, the Board of Trustees of the Town of Green Mountain Falls has authorized the Budget Officer to prepare and submit a proposed or amended budget to said governing body at the proper time; and,

WHEREAS, The Town's Budget Officer, Becky Frank, submitted a proposed amended budget to the governing body on February 20th, 2024, for consideration; and

WHEREAS, upon due and proper notice, published in accordance with the law, said proposed budget was open for inspection by the public at 10615 Green Mountain Falls Road, Green Mountain Falls, Colorado, a public hearing was held on February 20, 2024, and Residents were given the opportunity to file or register any objections to said proposed budget: and,

WHEREAS, changes in the draft budget were done in such a manner that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of the Town of Green Mountain Falls, Colorado:

Section 1. That estimated expenditures for each fund are as follows:

| | |
|--------------------------|---------------------|
| General Fund | <u>\$854,551.01</u> |
| Capital Improvement Fund | <u>\$456,190.00</u> |
| Conservation Trust Fund | <u>\$30,348.00</u> |

Section 2. That the budget, as submitted herein above summarized by fund, hereby is approved and adopted as the budget of the Town of Green Mountain Falls, Colorado for the year stated above. The Budget hereby adopted shall be signed by the Mayor and made a part of the public records of the Town.

INTRODUCED, READ, PASSED, AND ADOPTED, this 20th day of February 2024.

ATTEST:

Todd Dixon, Mayor

Bo Ayad, Town Clerk/Treasurer

BOARD OF TRUSTEES AGENDA MEMO

| DATE: 2/20/2024 | AGENDA NO | SUBJECT: |
|---|-----------|---|
| Presented by: Becky Frank, Town Manager | | Consideration of Resolution 2024-03, A Resolution to Adopt the Town of Green Mountain Falls 2023 Budget, A Resolution Summarizing Expenditures and Revenues for each Fund and Amending a Budget for the Town of Green Mountain Falls Colorado for the Calendar Year Beginning on the First Day of January 2023, and Ending on the last day of December 2023 |

Background: 2023 was a financially dynamic year for the Town of Green Mountain Falls. A couple of large projects were completed resulting in changes to the Town's ending fund balances for 2023.

Discussion:

The Town completed the PPRTA 2 A-List Stilling Basin Project in 2023. This project was the last of the Town's PPRTA 2 A-List Projects, approved by voters that was required to be completed before the Town could move to B-List Projects and to be eligible for PPRTA funding had to be complete prior to 2025. To complete this project, the Town had a total of \$517,074 available in the form of capital allocations from the PPRTA. The end project cost totaled \$596,327.44. After an anticipated reimbursement from CSU of \$68,335.44 the total anticipated impact to the Town's reserves totals \$10,918.02. PPRTA 3 begins in 2025 and the Town will have capital allocations from the PPRTA that can be utilized to match grant applications to maximize this funding stream.

The heavy rainfall of the June storms required emergency repairs on the Town's unpaved roads system. The Town was included in the El Paso County emergency declaration, allowing the Town to recuperate 75% (\$125,002.26) of these costs. Participation in the emergency declaration positions the Town to apply for funding in 2024 to build more resilient infrastructure and prevent future emergency repairs.

This budget amendment also includes a transfer from the Conservation Trust Fund in the amount of \$30,348.00 to the General Fund to support the Town's parks maintenance and operations. The Town receives approximately \$8,000.00 annually from lottery proceeds that are dedicated for that purpose. This transfer did not occur in prior year's budgets and is necessary for accounting purposes. This budget amendment is also recognizing an assigned fund balance from 2022 of \$153,262.00 and \$7,000 from 2023 which necessitates a transfer from the General Fund to the Capital Improvements Fund (\$160,262.00).

Town of Green Mountain Falls

GENERAL FUND

Budget Status Report - GAAP Basis

Proposed 2023 AMENDED Budget

| | 2021 Budget | 2021 Actual | 2022 Budget Adopted | 2022 Year-end | 2023 Budget Adopted | 2023 Budget YTD 9/2023 | 2023 Proposed Budget Amended |
|---|-------------------|-------------------|---------------------------|----------------------|---------------------------|------------------------------|------------------------------------|
| REVENUE | | | | | | | |
| Intergovernmental Revenue | | | | | | | |
| FEMA Emergency Revenues | | | | | | | 125,002.26 |
| CDOT Transportation Stimulus - Public Works Operations (ARPA) | \$ - | \$ 92,491 | \$ - | \$ - | \$ - | - | - |
| Total Intergovernmental Revenue | \$ - | \$ 92,491 | \$ - | \$ - | \$ - | - | 125,002.26 |
| Taxes | | | | | | | |
| Auto Use Tax- El Paso County | \$ 32,000 | \$ 27,855 | \$ 33,185 | \$ 31,600.00 | \$ 32,000.00 | 3,704.77 | 32,000.00 |
| Auto Use Tax- Teller County | \$ 2,500 | \$ 29 | \$ 2,600 | \$ 4,000.00 | \$ 4,000.00 | | 4,000.00 |
| Motor Vehicle Fees- El Paso County | \$ 2,500 | \$ 2,487 | \$ 2,600 | \$ 2,500.00 | \$ 2,500.00 | 785.04 | 2,500.00 |
| Motor Vehicle Fees- Teller County | \$ 200 | \$ 162 | \$ 210 | \$ 210.00 | \$ 150.00 | | 150.00 |
| HUTF | \$ 30,000 | \$ 29,515 | \$ 31,110 | \$ 29,000.00 | \$ 30,000.00 | 13,107.45 | 30,000.00 |
| Road and Bridge- El Paso County | \$ 1,300 | \$ 1,350 | \$ 1,350 | \$ 2,200.00 | \$ 2,200.00 | - | 2,200.00 |
| Road and Bridge- Teller County | \$ 150 | \$ 139 | \$ 155 | \$ 230.00 | \$ 230.00 | 226.00 | 230.00 |
| Reimbursements- PPRTA (Maintenance) | \$ 40,689 | \$ 45,185 | \$ 99,806 | \$ 99,806.00 | \$ 49,324.00 | 80,426.34 | 49,324.00 |
| Franchise- Cable | \$ 10,900 | \$ 10,580 | \$ 11,303 | \$ 10,400.00 | \$ 10,500.00 | 7,798.70 | 10,500.00 |
| Franchise- Electric | \$ 21,000 | \$ 21,922 | \$ 21,777 | \$ 21,777.00 | \$ 22,000.00 | | 22,000.00 |
| Franchise- Gas | \$ 11,000 | \$ 12,858 | \$ 11,400 | \$ 15,000.00 | \$ 15,000.00 | 25,093.75 | 15,000.00 |
| Franchise- Telephone | \$ 4,200 | \$ 4,200 | \$ 4,305 | \$ 4,200.00 | \$ 4,200.00 | 2,100.00 | 4,200.00 |
| GMF Sales Tax (3% from State DOR) | \$ 150,000 | \$ 269,537 | \$ 175,000 | \$ 230,000.00 | \$ 220,000.00 | 136,253.75 | 220,000.00 |
| PPRBD Construction Use Tax | \$ 17,000 | \$ 14,294 | \$ 17,700 | \$ 13,000.00 | \$ 14,000.00 | 4,297.44 | 14,000.00 |
| Property Tax- El Paso County | \$ 169,684 | \$ 190,047 | \$ 200,135 | \$ 199,855.00 | \$ 192,486.00 | 154,071.07 | 192,486.00 |
| Property Tax- Teller County | \$ 10,725 | \$ 11,874 | \$ 12,357 | \$ 12,357.00 | \$ 11,946.00 | 8,147.66 | 11,946.00 |
| Short Term Rental Occupancy Tax (and regular Lodging Tax - hotels) | \$ 20,000 | \$ 67,153 | \$ 28,000 | \$ 69,000.00 | \$ 70,000.00 | 46,080.53 | 70,000.00 |
| Specific Ownership- El Paso County | \$ 17,600 | \$ 19,923 | \$ 18,250 | \$ 20,000.00 | \$ 20,000.00 | 8,957.25 | 20,000.00 |
| Specific Ownership- Teller County | \$ 850 | \$ 1,176 | \$ 850 | \$ 1,500.00 | \$ 1,500.00 | 667.67 | 1,500.00 |
| Severance/Mineral Lease | \$ 1,400 | \$ 448 | \$ 1,820 | \$ 1,339.53 | \$ 1,340.00 | 1,375.57 | 1,340.00 |
| Tobacco Tax | \$ 400 | \$ 768 | \$ 400 | \$ 400.00 | \$ 400.00 | 238.41 | 400.00 |
| Total Taxes Revenue | \$ 544,098 | \$ 731,501 | \$ 674,313 | \$ 768,374.53 | \$ 703,776.00 | 493,331.40 | 703,776.00 |

| | | | | | | | | |
|---|-------------------|-------------------|-------------------|----------------------|----------------------|-------------------|-------------------|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Fee Revenue | | | | | | | | |
| Court- Traffic | \$ 350 | \$ 350 | \$ 350 | \$ - | \$ 350.00 | 226.00 | 350.00 | |
| Court- Non Traffic Offenses | \$ 200 | \$ 200 | \$ 200 | \$ 160.00 | \$ 200.00 | 560.00 | 200.00 | |
| Animal Licenses | \$ 1,000 | \$ 320 | \$ 1,000 | \$ 275.00 | \$ 350.00 | 375.00 | 350.00 | |
| Business Licenses | \$ 5,000 | \$ 8,652 | \$ 5,000 | \$ 4,500.00 | \$ 5,000.00 | 5,769.00 | 5,000.00 | |
| Land Use- Administrative Review | \$ 5,000 | \$ 4,479 | \$ 5,000 | \$ 8,000.00 | \$ 14,000.00 | 2,587.76 | 14,000.00 | |
| Land Use- Zoning and Arch. Review | \$ 8,075 | \$ 1,550 | \$ 8,075 | \$ 8,000.00 | \$ - | 1,000.00 | - | |
| Land Use- Subdivisions | \$ 2,450 | \$ - | \$ 2,450 | \$ - | \$ - | - | - | |
| Liquor Licenses | \$ 500 | \$ 500 | \$ 1,200 | \$ 725.00 | \$ 725.00 | 375.00 | 725.00 | |
| Short Term Rental Licenses | \$ 11,500 | \$ 16,116 | \$ 11,500 | \$ 9,000.00 | \$ 15,000.00 | 9,939.00 | 15,000.00 | |
| Special Event Permits | \$ 3,000 | \$ - | \$ 3,000 | \$ 1,400.00 | \$ 1,400.00 | 1,753.20 | 1,400.00 | |
| Special Use Permits | \$ 6,000 | \$ 3,695 | \$ 6,000 | \$ 1,200.00 | \$ 1,200.00 | 200.00 | 1,200.00 | |
| Road Cut Permit | \$ - | \$ - | \$ - | \$ - | \$ - | - | - | |
| Gazebo- Rentals | \$ 7,000 | \$ 6,050 | \$ 2,000 | \$ 3,500.00 | \$ 4,000.00 | 3,400.00 | 4,000.00 | |
| Pool- Admissions & Passes | \$ 5,000 | | \$ 5,000 | \$ 3,090.00 | \$ - | 2,722.16 | 2,722.16 | |
| Special Events- Traffic Control Fees | \$ 400 | \$ - | \$ 400 | \$ - | \$ - | 400.00 | - | |
| VIN Checks | \$ 75 | \$ - | \$ 75 | \$ - | \$ - | - | - | |
| Interest | \$ 1,000 | \$ 778 | \$ 1,000 | \$ 750.00 | \$ 750.00 | 313.11 | 750.00 | |
| Marshal's Department | \$ - | \$ - | | | \$ - | - | - | |
| Managed Parking | \$ - | \$ 6,377 | \$ 19,000 | \$ - | \$ - | - | - | |
| Miscellaneous Revenue | \$ - | \$ - | | | \$ - | 534.47 | - | |
| Total Fee Revenue | \$ 56,550 | \$ 49,067 | \$ 71,250 | \$ 40,600.00 | \$ 42,975.00 | 30,154.70 | 45,697.16 | |
| | | | | | | | | |
| Other Revenue | | | | | | | | |
| GMF Promotional Merchandise | \$ 30 | \$ 30 | \$ 20 | \$ - | \$ - | - | - | |
| Total Other Revenue | \$ 30 | \$ 30 | \$ 20 | \$ - | \$ - | - | - | |
| | | | | | | | | |
| | | | | | | | | |
| Total General Fund | | | | | | | | |
| Revenue | \$ 600,678 | \$ 873,090 | \$ 745,583 | \$ 808,974.53 | \$ 746,751.00 | 523,486.10 | 874,475.42 | |
| | | | | | | | | |
| EXPENDITURES | | | | | | | | |
| Administration Department | | | | | | | | |
| Salaries and Benefits | | | | | | | | |
| Labor- Full Time | \$ 123,023 | \$ 123,023 | \$ 150,000 | \$ 150,000.00 | \$ 151,410.00 | 103,409.91 | 151,410.00 | |
| Labor- Part Time | \$ 41,801 | \$ 44,893 | \$ 29,491 | \$ 1,600.00 | \$ 10,000.00 | 480.00 | 1,000.00 | |
| Labor- Health Insurance | \$ 25,667 | \$ 25,667 | \$ 22,584 | \$ 40,900.00 | \$ 42,700.00 | 25,214.00 | 38,000.00 | |
| Labor- Employee Share Health Insurance | \$ 100 | \$ 100 | \$ 100 | \$ (16,500.00) | \$ (8,550.00) | (3,287.00) | (3,287.00) | |
| Labor- FICA (SS and Medicare) | \$ 12,846 | \$ 12,846 | \$ 12,846 | \$ 12,846.00 | \$ 12,347.87 | 7,947.69 | 11,659.37 | |

| | | | | | | | |
|--|-------------------|-------------------|-------------------|----------------------|----------------------|-------------------|-------------------|
| Labor- State Unemployment Insurance | \$ 300 | \$ 300 | \$ 300 | \$ 300.00 | \$ 350.00 | 234.08 | 350.00 |
| Labor- Workman's Comp | \$ 500 | \$ 500 | \$ 500 | \$ 4,050.00 | \$ 4,100.00 | 3,977.38 | 4,100.00 |
| Labor- Retirement | \$ 1,803 | \$ 1,803 | \$ 8,820 | \$ 8,820.00 | \$ 9,684.60 | 6,189.88 | 9,144.60 |
| Labor- Cell Phone Stipend | \$ 720 | \$ 720 | \$ 720 | \$ - | \$ - | | - |
| Total Salaries and Benefits | \$ 206,760 | \$ 209,852 | \$ 225,361 | \$ 202,016.00 | \$ 222,042.47 | 144,165.94 | 212,376.97 |
| <u>Operations</u> | | | | | | | |
| Insurance- Surety Bond | \$ 200 | \$ 200 | \$ 415 | \$ 415.00 | \$ 600.00 | 1,137.26 | 600.00 |
| Maintenance- Building | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000.00 | \$ 1,000.00 | 1,578.09 | 1,000.00 |
| Publications- Code | \$ 3,000 | \$ 3,000 | \$ 400 | \$ - | \$ - | | - |
| Publications- Legal Notices | \$ 600 | \$ 600 | \$ 600 | \$ 300.00 | \$ 500.00 | 870.07 | 500.00 |
| Supplies- Office | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 3,000.00 | \$ 2,500.00 | 3,081.48 | 2,500.00 |
| Training- Professional Development, Per Diem | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 2,500.00 | \$ 5,000.00 | 3,694.53 | 5,000.00 |
| CARES Act Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | | - |
| Utilities- Electric | \$ 1,400 | \$ 1,400 | \$ 1,400 | \$ 1,600.00 | \$ 1,600.00 | 1,419.62 | 1,600.00 |
| Utilities- Natural Gas | \$ 1,400 | \$ 1,400 | \$ 1,400 | \$ 1,400.00 | \$ 1,400.00 | | 1,400.00 |
| Utilities- Telephone/ Internet | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 5,000.00 | \$ 5,000.00 | 2,560.74 | 5,000.00 |
| Total Operations | \$ 17,600 | \$ 17,600 | \$ 15,215 | \$ 15,215.00 | \$ 17,600.00 | | 17,600.00 |
| Total Administration | | | | | | | |
| Department Expenditures | \$ 224,360 | \$ 227,452 | \$ 240,576 | \$ 217,231.00 | \$ 239,642.47 | 168,470.02 | 229,976.97 |
| <u>Elected Officials</u> | | | | | | | |
| Training-Professional Development | | | | | \$ 2,000.00 | | 2,000.00 |
| Contributions to Other Organizations | | | | | \$ 5,400.00 | 5,400.00 | 5,400.00 |
| Total Elected Officials | | | | | | | |
| Expenditures | | | | | \$ 7,400.00 | | 7,400.00 |
| <u>Interdepartmental Expenditures</u> | | | | | | | |
| Merit-based wage increase for all staff based on evals | | | | | | | |
| <u>Professional Services</u> | | | | | | | |
| Services- Audit | \$ 6,250 | \$ 6,250 | \$ 6,250 | \$ 5,500.00 | \$ 6,000.00 | 5,900.00 | 6,000.00 |
| Services- IT | \$ 3,500 | \$ 3,500 | \$ 3,500 | \$ 7,000.00 | \$ 7,000.00 | 4,780.00 | 7,000.00 |
| Services- Marketing | \$ 2,500 | \$ - | \$ 1,000 | \$ - | \$ 1,000.00 | | 1,000.00 |
| Services- Professional | \$ 10,000 | \$ 20,000 | \$ 20,000 | \$ 22,000.00 | \$ 15,000.00 | 2,791.00 | 30,000.00 |
| Services- Town Attorney | \$ 43,109 | \$ 43,109 | \$ 20,000 | \$ 23,000.00 | \$ 20,000.00 | 18,464.76 | 20,000.00 |
| Total Professional Services | \$ 65,359 | \$ 72,859 | \$ 50,750 | \$ 57,500.00 | \$ 49,000.00 | 24,304.08 | 64,000.00 |
| <u>Operations</u> | | | | | | | |
| Election | \$ - | \$ - | \$ 6,000 | \$ 2,000.00 | | 141.74 | - |
| Fees- Annual Dues, Licenses, Memberships | \$ 1,500 | \$ 1,700 | \$ 1,700 | \$ 1,800.00 | \$ 2,500.00 | 803.20 | 2,500.00 |
| Fees- Banking Charges | \$ 500 | \$ 500 | \$ 500 | \$ 500.00 | \$ 500.00 | | 500.00 |

| | | | | | | | |
|--|-------------------|-------------------|-------------------|----------------------|----------------------|------------------|-------------------|
| Fees- Payroll Processing | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000.00 | \$ 1,000.00 | | 1,000.00 |
| Fees- Software | \$ 10,500 | \$ 10,500 | \$ 10,500 | \$ 10,500.00 | \$ 11,000.00 | 9,742.87 | 11,000.00 |
| Fees- Tax Collection | \$ 2,800 | \$ 2,800 | \$ 2,800 | \$ 2,800.00 | \$ 2,000.00 | 1,509.49 | 2,000.00 |
| Insurance- Property/ Casualty Liability Premiums | \$ 21,233 | \$ 21,233 | \$ 22,495 | \$ 24,000.00 | \$ 25,000.00 | 23,545.66 | 25,000.00 |
| Insurance- Workman's Comp- Board Members | \$ 150 | \$ 150 | \$ 150 | \$ - | \$ - | | - |
| Miscellaneous Expense | \$ 13,830 | \$ - | \$ 15,000 | | \$ - | | - |
| Transfers- Capital Improvement | \$ - | \$ - | \$ - | \$ - | \$ - | | - |
| Total Operations | \$ 51,513 | \$ 37,883 | \$ 60,145 | \$ 42,600.00 | \$ 42,000.00 | 35,742.96 | 42,000.00 |
| Total Interdepartmental Expenditures | \$ 116,872 | \$ 110,742 | \$ 110,895 | \$ 100,100.00 | \$ 91,000.00 | | 106,000.00 |
| Judicial Department | | | | | | | |
| <u>Professional Services</u> | | | | | | | |
| Services- Professional | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000.00 | \$ 1,000.00 | | 1,000.00 |
| Services- Prosecutor | \$ 1,500 | \$ 1,500 | \$ 1,500 | \$ 1,500.00 | \$ 1,600.00 | 1,632.40 | 1,600.00 |
| Total Professional Services | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500.00 | \$ 2,600.00 | | 2,600.00 |
| Total Judicial Department Expenditures | \$ 2,500 | \$ 2,500 | \$ 2,500 | \$ 2,500.00 | \$ 2,600.00 | - | 2,600.00 |
| Public Safety Department | | | | | | | |
| <u>Salaries and Benefits</u> | | | | | | | |
| Labor- Full Time (Marshal) | \$ 62,825 | \$ 62,825 | \$ 62,825 | \$ 70,000.00 | \$ 55,300.00 | 63,695.15 | 55,300.00 |
| Labor - Part Time (Deputy Marshal) | \$ 21,760 | \$ 21,760 | \$ 21,760 | \$ 6,000.00 | \$ 25,700.00 | See Above | 25,700.00 |
| Labor- Health Insurance | \$ 12,789 | \$ 11,122 | \$ 11,292 | \$ 11,700.00 | \$ 11,000.00 | 8,298.85 | 11,000.00 |
| Labor- Employee Share Health Insurance | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000.00 | \$ - | | - |
| Labor- FICA | \$ 4,806 | \$ 4,806 | \$ 4,806 | \$ 4,806.00 | \$ 6,200.00 | 4,885.30 | 6,200.00 |
| Labor- State Unemployment Insurance | \$ 100 | \$ 100 | \$ 100 | \$ 100.00 | \$ 100.00 | 121.96 | 100.00 |
| Labor- Workman's Comp | \$ 1,500 | \$ 1,500 | \$ 1,500 | \$ 4,050.00 | \$ 4,100.00 | 3,977.31 | 4,100.00 |
| Labor-Retirement | | | \$ 14,156 | \$ 10,100.00 | \$ 3,320.00 | 2,292.72 | 3,320.00 |
| Labor- Cell Phone Stipend | \$ - | \$ - | \$ - | \$ - | \$ 720.00 | | 720.00 |
| Total Salaries and Benefits | \$ 104,780 | \$ 103,113 | \$ 117,439 | \$ 107,756.00 | \$ 106,440.00 | 83,271.29 | 106,440.00 |
| <u>Operations</u> | | | | | | | |
| Fees- Annual Dues, Licenses, Memberships | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000.00 | \$ 2,000.00 | | 2,000.00 |
| Insurance- Surety Bond | \$ 200 | \$ 200 | \$ 200 | \$ 200.00 | \$ - | | - |
| Maintenance- Vehicle | \$ 4,250 | \$ 4,250 | \$ 4,250 | \$ 4,250.00 | \$ 2,000.00 | 3,827.83 | 5,000.00 |
| Lease - Vehicle | | | | | \$ - | | - |
| Supplies- Ammunition | \$ 500 | \$ 500 | \$ 500 | \$ 500.00 | \$ 500.00 | 771.33 | 1,000.00 |

| | | | | | | | |
|---|-------------------|-------------------|-------------------|----------------------|----------------------|-------------------|-------------------|
| Supplies- Clothing | \$ 1,000 | \$ 1,000 | \$ 1,000 | \$ 1,000.00 | \$ 1,200.00 | | 1,200.00 |
| Supplies- Fuel | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000.00 | \$ 3,500.00 | 1,590.42 | 3,500.00 |
| Supplies- Office | \$ 700 | \$ 700 | \$ 700 | \$ 700.00 | \$ 700.00 | 62.01 | 700.00 |
| Supplies- Operational | \$ 4,000 | \$ 4,000 | \$ 4,000 | \$ 6,000.00 | \$ 6,000.00 | 15,364.93 | 15,365.00 |
| Training- Certifications | \$ 400 | \$ 400 | \$ 400 | \$ 400.00 | \$ 400.00 | | 400.00 |
| Training- Professional Development, Per Diem | \$ 2,000 | \$ 2,000 | \$ 2,000 | \$ 2,000.00 | \$ 2,000.00 | 536.40 | 2,000.00 |
| Utilities- Electric | \$ 400 | \$ 400 | \$ 400 | \$ 400.00 | \$ 400.00 | 133.57 | 400.00 |
| Utilities- Natural Gas | \$ 900 | \$ 900 | \$ 900 | \$ 900.00 | \$ 900.00 | | 900.00 |
| Utilities- Telephone/Internet | \$ 360 | \$ 360 | \$ 360 | \$ 360.00 | \$ 360.00 | 702.86 | 360.00 |
| Total Operations | \$ 18,710 | \$ 18,710 | \$ 18,710 | \$ 20,710.00 | \$ 19,960.00 | 22,989.35 | 32,825.00 |
| | | | | | | | |
| Total Public Safety Department Expenditures | \$ 123,490 | \$ 121,823 | \$ 136,149 | \$ 128,466.00 | \$ 126,400.00 | 106,260.64 | 139,265.00 |
| | | | | | | | |
| | | | | | | | |
| Parks and Recreation Department | | | | | | | |
| <u>Parks Operations</u> | | | | | | | |
| Part time employee/Contractor for Grounds Maintenance | \$ 9,768 | \$ - | \$ 13,350 | \$ 13,350.00 | \$ - | 3,005.00 | |
| Services - Contracted Labor | \$ - | \$ 1,440 | | | \$ - | | - |
| Maintenance- Grounds | \$ 1,000 | \$ 1,414 | \$ - | \$ 1,700.00 | \$ 4,755.00 | 1,806.36 | 5,000.00 |
| Maintenance - Facility/Building | | | | | \$ - | | - |
| Maintenance - Equipment | | | | | \$ 300.00 | | 300.00 |
| Services - Wildfire Mitigation | | | | | \$ - | | - |
| Services - Wildlife Mitigation | \$ 1,000 | \$ - | \$ - | | \$ 1,000.00 | | 1,000.00 |
| Supplies Operational | \$ 700 | \$ 50 | \$ - | \$ 3,000.00 | \$ 3,600.00 | 1,173.39 | 3,600.00 |
| Trail Ambassadors | | | | | \$ 300.00 | | 300.00 |
| Utilities- Electric- Fountain | \$ 2,000 | \$ 1,605 | \$ 2,000 | \$ 600.00 | \$ 2,000.00 | 132.25 | 2,000.00 |
| Utilities- Electric- Gazebo | \$ 1,000 | \$ 479 | \$ 1,000 | \$ 1,000.00 | \$ 1,000.00 | 631.84 | 1,000.00 |
| Total Parks Operations | \$ 15,468 | \$ 4,988 | \$ 16,350 | \$ 19,650.00 | \$ 12,955.00 | 6,748.84 | 13,200.00 |
| | | | | | | | |
| <u>Pool</u> | | | | | | | |
| Pool Contractor | \$ - | \$ - | \$ 20,532 | \$ 20,532.00 | | | |
| Labor- Part Time | \$ 12,000 | \$ - | \$ - | \$ - | | 5,529.93 | 5,529.93 |
| Labor- FICA | \$ 850 | \$ - | \$ - | \$ - | | 142.00 | 500.00 |
| Labor- State Unemployment Insurance | \$ 100 | \$ - | \$ - | \$ - | | 5.59 | 30.00 |
| Labor- Hiring/New Employee Expenses | \$ 280 | \$ - | \$ - | \$ - | | | 200.00 |
| Labor- Workman's Comp | | | | \$ - | | | 500.00 |
| Maintenance- Building | \$ - | \$ 552 | \$ - | \$ - | | 1,443.42 | 4,074.94 |
| Services- Inspections | \$ 130 | \$ - | \$ 130 | \$ 130.00 | | | |
| Food | \$ - | \$ - | \$ - | \$ - | | | |
| Supplies- Office | \$ 50 | \$ - | \$ 600 | \$ 600.00 | | | |
| Supplies- Operational | \$ 300 | \$ 334 | \$ - | \$ - | | 484.21 | 484.21 |
| Supplies- Pool Start Up Funds | \$ 120 | \$ 788 | \$ 120 | \$ 120.00 | | | |

| | | | | | | | |
|---|-------------------|-------------------|-------------------|----------------------|----------------------|-------------------|-------------------|
| Utilities- Electric | \$ 900 | \$ 128 | \$ 900 | \$ 900.00 | \$ 450.00 | 373.08 | 450.00 |
| Utilities- Natural Gas | \$ 630 | \$ - | \$ 630 | \$ 630.00 | \$ 315.00 | | 500.00 |
| Utilities- Telephone/Internet | \$ 210 | \$ 300 | \$ 1,290 | \$ 1,290.00 | \$ 1,290.00 | | 1,290.00 |
| Utilities- Water | \$ 900 | \$ 573 | \$ 900 | \$ 2,700.00 | \$ - | 1,771.94 | 1,771.94 |
| Total Pool | \$ 16,470 | \$ 2,675 | \$ 25,102 | \$ 26,902.00 | \$ 2,055.00 | 9,750.17 | 15,331.02 |
| | | | | | | | |
| Total Parks and Recreation | | | | | | | |
| Department Expenditures | \$ 31,938 | \$ 2,675 | \$ 41,452 | \$ 46,552.00 | \$ 15,010.00 | 16,499.01 | 28,531.02 |
| | | | | | | | |
| | | | | | | | |
| Public Works Department | | | | | | | |
| <u>Salaries and Benefits</u> | | | | | | | |
| Labor- Full Time | \$ 96,316 | \$ 86,940 | \$ 116,022 | \$ 116,022.00 | \$ 127,000.00 | 76,639.63 | 127,000.00 |
| Labor- Part Time | \$ 1,310 | \$ 1,310 | \$ - | \$ - | \$ - | 2,063.00 | - |
| Labor- Health Insurance | \$ 15,435 | \$ 23,808 | \$ 32,880 | \$ 32,000.00 | \$ 33,440.00 | 15,811.70 | 33,440.00 |
| Labor- FICA | \$ 7,468 | \$ 7,468 | \$ 7,468 | \$ 7,468.00 | \$ 9,750.00 | 5,725.90 | 9,750.00 |
| Labor- Overtime | \$ 5,000 | \$ 5,000 | \$ 2,500 | \$ 2,500.00 | \$ 2,500.00 | 2,065.00 | 2,500.00 |
| Labor- State Unemployment Insurance | \$ 200 | \$ 200 | \$ 200 | \$ 200.00 | \$ 200.00 | 198.04 | 200.00 |
| Labor- Workman's Comp | \$ 3,650 | \$ 3,650 | \$ 200 | \$ 4,050.00 | \$ 4,100.00 | 3,977.31 | 4,100.00 |
| Labor-Retirement | | | \$ 10,884 | \$ 10,700.00 | \$ 7,620.00 | 3,523.90 | 7,620.00 |
| Labor- Cell Phone Stipend | \$ - | \$ - | \$ - | \$ - | \$ - | | - |
| Total Salaries and Benefits | \$ 129,379 | \$ 128,376 | \$ 170,154 | \$ 172,940.00 | \$ 184,610.00 | 110,004.48 | 184,610.00 |
| | | | | | | | |
| <u>Operations</u> | | | | | | | |
| Equipment- Rental | \$ - | \$ - | \$ - | \$ - | \$ 5,000.00 | 284.55 | 5,000.00 |
| Equipment- Repair and Service | 12,500 | \$ 12,500 | \$ 12,500 | \$ 12,500.00 | \$ 5,000.00 | 10,495.08 | 10,495.08 |
| Equipment - Purchase | | | | \$ 4,200.00 | \$ - | 7,756.74 | 7,756.74 |
| Maintenance- Building | - | \$ - | \$ - | \$ 500.00 | \$ - | 2,366.38 | 2,366.38 |
| Maintenance- Roads | 40,689 | \$ 78,682 | \$ 99,806 | \$ 72,806.00 | \$ 49,324.00 | 55,909.85 | 100,000.00 |
| Maintenance- Vehicle | 4,000 | \$ 4,000 | \$ 4,000 | \$ 700.00 | \$ 3,000.00 | 2,808.02 | 3,000.00 |
| Supplies- Fuel | 6,300 | \$ 6,300 | \$ 6,300 | \$ 7,500.00 | \$ 7,500.00 | 6,207.41 | 7,500.00 |
| Supplies- Office | 300 | \$ 300 | \$ 300 | \$ 300.00 | \$ 300.00 | 92.40 | 300.00 |
| Supplies- Operational | 1,600 | \$ 1,600 | \$ 1,600 | \$ 3,000.00 | \$ 3,000.00 | 7,055.55 | 7,055.55 |
| Supplies- Clothing (Safety) | - | \$ - | \$ - | \$ - | \$ 200.00 | 644.27 | 644.27 |
| Tools | 250 | \$ 250 | \$ 250 | \$ 250.00 | \$ 250.00 | 106.76 | 250.00 |
| Training- Certifications | - | \$ - | \$ - | \$ - | \$ - | | - |
| Training- Professional Development, Per Diem Recovery | - | \$ - | \$ - | \$ - | \$ 1,000.00 | 220.00 | 1,000.00 |
| Utilities- Electric | 3,000 | \$ 3,000 | \$ 3,000 | \$ 4,000.00 | \$ 3,000.00 | 2,074.80 | 3,000.00 |
| Utilities- Natural Gas | 900 | \$ 900 | \$ 900 | \$ 4,000.00 | \$ 1,000.00 | 1,819.25 | 1,000.00 |
| Utilities- Telephone/Internet | 1,500 | \$ 1,500 | \$ 1,500 | \$ - | \$ - | 581.84 | - |
| Utilities- Trash | 1,100 | \$ 1,100 | \$ 1,100 | \$ 1,100.00 | \$ 1,100.00 | 1,401.49 | 1,500.00 |
| Utilities- Electric- Street Lights | - | \$ 4,144 | \$ 4,144 | \$ 5,200.00 | \$ 5,300.00 | 2,886.07 | 5,300.00 |
| Total Operations | \$ 72,139 | \$ 114,276 | \$ 135,400 | \$ 116,056.00 | \$ 84,974.00 | 102,710.46 | 156,168.02 |
| | | | | | | | |

| | | | | | | | |
|--|---------------------|--------------------|---------------------|----------------------|----------------------|---------------------|---------------------|
| Total Public Works Department Expenditures | \$ 201,518 | \$ 242,652 | \$ 305,554 | \$ 288,996.00 | \$ 269,584.00 | 212,714.94 | 340,778.02 |
| Total Expenditures | \$ 700,678 | \$ 707,844 | \$ 837,126 | \$ 783,845.00 | \$ 751,636.47 | 503,944.61 | 854,551.01 |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ (100,000) | \$ 165,246 | \$ (91,543) | \$ 25,129.53 | \$ (4,885.46) | 19,541.49 | 19,924.42 |
| OTHER EXPENDITURES | | | | | | | |
| Transfer TO Capital Improvement Fund | \$ (96,000) | \$ (96,000) | \$ (15,000) | | | | (160,262.00) |
| Total Other Expenditures | \$ (96,000) | \$ (96,000) | \$ (15,000) | \$ - | \$ - | - | (160,262.00) |
| OTHER REVENUES | | | | | | | |
| Transfer FROM Conservation Trust Fund (for Parks Expenses) | | | | | \$ 8,030.00 | | 30,348.00 |
| Total Other Revenues | | | | | \$ 8,030.00 | | 30,348.00 |
| EXCESS OF REVENUE OVER (UNDER) | \$ (196,000) | \$ 69,246 | \$ (106,543) | \$ 25,129.53 | \$ 3,144.54 | \$ 19,541.49 | (109,989.59) |
| FUND BALANCE - BEGINNING | \$ 423,572 | \$ 454,766 | \$ 477,233 | \$ 477,233.00 | \$ 635,762.00 | 638,906.54 | 635,762.00 |
| FUND BALANCE - ENDING | \$ 227,572 | \$ 477,233 | \$ 370,690 | \$ 635,762.00 | \$ 638,906.54 | 658,448.03 | 525,772.42 |

Town of Green Mountain Falls

CAPITAL IMPROVEMENT FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2023 AMENDED Budget

| | 2021 Estimated Unaudited | 2021 Supp Supplemental Budget (Actual) | 2022 Budget Approved | 2022 Year End Year End | 2023 Adopted Budget | 2023 Budget YTD 9/2023 | 2023 Proposed Budget Amended |
|--|--------------------------------|--|----------------------------|---------------------------|---------------------------|---------------------------|------------------------------------|
| REVENUE | | | | | | | |
| <u>Intergovernmental Revenue</u> | | | | | | | |
| Capital- ARPA Stimulus | \$ - | \$ 90,737 | \$ 181,474 | \$ 90,737 | \$ - | | - |
| Capital- Trail Donation Fund | \$ - | \$ - | \$ 500 | \$ - | \$ 500.00 | | 500.00 |
| Capital- Block Grants- El Paso County | \$ - | \$ - | \$ 150,000 | \$ - | \$ - | | - |
| Capital- Pikes Peak Rural Transportation Authority | \$ 151,737 | \$ 243,290 | \$ 326,046 | \$ 80,000.00 | \$ 20,000.00 | 0 | 157,831.84 |
| Capital- State Grants- Dept of Natural Resources | \$ - | \$ - | \$ - | \$ - | \$ - | | - |
| Capital - State Grants | \$ 25,000 | \$ 25,000 | \$ - | \$ - | \$ 53,000.00 | | 53,000.00 |
| Capital- State Grants- DOLA 2 (Flood Recovery) | \$ 84,392 | \$ 84,392 | \$ - | \$ - | \$ - | | - |
| Capital- State Grants- DOLA 3 (Planning Code Re-Write) | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ - | | - |
| Capital-State Grants-DOLA 4 (Comprehensive Roads Plan) | \$ - | \$ - | \$ 104,300 | \$ - | \$ 52,150 | | 52,150.00 |
| Capital-Kirkpatrick Family Fund (Planning Code Re-Write) | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ 45,000 | \$ - | | - |
| Capital-Kirkpatrick Family Fund (Signage Project) | | | \$ 30,000 | \$ 30,000 | \$ - | | - |
| Capital- Local Grant Funds | \$ - | \$ 207,000 | \$ 33,175 | \$ - | | \$ 88,000 | 88,000.00 |
| Total Intergovernmental Revenue | \$ 331,129 | \$ 720,419 | \$ 895,495 | \$ 270,737 | \$ 125,650.00 | 88000 | 351,481.84 |
| <u>Other Revenue</u> | | | | | | | |
| Capital- Bank Interest | \$ 2,100 | \$ 2,100 | \$ 2,100 | \$ 2,100 | \$ 2,100.00 | | 2,100.00 |
| Balance Forward - ARPA Funds | | | | | \$ 157,944.00 | | 157,944.00 |
| *Capital- Donations- Monies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Total Other Revenue | \$ 2,100 | \$ 2,100 | \$ 2,100 | \$ 2,100 | \$ 160,044.00 | \$ - | 160,044.00 |
| Total Revenue | \$ 333,229 | \$ 722,519 | \$ 897,595 | \$ 272,837 | \$ 285,694.00 | \$ 88,000.00 | 511,525.84 |

| | | | | | | | |
|--|--------------------|-------------------|--------------------|-------------------|-----------------------|------------------|-------------------|
| EXPENDITURES | | | | | | | |
| Capital Outlay (from General Fund) | | | | | | | |
| Capital Outlay | | | | | | | |
| Capital - Body-worn cameras (ARPA Funds) | | | | \$ 11,000.00 | | | 11,000.00 |
| Capital - Public Safety Equipment (ARPA Funds) | | | | \$ 70,000.00 | 44009.69 | | 70,000.00 |
| Capital- Administrative Infrastructure (Planning Code Re-write) | \$ 70,000 | \$ 70,000 | \$ 75,000 | \$ 60,000 | | | |
| Capital- Fire Mitigation | \$ 22,254 | \$ 22,254 | \$ 15,000 | | \$ 28,220 | | 28,220.00 |
| Capital- Repairs/Improvements- Parks | \$ 8,500 | \$ 186,875 | \$ 43,800 | \$ 20,000.00 | \$ - | \$ 51,828 | 51,828.00 |
| Capital-CDBG Grant "Access for All" Lake Park Improvements | \$ - | \$ - | \$ 150,000 | | \$ - | | - |
| Capital-DOLA Comprehensive Roads Plan | | | \$ 104,300 | | \$ 104,300 | 10793.79 | 104,300.00 |
| Capital- Repairs- Roads and Infrastructure | \$ - | \$ - | \$ - | | \$ - | | - |
| Belvidere Widening/ Overlay | \$ - | \$ - | \$ - | | \$ - | | - |
| Maple St Bridge | \$ 42,196 | \$ 42,196 | \$ - | | \$ - | | - |
| Midland Culvert | \$ 42,196 | \$ 42,196 | \$ - | | \$ - | | - |
| Stilling Basins | \$ 151,306 | \$ 243,290 | \$ 326,046 | \$ 80,000.00 | \$ 20,000.00 | | 168,832.00 |
| Comprehensive Signage and Parking Project | \$ 30,000 | \$ 18,390 | \$ 30,000 | \$ 3,600.00 | \$ 8,010.00 | | 8,010.00 |
| Capital - State Grants (CPW Bear Grant) | | | \$ - | \$ - | \$ 53,000.00 | \$ 12,000 | 12,000.00 |
| ARPA Infrastructure Improvements - TBD | | | \$ 90,737 | | | | |
| ARPA Infrastructure Improvements - Lake Park & Pool Park Restrooms | \$ - | \$ - | \$ 90,737 | \$ 8,770 | \$ 2,000.00 | | 2,000.00 |
| Total Capital Outlay Expenditures | \$ 366,452 | | | | | | |
| | | | | | | | |
| Total Expenditures | \$ 366,452 | \$ 625,201 | \$ 925,620 | \$ 172,370 | \$ 296,530.00 | 118631.73 | 456,190.00 |
| | | | | | | | |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ (33,223) | \$ 97,318 | \$ (28,025) | \$ 100,467 | \$ (10,836.00) | -30631.73 | 55,335.84 |
| | | | | | | | |
| OTHER FINANCING SOURCES (USES) | | | | | | | |
| Capital- Transfer from Conservation Trust Fund | \$ 8,500 | \$ 8,500 | \$ 10,625 | \$ 8,030 | | | |
| Capital- Transfer from General Fund | \$ 96,000 | \$ 96,000 | \$ - | \$ - | \$ - | 0 | 160,260.00 |

| | | | | | | | |
|--|-------------------|-------------------|--------------------|-------------------|-----------------------|----------------------|---------------------|
| Total Other Financing Sources (Uses) | \$ 104,500 | \$ 104,500 | \$ 10,625 | \$ 8,030 | \$ - | 0 | 160,260.00 |
| EXCESS OF REVENUE OVER (UNDER) | | | | | | | |
| EXPENDITURES AND OTHER FINANCING SOURCES (USES) | \$ 71,277 | \$ 201,818 | \$ (17,400) | \$ 108,497 | \$ (10,836.00) | -30631.73 | 215,595.84 |
| FUND BALANCE - BEGINNING | \$ - | \$ - | \$ 8,157 | \$ 8,157 | \$ 116,654.00 | \$ 105,818.00 | (153,262.00) |
| FUND BALANCE - ENDING | \$ 8,157 | \$ 8,157 | \$ (9,243) | \$ 116,654 | \$ 105,818.00 | 75186.27 | 62,333.84 |

Town of Green Mountain Falls

CONSERVATION TRUST FUND DETAIL

Budget Status Report - GAAP Basis

Proposed 2023 AMENDED Budget

| | 2021 | 2021 | 2022 | 2022 | 2023 | 2023 | 2023 |
|--|-----------------|-----------------|------------------|-----------------|-----------------|-------------------|--------------------|
| | Estimate | Supplemental | Budget | Projected | Adopted Budget | Budget YTD 9/2023 | Budget Amended |
| REVENUE | | | | | | | |
| <u>Intergovernmental Revenue</u> | | | | | | | |
| CTF- Lottery Proceeds | \$ 8,500 | \$ 8,500 | \$ 10,600 | \$ 8,000 | \$ 8,000 | 5,500.00 | 8,000.00 |
| Total Intergovernmental Revenue | \$ 8,500 | \$ 8,500 | \$ 10,600 | \$ 8,000 | \$ 8,000 | 5,500.00 | 8,000.00 |
| <u>Other Revenue</u> | | | | | | | |
| CTF- Bank Interest | \$ 25 | \$ 25 | \$ 25 | \$ 30 | \$ 30 | | 30.00 |
| Total Other Revenue | \$ 25 | \$ 25 | \$ 25 | \$ 30 | \$ 30 | | 30.00 |
| Total Conservation Trust Fund Revenue | \$ 8,525 | \$ 8,525 | \$ 10,625 | \$ 8,030 | \$ 8,030 | 5,500.00 | 8,030.00 |
| EXPENDITURES | | | | | | | |
| <u>Parks and Recreation</u> | | | | | | | |
| Other Funding Uses (via transfer to General Fund) | \$ 8,500 | \$ 8,500 | \$ 10,600 | \$ 8,030 | \$ 8,030 | 5,500.00 | 30,348.00 |
| Total Expenditures | \$ 8,500 | | | | | | 30,348.00 |
| Total Parks and Recreation Expenditures | \$ 8,500 | \$ 8,500 | \$ 10,600 | \$ 8,030 | \$ 8,030 | 5,500.00 | - |
| Total Expenditures | \$ 8,500 | \$ 8,500 | \$ 10,625 | \$ 8,030 | \$ 8,030 | | 30,348.00 |
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES | \$ 25 | \$ 25 | \$ 25 | \$ - | \$ - | 5,500.00 | (22,318.00) |

| | | | | | | | | | | | | |
|--|----|-------|----|--------|----|--------|----|--------|----|--------|-----------|-------------|
| EXCESS OF REVENUE OVER (UNDER) EXPENDITURES AND OTHER FINANCING USES | \$ | 25 | \$ | 25 | \$ | 25 | \$ | - | \$ | - | - | (22,318.00) |
| FUND BALANCE - BEGINNING | \$ | 2,515 | \$ | 11,433 | \$ | 13,986 | \$ | 13,986 | \$ | 13,986 | 13,986.00 | 22,318.00 |
| FUND BALANCE - ENDING | \$ | 2,540 | \$ | 13,986 | \$ | 14,011 | \$ | 13,986 | \$ | 13,986 | 13,986.00 | \$0.00 |

See CMS Inc. 2024-01 Gazebo Bridge Rehabilitation and ADA Accessibility Proposal in Third Party Materials Addendum.

Construction Contract
El Paso County Community Development Block Grant
Accessibility for All- Gazebo Bridge Rehabilitation & ADA
Accessibility
for the
Town of Green Mountain Falls, Colorado



**CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH WORKERS
WITHOUT AUTHORIZATION**

FROM: _____
(Prospective Contractor)

TO: Town of Green Mountain Falls

Project: Gazebo Bridge Rehabilitation & ADA Accessibility Project

RFP Number 2024-01

As a prospective contractor for the above-identified proposal, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with a worker without authorization who will perform work under this proposal and that I (we) have confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this _____ day of _____, 20____

Prospective Contractor _____

By: _____

Its: _____
Title

(Insert the Individual, Corporate or Partnership Certificate as appropriate)

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (the "Contract") is made and entered into this 20th day of February, 2024, by and between Town of Green Mountain Falls, a Colorado municipal corporation having an address of 10615 Unit B, Green Mountain Falls Road, Green Mountain Falls, Colorado, 80819 (the "Town"), and CMS Of Colorado Springs Inc. an independent contractor with a principal place of business at 176 Talamine Court Suite 100, Colorado Springs, CO 80807 ("Contractor") (each individually a "Party" and collectively the "Parties").

For the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Work. Contractor shall perform the following described work (the "Work"), in accordance with this Contract and the Contract Documents, attached hereto and incorporated herein by this reference:

A. Architectural Design Documents

B. Gazebo Bridge Reconstruction: Demolition and removal of existing materials to include center and cross beams, deck planks, handrails, and benches. Removal and transportation of debris off-site. Reconstruction of Bridge to include center and cross beams, deck planks, handrails, and benches constructed of Yellow Cedar treated with application of Flamecheck FIF Clear Coat – X on all new pressure treated materials and new Laminated beams as identified in Contractor’s proposal.

A. Upgraded electrical service to the gazebo island utilizing the existing conduit includes: new meter, mast, panel and feeders and purchase and installation of new light poles (6) and 2 each 20a outlets for shore power as identified in Contractor’s proposal.

B. Concrete Pier Repair: repair of spalling on the existing concrete piers utilizing SpecChem RepCon V/O as identified in Contractor’s proposal.

C. Installation of dyed concrete pathway connecting the existing sidewalk to the gazebo bridge as identified in Contractor’s proposal.

If there is any conflict between the RFP and the proposal, the language of the RFP shall control, unless expressly agreed to by the Town in this Contract.

2. Bonds. Within ten days of the date of this Contract, Contractor shall provide the payment and performance bond and certificate of insurance required by the Contract Documents.

3. Commencement and Completion of Work. Contractor shall commence the Work within 30 days of date of the Notice to Proceed. Substantial Completion of the Work shall be accomplished by the 3rd day of October, 2024, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Work shall be accomplished within 21 days of the date of Substantial Completion.

4. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Work, an amount not to exceed \$115,317.00. The Town shall pay Contractor in the manner and at such times as set forth in the General Provisions such amounts as required by the Contract Documents.

5. Termination. This Agreement shall terminate when all the work described in the Scope of Work is completed to the Town's satisfaction, or upon the Town's providing Contractor with seven (7) days advance written notice of termination, whichever occurs first. If the Agreement is terminated by the Town's issuance of written notice, the Town shall pay Contractor for all work authorized and completed prior to the date of termination.

6. Amendment. A change in the Scope of Work shall not be effective unless authorized as an amendment to this Agreement and subscribed by both Parties. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as by the Project Manager, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

7. Indemnification. Contractor agrees to indemnify and hold harmless the Town 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

8. Insurance.

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

B. Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-

made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

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

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence.

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

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

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

9. Workers Without Authorization

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and

Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization who is performing work under the Agreement, Contractor shall:

1. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under the Agreement; and

2. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection (1) hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under the Agreement.

10. Keep Jobs In Colorado Act. Pursuant to the Keep Jobs in Colorado Act, C.R.S. 8-17-101 *et seq.* (the “Act”) and the rules adopted by the Division of Labor of the Colorado Department of Labor and Employment implementing the Act (the “Rules”), the Contractor shall employ Colorado labor to perform at least eighty percent (80%) of the work and shall obtain and maintain the records required by the Act and the Rules. For purposes of this Section “Colorado labor” means any person who is a resident of the state of Colorado at the time of this Project, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide qualification. A resident of the state is a person who can provide a valid Colorado driver’s license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty (30) days. Contractor represents that it is familiar with the requirements of

the Act and the Rules and will fully comply with same. This Section shall not apply to any project for which appropriation or expenditure of moneys may be reasonably expected not to exceed five hundred thousand dollars (\$500,000) in the aggregate for any fiscal year.

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

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

13. Integration. This Contract and any attached exhibits constitute the entire Contract between Contractor and the Town, superseding all prior oral or written communications.

14. Third Parties. There are no intended third-party beneficiaries to this Contract.

15. Notice. Any notice under this Contract shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Project Manager

Contractor: CMS of Colorado Springs, Inc.____
176 Talamine CT. Suite 100_____
Colorado Springs, Colorado 80907_____

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

17. Modification. This Contract may only be modified upon written agreement of the Parties.

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

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

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

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

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

**TOWN OF GREEN MOUNTAIN FALLS,
COLORADO**

ATTEST:

Office of the Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Professional Agreement for Services was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____,as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Contract with the Town of Green Mountain Falls, Colorado (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

*[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]*

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under the Contract.

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____, by _____ as _____ of _____.

(S E A L)

Notary Public

CERTIFICATE OF INSURANCE

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, being first duly sworn, state and affirm, under penalty of law, that I am familiar with the insurance coverages maintained by the Insured, _____, and the coverage requirements set forth in the foregoing Certificate of Insurance, that I have completed or caused to be completed and subsequently reviewed the foregoing Certificate of Insurance and that the information contained therein is true and correct to the best of my knowledge. I further understand that the Town of Green Mountain Falls, Colorado shall rely on the information provided.

This information is provided for the Town of Green Mountain Falls, Colorado, Project: _____.

By: _____

Title: _____

Agency: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NOTICE OF AWARD

Date: 2/20/2024

CMS of Colorado Springs, Inc.
176 Talamine CT. Suite 100
Colorado Springs, Colorado 80907

RE: _____

Dear Jeff Gosch:

Thank you for submitting a proposal for the **Gazebo Bridge Rehabilitation and ADA Accessibility Project**.

Your firm submitted the most qualified and responsible proposal and you have been selected as the successful Contractor. Accordingly, this is your Notice of Award for the **Gazebo Bridge Rehabilitation and ADA Accessibility Project**.

Enclosed please find an original and duplicate original Construction Contract. Please review and sign both, then, within ten days of receipt of this letter, return both to me along with your certification of insurance, payment and performance bond, each in the full amount of the Contract Price, and appropriate powers of attorney. When dating the above documents, please make sure that all dates, on all documents, are the same and that the insurance policy reflects the requirements of the Contract Documents. Please return all of the documents at the same time, in the same envelope.

Upon receipt of the signed Contracts, the Town will execute both and return one fully executed original to you.

Should you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

NOTICE TO PROCEED

Date: _____

Contractor Name

Address

RE: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date cited below. This notice is in reference to the Construction Contract between you and the Town of Green Mountain Falls, Colorado concerning the _____.

Please note that in accordance with the Construction Contract, Work must commence within ten days of the date of this Notice, and all Work must be substantially completed within _____ (_____) days of the date of this Notice, which shall be the ____ day of _____, 20____, and finally completed within _____ days of the date of this Notice, which shall be the ____ day of _____, 20____.

If you have any questions, please call me at _____.

Sincerely,

_____, Project Manager

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS

THAT _____, (hereinafter called "Principal") as PRINCIPAL, and _____, (hereinafter called the "Surety") as SURETY, are held and firmly bound unto the Town of Green Mountain Falls, Colorado, hereinafter called OWNER, as Obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which sum in lawful money of the United States, well and truly to be made, said PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the PRINCIPAL has submitted a proposal to OWNER for certain Work or services generally described as follows: _____

NOW, THEREFORE, (a) if said proposal shall be rejected, or (b) if said proposal shall be accepted and the PRINCIPAL is awarded the Contract and, within the time and manner specified in the Contract Documents, enters into a written Contract in the prescribed form and shall give such bond or bonds as may be specified in the Contract Documents to guarantee faithful performance of such Contract and to guarantee prompt payment of labor and materials furnished in the prosecution thereof, and shall provide to OWNER a Certificate of Insurance as required by the Contract Documents, and shall in all other respects perform the Contract created by the acceptance of said proposal, or (c) in the event of the failure of the PRINCIPAL to enter such Contract and to give such bond or bonds, and Certificate of Insurance, if the PRINCIPAL shall pay to OWNER the difference not to exceed the penalty hereof between the amount specified in said proposal and such larger amount for which the OWNER may in good faith contract with another party to perform the Work covered by said proposal, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY hereunder shall be in no way impaired or affected by any alteration or irregularities in the proposal or in the awarding procedure or by any extension of time within which OWNER may accept such proposal, and does hereby waive notice of same.

Dated this _____ day of _____, 20_____.

(SURETY)

By: _____
Title: _____

(PRINCIPAL)

By: _____
Title: _____

(ACKNOWLEDGMENTS AND POWER OF ATTORNEY TO BE ATTACHED)
CORPORATE SEAL MUST BE AFFIXED IF PRINCIPAL IS A CORPORATION.

PAYMENT AND PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto Town of Green Mountain Falls, Colorado, a Colorado municipality, hereinafter referred to as "the Owner", in the penal sum of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract with the Owner, dated the ____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the performance of the Work, _____.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty or warranty period, and shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by the Principal's failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Town.

CERTIFICATE OF FINAL PAYMENT

With reference to Contract Number _____ dated _____, 20____, between the undersigned Contractor and Town of Green Mountain Falls, Colorado, for: _____ at _____, the Town of Green Mountain Falls, Colorado _____.

The undersigned hereby certifies that all costs, charges and expenses incurred by it on its behalf for work, labor, services, materials and equipment supplied to the foregoing premises, and/or used in connection with its Work under the Contract have been duly paid.

The undersigned further certifies that to its best knowledge and belief (based upon reasonable investigation) each of its subcontractors and material men have duly paid all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's Work under the Contract.

In consideration of _____ dollars (\$_____) representing final payment under the Contract, the undersigned hereby releases and discharges the Owner and Owner's property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the Work.

As additional consideration for the final payment, and to the fullest extent permitted by law, the undersigned agrees to indemnify and hold harmless Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses arising out of or in connection with claims against Owner which may be asserted by the undersigned or any suppliers, subcontractors of any tier or any of their representatives, officers, agents and employees for the costs, losses, damages, claims, causes of action, judgments and expenses and expenses that are attributable to the act, omission, error, professional error, mistake, negligence or other fault of the undersigned.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of the Contract as amended, which by their nature survive completion of the Work including, without limitation, warranties, guarantees and indemnities.

Executed this _____ day of _____, 20_____.

Contractor

CERTIFICATE OF FINAL ACCEPTANCE

TO: _____ Date: _____
Project No.: _____
Project Title: _____

This is to advise you that a final inspection of the referenced Work has been made and all work and material was found to be satisfactory. Therefore, the Work is considered to be complete in accordance with the approved plans, specifications and contract documents.

In accordance with the Contract, all Warranty periods shall begin as of the date of this letter.

TOWN OF GREEN MOUNTAIN FALLS

By: _____
Title: _____

GENERAL PROVISIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Certificate Regarding Employment of Workers Without Authorization;
- B. Construction Contract;
- C. Certificate of Insurance Verification;
- D. Notice of Award;
- E. Notice to Proceed;
- F. Proposal Bond;
- G. Payment and Performance Bond;
- H. Certificate of Final Payment;
- I. Final Acceptance Form;
- J. General Provisions;
- K. Technical Specifications;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda ____ through ____.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 TOWN:

Town of Green Mountain Falls, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general provisions pertaining to the Work and materials therefor.

1.05 CONTRACT PRICE:

The amount set forth in Paragraph 4 of the Construction Contract.

1.06 CONTRACT TIME:

The time for completion of the Work as set forth in Paragraph 3 of the Construction Contract.

1.07 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.08 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work is completed and final payment may be made.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Work.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes.

1.12 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Board of Trustees of the Town shall be required, and if such approval is not obtained, the Town shall have no payment obligation regardless of whether the Work pursuant to the Change Order has been performed.

2.04 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, unanticipated adverse weather conditions, or other unavoidable casualties beyond Contractor's control other than unanticipated adverse weather conditions, the Contract Time shall be extended for a reasonable period of time. "Weather" means precipitation, temperature, or wind, and an "adverse weather condition" means weather that on any calendar day varies from the average weather conditions for that day by more than 100% as measured by the National Oceanic and Atmospheric Administration. The term "unanticipated adverse weather conditions" means the number of days in excess of the anticipated adverse weather days per month as set forth below:

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

7 4 4 4 6 3 4 2 3 3 2 5

By reason of example only, if in March there are two days when the snowfall exceeds the average snowfall for that day by 100%, those two days will have experienced an adverse weather condition. However, there will have been no unanticipated adverse weather condition in March, because there are four anticipated adverse weather days in March, which should be accounted for in the schedule. If, however, there are five days in which the snowfall exceeds the average snowfall by 100%, an unanticipated adverse weather condition will have occurred, and Contractor shall be entitled to request an extension of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.05 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions of the Town or persons acting on behalf of the Town.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and licenses in good standing. The services performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by others in the same or similar type of work, and in compliance with applicable laws, ordinances, rules and regulations. Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

C. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Work any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the work site and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the work site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the work site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Work. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract. The Town's review, approval or acceptance of, or payment for any work shall not be construed as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the work site necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Work to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the Work, or placed permanently in the Work, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two years from the date of final acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Payment and Performance Bond any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, 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 Contract or the Contract Documents, to the extent that such injury, loss or damage is attributable to the act, omission, error, professional error, mistake, negligence or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

B. Contractor, to the fullest extent permitted by law, shall defend, investigate, handle, respond and provide defense for and defend against any such liability, claims, damages, losses, expenses or demands at the sole expense of Contractor, or at the option of the Town, Contractor agrees to pay the Town or reimburse the Town for defense costs incurred by the

Town in connection with any such liability, claims, damages, losses, expenses or demands. Contractor, to the fullest extent permitted by law, shall defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not such liability, claims or demands alleged are groundless, false or fraudulent.

C. This indemnification provision is intended to comply with C.R.S. § 13-21-111.5(6), as amended, and shall be read as broadly as permitted to satisfy that intent.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within 24 hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

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

2. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests' provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Business Automobile liability insurance with minimum combined single limits of at least one million (\$1,000,000) each occurrence.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that

provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Contract.

6.04 PERFORMANCE AND PAYMENT BOND:

Contractor shall furnish a Payment and Performance Bond in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractors' obligations under the Contract Documents, including the warranty. This bond shall remain in effect at least until two years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within thirty (30) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to 90% of the Work actually completed until 50% of the total Work, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the work site and suitably stored. After 50% of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

7.02 FINAL PAYMENT:

Upon final acceptance of the Work, the Town shall make final payment to Contractor pursuant to C.R.S. § 38-26-107.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Town of Green Mountain Falls Board of Trustees. The Town acknowledges that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Town of Green Mountain Falls Board of Trustees.

7.05 ITEMS NOT INCLUDED IN PROPOSAL:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Proposal as a Proposal item.

7.06 CHANGES IN QUANTITY:

- A. Except as provided in Section 7.07, the unit price shown in the Proposal Schedule shall be used to determine the payment owed Contractor for any changes in quantity.
- B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.
- C. Prior to any Work being performed in excess of any of the Proposal Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed 105% of the quantity listed on the Proposal Schedule.
- D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 PRICE ADJUSTMENTS:

- A. When a major item is increased to more than 125% or decreased below 75% of the original quantity stated on the Proposal Schedule, the unit price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified proposal price.
- B. For purposes of this Section, a major item is any item having a proposal value, determined by multiplying the proposal quantity by the unit price that exceeds 10% of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Proposal Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit proposal price stated in the Proposal Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the work site but not incorporated into the Work as evidenced by invoices or a cost analysis of material produced, if the material has been fabricated or processed and is ready for installation into the Work and conforms to the Contract Documents. Payments shall not exceed 85% of the price shown in the Proposal Schedule or 100% of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Work and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

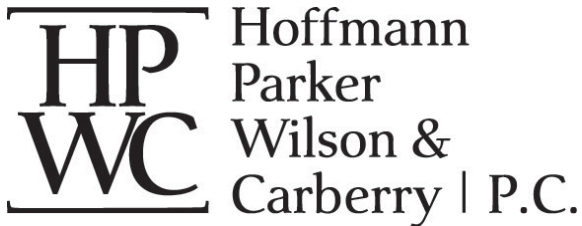
1. Construction Contract.
2. General Provisions.
3. Supplemental Specifications.
4. Detailed Plans (Calculated dimensions will govern over scaled dimensions).

TECHNICAL SPECIFICATIONS

[Insert Technical Specifications]

CONSTRUCTION DRAWINGS

[Insert Construction Drawings]



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TOWN OF GREEN MOUNTAIN FALLS
MEMORANDUM

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

**FROM: JEFFERSON H. PARKER, TOWN ATTORNEY QHP
BRIA I. MAY, ESQ.**

DATE: FEBRUARY 9, 2024

RE: QUALIFYING USES OF PAID SICK LEAVE

This memorandum addresses the recently enacted Colorado Senate Bill 23-017 ("SB 17"), which concerns the expansion of existing leave provisions to include additional qualifying uses of paid sick leave. In sum, all employers that have an employee who works in Colorado must allow an employee to use the employee's accrued paid sick leave to be absent from work under new qualifying circumstances. The requirement to allow these additional qualifying uses is currently in effect.

Overview

The Colorado Healthy Families and Workplaces Act (the "Act") defines "employer," "employee," "family member" and "paid sick leave." The Act also sets forth standards for the accrual of paid sick leave and how much sick leave can be used. Employers are all private employers, including the state and its agencies or entities, counties, cities and counties, municipalities, school districts, and any political subdivisions of the state that have an employee who works in Colorado. An employee is any person, including a migratory laborer, performing labor or services for an employer's benefits. A family member is defined as: (1) an employee's immediate family member; (2) a child to whom the employee is parent or guardian or a person who was parent or guardian of the employee when the employee was a child; or (3) a person for whom the employee is responsible for providing or arranging health or safety related care. Paid sick leave is "wages" as defined in C.R.S. 8-4-101(14). Paid sick leave is time off from work that

is: (1) compensated at the same hourly rate or salary with the same benefits, including health care benefits, as the employee normally earns during hours worked; and (2) provided by an employer to an employee for one or more of the purposes allotted in the Act. These purposes will be outlined below.

According to the Act, all employees working in Colorado have the right to paid sick leave. Each employee earns at least one hour of paid sick leave for every thirty hours worked by the employee. The employee is not entitled to earn or use more than forty-eight hours of paid sick leave each year, unless the employer selects a higher limit. Employers may satisfy accrual requirements by providing employees with an amount of paid sick leave that meets or exceeds these requirements. An employee begins to accrue paid sick leave when employment with the employer begins and may use accrued paid sick time as it is accrued. If an employee fails to use any of the forty-eight hours of accrued paid sick leave, that paid sick leave will carry forward and may be used in a subsequent year.

Employers must allow an employee to use paid sick leave upon the request of an employee. The request may be made orally, in writing, electronically, or by any other means acceptable to the employer. The employee's use of paid sick leave must be in hourly increments unless the employer allows paid sick leave to be taken in smaller increments of time. Employers may not require an employee who uses paid sick leave to find a replacement for coverage as a condition of providing sick leave. Notwithstanding 8-13.3-405(4)(b), for paid sick leave of four or more consecutive workdays, an employer may require reasonable documentation that the paid sick leave is for a purpose authorized.

Employers are not required to provide financial or other reimbursement of unused paid sick leave to an employee upon termination, resignation, retirement, or other separation from employment. Though, an individual may recover paid sick leave as a remedy for a retaliatory personnel action that prevented the individual from using paid sick leave.

Analysis

Prior to SB 17 becoming law, all Colorado employers were required to provide paid sick leave to employers for the following reasons:

- The employee has a mental or physical illness, injury or health condition that prevents work. C.R.S. § 8-13.3-404(1)(a)(I).
- The employee needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition. C.R.S. § 8-13.3-404(1)(a)(II).
- The employee needs to obtain preventative medical care. C.R.S. § 8-13.3-404(1)(a)(III).

- The employee needs to care for a family member who has a mental or physical illness, injury, or health condition. C.R.S. § 8-13.3-404(1)(b)(I).
- The employee needs to care for a family member who needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition. C.R.S. § 8-13.3-404(1)(b)(II).
- The employee needs to care for a family member who needs to obtain preventative medical care. C.R.S. § 8-13.3-404(1)(b)(III).
- The employee or the employee's family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to seek medical attention, mental health care or other counseling, legal or other victim services, or relocation related to or resulting from the domestic abuse, sexual assault, or harassment. C.R.S. § 8-13.3-404(1)(c).
- Closure by a public official of the employee's place of business or the employee's child's school or place of care due to a public health emergency (as defined by the law), requiring the employee to care for the child. C.R.S. § 8-13.3-404(1)(d).

The General Assembly has recently declared it a matter of statewide concern to include additional qualifying uses for paid sick leave. C.R.S. 8-13.3-404. As such, since August 7, 2023, SB 17 requires that all Colorado employers allow an employee to use the employee's accrued paid sick leave to be absent from work for additional purposes. Under SB 17, employees may also take accrued paid sick leave for the following reasons:

- The employee needs to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member. C.R.S. § 8-13.3-404(1)(a)(IV).
- The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care. C.R.S. § 8-13.3-404(1)(e).
- The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence. C.R.S. § 8-13.3-404(1)(f).

Conclusion

The Town should review and prepare to update its paid sick leave policies to include the additional purposes under which employees may use paid sick leave. As previously mentioned, SB 17 is already in effect, and we welcome any questions regarding this matter.

See Green Mountain Falls Economy Overview Report -
Lightcast Q1 2024 in Third Party Materials Addendum.