



**CITY COUNCIL AGENDA  
JULY 12, 2016 – 6:00 P.M.  
116 SOUTH MAIN STREET**

**All Times Listed are Estimates. At the Discretion of the Mayor and Council Times May be Adjusted.**

- 1) Call to Order**
- 2) Pledge of Allegiance**
- 3) Roll Call**
- 4) (A) Presentations:**
  - Citizens Academy Presentation (Jennifer Stewart)
- 4) (B) Board/Commission/Committee Appointments**
- 5) City Council Agenda Requests and Announcements**
- 6) Public to be Heard**

Citizens may address the Council on items that are not on the agenda. Please sign up with the City Clerk prior to the meeting. Council may not be able to provide an immediate answer, but will direct staff to follow-up. Out of respect for the Council and others in attendance, please limit your comments to three (3) minutes or less.
- 7) Consent Agenda**

Note: All items listed under the Consent Agenda are considered to be routine and will be approved with one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which case the item may be removed from the Consent Agenda and considered separately, at the discretion of Council. **(Est. time-3 min)**

  - A. Approval of the June 28, 2016 City Council Meeting Minutes**
- 8) Old Business**
  - A. Second Reading of Ordinance 1675, An Ordinance Amending Section 020 (Additions Or Modifications) Of Chapter 04 (Model Traffic Code) Of Title 10 (Vehicles And Traffic) Of The Fountain Municipal Code to Limit the Use of City Public Rights-of-Way by Trucks to Designated Routes, and for Related Purposes (Scott Trainor)(Est. Time 5 Min)**

**9) New Business**

- A.** Consideration of Items Removed from the Consent Agenda
- B.** Review And Approval Of Resolution #16-021, A Resolution Appointing Todd Evans As The Deputy City Manager, Pursuant To Section 3.2 Of The Fountain City Charter (Scott Trainor)(**Est. Time 5 Min.**)
- C.** 2016 Pavement Resurfacing Project Report (Duane Greenwood)(**Est. Time 15 Min.**)
- D.** 2016 Transit Services Report (Duane Greenwood)(**Est. Time 15 Min**)
- E.** Resolution 16-020, Authorizing the Duckwood Road Crossing Construction & Maintenance Agreement with Burlington Northern Santa Fe Railway Company (BNSF) and the Colorado Department of Transportation (CDOT) (Duane Greenwood)(**Est. Time 15 Min**)
- F.** **Public Hearing** Approval of the City of Fountain Electric Integrated Resource Plan (IRP) (Curtis Mitchell) (**Est. Time 10 min**)

**10) Correspondence, Comments and Ex-Officio Reports**

**11) Announcement of Executive Sessions**

In accordance with the City Charter and the Colorado Open Meetings Act, the City Council open session is to determine whether it will hold a Closed Executive Session. A Closed Executive Session may be held upon an affirmative vote of two-thirds of the quorum present. If consent to the closed Executive Session is not given, the items may be discussed in open session or withdrawn from consideration.

**12) Adjourn**

**A (Administrative Action)      QJ (Quasi-Judicial Action)      L (Legislative Action)**

**NEXT REGULAR COUNCIL MEETING  
JULY 26, 2016**

Posting Date:



# Regular City Council Meeting

## Consent – 7A

Council Meeting Minutes

July 12, 2016

### Summary Information

**Title:**

Approval of the June 28, 2016 City Council Meeting Minutes

Initiator : City Clerk

Presenter: Silvia Huffman, City Clerk

Legal Review:  Yes  No

- Council Action
- Council Information
- Report to Council

**Summary Overview and List of Attachments:**

The attached minutes were compiled as the result of the June 28, 2016 City Council Meeting Minutes

Attachments: June 28, 2016 City Council Meeting Minutes

### Background Information

N/A

### Recommendation

Approve the June 28, 2016 City Council Meeting Minutes

### Proposed Motion

Motion to approve shall be included under the consent agenda.

*ST*

CM Review

**CITY COUNCIL MEETING**  
**June 28, 2016**

**1) Call to Order**

Mayor Ortega called the meeting to order at 6:00 P.M.

**2) Pledge of Allegiance**

The Pledge of Allegiance was recited.

**3) Roll Call**

Roll call found the following members present:

Mayor Ortega  
Mayor Pro Tem Thomas  
Council Member Thompson  
Council Member Gieck  
Council Member Applegate  
Council Member Lauer

Council Member Coke notified staff of his absence.

**4) Special Presentations & Declarations:**

SCI Fulfillment Mission

Economic Development Director Bailey reported on the SCI building fulfillment mission with the goals and phases to obtain some occupancy within 6-8 months.

**(B) Board/Commission/Committee Appointments**

There were no appointments.

**5) City Council Agenda Requests and Announcements**

Council Member Lauer stated he would like to hold a worksession to discuss the possibility of a ballot question in 2017 regarding fees or taxes earmarked for public safety.

It was the consensus of City Council to hold a worksession in September, date to be determined.

He reported that during his attendance at the CML conference he inquired from City leaders how they have moved forward with issues brought before their governing board. He stated they ask

each constituent that has an issue to offer a solution or remedy, therefore, allowing ownership with issues and began working with staff and partnering with Council.

He also noted that at the Fountain Creek Watershed meeting, Commissioner Hiesey maintained that the DOD has determined over 500 sites have newly identified contaminants in the water that are hundreds of times higher than what is being reported in Security, Widefield and Fountain. The DOD has impacted much more than just our area. The EPA stated they are just making guidelines not standards.

Council Member Thompson reported on the upcoming Habitat for Humanity volunteers that bike in to help with the project. She noted the ground blessing will be July 1, 2016. She also reported on the upcoming Senior Center and Salvation Army golf tournament.

Mayor Pro Tem Thomas stated that he has sent photos to Council and staff regarding the poor road conditions and asked for an updated street repair priority list. He also noted calls from a concerned citizen regarding the busses stopping for gas and excessive speeding.

Mayor Ortega recommended that citizens utilize the “myfountain” link on the cities website or mobile app govoutreach to report potholes or needed road repair. He asked that citizens remain patient for repairs.

Mayor Ortega then announced that he will begin limiting public comment on items up for consideration to 3 minutes in consideration for all those in attendance.

#### **6) Public to be Heard**

Mr. Gonzales, VFW updated Council on the upcoming events and activities at the VFW.

Mr. Ginnitti, Country Club Heights, stated his concerns with conformance in the recent install of a speed table on Fortman Ave. He recommended having a contractor review the specifications and repair it.

Michael Seebeck, stated that he is not a Fountain resident but would like to help with mitigation of the recent water contamination issues.

Deborah Stout-Meiningner stated concerns with air and water quality.

Mayor Ortega explained that the recent water restrictions are to prevent the city from having to use its well water during peak times. The city is still currently only using surface water.

#### **7) Consent Agenda**

##### **A. Approval of the June 14, 2016 City Council Meeting Minutes**

- B. Set a Public Hearing Date to Consider the Request of an Application for a Special Events Liquor Permit for City of Fountain.**
- C. Appointment Of An Alternate Board Member To The ESA Board To Represent The City Of Fountain.**

Council Member Thompson asked to remove item 7B for further discussion and motioned to approve consent items 7A and 7C, seconded by Mayor Pro Tem Thomas. All members voted yes (6-0); the motion carried.

**8) Old Business**

- A. Second Reading of Ordinance 1676, An Ordinance Repealing Chapter 01 (Building) Of Title 16 (Building) And Repealing And Reordaining Chapter 01 (Building) Of Title 18 (Building), And Renaming Chapter 01 (Building) Of Title 18 (Building) Of The Fountain Municipal Code And Adopting By Reference, With Amendments, The Pikes Peak Regional Building Code, 2011 Edition Third Printing Dated March 8, 2016, Including The Secondary Codes Adopted By Reference In That Code**

City Manager Trainor stated there have been no changes to this ordinance since first reading.

Council Member Lauer made a motion to approve ordinance 1676 on second reading, seconded by Council Member Gieck. All members voted yes (6-0); the motion carried.

- B. Second Reading of Ordinance No. 1670, An Ordinance Amending Section 17.392 (Recreational Vehicles, Campers, Motor Homes, Trailers or Similar Vehicles) of Chapter 17.39 (Supplemental Standards) of Article III (General Regulations and Development Standards) of Title 17 (Zoning) of the Fountain Municipal Code Relating to Using a Recreational Vehicle as a Temporary Dwelling unit.**

Planning Supervisor Martinez reviewed the history of this ordinance and noted the amendments that were added from first reading.

Patty St. Louis, resident stated that although she is not in favor of this ordinance she would accept it the way it is written.

Michael Whitim, Autumn Pl. stated he would like this ordinance passed but does not want a fee associated with the application.

Deanna Palmerton, resident, stated her concerns with smaller lots and allowing a camper to stay on a smaller lot for 5 months cumulative.

Council Member Lauer reported that the application would allow for public safety knowledge of where the campers are in case of an emergency. He is in favor of this ordinance.

Mayor Ortega reported that he is disappointed that this has gone on for so long. He feels that people are reasonable and this would not create an epidemic.

Council Member Lauer made a motion to approve Ordinance 1670, as amended, on second reading, seconded by Mayor Pro Tem Thomas. Council Member Thompson and Council Member Lauer voted yes. Mayor Ortega, and Council Members Applegate, Gieck and Thomas voted no (2-4); the motion failed.

**9) New Business**

**A. Consideration of Items Removed from the Consent Agenda**

***B. Set a Public Hearing Date to Consider the Request of an Application for a Special Events Liquor Permit for City of Fountain.***

Council Member Thompson asked where the revenue would go from this event.

Fire Chief Anstine stated the funds would go to the volunteer fund to allow purchases and training for the volunteer firefighters. He noted that in 1991 the fire department was no longer an all-volunteer department and that is when they no longer sold alcohol at the annual dinner and dance. He feels that this would help the volunteer fund as they have not had much revenue in the last several years.

Mayor Ortega explained that this item is to set the public hearing and feels these questions would be better served during the actual public hearing.

City Clerk Huffman reported the public hearing is scheduled for July 26, 2016.

Council Member Applegate made a motion to set the public hearing for July 26, 2016, seconded by Council Member Gieck. All members voted yes (6-0); the motion carried.

**B. Report to Council on Dumpster Days and Recycle Event**

Code Enforcement Supervisor Flores presented Council with photos and final costs for the dumpsters days in comparison with the annual city clean up.

Mayor Ortega stated that he would still like discussion on the annual city clean up because of the cost and time it takes to complete.

**C. First Reading of Ordinance 1675, An Ordinance Amending Section 020 (Additions Or Modifications) Of Chapter 04 (Model Traffic Code) Of Title 10 (Vehicles And Traffic) Of The Fountain Municipal Code to Limit the Use of City Public Rights-of-Way by Trucks to Designated Routes, and for Related Purposes**

City Manager Trainor reported that there has been an issue with increase trucks within the residential streets. He stated this ordinance sets the route.

Council Member Applegate stated he feels the ordinance is too wordy and disallows for several larger vehicles. He suggested amending it to read delivery and pick up only.

Council Member Lauer asked if the City could work with the State Patrol to move their sting operations to other areas of the city to help aid with the truck route.

Council Member Applegate made a motion to approve Ordinance 1675 on first reading, seconded by Council Member Lauer. All members voted yes (6-0); the motion carried.

**10) Correspondence, Comments and Ex-Officio Reports**

City Manager Trainor stated he received an email regarding the potential danger of fireworks with the high fire danger.

Fire Chief Anstine reported the fire danger in the city is not high and should make for a good 4<sup>th</sup> of July with the new allowance of fireworks.

City Clerk Huffman reported her attendance at the CML conference. She also noted the success of the recent movie night in the park. She stated the parks department has reduced water usage to help with peak hours.

Council Member Thompson reported on her attendance at the SDS ceremony and wants extra coins from this event for the city and museum.

Mayor Pro Tem Thomas and Council Member Gieck reported on a meeting with local youth at Hibbard Park.

Mayor Ortega reported on his attendance at the CML and found the leadership session was insightful. He stated there is a notion that local government and staff is corrupt and feels that it was nice to see people from other communities having the same difficulties and causing the younger generation to stay away from politics. He thanked staff and Council for having to deal with this difficulty and take that leadership role knowing the high integrity that is held in the city.

**11) Announcement of Executive Sessions**

There were no executive sessions requested.

**12) Adjourn**

There being no further business Mayor Ortega declared the meeting adjourned at 8:24 P.M.

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City Clerk

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Mayor



# Regular City Council Meeting

## OldBusiness-8A

Ordinance 1675

### July 12, 2016

#### Summary Information

Title

**SECOND READING OF ORDINANCE 1675, AN ORDINANCE AMENDING SECTION 020 (ADDITIONS OR MODIFICATIONS) OF CHAPTER 04 (MODEL TRAFFIC CODE) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE FOUNTAIN MUNICIPAL CODE TO LIMIT THE USE OF CITY PUBLIC RIGHTS-OF-WAY BY TRUCKS TO DESIGNATED ROUTES, AND FOR RELATED PURPOSES**

Initiator : City Manager

Presenter: City Manager

Legal Review:  Yes  No

Council Action

Council Information

Report to Council

Document Attached: Ordinance Amending the City Code

There have been no changes to this ordinance since first reading.

#### Background Information

The City does not limit truck travel to designated truck routes. Ordinance No. 1191, adopted in 2003, established truck routes in the City, but for various reasons that ordinance has not been enforced in recent years. The ordinance limited trucks with a gross vehicle weight rating (GVWR) of 10,000 pounds or greater to designated routes, a rating that staff believes is unnecessarily restrictive. The proposed ordinance repeals Ordinance No. 1191.

The proposed ordinance also repeals Resolution 99-025. That resolution prohibits vehicles with a GVWR of 10,000 pounds or greater from travel on Ohio Avenue. The prohibition was implemented as a resolution, not as an ordinance, and for that reason is not a part of the traffic code and is not enforceable. In addition, because Ohio Avenue is a major traffic route in the City, the City may need to designate portions of Ohio Avenue as a truck route. This is the case because Colorado law prohibits municipalities from severely restricting truck travel in their city limits and forcing trucks onto routes designated as truck routes in the surrounding unincorporated county or in abutting municipalities.

A significant difference between Ordinance No. 1191 and the proposed ordinance is that the 2003 ordinance specifies the truck routes, and therefore the City cannot change those routes as the City changes without returning to Council: the proposed ordinance delegates the authority to designate truck routes to the City Engineer, a practice that is employed by other municipalities. Although by this delegation by Council yields direct control to designate truck routes to the Administration, Council retains its inherent authority to direct the City Manager to amend truck route designations as Council deems appropriate.

The proposed ordinance also increases the GVWR to 26,000 pounds, thus permitting trucks under that rating to travel on all City rights-of-way.

The proposed ordinance changes the name of the City's traffic code from "Model Traffic Code" to "Fountain

Municipal Traffic Code.” Staff believes that this change will more accurately identify the City’s traffic code and will reduce confusion between the City’s traffic code and the model traffic code that the City incorporates into the City Code by reference, that is, the “Model Traffic Code for Colorado.” The Model Traffic Code for Colorado was drafted by the Colorado Department of Transportation.

***Recommendation***

Staff recommends adoption of the attached ordinance.

***Proposed Motion***

I move adoption of the ordinance.

ST  
CM Review



# Regular City Council Meeting

## **New Business – 9A**

Items Removed from Consent

*July 12, 2016*

### **Summary Information**

**Title:**

Consideration of Items Removed from the Consent Agenda

Initiator : City Clerk Huffman

Presenter: Silvia Huffman, City Clerk

Legal Review:  Yes  No

Council Action

Council Information

Report to Council

**Summary Overview and List of Attachments:**

Any Items removed from the Consent agenda for further discussion shall be heard under this item

### **Background Information**

N/A

### **Recommendation**

N/A

### **Proposed Motion**

ST  
CM Review



# Regular City Council Meeting

**New Business – 9B**

*July 12, 2016*

### Summary Information

Title:

**Review and Approval of Resolution #16-021, A RESOLUTION APPOINTING TODD EVANS AS THE DEPUTY CITY MANAGER, PURSUANT TO SECTION 3.2 OF THE FOUNTAIN CITY CHARTER.**

Initiator (Type Name and Initial): Scott Trainor *ST*

Presenter: Scott Trainor, City Manager

Legal Review:  Yes  No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

The purpose of this action item is to approve a Resolution appointing Todd Evans, the current Community Development Director, as the Deputy City Manager.

Attachments: Resolution #16-021  
Organizational Chart  
Job Description

### Background Information

With the departure of Dave Smedsrud, the City does not have an appointed Deputy City Manager to fulfill the role envisioned in the City Charter, which provides support for the City Manager and also another back-up in the case of the City Manager's absence.

Section 3.2 of the City Charter reads as follows:

The City Manager may suggest, and the Council shall select by resolution, a Deputy City Manager to act in the absence of the City Manager or during a vacancy in the office. The position of Deputy City Manager may be filled either by a current employee as an additional duty or be a separate budgeted position. The Deputy City Manager shall, while acting in the capacity of the City Manager, have all the responsibilities, duties, functions, and authority of the office of City Manager. In the event of the incapacity or inability of the City Manager to act and of the Deputy City Manager to act instead of the City Manager, the City Clerk shall have all the responsibilities, duties, functions, and authority of the City Manager while so acting.

With the attached Resolution, the City Manager is requesting that the City Council support him in the appointment of Todd Evans, the City's current Community Development Director, to fill this role. With this appointment, some organizational structural changes will be made (with Council's consent) to strengthen our Executive team, create more direct accountability in some departments, and to balance the City Manager's span of control. The proposed organizational chart shows how this structure would look.

### Recommendation

Because of Mr. Evans' background, experience, leadership capabilities, knowledge of the community, communication skills, community relationships, personal & professional values, and integrity, the City Manager strongly recommends Todd to fill this role. Following are a few highlights of his background:

- Worked 20+ years in law enforcement holding various command & leadership positions, including 5 years as the Police Chief of Fountain. During his tenure here, he worked diligently and successfully to improve the level of professionalism and accountability in the department.
- Worked 3 years in the residential and commercial development industry as Vice President of Project Development for Infinity Land Corporation.
- Has worked in private security as a personal security contractor.
- Received a B.A. in Criminal Justice from the University of New Mexico.

Following is a Bio:

Todd Evans was the Chief of Police for the Fountain Police Department from 2010 to 2015 before returning to the El Paso County Sheriff's Office, where he was also a Chief. Evans left EPSO at the beginning of 2007, at the time he was assigned to the Administrative Services Division in the position of Training Director of 600+ employees as well as supervising the Police Training Academy. He has worked and supervised in several assignments such as Patrol, Gang Unit, Swat, K-9, Plain Clothes Special Enforcement Unit, Hi-Intensity Community Oriented Unit, Investigations and Training Units. He holds a Bachelor of Science Degree in Criminal Justice from the University of New Mexico. As a Tactical Team Operator, Sergeant and then Commander he over saw all operations and conducted numerous operations with/for Federal Agencies (ATF, FBI, ICE, Secret Service), Military installations (Air Force Academy, Ft Carson, Shriever Air Force Base, Peterson Air Force Base), Multi-National (NATO), as well as State and Local Law Enforcement. He was a member of the Colorado POST subject matter expert board for Advanced Officer Training. He has instructed/presented at various Law enforcement courses on SWAT Operations and Gangs, these include: the 2004 National Tactical Officers Association Conference, the Texas Tactical Police Officers Association Annual Conference in Austin Texas, the Rocky Mountain Tactical Team Association Conference, and the Southwest New Mexico SWAT Association Conference in Las Cruces, NM., the Colorado District Attorney's Conference and the 2005 U.S. Department of Justice Conference in Kansas City (Gun Interdiction Unit), these presentations included the tactics utilized in the capture of the "Texas Seven" fugitives in 2000. Todd began training in schools following the Columbine incident in 1999 since then he has trained at hundreds of Schools, churches, business's, etc both in a Law Enforcement role and for private corporations. Todd worked executive protection for major Hollywood star traveling throughout the world as the travel team leader. This included spending 2 months in Africa at the World Cup working with the U.S. Soccer Federation. While attending college Todd spent 4.5 years with the Albuquerque Public Schools System as Campus Security, he has volunteered as a security director with the Colorado Springs Christian Schools and is a former member of the Colorado Springs Archdiocese School Safety Committee. Todd currently is a board member with the Colorado Association of Chiefs of Police (CACP) and serves on the following local boards: Pikes Peak Community College Law Enforcement Board, YMCA SE/Armed Services branch Board and the Colorado Drive Smart Board. His most treasured and valuable experiences are as a husband to his wife, of 24 years, Jennifer and as a father to his four children; Morgan, Mariah, Ty and Brody.

### *Proposed Motion*

**"I move to approve Resolution #16-021, A RESOLUTION APPOINTING TODD EVANS AS THE DEPUTY CITY MANAGER, PURSUANT TO SECTION 3.2 OF THE FOUNTAIN CITY CHARTER."**

*ST*

CM Review



**RESOLUTION 16-021**

**A RESOLUTION APPOINTING TODD EVANS AS THE DEPUTY CITY MANAGER, PURSUANT TO SECTION 3.2 OF THE FOUNTAIN CITY CHARTER.**

**WHEREAS**, the City of Fountain is a large and growing City with the desire to continue to be a progressive leader in addressing municipal issues; and,

**WHEREAS**, a key support position for the City Manager in fulfilling the City's mission and vision is a Deputy City Manager; and,

**WHEREAS**, Section 3.2 allows for the appointment of a Deputy City Manager position.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOUNTAIN, COLORADO, AS FOLLOWS:**

1. Mr. Todd Evans is hereby appointed as the City's Deputy City Manager, pursuant to Section 3.2 of the City's Charter.
2. This position is an at-will position, subject to the direction and oversight of the City Manager, in conjunction with the City Charter, City ordinances, City resolutions, City policies, or other management direction.
3. Nothing in this resolution shall be construed as a contract or promise of employment in any position for any length of time or under any particular conditions.

**PASSED AND ADOPTED** by the City Council of the City of Fountain, Colorado, this \_\_\_\_day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gabriel P. Ortega, Mayor

ATTEST:

\_\_\_\_\_  
Silvia Huffman, City Clerk

## City of Fountain

### Job Description

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Position Title: **Deputy City Manager**

FLSA Classification: Exempt

Department: Administration

Reports To: City Manager

Updated: 5/2016

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#### **GENERAL PURPOSE:**

Under direction from the City Manager, provides managerial and administrative support to the City Manager in planning, directing, coordinating, and overseeing City operations and assigned departments; and performs related duties as assigned. The incumbent must possess integrity, political awareness, excellent communication skills, and the ability to work and collaborate with diverse individuals and groups.

#### **SUPERVISION EXERCISED:**

Exercises varying levels of supervision, dependent upon departments assigned.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Maintains and supports a positive, collaborative culture within the City organization as a whole, fully embracing the cultural and values statements espoused by the City.
- Serves as an ambassador of the City.
- Assists the City Manager in managerial and administrative functions related to the oversight of City and assigned department goals, objectives, and priorities; investigates issues, proposes solutions, and implements change; creates committees and task forces and initiates a proactive working environment to reach resolution to problems or issues.
- Directs, oversees, and evaluates multiple City departments and personnel; works with department management to establish appropriate service and staffing levels and monitors the efficiency and effectiveness of department goals; provides overview and communicates information regarding reorganizations, political issues, Council briefings, strategic planning, contingency plans, and process improvement efforts.
- Represents the City and City Manager at meetings and communicates critical information to the City Manager; participates in the legislative hearing process; works with other agencies on programs and projects of mutual concern; serves on local and regional boards and committees; may act as the City Manager in his/her absence.
- The Deputy City Manager shall, while acting in the capacity of the City Manager, have all the responsibilities, duties, functions, and authority of the office of City Manager.
- Interacts with department heads/staff in handling operational issues by advising, mentoring and resolving, as appropriate.
- Confers regularly with the City Manager to determine basic policy and operating principles/procedures.
- Assists with budget review and participates in setting budget policy direction.
- Represents the City in relationships with other governmental agencies.

- Provides support for the City Manager in accomplishing activities and special projects having citywide impact.
- Selects, manages and evaluates subordinate staff.

**PERIPHERAL DUTIES:**

- Represents the City through participation on committees, task forces and study groups, as needed.
- Provides information and technical assistance to the City Manager.
- Analyzes and recommends improvements to existing programs and processes, as needed.
- Performs other duties as assigned by the City Manager.

**MINIMUM QUALIFICATIONS:**

Education and Experience:

- Bachelor's Degree from an accredited college or university in Public or Business Administration or a related field
- Ten (10) years of experience in Public Administration, two (2) of which were at the managerial level

Note: An equivalent combination of related training and experience may be considered.

Certifications & Licenses:

- Possess and maintain a valid Colorado driver license.

Knowledge, Skills and Abilities

- Ability to effectively manage time and work production.
- Ability to communicate effectively orally and in writing
- Ability to establish and maintain effective working relationships with City employees and the general public.
- Ability to exercise sound judgement in evaluating situations and in making decisions.
- Thorough knowledge of the rules, regulations, policies, and operating procedures for the City of Fountain and the City Manager's Office; City of Fountain organizational structure, goals and objectives; modern practices and procedures for public administration and governmental budgeting; federal, state, and local laws and codes impacting the city management functions; principles and practices of program development and administration; principles and practices of supervision including training and performance evaluation.
- Good knowledge of the functions, and operating procedures of the departments directly supervised.
- Ability to communicate effectively verbally and in writing; compare clear and concise reports and correspondence; establish and administer budgets as part of the strategic planning process; assist in developing department wide and city wide goals and objectives; facilitate the effective and positive resolution of problems affecting city administration; analyze and evaluate new service delivery methods and techniques; establish and maintain effective working relationships with those contacted in the course of work.
- Skill in the use of office equipment including personal computer.

**TOOLS AND EQUIPMENT USED:**

Personal computer and other office equipment.

**PHYSICAL DEMANDS:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

While performing the duties of this job, the employee is frequently required to sit, talk, and hear. The employee is required to use hand to finger, handle, grasp or feel objects, tools, or controls, and reach with hands and arms. Requires repetitive movements standard in office-related activities such as typing, and sitting and standing, talking in person and via telephone. This position is occasionally required to stoop, kneel or crouch.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, depth perception and the ability to adjust focus. Ability to operate a vehicle. Ability to community with citizens on a daily basis.

**WORK ENVIRONMENT:**

While the majority of this position's duties are performed indoors, the incumbent may be asked to spend time in an out-of-door environment, in other premises, and in the vehicle commuting to another City or worksite locations. Job may also require work during early morning, late evening, weekends, or holidays.

The work environment characteristics described herein are representative of those an employee may encounter while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

**MENTAL ACTIVITIES**

Reasoning: Ability to apply common sense understanding to carry out assigned duties. Ability to reason with a diversity of cultures and individuals and difficult conditions and often strong and vocal viewpoints.

Logic: Ability to perform basic skills, including organizational and process management. Ability to perform the four basic arithmetic operations (addition, subtraction, multiplication, division). Ability to remember situations, codes, details, laws, regulations, procedures, and policies.

Language/Communication: Demonstrable ability to communicate clearly and concisely orally and in writing. Ability to write simple sentences containing subject, verb, and object, and/or series of numbers, names and addresses. Ability to read papers, periodicals, journals, manuals, dictionaries, thesaurus, and encyclopedia.

*All job descriptions have been reviewed to ensure that only essential functions and basic duties have been included. Peripheral tasks, only incidentally related to each position, have been included. Requirements, skills and abilities included have been determined to be the minimal standards required to successfully perform the position. In no instance however, should the duties, responsibilities and requirements be interpreted as all-inclusive. Supervisors as deemed appropriate may assign additional functions and requirements.*

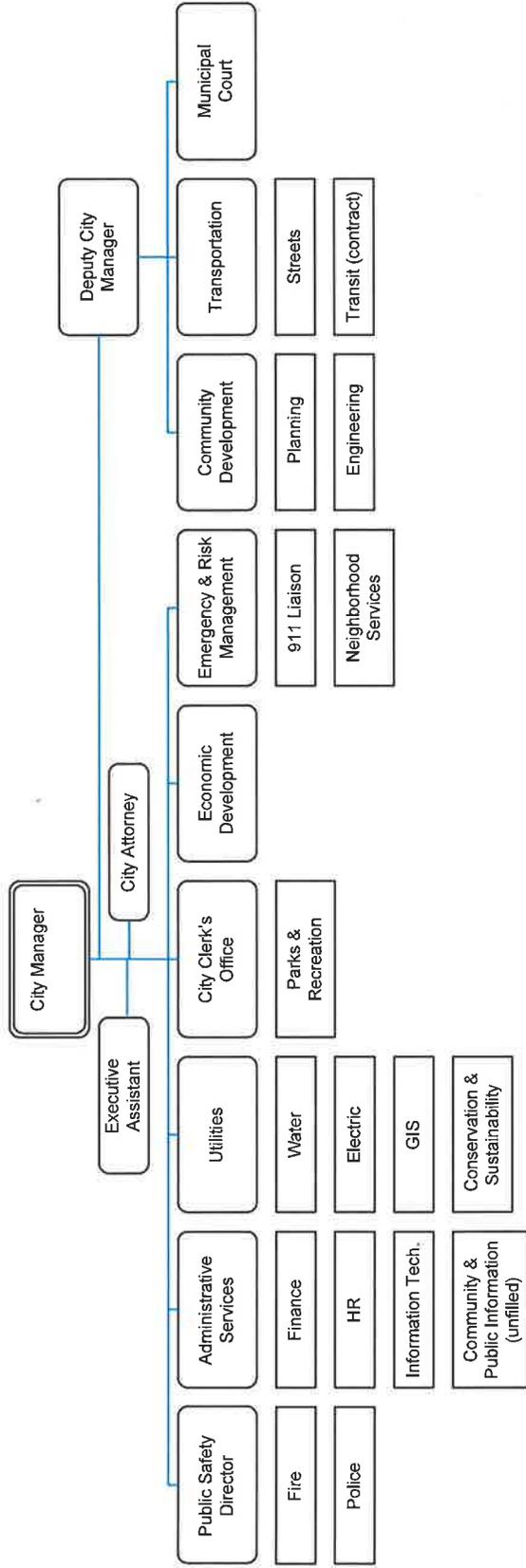
*In accordance with Americans with Disabilities Act, it is possible that requirements may be modified to reasonably accommodate disabled individuals. However, no accommodation will be made which may pose serious health or safety risks to the employee or others or which may pose undue hardships on the organization.*

*This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the need of the employer and requirements of the job change.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# City Overview





# Regular City Council Meeting

**New Business – 9C**

*July 12, 2016*

### Summary Information

Title:

**2016 Pavement Resurfacing Project Report**

Initiator (Type Name and Initial): Public Works Director

Presenter: Duane Greenwood, Public Works Director

Legal Review:  Yes  No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

The purpose of this item is for Public Works staff to report before the Council regarding the status of the City Annual Street Pavement Resurfacing Program and to present recommendations for the 2016 through 2020 Resurfacing Project Lists prior to advertising for construction bids.

**Attachment: 2015 GASB Street Condition Summary, 2007 Resurfacing Backlog Data & Effective Pavement Maintenance Chart**

### Background Information

Asphalt pavement is typically designed for a 20-year life assuming regular routine maintenance. Annual resurfacing needs exceed \$1.25 million. In 2007 Public Works reported to City Council that it would likely take more than 266 years to catch up on the backlog of pavement resurfacing needs for the 89 miles of roadways (assuming no annual construction cost or road mileage increases) based upon a \$150,000 resurfacing budget.

As part of the Fall 2009 voter approved “Moving Fountain Forward” Transportation Sales Tax Measure the Public Works Street Division receives funding for street pavement resurfacing. This local transportation sales tax currently provides approximately 0.3 million dollars each year for pavement resurfacing. This sales tax revenue covers less than 1/4<sup>th</sup> of the total annual pavement resurfacing needs for all of the 102.68 centerline miles of paved roadways throughout the community. As such there will likely always be more pavement resurfacing needs than current funding can address.

Following is a list of projects completed to date utilizing the sales tax funded pavement resurfacing program:

**2010 Pavement Resurfacing Projects:**

- Camden Blvd from Plaza Blvd to Fire Station No. 3
- Plaza Blvd from Hwy 85 to Walmart Main Entrance
- South Main Street from Illinois Ave. to Valley Street
- Progress Drive from Link Rd. to Wilson Rd.

**2011 Pavement Resurfacing Projects:**

- Crest Drive from Hwy 85/Santa Fe to Westerly Bend near Crest Street
- Ridge Drive from Crest Street to Crest Drive
- Comanche Village Drive from Hwy 85 to Rustique Drive
- Corte Amino from Mesa Elementary School to Fountain Mesa Road
- Fortman Avenue from Fountain Mesa Road to Franconia Drive
- Medicine Bow Avenue from Fountain Mesa Road to Millbrook Circle (West)

## **2012 Pavement Resurfacing Projects:**

**Bar B Road Loop Section Northerly of Falling Star Road  
Bar B Road from Falling Star to Wineglass Road  
Wineglass Road from Bar B Road to 300 feet North  
Hayloft Lane from Jimmy Camp Road to Progress  
Fountain Mesa Road from Moss Bluff to Calle Entrada  
Camino Del Rey from Monterey Way to Fountain Mesa Road  
Monterey Way Widening from Comanche Court to Calle Entrada (Capital Sales Tax Project)**

## **2013 Pavement Resurfacing Project List**

**Old Pueblo Road from Jordan Road to Link Road  
Old Pueblo Road from Link Road to Jimmy Camp Creek  
C&S Road from Cross Creek Drainage Culvert to Link Road  
Plaza Boulevard from Camden to Provincial Drive  
Provincial Drive Full Length near Paladin Place to Lovitt Lane  
Lovitt Lane from Southmoor Drive to Provincial Drive  
Paladin Place from Southmoor Drive to Provincial Drive**

## **2014 Pavement Resurfacing Project List**

**Link Rd. – Old Pueblo Road to UPRR Tracks  
Diamond E Rd. – Double D Rd to 600 Ft. Westerly  
Flying F Rd. – Double D Rd. to Sunrise Rd.  
Fountain Mesa Rd. – Lake Ave. to Moss Bluff Ct.  
Lake Ave. – Pond Terrace to Fence Post Ct.  
Pond Terrace – Hadley St. to Lake Ave.  
Lyckman Drive – Grinde Drive to Highway 85  
Lyckman Place – Entire Loop off Lyckman Drive  
Grinde Drive – Iris Drive to E'ly Lyckman Drive  
Trapper Lane – All from Grinde Dr. to Grinde Dr.  
Royalty Place – Crest Drive to Ridge Drive  
Ridge Drive – Royalty Place to Windsor Lane**

## **2015 Pavement Resurfacing Project List**

**Bandlely Drive – Clover Ditch Bridge to CSU Electric Substation Southern Property Line  
South Santa Fe Avenue – Highway 85 Traffic Signal to Fountain Sanitation Treatment Plant Gate  
West Ohio Ave. – Highway 85 to 130 Ft. Easterly of BNSF Railroad Crossing**

**The highest priority should be maintenance of collector and arterial streets that carry the majority of traffic. However, we cannot neglect the needs of local residential roadways. As such the Streets Division has attempted to maintain a good mix of resurfacing projects throughout the community. Due to funding limitations it is simply not practical to complete all of the highest priority projects in any given year. After a careful review of the various combination of potential projects the Public Works Street Division recommends the following 2016 through 2020 Pavement Resurfacing roadway segments with estimated costs in 2016 Dollars:**

**2016 Pavement Resurfacing Recommended List (\$ 243,000)**

**Syracuse St. – Mesa Rd to Mesa Ridge Parkway (\$ 83,000)**

**Mesa Rd. – Syracuse to Kum & Go (\$ 71,000)**

**Peaceful Valley Rd. – East of Low Water Crossing to Rolling Ridge (\$ 44,000)**

**Lazy W Rd. – Full Loop Link to Link (\$ 45,000)**

**Note: 2016 Pavement Resurfacing Capital Equipment Budgeted Purchases (\$40,000) for a used asphalt pavement spreader machine and a new fully enclosed asphalt milling pickup broom skid steer loader attachment.**

**2017 Pavement Resurfacing Recommended List (\$ 370,000)**

**Southmoor Drive – Puerta Rd to Lovitt Lane (\$ 113,000)**

**Link Road – Squirrel Creek Rd to C&S Road (\$ 159,000)**

**Rustique Drive – Commanche Village Dr. to Electric Substation (\$ 98,000)**

**2018 Pavement Resurfacing Recommended List (\$ 390,000)**

**Old Pueblo Road – Valley Rd. to Jimmy Camp Creek Bridge (\$ 57,000)**

**Jimmy Camp Road – Link Rd. to Hayloft Lane (\$69,000)**

**El Paso Street – Alabama Ave to Comanche Village Dr. (\$128,000)**

**Creek Front Drive – Silver Glen Dr. to Park Glen Dr. (\$ 55,500)**

**Double D Road – Bar B Rd. to Sunrise Rd. (\$ 80,500)**

**2019 Pavement Resurfacing Recommended List (\$ 310,000)**

**Progress Drive – Link Rd to Hayloft Lane South Intersection (\$ 102,000)**

**Jimmy Camp Road – Hayloft Lane to Como Bay Street (\$ 111,000)**

**Autumn Place – Fountain Mesa Road to Stubble Field Drive (\$ 97,000)**

**2020 Pavement Resurfacing Recommended List (\$ 278,500)**

**Ohio Avenue – BNSF Crossing to Jimmy Camp Road (\$ 178,500)**

**Southmoor Drive – Carson Blvd to Puerta Road (\$ 46,000)**

**Crest Drive – Bandle Drive to Northeasterly Road Curve (\$ 54,000)**

***Recommendation***

**Staff recommends that City Council accept the Public Works 2016 Pavement Resurfacing Report and direct staff to proceed with Bid Advertisement utilizing the staff recommended 2016 Project List.**

***Proposed Motion***

**I recommend that City Council accept the Public Works 2016 Pavement Resurfacing Report and direct staff to proceed with Bid Advertisement utilizing the staff recommended 2016 Project List.**

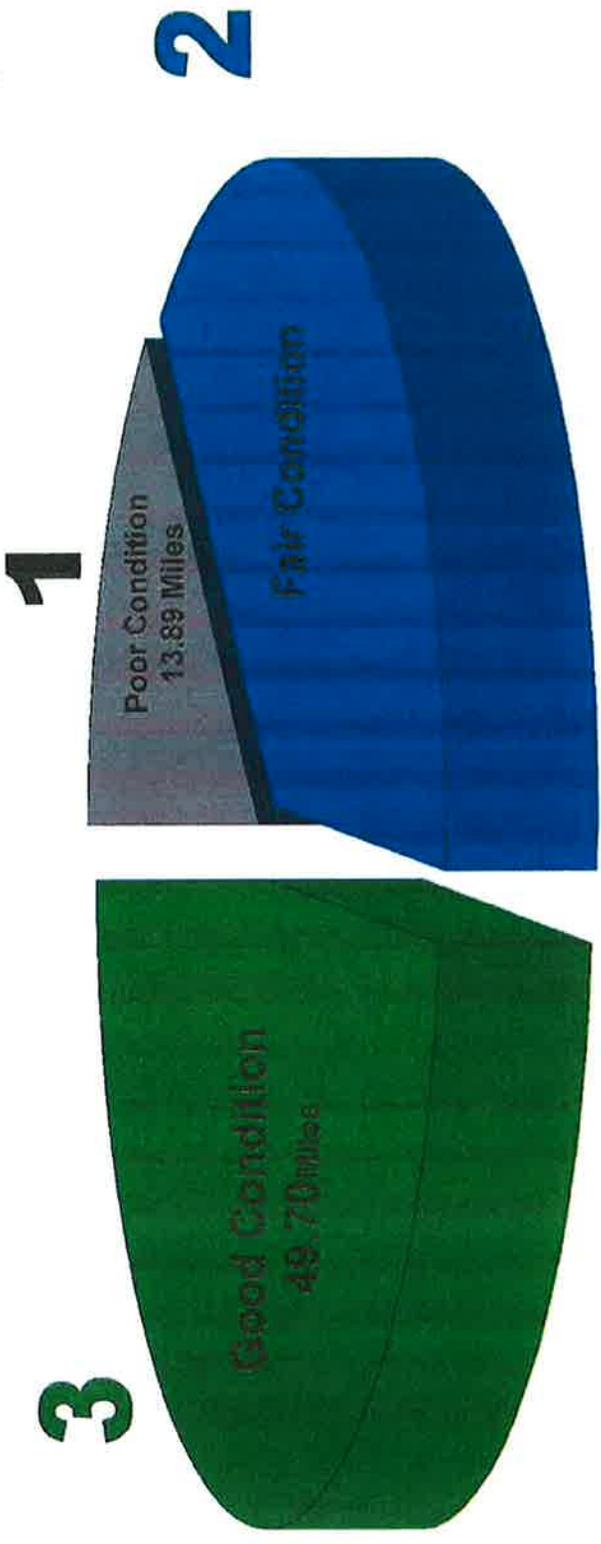


# FOUNTAIN'S STREET CONDITIONS

Total Miles = 102.68

## Street Ratings

- 3 = Good
- 2 = Fair
- 1 = Poor

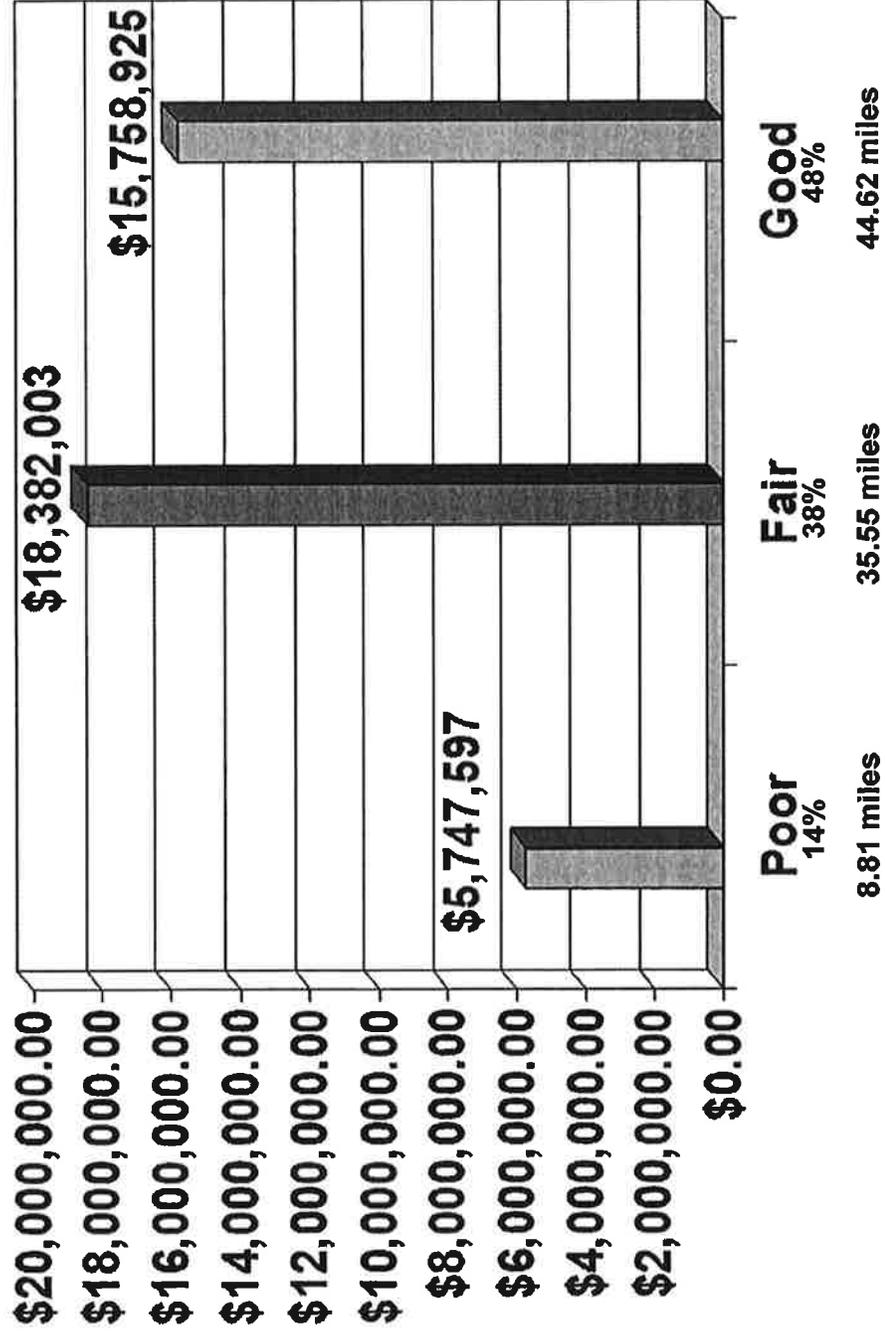


2015 STREET COSTS			
<u>STREET PAVEMENT RATINGS</u>	<u>TOTAL MILES</u>	<u>ORIGINAL EST. COST</u>	<u>CURRENT BOOK VALUE</u>
Poor (1)	13.89	\$5,031,230.16	\$2439325.15
Fair (2)	39.09	\$36,253,968.96	\$22568474.49
Good (3)	49.70	\$60,695,604.72	\$52040486.75
<b>Totals</b>	<b>102.68</b>	<b>\$101,980,803.84</b>	<b>\$77048286.40</b>

## 2015 STREET COSTS

STREET PAVEMENT RATINGS	TOTAL MILES	ORIGINAL EST. COST	CURRENT BOOK VALUE
Poor (1)	13.89	\$5,031,230.16	\$2,439,325.15
Fair (2)	39.09	\$36,253,968.96	\$22,568,474.49
Good (3)	49.70	\$60,695,604.72	\$52,040,486.75
<b>Totals</b>	<b>102.68</b>	<b>\$101,980,803.84</b>	<b>\$77,048,286.40</b>

# 2007 Repair Costs Based on Street Conditions



2007

# RESURFACING BACKLOG

ANNUAL BUDGET      TIME TO COMPLETE

   CURRENT NEEDS

\$150,000

266 Years

\$750,000

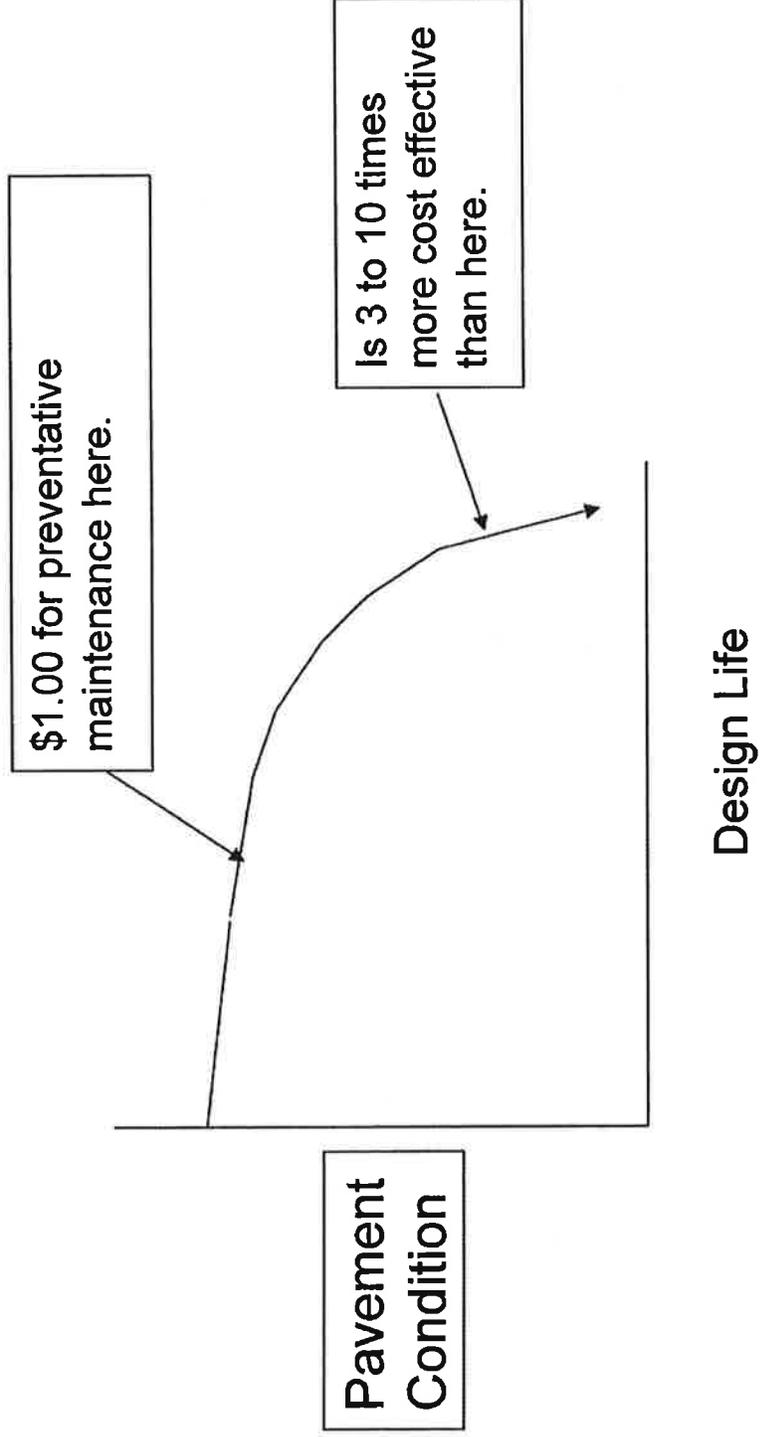
54 Years

\$1,200,000

33 Years

Assuming no annual construction cost increases.

# Effective Preventative Pavement Maintenance





# Regular City Council Meeting

## New Business – 9D

### July 12, 2016

#### Summary Information

**Title:**

**July 2016 Fountain Municipal Transit Service Report**

Initiator: Public Works Director

Presenter: Duane Greenwood, Public Works Director

Legal Review:  Yes  No

Council Action

Council Information

Report to Council

**Summary Overview and List of Attachments:**

The purpose of this item is for Public Works staff to report before the Council regarding the status of the Fountain Municipal Transit (FMT) Services.

**Attachment: FMT Services Schedule Brochure, FMT June 2016 Report & Public Transportation Budget Report**

#### Background Information

Fountain Municipal Transit (FMT) Services are fully funded through the 2009 Transportation Sales Tax (0.25 cent Portion of 0.75 cent sales tax). FMT Services began in April 2012. Prior to this time frame the Fountain contracted out transit services through Colorado Springs Mountain Metro Transit (MMT). This service consisted of a single 1.5 hour fixed bus loop along with separate paratransit (ADA) service. MMT contracted cost of services ultimately exceeded City Transit revenue. The City conducted a detailed transit service study and elected to start up a separate deviated-route transit system for much less than MMT could provide. The City then lease purchased (5-year Term) a used 2001 Ford Cut-Away (Gas Engine) Bus and a 2011 Arboc Mobility (Gas Engine) Bus to initiate FMT service. In addition the City secured a State of Colorado Faster Transit Grant to purchase three 2012 Startrans E-Lo Diesel Transit Buses. The City contracted out with the Fountain Valley Senior Center for Dispatch and Extra Paratransit Services. However, the FMT Mechanic and other Operators/Drivers are regular part-time City of Fountain employees.

In late fall 2014 FMT also purchased a 2011 Startrans E-Lo Diesel Demo Bus for subsequent conversion as an additional long-term back-up bus. The City received a special discount from Supreme Corporation since they were in the process of being bought out by a competitor and the Startrans E-Lo Bus product was going to be phased out. The Transit Mechanic with Fleet Manager Assistance finally secured needed parts to convert the 2011 Startrans E-Lo Demo Bus into an operational FMT public transit bus similar to the other FMT buses. This additional backup bus (Unit No. 6) was placed in service on June 14, 2016. FMT transit services are still primarily provided utilizing the three 2012 Grant Funded buses consistent with grant provisions. If the City fails to utilize these three 2012 buses as outlined in the Faster Transit Grant, then the City is subject to penalties/fines.

FMT service generally follows the original Fountain MMT route. FMT generally operates two buses with 30-minute headways followed by 1-hour gaps in service at each bus stop. FMT service is currently provided Monday thru Friday except for City Holidays. Originally FMT service also included a ½- hour lunch break gap in service. In 2015 the lunch time service gap was eliminated and evening service was extended by 1-hour. FMT operates a deviated service in that the fixed route bus has some route schedule flexibility to provide scheduled appointment pick-up or drop-off within a ¾ mile distance of the fixed route for a nominal extra service fee. Under Federal Funding guidelines a deviated transit service systems are not mandated to also provide separate expensive paratransit bus service. The FMT Brochure clearly states: "FMT cannot assume responsibility for delays or failures to make connections caused by vehicular traffic, weather conditions,

mechanical failure or shortages of manpower or equipment.” MMT Fixed Route Brochures also have a similar but shorter statement: “MMT cannot assume responsibility for delays or failures to make connections.”

FMT regular part-time employees are limited to an average of 29 hours per week and 1500 hours per year to stay within the Federal Affordable Health Care Act restrictions. As noted above FMT operates two buses at a time with 7.5 to 8-hour shifts, 4-shifts per day, 5-days per week for a total of approximately 160 deviated fixed-route service hours per week (Average of approximately 27-hours/week per operator). FMT currently has a total of six operators/drivers and one transit mechanic/backup driver. FMT employees are generally scheduled to work a schedule of 4-shifts one week and 3-shifts the next week to stay below the aforementioned limit. Federal guidelines prohibit drivers from operating back to back shifts. The FMT transit mechanic also serves as a back-up driver as needed. Other City Fleet Mechanics fill-in as emergency back-up transit mechanics even though most are not currently licensed to legally operate FMT transit vehicles on public roadways. Similar to other City Fleet vehicles/equipment some specialty fleet maintenance work is contracted out to other service providers.

During the last year or two FMT has seen a significant turn over in operators. Four operators resigned for better positions that provided benefits. Two operators resigned due to health issues that prohibited them from driving public transit buses. Most FMT regular part-time employees have other personal commitments scheduled around normal work hours including schooling and other supplemental gainful employment. During times of turnover, illness or other leave of absence it becomes problematic to cover driver shifts and to keep up with transit vehicle maintenance. Transit buses are also typically taken out of service whenever there is an obvious public safety issue and when ADA lifts/ramps are not operational. Some vehicle parts and/or equipment are not readily available from local vendors and thus require extended delivery times before repairs can be completed. Multiple buses can thus be out of service in relatively short periods of time.

Since January 2016 (after FMT Mechanic Emergency Medical Leave of Absence) FMT has operated six days with only one bus in service. During this same time period FMT operated twenty-one days with two buses in the AM and one bus in the PM due to staffing shortages/restrictions. The FMT Mechanic fills in where possible during FMT Driver staff shortages. FMT filled the latest driver vacancy on May 16, 2016.

Last year FMT attempted to hire an on-call backup driver that ultimately did not work out. A 2017-2018 City Budget request has been submitted to the Finance Director for City Administration/Council consideration in providing basic Obama Care Mandated Health Benefits for FMT Drivers/Operators in order to provide greater shift coverage capacity of up to 39 hours per week in addition to a request for changing the FMT Mechanic/Backup Operator position to Full-Time.

FMT and Senior Center Dispatch staff continue to do their best in providing needed transit services for the community. Last year FMT considered providing Saturday service on a trial basis. However, such plans were delayed until service reliability and associated budget constraints can be resolve.

### *Recommendation*

Staff recommends that City Council accept the July 2016 FMT Service Report, provide comments and utilize the report data during upcoming 2017-2018 Budget considerations.

### *Proposed Motion*

None

## Fountain Municipal Transit Fare Schedule

**Regular Fare/One Ride Adult** (ages 12-59)  
\$1.50

22 Ride Bus Pass \$30.00

### **Special Patron/Economy Fare**

- Children ages 6 - 11 (5 and younger free with paid adult)
- Medicare/Disabled
- Senior (ages 60+)
- Student (ages 12 - high school) \$0.85

22 Ride Bus Pass \$17.50

### **Deviation Fare**

- Regular Fare for 1 deviation \$4.50
- Disabled Fare for 1 deviation \$2.25
- Regular Fare for 2 deviations (pick-up and drop-off) \$6.00
- Disabled Fare for 2 deviations (pick-up and drop-off) \$3.00
- (1st Priority scheduling will be for disabled)

### **Monthly Fare**

31 Day Unlimited Ride Pass \$54.00

*\*Fares are subject to change  
Exact fare or pre-purchased ticket. Neither the fare  
box or bus driver can make change.*

### **PURCHASE LOCATIONS**

Fountain Valley Senior Center  
5745 Southmoor Dr., Fountain CO 80817

Fountain City Hall  
City Clerk  
116 S. Main Street, Fountain CO 80817

**SAFETY:** Safety is our first concern for all passengers. To help ensure the safety, security, comfort and convenience of all passengers riding Fountain Municipal Transit, please:

- Watch your step while getting on or off the bus.
- Offer front seats to elderly and disabled riders.
- Have children 5yrs and younger sit with you or on your lap.
- Fold strollers/grocery carts and place away from aisle.
- Listen to music through headphones as a courtesy to other riders.
- No Pets.
- Wear proper attire when riding. Shoes and shirt required.
- Do NOT bring open food or drink containers on the bus.
- Do NOT smoke on bus.
- Do NOT bring flammable liquids, firearms, or weapons on the bus.
- Do NOT distract the bus driver.
- Do NOT use profanity, obscene language or gestures on the bus.
- Wait until the bus comes to a complete stop before leaving your seat.
- Use caution during wet or icy weather, Steps may be slippery.
- Bikes shall be loaded onto the front exterior mounted bus bike racks. Bicycles are not permitted inside of the bus. Except as authorized and properly secured by bus driver.



# MUNICIPAL TRANSIT



Kneeling Position / Ramp Deployed

## Deviated Fixed Route



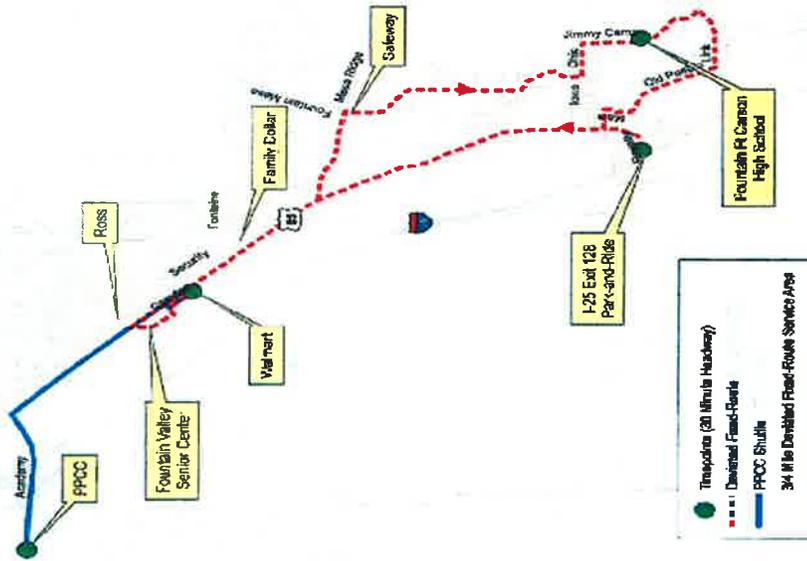
*All buses are equipped  
to transport wheelchairs*

**(719)392-3500**

**www.fountaincolorado.org**



# Deviated Fixed Route



**Deviated Fixed Route:** Call (719)392-3500

48 hrs prior to schedule for deviated service.  
\*see fare schedule

**BUS TRAVEL:** Look for a bus stop. Be sure the bus driver can see you at your stop. Have exact change or pre-purchased ticket ready. Neither the fare box nor the driver can make change. To exit the bus, press the STOP button. To signal the driver to stop at the next bus stop.

## FOUNTAIN MUNICIPAL TRANSIT

Deviated Fixed-Route Schedule

30-minute bus headway except for 10 one-hour periods

***Shuttle Service between Camden and PPCC										
** Deviated Fixed Route										
Depart Camden @ (Subway)	Ftn Mesa Rd. (Walgreens)	Ohio Ave. (Metcalfe Park)	Jimmy Camp Rd. (Fountain High School)	Royalty Place (I-25 Exit 128 Park & Ride)	Hwy 85 Comanche Village Dr.	Arrive Camden @ (AutoZone)	Depart Camden @ Plaza (AutoZone)	Arrives PPCC	Departs PPCC	Arrives Camden @ Plaza (Subway)
4:55 AM	5:03 AM	5:12 AM	5:17 AM	5:27 AM	5:32 AM	5:40 AM	5:50 AM	6:05 AM	6:15 AM	6:25 AM
5:55 AM	6:03 AM	6:12 AM	6:17 AM	6:27 AM	6:32 AM	6:40 AM	6:50 AM	7:05 AM	7:15 AM	7:25 AM
6:25 AM	6:33 AM	6:42 AM	6:47 AM	6:57 AM	7:02 AM	7:10 AM	7:20 AM	7:35 AM	7:45 AM	7:55 AM
7:25 AM	7:33 AM	7:42 AM	7:47 AM	7:57 AM	8:02 AM	8:10 AM	8:20 AM	8:35 AM	8:45 AM	8:55 AM
7:55 AM	8:03 AM	8:12 AM	8:17 AM	8:27 AM	8:32 AM	8:40 AM	8:50 AM	9:05 AM	9:15 AM	9:25 AM
8:55 AM	9:03 AM	9:12 AM	9:17 AM	9:27 AM	9:32 AM	9:40 AM	9:50 AM	10:05 AM	10:15 AM	10:25 AM
9:25 AM	9:33 AM	9:42 AM	9:47 AM	9:57 AM	10:02 AM	10:10 AM	10:20 AM	10:35 AM	10:45 AM	10:55 AM
10:25 AM	10:33 AM	10:42 AM	10:47 AM	10:57 AM	11:02 AM	11:10 AM	11:20 AM	11:35 AM	11:45 AM	11:55 AM
10:55 AM	11:03 AM	11:12 AM	11:17 AM	11:27 AM	11:32 AM	11:40 AM	11:50 AM	12:05 PM	12:15 PM	12:25 PM
11:55 AM	12:03 PM	12:12 PM	12:17 PM	12:27 PM	12:32 PM	12:40 PM	12:50 PM	1:05 PM	1:15 PM	1:25 PM
12:25 PM	12:33 PM	12:42 PM	12:47 PM	12:57 PM	1:02 PM	1:10 PM	1:20 PM	1:35 PM	1:45 PM	1:55 PM
1:25 PM	1:33 PM	1:42 PM	1:47 PM	1:57 PM	2:02 PM	2:10 PM	2:20 PM	2:35 PM	2:45 PM	2:55 PM
1:55 PM	2:03 PM	2:12 PM	2:17 PM	2:27 PM	2:32 PM	2:40 PM	2:50 PM	3:05 PM	3:15 PM	3:25 PM
2:55 PM	3:03 PM	3:12 PM	3:17 PM	3:27 PM	3:32 PM	3:40 PM	3:50 PM	4:05 PM	4:15 PM	4:25 PM
3:25 PM	3:33 PM	3:42 PM	3:47 PM	3:57 PM	4:02 PM	4:10 PM	4:20 PM	4:35 PM	4:45 PM	4:55 PM
4:25 PM	4:33 PM	4:42 PM	4:47 PM	4:57 PM	5:02 PM	5:10 PM	5:20 PM	5:35 PM	5:45 PM	5:55 PM
4:55 PM	5:03 PM	5:12 PM	5:17 PM	5:27 PM	5:32 PM	5:40 PM	5:50 PM	6:05 PM	6:15 PM	6:25 PM
5:55 PM	6:03 PM	6:12 PM	6:17 PM	6:27 PM	6:32 PM	6:40 PM	6:50 PM	7:05 PM	7:15 PM	7:25 PM
6:25 PM	6:33 PM	6:42 PM	6:47 PM	6:57 PM	7:02 PM	7:10 PM	7:20 PM	7:35 PM	7:45 PM	7:55 PM
7:25 PM	7:33 PM	7:42 PM	7:47 PM	7:57 PM	8:02 PM	8:10 PM	8:20 PM	8:35 PM	8:45 PM	8:55 PM

\*\* Note: Bus may be delayed up to 10 minutes for scheduled deviation service.

\*\*\* - Shuttle Stop @ SAH Walmart/Sains Club on way to PPCC

Effective Date: November 23, 2015

Schedules are subject to change. ALL TIMES LISTED ARE APPROXIMATE.

**CITY HOLIDAY INFORMATION (No Service)**  
Fountain Municipal Transit will be closed and will NOT provide service on the following holidays:

- New Years Day
- ML King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day After Thanksgiving
- Christmas Eve 1/2 day
- Christmas Day
- New Years Eve 1/2 day

**BUS OPERATING HOURS:** Mon—Fri appx. 4:55am - 8:10 pm (excludes weekends, and City Holidays)

Fountain Municipal Transit cannot assume responsibility for delays or failures to make connections caused by vehicular traffic, weather conditions, mechanical failure, or shortages of manpower or equipment.

Bus schedules, equipment, and fares are subject to change without notice.

**FMT CUSTOMER SERVICE:**

Mon—Fri, 8:00am - 5:00pm (excluding weekends and City Holidays) Call (719)392-3500

**Colorado Springs Mountain Metro Transit Information:**  
Call (719)385-7433



## FMT Monthly Report

JUNE 2016

Patrons: Route 1: Riders 789  
Route 2: Riders 1054  
Total Riders: = 1843

### Revenue:

	Units	Dollars
Blue Envelopes		
22 Ride Pass	5	100.00
31 Day Pass	2	108.00
Fares		1614.50
Payouts		
Sub Total		1822.50
City Hall Bus Pass Sales		251.50
 Grand Total Revenue		 2074.50

Mileage: Route 1: = 4968  
Route 2: = 4885  
Total Miles: = 9853

### Reported Deviated Routes

Route 1 = 0

Route 2 = 1

Total = 1

Assisted rides 60 and over-services provided by Fountain Valley Senior Center = 569

Number of calls from special needs patrons referred to FVSC = 3

Redeemed Single Adult Passes = 15

Non paid Riders (transfers and under aged children) = Bus 1 = 43 Bus 2 = 97

Total = 140

Note Worthy = Youth Passes (non paid riders Bus 1 = 46 , Bus 2 = 80 Total = 126

FMT YTD Totals

2016

Month/Days of service	Patrons	Fares	Passes	Deviated		FVSC Rides	Mileage	Average Fare	Sub Total Revenue
				Rides	Total				
Jan./19	1217	\$1,163.76	\$47.50	4	520	7731	\$1.00	\$1,211.26	
Feb./19	1153	\$1,124.50	\$30.00	2	469	6612	\$1.00	\$1,154.50	
Mar./23	1564	\$1,526.00	\$77.50	0	558	9384	\$1.03	\$1,603.50	
Apr./21	1472	\$1,528.50	\$194.00	2	578	8837	\$1.17	\$1,722.50	
May./21	1548	\$1,404.60	\$30.00	2	579	9027	\$0.93	\$1,434.60	
June./22	1843	\$1,614.50	\$208.00	1	569	9853	\$0.99	\$1,822.50	
July								\$0.00	
Aug.								\$0.00	
Sept.								\$0.00	
Oct.								\$0.00	
Nov.								\$0.00	
Dec.								\$0.00	
* Total days of service	8797	\$8,361.86	\$587.00	11	3,273	51444	\$1.02	\$8,948.86	
103									
Other Revenue	*City Hall	**Fountain	Other	Total	Total	GRAND TOTAL REVENUE	Average Fare		
Jan.	\$49.50	\$54,136.00		\$54,185.50	Jan.	\$55,396.76	\$1.03		
Feb.	\$141.50			\$141.50	Feb.	\$1,296.00	\$1.12		
March	\$265.00			\$265.00	March	\$1,868.50	\$1.19		
April	\$260.50			\$260.50	April	\$1,983.00	\$1.35		
May	\$241.50	\$27,427.00		\$27,668.50	May	\$29,103.10	\$1.08		
June	\$251.50			\$251.50	June	\$2,074.00	\$1.13		
July				\$0.00	July	\$0.00	\$0.00		
Aug.				\$0.00	Aug.	\$0.00	\$0.00		
Sept.				\$0.00	Sept.	\$0.00	\$0.00		
Oct.				\$0.00	Oct.	\$0.00	\$0.00		
Nov.				\$0.00	Nov.	\$0.00	\$0.00		
Dec.				\$0.00	Dec.	\$0.00	\$0.00		
				Total	Total	\$91,721.36	\$1.15		
				\$82,772.50					

\* Bus passes sold at City Hall

\*\* Fountain bus service compensation

PUBLIC TRANSPORTATION FUND										
G/L ACCOUNT NUMBER		2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	FY 2015 Actual	2016 AMENDED BUDGET	FY 2016 Actual at 6/30/2016	% Recd/Paid compared to Budget		
	<b>PUBLIC TRANSPORTATION FUND</b>									
	<b>PUBLIC TRANSPORTATION FUND REVENUE</b>									
290-000-3125	SALES TAX (.0025 of .0075) Includes new revenue of \$290,000 from UTW project starting on 2016	469,410	487,409	521,732	596,074	777,000	284,046	36.6%		
290-000-3333	FASTER GRANT CDOT		264,000		-	-				
290-000-3339	CDOT STIP Enhancement Grant					120,000	-	0.0%		
290-000-3610	INTEREST INCOME	189	1,649	1,952	2,302	800	796	99.6%		
290-000-3611	UNREALIZED GAIN/LOSS		(2,814)	367	(433)	-				
290-000-3612	REALIZED GAIN/LOSS ON INVESTMENTS	(38)	(314)	130	25	-				
290-000-3699	OTHER MISC REVENUE		3,400		-	-				
290-000-3953	CAPITAL LEASE PROCEEDS	108,700			-	-				
	<b>TOTAL PUBLIC TRANSPORTATION FUND REVENUE</b>	578,261	753,330	524,180	597,968	897,800	284,842	31.7%		
	<b>PUBLIC TRANSPORTATION FUND EXPENSE</b>									
	<b>SALARIES AND BENEFITS</b>									
290-118-1110	SALARIES & WAGES- TRANSIT	84,037	122,405	122,776	126,835	173,370	67,427	38.9%		
290-118-1410	SOCIAL SECURITY	5,210	7,589	7,612	7,864	10,750	4,180	38.9%		
290-118-1420	MEDICARE	1,219	1,775	1,780	1,839	2,520	978	38.8%		
290-118-1430	GROUP INSURANCE	75	205	220	242	-	135	0.0%		
290-118-1440	WORKMANS COMPENSATION		18,998	12,732	14,600	17,690	11,282	63.8%		
290-118-1450	UNEMPLOYMENT	252	367	368	380	530	202	38.2%		
	<b>TOTAL SALARIES AND BENEFITS</b>	<b>90,793</b>	<b>151,339</b>	<b>145,489</b>	<b>151,760</b>	<b>204,860</b>	<b>84,205</b>	<b>41.1%</b>		
	<b>OPERATING EXPENSES</b>									
290-118-2120	MINOR EQUIPMENT PURCHASES	5,321								
290-118-2224	UNIFORMS		71	496	1,598	1,000	545	54.5%		
290-118-2260	FUEL & OIL	30,694	34,484	36,051	22,829	52,000	6,763	13.0%		
290-118-2400	VEHICLE MAINTENANCE	9,361	9,491	9,559	15,133	12,000	15,964	133.0%		
290-118-3230	PRINTING		350	576	840	3,000	420	14.0%		
290-118-3310	PUBLICATIONS/SUBSCRIPTIONS			120	-	1,000	-	0.0%		
290-118-3320	DUES			7	126	800	-	0.0%		
290-118-3410	ELEC/WATER/SEWER	397	1,584	1,769	1,859	1,700	848	49.9%		
290-118-3430	TELEPHONES			-	-	1,500	-	0.0%		
290-118-3510	LEGAL SERVICES	2,744		204	-	2,700	-	0.0%		
290-118-3535	OTHER PROFESSIONAL SERVICES		2,300	132	-	16,050	-	0.0%		
290-118-3610	RADIO MAINTENANCE	450	600	645	645	1,200	-	0.0%		
290-118-3720	TRAINING	595	499	-	-	2,000	-	0.0%		





# Regular City Council Meeting

**New Business– 9E**

*July 12, 2016*

### Summary Information

**Title:** Resolution 16-020, Authorizing the Duckwood Road Crossing Construction & Maintenance Agreement with Burlington Northern Santa Fe Railway Company (BNSF) and the Colorado Department of Transportation (CDOT)

Initiator (Type Name and Initial): Public Works Director

Council Action

Presenter: Duane Greenwood, Public Works Director

Council Information

Legal Review:  Yes  No

Report to Council

#### Summary Overview and List of Attachments:

The purpose of this action item is for the Council to review and approve execution of Resolution 16-\_\_.

Attachments: Resolution 16-020 including Duckwood Road – BNSF Grade Crossing Agreement Exhibit

### Background Information

In 2010 the City of Fountain submitted an application to the Colorado Public Utility Commission (PUC) for the construction of a new Duckwood Road At-Grade Crossing to replace the existing Mesa Road Railroad Crossing. The Union Pacific Railroad (UPRR) and Burlington Northern & Santa Fe Railway (BNSF) filed numerous objections to the PUC. The City entered into a Stipulation Settlement Agreement with the two railroads in December 2012. The PUC issued an approval order in 2013 for the Duckwood Road Crossing conditional upon the two railroads and the City finalizing applicable construction and maintenance (C&M) agreements.

Shortly after the PUC order UPRR and BNSF entered into lengthy multi-year negotiations regarding joint track usage/maintenance agreements within the City of Fountain. During this time frame the railroads refused to move forward with processing required Duckwood Road Crossing agreements. A majority of train traffic through the City of Fountain are BNSF trains. BNSF ultimately took over from UPRR lead responsibility for the Duckwood Road Crossing railroad track and signal maintenance.

With some pressure from the PUC the City finally succeeded in negotiating agreements with UPRR and BNSF. In February 2016 the City finalized and executed a reduced scope UPRR Grade Crossing C&M Agreement. CDOT is a party to the BNSF C&M agreement since CDOT will ultimately own and maintain the proposed Highway 85 Traffic Signal with interconnect circuitry to the railroad crossing gates. The primary Duckwood Road - BNSF Grade Crossing Agreement is thus submitted for City Council review and approval.

### Recommendation

Staff recommends that City Council approve Resolution 16-020.

### Proposed Motion

"I recommend City Council approval of Resolution 16-020."

CM Review



## RESOLUTION 16-020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN, COLORADO AUTHORIZING A CERTAIN GRADE CROSSING AGREEMENT BY AND BETWEEN THE BNSF RAILROAD, CDOT AND THE CITY OF FOUNTAIN TO ACCOMPLISH THE CONSTRUCTION AND MAINTENANCE OF A NEW RAILROAD CROSSING AT DUCKWOOD ROAD, , IN EL PASO COUNTY, COLORADO AND PRESCRIBING DETAILS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Fountain, Colorado is a municipal corporation duly organized and operating as a home-rule city under Article XX of the Constitution of the State of Colorado and the Charter of the City; and

**WHEREAS**, Burlington Northern Santa Fe (BNSF) Railway Company, Colorado Department of Transportation (CDOT) and the City have prepared a revised final agreement (the “BNSF Grade Crossing Agreement”) so that the City and BNSF can install certain railroad and roadway improvements on the real property owned by BNSF and CDOT, a copy of the Grade Crossing Agreement is attached hereto as **Exhibit 1**; and

**WHEREAS**, Union Pacific Railroad (UPRR) and the City have already entered into an agreement which allows UPRR and the City to construct and maintain certain railway and roadway improvements on the real property owned by UPRR; and

**WHEREAS**, UPRR and BNSF have entered into a separate joint track operations agreement transferring responsibility to BNSF as the lead Railroad Company for the Duckwood Road Railroad Crossing Project; and

**WHEREAS**, the City has previously agreed to pay all reasonable costs related to the construction and installation of the Duckwood Crossing, including payment for the easements and certain administration and transaction costs incurred by the railroads; and

**WHEREAS**, City Council approval is required for the BNSF Grade Crossing Agreement, and Colorado Public Utilities Commission (“CPUC”) has required that the signed agreements be filed with the CPUC.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FOUNTAIN as follows:**

**Section One. Incorporation of Recitals.** The above recitals are incorporated as findings in support of this Resolution.

**Section Two. Approval of Agreement for Duckwood Crossing.** The purpose and form of the BNSF Grade Crossing Agreement setting forth the terms, conditions, and details are hereby approved by the City Council, and all City officials and employees are hereby directed to take such actions as are necessary and appropriate to fulfill the obligations of the City thereunder.

**Section Three. Execution of Documents.** The Mayor, Gabriel P. Ortega, the Mayor Pro Tem, Jim Coke, the City Manager, Scott Trainor, the City Clerk, Silvia Huffman, or the Public Works Director Duane Greenwood and all other officers, officials and employees of the City are hereby authorized to execute the Grade Crossing Agreement, and all documents and certificates necessary or desirable to effectuate the construction of the Duckwood Road Railroad Crossing as contemplated by this Resolution.

**Section Four. Ratification of Prior Actions.** All actions heretofore taken not inconsistent with the provisions of this Resolution by the Council or by the officers and employees of the City directed toward the negotiation and approval of the Duckwood Road Grade Crossing are hereby ratified, approved and confirmed.

**Section Five. Headings.** The headings to the various sections and paragraphs in this Resolution have been inserted solely for the convenience of the reader, are not a part of this Resolution, and shall not be used in any manner to interpret this Resolution.

**Section Six. Effective Date.** This Resolution shall be in full force and effect upon approval by the City Council.

Done this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Gabriel P. Ortega, Mayor

ATTEST:

\_\_\_\_\_  
Silvia, Huffman, City Clerk

EXHIBIT 1

DUCKWOOD ROAD - BNSF GRADE CROSSING AGREEMENT

Mile Post 86.18  
Line Segment 477  
U.S. DOT Number 440-805J  
SUB Pikes Peak

## GRADE CROSSING AGREEMENT

THIS GRADE CROSSING AGREEMENT (hereinafter called, "Agreement") is executed to be effective as of June \_\_\_\_, 2016 ("the "Effective Date"), by and between the City of Fountain, a Municipal Corporation of the State of Colorado, herein represented and acting through its City Council (hereinafter called, "AGENCY"), Colorado Department of Transportation, ("CDOT") and BNSF RAILWAY COMPANY, a Delaware Corporation (hereinafter called, "BNSF" or "RAILROAD");

### WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the AGENCY is undertaking a project to construct a new at-grade public highway-rail crossing and associated crossing signal warning devices at an extension of Duckwood Road, east of Highway 85 and south of the existing public Mesa Road crossing ("Duckwood Crossing"), said road to cross the Union Pacific Railroad Company (UPRR) tracks and the BNSF tracks at the location shown on **Exhibit A** attached hereto;

WHEREAS, RAILROAD has agreed to install the grade crossing warning devices at Duckwood Road at it Mile Post 86.1, Pike Peak Subdivision, at AGENCY's cost;

WHEREAS, AGENCY will also be closing the Mesa Road public at-grade crossing of the BNSF tracks ("the BNSF Mesa Road crossing") to public traffic and installing certain fencing, gates, and signage to convert the Mesa Road crossing to a private crossing;

WHEREAS, all such work will be constructed at no cost to BNSF;

WHEREAS, the AGENCY will need to cross and use a portion of the BNSF right of way to construct, maintain, repair and replace Duckwood Road and related right of way improvements and to convert the BNSF Mesa Road Crossing to a private crossing and BNSF is willing to grant AGENCY an easement(s) for these purposes and upon the terms and conditions set forth herein to further the project;

WHEREAS, the AGENCY desires to preempt the highway traffic control signals at the intersection of Duckwood Road and Highway 85 with the grade crossing warning devices to be installed at the Duckwood Crossing and BNSF has agreed to install the necessary relays and other materials required to interconnect and coordinate the operation of said railroad grade crossing warning devices with the operation of said highway traffic control signals at the expense of the AGENCY; and

WHEREAS, CDOT will need to cross and use a portion of the BNSF right of way to install and maintain its conduit and necessary wiring from outside the BNSF signal bungalow to CDOT's control box and traffic signal for the interconnect between the crossing signals on Main #1 and Main #2 and the traffic signals at Hwy 85 and BNSF is willing to grant CDOT an easement for those purposes which easement is to be paid for by AGENCY;

WHEREAS, the Colorado Public Utilities Commission (CPUC) has approved the Agency's application for Duckwood Crossing and the closure of the BNSF Mesa Road Crossing as set forth in Decision No. R13-0241 in Docket No. 10A-409R dated February 25, 2013;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **ARTICLE I – SCOPE OF WORK**

1. The term "Project" as used in this Agreement includes any and all work related to the construction of the new at-grade crossing of Duckwood Road and the BNSF and UPRR tracks and the closure of the BNSF Mesa Road Crossing to public traffic, said work being more fully described in the various agreements entered into by UPRR, BNSF, CDOT and/or AGENCY referenced elsewhere herein and PUC Decision No. R13-0241 in Docket No. 10A-409R. In general and without limiting or expanding on any of the agreements or rulings, the work entails installation of crossing warning devices and track circuitry (collectively "Crossing Signal Equipment") and the necessary relays and other materials required for interconnection from the crossing signals to the traffic signals at Duckwood Road and US 85, advance warning signs, pavement markings, temporary and permanent track work, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation, relocation of wayside signals on the UPRR track, removal of an earthen berm and concrete abutment, closure of the BNSF Mesa Road Crossing and creation of a private crossing over the BNSF tracks at the Mesa Road location, and any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, all at AGENCY's expense.

2. One or more of the parties have entered into agreements that are incorporated herein by reference and control over this more general agreement: (1) Stipulation and Agreement Related to Operational Issues Concerning Opening of an At-Grade Railroad Crossing at Duckwood Avenue, Fountain, Colorado dated December 6, 2012, **Exhibit E**; (2) Stipulation and Settlement Agreement between Applicant, UPRR and CDOT dated May 16, 2012, **Exhibit F**; (3) Stipulation and Settlement Agreement between Applicant and All Intervenors dated December 6, 2012, **Exhibit G**; (4) Stipulation and Settlement Agreement between Applicant and Intervenor BNSF Railway Company Regarding BNSF's Mesa Road Crossing dated December 6, 2012, **Exhibit H**; (5) Amended Stipulation between Applicant and UPRR dated February \_\_, 2016, **Exhibit I**; (6) Amendment to Stipulation and Settlement Agreement Between Applicant and Intervenor BNSF Regarding BNSF's Mesa Road Crossing dated March \_\_, 2016, **Exhibit J**; (7) Amended Stipulation and Settlement Agreement Between Applicant and All Intervenors dated March \_\_, 2016, **Exhibit K**; (8) BNSF's cost estimates for the Crossing Signal Equipment, Crossing Surface on Main #2, Crossing Signal removal at Mesa Road, and Signal Work on UPRR Main line, **Exhibit**

L; (9) Signal Timing Calculation Sheet, **Exhibit M**; (10) Software and Hardware requirements for interconnect, **Exhibit N**; and Email dated May 27, 2016 modifying Exhibit N, **Exhibit O**. It is expressly understood by AGENCY and CDOT that certain portions of the Stipulation with UPRR attached hereto as Exhibit F are no longer applicable because BNSF is now installing the Crossing Signal Equipment and UPRR, CDOT and the AGENCY are no longer the only parties with an interest in the traffic signal timing calculations.

3. BNSF will be installing the Crossing Signal Equipment and flagging as necessary at the expense of AGENCY, subject to the provisions of Article III, paragraphs 16-17 herein. No Project costs or expenses are to be borne by RAILROAD.

## **ARTICLE II – RAILROAD OBLIGATIONS**

In consideration of the covenants of AGENCY and CDOT set forth herein and the faithful performance thereof, RAILROAD agrees as follows:

1. By separate agreement in the form of **Exhibit B** and for the consideration stated therein, BNSF shall grant to AGENCY and its contractors a non-exclusive perpetual Easement upon and across the BNSF right of way described therein for the construction, use, maintenance, repair and replacement of Duckwood Road and the crossing, including removal of the earthen berm and concrete abutment (“AGENCY Easement Purpose”).

2. By separate agreement in the form of **Exhibit B-1** and for the consideration stated therein to be paid by AGENCY, BNSF shall grant to CDOT and its contractors a non-exclusive perpetual Easement upon and across the BNSF right of way described therein for installation and maintenance of the conduit and necessary wiring from outside the BNSF signal bungalow to CDOT’s control box and traffic signal for the interconnection between the crossing signals and the traffic signals (“CDOT Easement Purpose”).

3. No separate easement or license for AGENCY to construct, maintain, repair and use the private crossing at Mesa Road is necessary since the same is included in the Agreement for Private Crossing dated August 30, 2013.

4. To the extent flagging is determined by RAILROAD in its sole discretion to be necessary, RAILROAD shall perform flagging services for the portion of the Project to be constructed by the AGENCY and submit invoices to AGENCY for flagging.

5. In addition to flagging, RAILROAD will install the Crossing Signal Equipment. Such work be performed by RAILROAD employees at the sole cost and expense of AGENCY. The RAILROAD’s estimate for such work is attached as **Exhibit L**. In the event the AGENCY does not commence construction on any portion of the Project located on RAILROAD’s property within six (6) months from the date of the estimate, RAILROAD may recalculate and update the estimate. The estimate does not include any estimate for flagging service costs that are to be paid by AGENCY or AGENCY’s contractor in connection with the Project. RAILROAD will present insofar as possible a final detailed and itemized statement for work performed by RAILROAD at expense of the AGENCY within one hundred twenty (120) days after completion thereof. The

RAILROAD may present periodic itemized progress bills to the AGENCY for work as completed. Final payment will be made in the amount of the difference between the sum of the monthly payments made and the itemized audited statement for the total amount of the work performed by the RAILROAD upon completion of the work. In the event of overpayment, RAILROAD shall refund to the AGENCY such excess.

6. In addition to installing the Crossing Signal Equipment at the Duckwood Crossing, BNSF will provide an interface box with contact terminals at AGENCY's expense on the side of the BNSF signal bungalow and install the necessary relays and other materials within the BNSF signal bungalow required for the interconnection of the traffic signals to be installed by AGENCY at the Duckwood Road/US 85 intersection. RAILROAD, AGENCY, and CDOT hereby agree to the appropriateness of the signal timing preemption calculations attached as **Exhibit M** and that the advanced preemption timing is equal to 55 seconds. CDOT and Railroad agree to coordinate future adjustments to the interconnected timing mechanisms of the Crossing Signal Equipment with the operation of the highway traffic control signals at Mile Post 86.1, Pikes Peak Subdivision. Specifically, neither party shall make further adjustments or other changes to the timing of the interconnected signals at this crossing without obtaining the other party's written consent thereto. To that end, the party desiring further adjustment shall present the other party with an exhibit reflecting the proposed changes attached to a Joint Application for Authority to Alter or Modify Crossing Warning Devices Pursuant to Rules 7002(d) and 7204(a) for signature and filing with the Public Utilities Commission.

7. Following completion of the Project, RAILROAD at its expense shall maintain the Crossing Signal Equipment and its relays and other related materials in its signal bungalow in compliance with Colorado Public Utilities Commission Rule 4 CCR 723-7-7301(a).

### **ARTICLE III – AGENCY OBLIGATIONS**

In consideration of the covenants of RAILROAD set forth herein and the faithful performance thereof, AGENCY agrees as follows:

1. AGENCY agrees to furnish all plans, specifications, engineering supervision, labor, materials, supplies, and equipment necessary to construct the Duckwood Crossing other than the Crossing Signal Equipment Plans and specifications for work to be done on, over, under or adjacent to Railroad's right of way and tracks shall be submitted to Railroad's Manager of Public Projects Bentley Tomlin in Kansas City, Kansas for review and comments or approval prior to construction. Approval by Railroad shall not be construed or deemed to be a ratification or an adoption by Railroad of said plans and specifications. The Railroad shall not be liable or responsible in any manner for the structural design, details or construction of the Duckwood Crossing. The final plans and specifications as approved by the parties are attached hereto as **Exhibit D** and incorporated herein by reference. All construction and work done by the AGENCY shall be in accordance with the approved plans and specifications.

2. AGENCY agrees to pay the consideration stated in **Exhibit B** for the easement before commencement of the work on the Duckwood Crossing.

3. Prior to commencing any work on BNSF property, AGENCY shall have its Contractor (defined in Article III, paragraph 7, below) sign the Agreement attached as **Exhibit C-1** and provide the required insurance therein. AGENCY shall require its Contractor to comply with BNSF's Contractor Requirements attached as **Exhibit C**. AGENCY shall require its Contractor to construct the Project in accordance with plans approved by the Colorado Public Utilities Commission, at AGENCY'S sole expense, and in accordance with **Exhibit C** and the Plans attached as **Exhibit D**. Except for relocation activities addressed in this paragraph, construction shall not interfere with any fiber optic lines or other use of the Premises by the BNSF or its permittees. Before the AGENCY's Contractor begins any excavation, the Contractor shall telephone BNSF at 1-800-533-2891 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the affected BNSF premises and confer with BNSF with regard to any other overhead or underground utilities or services which may be on or near the site of the work. If any utilities are impacted by the work, the AGENCY's Contractor, at its expense, shall telephone the telecommunications and utility companies involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable or other utility prior to beginning any work on the Premises. Any such location or relocation shall be at the sole cost and expense of the AGENCY.

4. Close the Mesa Road crossing to public traffic and construct the modifications set forth in **Exhibit H**, at AGENCY'S sole expense, within the time frame set forth therein.

5. Comply with all terms and conditions of **Exhibits C, C-1, D-K, M, N, and O**. AGENCY agrees to install at AGENCY's expense the software and hardware for the traffic signal interconnection as specified in **Exhibit N** as modified by **Exhibit O**. AGENCY shall require its contractor to install the traffic interconnection portion of the Project in accordance with plans approved by the Colorado Public Utilities Commission, at AGENCY'S sole expense, and in accordance with **Exhibit C**, the Plans attached as **Exhibit D**, and the terms and conditions of **Exhibits D-K, M, N and O**. AGENCY shall place all necessary cable and conduit on RAILROAD property as approved by RAILROAD and in compliance with the BNSF Utility Accommodation Manual, <http://www.BNSF.com/communities/faqs/pdf/utility.pdf>. AGENCY shall further connect the highway traffic control signals to the contact terminals in the interface box provided by RAILROAD on the side of the BNSF signal bungalow. AGENCY shall install the new highway traffic control signals.

6. AGENCY agrees to reimburse RAILROAD within thirty (30) days of the date of the invoice for all actual labor and material costs including additives incurred for work done by the RAILROAD in accordance with the provisions of this Agreement from and after the Effective Date. AGENCY agrees to reimburse BNSF for work of an emergency nature caused by AGENCY or AGENCY's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF without prior approval of AGENCY and AGENCY agrees to fully reimburse BNSF for all such emergency work. In the event that AGENCY shall fail to pay any monies due to RAILROAD within thirty (30) days after receipt of the invoice, then AGENCY shall pay interest at the rate of one percent (1%) per month of the outstanding balance of monies owed subject to the requirements and restrictions of the Prompt

Payment ordinance.

7. All work herein provided for, to be done by the AGENCY's contractor(s) designated to perform work on the Project on behalf of AGENCY (the "Contractor") on, above or adjacent to the RAILROAD's right-of-way and tracks, shall be performed in a manner reasonably satisfactory to the RAILROAD and shall be performed at such time and in such manner as not to interfere with the movement of trains or traffic upon the tracks of RAILROAD. The Contractor or its subcontractors as part of any contract for work to be performed on or about the RAILROAD's right-of-way shall be totally responsible for all damage to the RAILROAD as a result of work on the Duckwood Crossing, which shall include but not be limited to interference with the normal movement of trains. Should the Contractor's operations result in damage to RAILROAD property or train delays, the AGENCY will ensure that its Contractor reimburses the RAILROAD for such damage or delays within thirty (30) days of receipt of a bill from RAILROAD for such damages.

8. The AGENCY shall cause its Contractor to prosecute and complete work according to the Contractor's own manner and methods and with and by the Contractor's own means and employees, free from any supervision, inspection, or control whatsoever by RAILROAD, except as may be necessary to enable RAILROAD to determine whether work performed complies with the requirements of this Agreement and conforms to the Plans. It is the intent of the parties hereto that the AGENCY's Contractor shall be and remain an independent contractor and that nothing herein contained shall be construed as inconsistent with that status.

9. The AGENCY shall cause its Contractor to comply with all applicable requirements and regulations of every Federal, State, Local or other governmental authority with respect to the performance of work for the safety of the employees engaged therein and of the public and shall take all necessary precautions for the safety of contractor, subcontractors and the employees and tools of both while engaged in said work.

10. RAILROAD's engineer or designee may advise the AGENCY's Contractor or Contractor's site supervisor that an agent, servant, or employee of the Contractor or of a subcontractor is working in an unsafe manner or may potentially work in an unsafe manner, in which event, Contractor's work site supervisor shall cause said agent, servant or employee to leave the work site and RAILROAD's property. The AGENCY shall cause its Contractor to assume all responsibility for the safe work methods and practices of its agents, servants, and employees.

11. If the AGENCY's Contractor prosecutes the Project contrary to the Plans or if such Contractor shall prosecute said work in a manner deemed hazardous by the RAILROAD or if the insurance required in **Exhibit C-1** shall be cancelled during the progress of the work, RAILROAD shall have the right to stop said work until the acts or omissions of such Contractor have been fully rectified to the satisfaction of the RAILROAD or until additional insurance has been obtained and proof thereof delivered to and accepted by RAILROAD. Such work stoppage shall not give rise to or impose upon RAILROAD any liability.

12. The AGENCY agrees that it will not permit any Contractor to enter upon or perform any work contemplated by this Agreement upon or within 25 feet of the centerline of the RAILROAD's track unless and until Contractor shall have executed and delivered to RAILROAD the Agreement

between BNSF and the Contractor in the form attached hereto as **Exhibit C-1** and obtained RAILROAD's approval of all railroad required insurance.

13. All of the limitations and obligations imposed upon the AGENCY's Contractor by the AGENCY and all rights reserved to RAILROAD by this Agreement shall apply with equal force and effect to any subcontractor(s) performing any work for the AGENCY's Contractor upon RAILROAD property. The AGENCY shall provide that its Contractor shall be primarily liable and responsible to RAILROAD for all acts or omissions of any of the Contractor's subcontractors employed upon RAILROAD property. Nothing herein shall be construed to preclude RAILROAD from proceeding against the AGENCY's Contractor and subcontractors individually or collectively. Only those subcontractors whose operations are covered by the insurance provisions of **Exhibit C-1** hereof will be authorized to work upon RAILROAD property.

14. The AGENCY shall cause its Contractor to provide a lockable master battery disconnect switch on all operated or leased mobile equipment stored or parked at or adjacent to the Premises during construction. The Contractor must verify that the master battery disconnect switch is left in the off or disconnect position and padlocked, when equipment is left unattended. No equipment shall be left unattended within 25 feet of track centerline unless approval is obtained from the Responsible Railroad Project Representative. Under no circumstances is equipment to be left unattended within 8'-6" of track centerline or any other position where it could be struck by a train or on-track equipment. To protect against unauthorized access and/or use, unattended equipment needs to be shut off and left in gear, with brakes set. Remove keys and lock cabs, where so equipped. Buckets and blades need to be lowered to the ground. Where equipment has an enclosed cab, the installation of a lockable hasp on cab access doors is strongly encouraged.

15. No Limitation on AGENCY Authority. The Agreement is not a limitation on the authority of the AGENCY to amend, modify, or repeal any of the City Code referred to in the Agreement nor otherwise limit the authority of the AGENCY to change its fees or taxes, nor a limitation upon the AGENCY's legislative authority to enact ordinances, resolutions, rules, codes or policies.

16. AGENCY Obligations Subject to Appropriation. Notwithstanding all of the remaining terms herein, the parties acknowledge that the AGENCY's obligations under this Agreement are subject to the annual monetary appropriations by the City Council for the AGENCY. If the City Council for AGENCY should fail to budget and appropriate funds, then the AGENCY's obligations hereunder shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated. In the event of any such termination the AGENCY shall reimburse the RAILROAD for all Project costs incurred by the RAILROAD prior to the effective date of termination and shall remove all improvements installed by AGENCY and restore RAILROAD'S property to the condition it was prior to construction. All easements granted herein shall also terminate at the same time as this Agreement terminates. AGENCY shall promptly notify RAILROAD when City Council for AGENCY fails to appropriate sufficient funds for the following calendar year for completion of construction and upon such notice RAILROAD shall be entitled to stop work and submit its billings for all costs incurred to date and its estimate for removing the Crossing Signal Equipment installed, if any, and AGENCY shall pay such invoice within thirty (30) days.

17. Governmental Immunity Act Not Waived. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability, if any, provided to the AGENCY by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. seq. The RAILROAD shall neither have, nor exercise any control or direction over the manner and means by which AGENCY performs its obligations, except as otherwise stated in this Agreement and the AGENCY likewise will not have, nor exercise any control or direction over the manner and means by which the RAILROAD performs its obligations, except as otherwise stated herein. Each party understands and agrees that its employees are not employees of the other. Except as set forth herein elsewhere, each party is solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to its employees under this Agreement. It is specifically agreed between the parties that this Agreement is not intended by any of its terms, provisions, or conditions to create in the public or in any individual member of the public a third party beneficiary relationship, or to authorize any person not a party to this Agreement to maintain suit for personal injuries or property damage pursuant to the terms, conditions or provisions of this Agreement.

#### **ARTICLE IV – CDOT OBLIGATIONS**

In consideration of the covenants of RAILROAD and AGENCY set forth herein and the faithful performance thereof, CDOT agrees as follows:

1. Prior to commencing any work on BNSF property, CDOT shall have its contractor sign the Agreement attached as **Exhibit C-1** and provide the required insurance therein. CDOT shall require its contractor to comply with BNSF's Contractor Requirements attached as **Exhibit C**. CDOT and RAILROAD agree to coordinate future adjustments to the interconnected timing mechanisms of the Crossing Signal Equipment at Mile Post 86.18, Colorado Springs Subdivision, with the operation of the highway traffic control signals at Duckwood and Hwy 85. Specifically, neither party shall make further adjustments or other changes to the timing of the interconnected signals at this crossing without obtaining the other party's written consent thereto. To that end, the party desiring further adjustment shall present the other party with an exhibit reflecting the proposed changes attached to a Joint Application for Authority to Alter or Modify Crossing Warning Devices Pursuant to Rules 7002(d) and 7204(a) for signature and filing with the Public Utilities Commission.
2. CDOT shall not be liable to RAILROAD on account of any failure of RAILROAD's flasher lights to operate properly nor shall RAILROAD have or be entitled to maintain any action against CDOT arising from any failure from RAILROAD's flasher lights to operate properly. Similarly, RAILROAD shall not be liable to Political Body on account of any failure of Political Body's traffic signal to operate properly nor shall Political Body have or be entitled to maintain any action against RAILROAD arising from any failure of Political Body's traffic signal to operate properly.
3. CDOT and RAILROAD shall take all suitable precautions to prevent any interference (by induction, leakage of electricity or otherwise) with the operation of the other party's signals or communications lines, or those of its tenants; and if, at any time, the operation or maintenance of

its signals results in any electrostatic effects, the party whose signals are causing the interference shall, at its expense, immediately take such action as may be necessary to eliminate such interference.

4. CDOT shall maintain the interconnection of the Crossing Signal Equipment and the highway traffic control signals from outside the BNSF signal bungalow to the CDOT traffic interconnection.

#### **ARTICLE V – CROSSING MAINTENANCE**

1. Following installation of the crossing, AGENCY shall maintain and renew the highway approaches up to the end of the railroad ties on both sides of the Duckwood Crossing, including the advance warning signs and pavement markings. AGENCY shall jointly maintain the Duckwood crossing surface of Main Track 1 (the easternmost track) with RAILROAD as long as BNSF remains obligated to maintain by virtue of its agreements with the UPRR, it being understood that this track is owned by UPRR. RAILROAD shall bear the labor costs of maintenance, repair, or replacement of said crossing surface. The AGENCY shall bear the cost of materials to maintain, repair, or replace said crossing surface on Main Track 1. AGENCY acknowledges that RAILROAD has no obligation to maintain the crossing surface of Main Track 2, either individually or collectively with AGENCY or UPRR.

2. BNSF will maintain the Crossing Signal Equipment on both Main Track 1 and Main Track 2 tracks in accordance with 4 CCR 723-7-7301(a), including the necessary relays and other materials required to preempt the highway traffic control signals with the Crossing Signal Equipment. BNSF and UPRR will maintain their own track structure in accordance with the terms of the Lease Agreement Between BNSF Railway Company and Union Pacific Railroad Company for Properties Located between Denver and Bragdon, CO dated March 5, 2015.

3. If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Crossing Signal Equipment or the new crossing surface installed hereunder, the costs for such rearrangement, relocation or alteration will be the responsibility of the party requesting such changes.

4. Upon completion of the installation and interconnection of all the hardware and software as described in Exhibits M, N and O, CDOT and BNSF will perform their own inspection and testing to confirm compliance with Exhibits M, N and O. Upon acceptance by BNSF and confirmation of compliance by CDOT, CDOT will accept future maintenance responsibility for the US 85 Duckwood Road traffic signals up to and including the connection to the contact terminals of the interface box.

#### **ARTICLE VI – NOTICE PROVISIONS**

1. For the purposes of this Agreement, the individuals named below are hereby designated representatives of the respective parties. Any party may, at any time, designate in writing new or substitute representatives.

For the AGENCY

Duane Greenwood, P.E.  
Public Works Director/City Engineer  
City of Fountain  
116 S. Main Street  
Fountain, CO 80817  
(719) 322-2036  
[dgreenwood@fountaincolorado.org](mailto:dgreenwood@fountaincolorado.org)

with copies to:

Lisa Tormoen Hickey  
Tormoen Hickey LLC  
14 N. Sierra Madre  
Colorado Springs, CO 80903  
(719) 302-2142  
[lisahickey@newlawgroup.com](mailto:lisahickey@newlawgroup.com)

For BNSF

Bentley Tomlin  
BNSF Railway Company  
4515 Kansas Ave  
Kansas City, Kansas 66106  
(913) 551-4964

Notices shall be effective upon receipt, if send by overnight delivery, via nationally-recognized overnight delivery service, signature required, or three business days after placing in the U.S. Mail, certified, return receipt requested, postage prepaid, with a copy also sent by electronic mail to the electronic mail addresses provided herein or which may be provided pursuant to this Paragraph.

**ARTICLE VII-TERMINATION**

The AGENCY and RAILROAD mutually agree:

1. In the event the AGENCY shall for any reason abandon the construction of the Project before completion, the RAILROAD shall have the right to terminate this Agreement and the Easement, and the AGENCY agrees to pay BNSF to remove the Duckwood Crossing or any portion then constructed and restore the Premises to the condition existing prior to commencement of work at the AGENCY's expense. All such work shall be performed in accordance with the terms of this Agreement and **Exhibits C and C-1** attached hereto. Prior to exercising such right, BNSF shall notify the AGENCY in writing of its intent to exercise its rights herein giving the AGENCY thirty days to cure the cause of the termination.
2. RAILROAD may terminate this Agreement for any reasons stated herein, which must amount to a material breach of the terms of this Agreement or persistent failure to comply with the

terms hereof. Except as noted elsewhere herein, RAILROAD shall provide thirty days written notice of its intent to terminate this Agreement to provide the AGENCY with an opportunity to cure. If the default or breach is the failure to maintain the insurance required in **Exhibit C-1** or any unsafe condition or construction practice by the AGENCY or its Contractor, then RAILROAD shall have the right to stop the work until proof of such insurance is provided and the unsafe condition or construction practice removed. In the event the breach or default is not cured within thirty days, RAILROAD at its sole option may terminate this Agreement. AGENCY may terminate this Agreement upon thirty days written notice to RAILROAD for any material breach or persistent failure to comply with the terms hereof.

3. If this Agreement is terminated by either party for the reasons set forth herein, the Duckwood Crossing shall be permanently sealed shut and any portion of Duckwood Road on RAILROAD property shall be removed by the AGENCY and the land under Duckwood Road restored to its original condition at the sole cost and expense of AGENCY and pursuant to the terms hereof including **Exhibits C and C-1**.

#### **ARTICLE VIII- GENERAL**

1. This Agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

2. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

3. In no event shall any waiver by the RAILROAD of the breach by the AGENCY of any covenant, stipulation, term or condition of this Agreement impair the right of the RAILROAD to avail itself of any subsequent breach thereof. In no event shall any waiver by the AGENCY of the breach by the RAILROAD of any covenant, stipulation, term or condition of this Agreement impair the right of the AGENCY to avail itself of any subsequent breach thereof.

4. This Agreement is intended as the complete integration of all understandings between the parties, their successors and assigns. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other contract executed by the parties and signed by the signatories of this Agreement. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

5. This Agreement may be signed in counterparts, any one of which will be deemed to be an original. The parties further agree that any facsimile copy of a party's signature is valid and binding to the same extent as an original signature.

6. This Agreement shall remain in force through completion of the Project; however, the provisions in Article II, § 7, Article IV, §§ 2-5, Article V, and Exhibits B, B-1, C and C-1 (only during any future maintenance by AGENCY within the BNSF right of way) herein shall continue in force and effect for as long as the Duckwood Crossing exists and the Agreements contained within Exhibits E-K, M, N and O shall remain in effect until they expire by their own terms.

7. If the AGENCY will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the AGENCY agrees that it is solely responsible for performing and completing all ARRA reporting documents for the Project, and AGENCY shall not delegate any ARRA reporting responsibilities to the RAILROAD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

STATE OF COLORADO  
JOHN HICKENLOOPER,  
GOVERNOR

By \_\_\_\_\_

Gabriela C. Vidal, P.E.  
Branch Manager  
Safety and Traffic Engineering

BNSF RAILWAY COMPANY

By 

STEVE ANDERSON

Title VP ENGINEERING

Attest \_\_\_\_\_

Federal Employer Identification  
No. 41-60340000  
4515 Kansas Avenue  
Kansas City, KS 66106

APPROVED:

CYNTHIA H. COFFMAN  
Attorney General

By \_\_\_\_\_

Gregg Carson  
Assistant Attorney General  
Civil Litigation Section

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CITY OF FOUNTAIN**

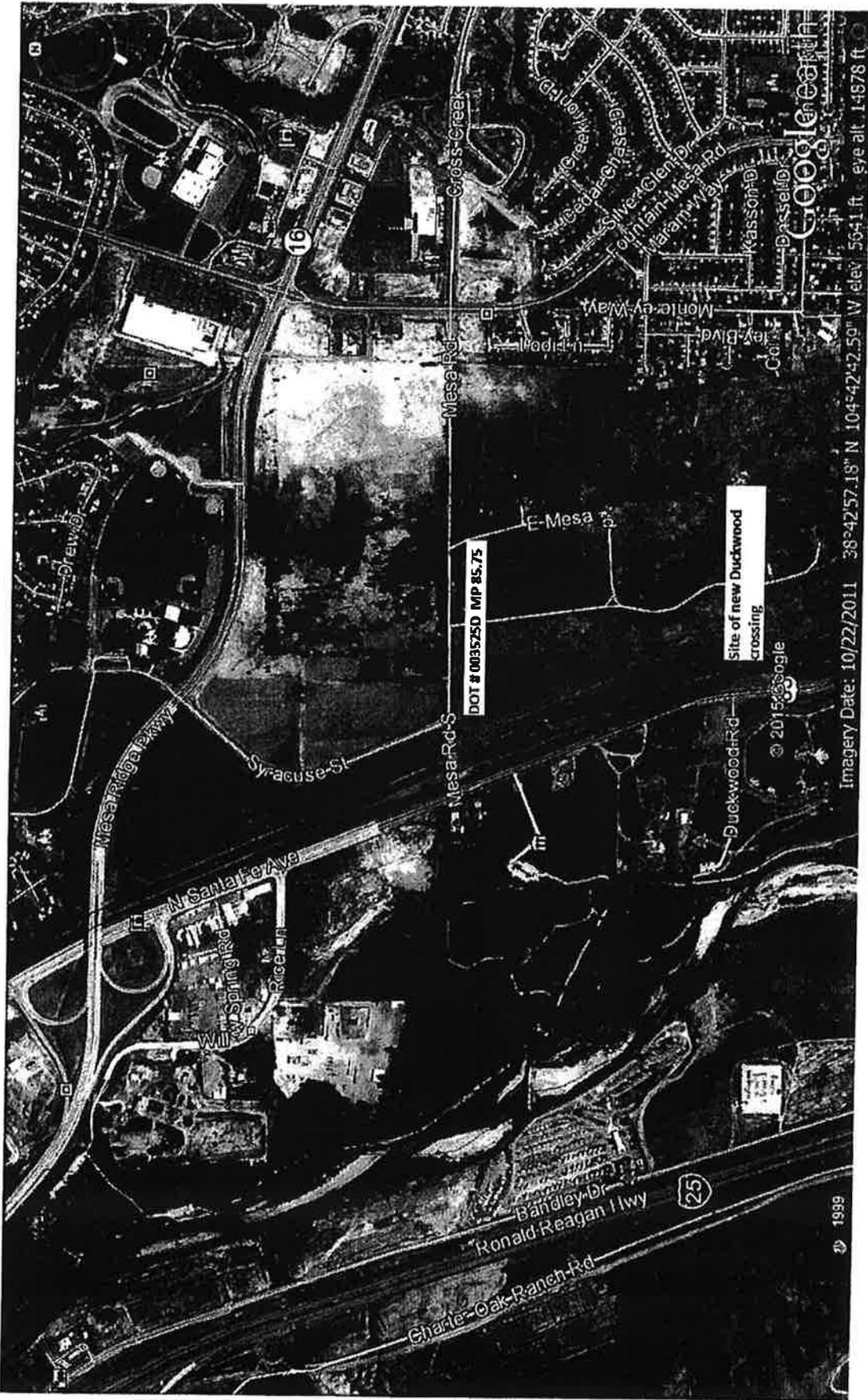
By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit "A"**

[Insert drawing of crossing here]



Imagery Date: 10/22/2011 38°42'57.18" N 104°42'42.50" W elev 5641 ft eye alt 14878 ft

DOT # 00352SD MP 85.75

Site of new Duckwood crossing

© 1999

**Exhibit "L"**

**BNSF's Estimates**





X MAIN 2 - BUNGALOW 6X6	1.0 LS N	6,838	
X MAIN 2 - BUNGALOW MATERIAL	1.0 LS N	4,530	
X MAIN 2 - CABLE, 2C/6 TW	500.0 FT N	570	
X MAIN 2 - CABLE, 3C/2	500.0 FT N	2,720	
X MAIN 2 - CABLE, 5C/10	70.0 FT N	128	
X MAIN 2 - CABLE, 5C/6	900.0 FT N	3,510	
X MAIN 2 - CABLE, 7C/14	500.0 FT N	835	
X MAIN 2 - CHARGERS, 12/20, 12/40	1.0 LS N	848	
X MAIN 2 - CONSTANT WARNING, XP4, 2TK	1.0 EA N	29,325	
X MAIN 2 - EVENT RECORDER	1.0 EA N	3,560	
X MAIN 2 - FILL DIRT	20.0 CY N	500	
X MAIN 2 - GATE KEEPER	2.0 EA N	5,558	
X MAIN 2 - GATE MECHANISM, S-60	2.0 EA N	12,032	
X MAIN 2 - INDUCTOR, DUMMY LOAD	2.0 EA N	1,640	
X MAIN 2 - LED LIGHT	4.0 EA N	3,216	
X MAIN 2 - LED LIGHT GATE KIT	2.0 EA N	372	
X MAIN 2 - LIGHT OUT DETECTOR	1.0 EA N	1,023	
X MAIN 2 - SHUNT, NBS	4.0 EA N	4,464	
X MAIN 2 - SURFACE ROCK	10.0 CY N	500	
USE TAX		12,740	
OFFLINE TRANSPORTATION		2,448	
		<hr/>	
TOTAL MATERIAL COST		211,225	211,225
*****			
OTHER			
*****			
AC POWER SERVICE	2.0 EA N	20,000	
CONTRACT ENGINEERING	1.0 LS N	12,000	
DIRECTIONAL BORING	300.0 FT N	15,000	
MACHINE RENTAL	1.0 LS	20,000	
		<hr/>	
TOTAL OTHER ITEMS COST		67,000	67,000
PROJECT SUBTOTAL			461,771
CONTINGENCIES			43,438
BILL PREPARATION FEE			5,053
			<hr/>
GROSS PROJECT COST			510,262
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			510,262



TOTAL BILLABLE COST

---

129,104

The Burlington Northern & Santa Fe Railway Company

TO PUEBLO JCT.

TO 28TH STREET

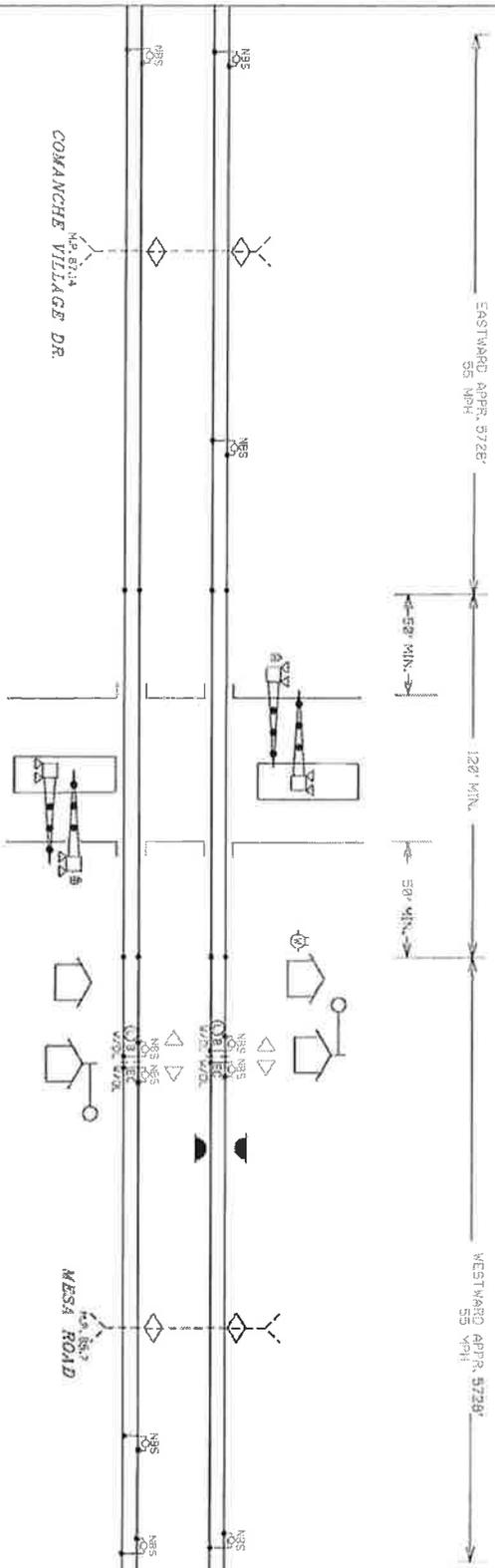
EASTWARD APPR. 572E  
55 MPH

120' MIN.

WESTWARD APPR. 572B  
55 MPH

50' MIN.

50' MIN.



INSTALL: FLASHERS, GATES & BUNGALOW  
CONTROL DEVICES: CONSTANT WARNING  
SALVAGE: NONE  
RED - IN

PROJECT# 61949

M.P. 85.7  
DUCKWOOD ROAD  
DOT # 440 805 J

- INSTRUMENT HOUSE
- BELL
- METER
- CROSSING CONTROL CONNECTIONS
- BIDIRECTIONAL CROSSING CONTROL
- UNIDIRECTIONAL CROSSING CONTROL
- COUPLER OR TERMINATION
- GUARD RAIL

Warning device placement:

Clearance to C.L. Track = Min. 12'  
Edge of Road to C.L. Foundation:

Min. 4'3" with curb,  
Min. 6'3" without curb,  
Max. 12'  
House Clearances:  
25' Min. to Near Rd. 1  
30' Min. to Edge of Road  
ALL LIGHTS TO BE LED

BNSF RAILWAY CO.  
LOCATION: MOUNTAIN, CO  
STREET: DUCKWOOD ROAD  
LS: 8477  
M.P. 85.7  
DOT # 440 805 J  
DIVISION: POWDER RIVER  
SUBDIVISION: PIKES PEAK  
KANSAS CITY  
NO SCALE  
DATE: 06/07/2010S  
FILE: 61949-STATESKETCH.dgn  
AMW



# Regular City Council Meeting

**New Business – 9F**

**July 12, 2016**

### Summary Information

Title:

Public Hearing –Approval of the City of Fountain Electric Integrated Resource Plan (IRP)

Initiator: Curtis Mitchell, Utilities Director

Council Action

Presenter: Curtis Mitchell, Utilities Director

Council Information

Legal Review:  Yes  No

Report to Council

Summary Overview and List of Attachments:

The City of Fountain has a new requirement to complete and use an Electric Integrated resource Plan (IRP). This requirement comes from a change in having a contract directly with the Western Area Power Administration (WAPA), rather than having the contract administered through our wholesale power provider. In the past the Municipal Energy Agency of Nebraska (MEAN) administered the contract. The purpose of this agenda item is to seek public input/comments along with seeking approval of the IRP by City Council.

Attachments: IRP; Notice of Public Hearing

### Background Information

The City of Fountain receives a small allocation, approximately 3%, of its wholesale power from WAPA with the remainder coming from our contract with Twin Eagle Resource Management (TERM). WAPA customers must comply with the requirements of the Energy Planning and Management Program (EPAMP (10 CFR Part 905)) to meet the objectives of Section 114 of the Energy Policy Act of 1992 (EPAAct). The requirements include the development of an IRP.

The IRP includes the following key elements:

- Source of power
- Load projections
- Conservation measures

William Y. Leung LLC has acted as a consultant for the City of Fountain in the development of the IRP along with support of power supply and transmission services. Regarding the proposed IRP, Mr. Leung met with city staff in April 2016 to discuss requirements for the IRP report and coordinated with WAPA to determine the proper template to use. Mr. Leung then worked with city staff and WAPA to complete the IRP.

### Recommendation

It is the recommendation of the Utilities Director for the City Council to approve the proposed City of Fountain Electric Integrated Resource Plan (IRP).

### Proposed Motion

“I recommend the approval of the City of Fountain Electric Integrated Resource Plan (IRP) as set forth by the Utilities Director and City Manager.”

ST.

CM Review

## INTEGRATED RESOURCE PLAN (IRP)

Western Area Power Administration's (Western) customers must comply with the requirements of the Energy Planning and Management Program (EPAMP (10 CFR Part 905)) to meet the objectives of Section 114 of the Energy Policy Act of 1992 (EPAct). A Western customer is any entity that purchases firm capacity with or without energy, from Western under a long-term firm power contract. Integrated resource planning allows customers to meet the objectives of Section 114 of EPAct.

Integrated resource planning is a planning process for new energy resources that evaluates the full range of alternatives, including new generating capacity, power purchases, energy conservation and efficiency, renewable energy resources, district heating and cooling applications, and cogeneration, to provide reliable service to electric consumers. An IRP supports utility-developed goals and schedules. An IRP must treat demand and supply resources on a consistent and integrated basis. The plan must take into account necessary features for system operation, such as diversity, reliability, dispatchability, and other risk factors. The plan must take into account the ability to verify energy savings achieved through energy efficiency and the projected durability of such savings measured over time. (See 10 CFR § 905.11 (a)).

### **Who May Use This Form:**

Utilities that primarily provide retail electric service that have limited staff, limited resource options, and obtain a significant portion of its energy needs through purchase power contracts are eligible to use this form. Utilities using this form may generate a limited amount of energy if the generating resources are primarily used as back up resources, to support maintenance and outages, or during periods of peak demand.

### **Completing This Form:**

To meet the Integrated Resource Planning reporting requirement, complete this form in electronic format in its entirety. Unaddressed items will be deemed incomplete and the IRP may not be eligible for approval. All of the data fields in this form automatically expand. Additional information may be attached to and submitted with this report. Western reserves the right to require supporting back-up materials or data used to develop this report. If there is any conflict between this form and the requirements defined in EPAMP, the requirements in EPAMP shall prevail.

### **Submit the completed report with a cover letter to:**

Attention: Power Marketing Manager  
Western Area Power Administration  
Rocky Mountain Region  
P.O. Box 3700  
5555 E. Crossroads Blvd.  
Loveland, CO 80539-3003

## EPAMP Overview

The Energy Planning and Management Program (EPAMP) is defined in the Code of Federal Regulations in Title 10, Part 905 (10 CFR 905). The purposes of EPAMP are to meet the objectives of the Energy Policy Act of 1992 (EPAAct) while supporting integrated resource planning; demand-side management, including energy efficiency, conservation, and load management; and the use of renewable energy.

EPAMP was initially published in the Federal Register at 60 FR 54714 on October 20, 1995, and revised in 65 FR 16795 on March 30, 2000, and 73 FR 35062 on June 20, 2008. 10 CFR § 905.11 defines what must be included in an IRP.

Western's Energy Services Web site ([www.wapa.gov/es/irp](http://www.wapa.gov/es/irp)) provides extensive information on integrated resource planning and reporting requirements. If you have questions or require assistance in preparing your IPR, contact your Western regional Energy Services representative.

## IRP Content

Cover Page .....	Customer Name & Contact Information
Section 1 .....	Utility/Customer Overview
Section 2 .....	Future Energy Services Projections (Load Forecast)
Section 3 .....	Existing Supply-Side Resources
Section 4 .....	Existing Demand-Side Resources
Section 5 .....	Future Resource Requirements and Resource Options
Section 6 .....	Environmental Effects
Section 7 .....	Public Participation
Section 8 .....	Action Plan and Measurement Strategies
Section 9 .....	Signatures and Approval

# INTEGRATED RESOURCE PLAN (IRP) 5-Year Plan

<b>Customer Name:</b>
<b>City of Fountain, CO</b>

<b>IRP History:</b> Check one as applicable.	
<input checked="" type="checkbox"/>	<b>This is the submitter's first IRP submittal.</b>
<input type="checkbox"/>	<b>This submittal is an update/revision to a previously submitted IRP.</b>

<b>Reporting Dates:</b>	
<b>IRP Due Date: July 1, 2016</b>	
<b>Annual Progress Report Due Date:</b>	July 1

<b>Customer Contact Information:</b> Provide contact information for your organization. The contact person should be able to answer questions concerning the IRP.	
<b>Customer Name:</b>	City of Fountain, CO
<b>Address:</b>	116 S. Main St.
<b>City, State, Zip:</b>	Fountain, Co 80817
<b>Contact Person:</b>	Curtis Mitchell
<b>Title:</b>	Utilities Director
<b>Phone Number:</b>	719-322-2040
<b>E-Mail Address:</b>	cmitchell@fountaincolorado.org
<b>Website:</b>	www.fountaincolorado.org

<b>Type of Customer:</b> Check one as applicable.	
<input checked="" type="checkbox"/>	<b>Municipal Utility</b>
<input type="checkbox"/>	<b>Electric Cooperative</b>
<input type="checkbox"/>	<b>Federal Entity</b>
<input type="checkbox"/>	<b>State Entity</b>
<input type="checkbox"/>	<b>Tribal</b>
<input type="checkbox"/>	<b>Irrigation District</b>
<input type="checkbox"/>	<b>Water District</b>
<input type="checkbox"/>	<b>Other (Specify):</b>

**SECTION 1****UTILITY/CUSTOMER OVERVIEW****Customer Profile:**

Enter the following data for the most recently completed annual reporting period. Data may be available on form EIA-861, which you submit to the U.S. Energy Information Administration (EIA).

<b>Reporting Period</b>	
Reporting Period Start Date (mm/dd/yyyy)	January 1, 2015
Reporting Period End Date (mm/dd/yyyy)	December 31, 2015
<b>Energy Sales &amp; Usage</b>	
Energy sales to Ultimate End Customers (MWh)	213,247
Energy sales for Resale (MWh)	0
Energy Furnished Without Charge (MWh)	0
Energy Consumed by Respondent Without Charge (MWh)	0
Total Energy Losses (MWh entered as positive number)	Not tracked
Total Energy Usage (sum of previous 5 lines in MWh)	213,247
<b>Peak Demand (Reporting Period)</b>	
Highest Hourly Summer (Jun. – Sept.) Peak Demand (MW)	53.13
Highest Hourly Winter (Dec. – Mar.) Peak Demand (MW)	39.51
Date of Highest Hourly Peak Demand (mm/dd/yyyy)	08/06/2015
Hour of Highest Hourly Peak Demand (hh AM/PM)	5:00pm
<b>Peak Demand (Historical)</b>	
All-Time Highest Hourly System Peak Demand (MW)	53.13
Date of All-Time Hourly System Peak Demand (mm/dd/yyyy)	08/06/2015
Hour of All-Time Hourly Peak System Demand (hh AM/PM)	5:00pm
<b>Number of Customers/Meters (Year End of Reporting Period)</b>	
Number of Residential Customers	16,050
Number of Commercial Customers	978
Number of Industrial Customers	0
Other (Specify):	

### **Customer Service Overview:**

Describe your customer service territory and the services provided. Include geographic area, customer mix, key customer and significant loads, peak demand drivers, competitive situation, and other significant or unique aspects of the customer and/or service territory. Provide a brief summary of the key trends & challenges impacting future resource needs including population changes, customer growth/losses, and industrial developments.

The Fountain electric system was established in 1919 to provide electric service to the citizens of the town. Today, the City of Fountain Electric Department serves a certificated service area of over 66 square miles in El Paso County in Colorado, almost two-thirds of the area is outside the City corporate limits. The Fountain electric system is surrounded by the electric systems of Colorado Springs Utilities and the Mountain View Electric Association. Many soldiers at Ft Carson Army Base call Fountain home due to its proximity to the base. The growth and development in Fountain have been influenced by the growth of Ft Carson in recent years. This trend is expected to continue in the years to come.

Electrically, the City is directly interconnected with the electric system of Colorado Springs Utilities at the CSU Fountain Substation. The City does not own or operate any electric generating facilities. Until about 11 years ago, the City purchased its energy requirement from CSU, to supplement its purchase from WAPA. Starting in 2005, the City purchased its supplemental energy requirement from the Municipal Energy Agency of Nebraska. Currently, the City is under contract to purchase its supplemental energy requirement from Twin Eagle Resource Management.

The electric load of the City has grown steadily over the last 10 years. Its summer peak demand has grown from about 43 MW in 2006 to over 53 MW in 2015, while the energy requirement has increased from about 218,000 MWh to over 226,000 MWh during the same period.

At the end of 2015, the Fountain Electric Department had 17,028 customers comprised of 16,050 residential and 978 commercial customers. The five largest commercial customers are: 1) Lowes' Home Improvement, 2) Wal-Mart Superstore, 3) Safeway Store, 4) GHC Dillon Warehouse, and 5) RMB Products. The City has an Industrial Time-of-Use Rate but currently has no customer in this rate class.



**Electricity Utility Staff & Resources:**

Summarize the number of full-time equivalent employees by primary functions such as power production, distribution, and administration. Describe any resource planning limitations, including economic, managerial, and/or resource capabilities.

The Fountain Electric Department operates under the direction of the Utilities Director and the Electric Superintendent. There are 29 full-time equivalent employees in the Electric Department providing operations and maintenance, systems planning, metering and warehousing activities. Customer service, including billing and collections, service startup and shut off, and conservation are shared with other City utilities services.

The City purchases wholesale power supply from WAPA and Twin Eagle Resource Management. Twin Eagle is responsible for planning and supplying adequate resources to meet the City's supplemental requirement in excess of the its WAPA allocation.

**Historical Energy Use:**

Enter the peak system demand and total annual energy use for the preceding ten (10) reporting years. For total energy, include retail sales, energy consumed or provided without charge, and system losses.

Reporting Year	Peak Demand (MW)	Total Energy (MWh)
2006	42.96	218,596
2007	45.99	222,381
2008	44.44	209,657
2009	42.02	205,473
2010	44.12	213,410
2011	48.58	217,146
2012	51.50	220,117
2013	50.66	224,146
2014	50.35	218,988
2015	53.27	226,027

**SECTION 2****FUTURE ENERGY SERVICES PROJECTIONS****Load Forecast:**

Provide a load forecast summary for the next ten (10) years; **and** provide a narrative statement describing how the load forecast was developed. Discuss any expected future growth. If applicable, you may attach a load forecast study and briefly summarize the results in this section. (See 10 CFR § 905.11 (b) (5)).

Load Forecast:

<b>Reporting Year</b>	<b>Peak Demand (MW)</b>	<b>Total Energy (MWh)</b>
<b>2016</b>	55.16	228,649
<b>2017</b>	57.27	231,302
<b>2018</b>	59.45	233,985
<b>2019</b>	61.74	236,699
<b>2020</b>	64.11	239,445
<b>2021</b>	66.56	242,222
<b>2022</b>	69.11	245,032
<b>2023</b>	71.75	247,874
<b>2024</b>	74.50	250,750
<b>2025</b>	77.35	253,658

Narrative Statement:

The population of El Paso County in the Pikes region is expected to grow at an average annual rate of 1.7%. For the City of Fountain, due to the close proximity to Ft Carson and being along the I-25 corridor, the projected average annual growth rate is expected to be close to 2.5%. This population growth will propel more commercial and industrial development in the City and in its service territory.

The City projects higher peak demand growth in relation to its energy growth. Air-conditioning units are installed in most new homes resulting in higher summer peak demand. On the other hand, efficient lighting and major appliances and energy conservation tend to partially offset energy consumption growth. These factors contribute to the reduction in the City's electric annual load factor over the next 10 years, from about 47% in 2016 down to about 37% in 2025.

**SECTION 3****EXISTING SUPPLY-SIDE RESOURCES****Existing Supply-Side Resource Summary:**

Provide a general summary of your existing supply-side resources including conventional resources, renewable generation, and purchase power contracts (including Western Area Power Administration contracts). Describe the general operation of these resources and any issues, challenges, or expected changes to these resources in the next five (5) years. (See 10 CFR § 905.11 (b) (1)).

Besides the Firm Electric Service contract with WAPA, the City has a supplemental Partial Requirement contract with Twin Eagle Resource Management. This is a 10.5-year contract that started on July 1, 2015 and will expire on December 31, 2025. The City does not operate any generating resources. Twin Eagle is responsible for planning, operations and management of all supply-side resources to supply the City's supplemental requirement in excess of the WAPA allocation.

**Existing Generation Resources:**

List your current supply-side resources, including conventional resources and renewable generation. If you do not own any generating resources, insert N/A in the first row. Insert additional rows as needed.

<b>Resource Description</b> (Identify resources as base load, intermediate, or peaking)	<b>Fuel Source</b>	<b>Rated Capacity (MW)</b>	<b>In-Service Date (Year)</b>	<b>Estimated Expiration/Retirement Date (Year)</b>
N/A				

**Existing Purchase Power Resources:**

List your current purchase power resources. Define whether the contract provides firm service, non-firm service, all requirements or another type of service. Include Western Area Power Administration resources. If applicable, include a summary of resources that are under a net metering program. Insert additional rows as needed.

<b>Resource Description</b>	<b>Fuel Source</b> (If applicable)	<b>Contracted Demand (MW)</b>	<b>Type of Service</b> (Firm, Non-firm, Requirements, Other)	<b>Expiration Date (Year)</b>
Western	Hydro	2.298 MW- Summer 1.93 MW- Winter	Firm	2054
Twin Eagle Resource Management	Purchase Power, not unit or fuel source specific		Supplemental requirement- Firm	2025

<b>Resource Description</b>	<b>Fuel Source</b> (If applicable)	<b>Contracted Demand (MW)</b>	<b>Type of Service</b> (Firm, Non-firm, Requirements, Other)	<b>Expiration Date</b> (Year)

**SECTION 4****EXISTING DEMAND-SIDE RESOURCES**

Demand-side programs alter a customer's use pattern and include energy conservation, energy efficiency, load control/management, education, and distribution system upgrades that result in an improved combination of energy services to the customer and the ultimate consumer.

**Existing Demand-Side Resources:**

List your current demand-side programs, including energy conservation, energy efficiency, load control/management, education, or maintenance plans, or system upgrades. Programs may impact the utility distribution system, municipally owned facilities, and/or end-user energy consumption. Refer to Section 9 of this form for a list of example programs. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (1)).

<b>Program Description</b>	<b>Estimated Program Savings (MW and/or MWh if known)</b> (Include annual impact and impact over the life of the program if known.)
LED Lights Replacement Program- City provides LED light bulbs to its customers.	New program. Unknown at this time.
Washing Machine Rebate (\$100)	Energy Star-rated washing machine saves water and reduces water heating cost.
Shower Head Exchange Program	New showerheads conserve water usage and reduce water heating cost.

**SECTION 5****FUTURE RESOURCE REQUIREMENTS  
AND RESOURCE OPTIONS****Balance of Loads and Resources (Future Resource Requirements):**

Provide a narrative statement that summarizes the new resources required to provide retail consumers with adequate and reliable electric service during the 5-year resource planning period. Identify any federal or state regulations that may impact your future resource requirements. If you are not experiencing or anticipating load growth and a need for new resources, describe your current procedure to periodically evaluate the possible future need for new resources.

The City has no need for any new power supply resource additions to meet its electric energy requirement for at least the next nine years. The Twin Eagle contract provides all supplemental energy to meet the City energy requirement in excess of the amount supplied by WAPA under the Firm Electric Service Contract.

**Identification of Resource Options**

Identification and comparison of resource options is an assessment and comparison of existing and future supply-side and demand-side resources available to a customer based upon size, type, resource needs, geographic area, and competitive situation. Resource options evaluated must be identified. The options evaluated should related to the resource situation unique to each Western customer as determined by profile data such as service area, geographical characteristics, customer mix, historical loads, projected growth, existing system data, rates, financial information, and load forecast. (See 10 CFR § 905.11 (b) (1)).

Considerations that may be used to develop potential resource options include cost, market potential, consumer preferences, environmental impacts, demand or energy impacts, implementation issues, revenue impacts, and commercial availability. (See 10 CFR § 905.11 (b) (1) (iii)).

**Future Supply-side Options:**

List the future supply-side resource options that were considered and evaluated, including, but not limited to conventional generation, renewable generation, and power purchase contracts. Include a brief discussion on the applicability of each option for further consideration or implementation based on your system requirements and capabilities. If new resources are not required during the 5-year resource planning period, please indicate that below. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (1)).

<b>Supply-Side Option</b>	<b>Applicability for Implementation or Further Consideration</b>
No New Resources required	

**Future Demand-side Options:**

List the future demand-side resource options that were considered and evaluated. Demand-side programs alter a customer's use pattern and include energy conservation, energy efficiency, load control/management, education, and distribution system upgrades that result in an improved combination of energy services to the customer and the ultimate consumer. Include a brief discussion on the applicability of each option for further consideration or implementation based on your system requirements and capabilities. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (2)).

<b>Demand-Side Option</b>	<b>Applicability for Implementation or Further Consideration</b>
Smart Thermostats	Energy conservation and peak demand reduction for residential and commercial customers
Building Efficiency Upgrades	Focus on upgrading city-owned facilities when budget permits or through grants
Public Outreach	Publish specific newsletter on conservation and energy efficiencies at least twice a year. Promote conservation and energy efficiency at community events

**Resource Options Chosen:**

Describe the resource options that were chosen for implementation or further consideration and clearly demonstrate that decisions were based on a reasonable analysis of the options. Resource decisions may strike a balance among applicable evaluation factors such as cost, market potential, customer preferences, environmental impacts, demand or energy impacts, implementation issues or constraints, revenue impacts, and commercial availability. (See 10 CFR § 905.11 (b) (1) (iv)).

The City had a supplemental requirement power supply contract with Municipal Energy Agency of Nebraska that expired on June 30, 2015. In early 2014, the City issued a Request for Proposal for supplemental power supply beginning July 1, 2015. The City received seven proposals for five different suppliers. Twin Eagle was the selected supplier because it provided the best proposal to the City taking into consideration of price, and price certainty, risk, and length of the contract. The new contract provided significant savings to the City and the Electric Department was able to reduce the electric rates to all its customers.

The City Council reviewed and approved the contract with Twin Eagle in the summer of 2014 in open session.

**Environmental Effects:**

To the extent practical, Western customers must minimize environmental effects of new resource acquisitions and document these efforts. IRPs must include a qualitative analysis of environmental impacts in summary format. Describe the efforts taken to minimize adverse environmental effects of new resource acquisitions. Describe how your planning process accounts for environmental effects. Include a discussion of policies you conform with or adhere to, and resource decisions that have minimized or will minimize environmental impacts by you and/or your wholesale electricity supplier(s). Western customers are neither precluded from nor required to include a qualitative analysis of environmental externalities as part of the IRP process. If you choose to include a quantitative analysis, in addition to the summary below, please attach separately. (*See 10 CFR § 905.11 (b) (3)*).

Renewable energy was included in the 2014 RFP as a energy supply option, but not a requirement. The proposal from Twin Eagle Resource Management did not specify renewable energy resource in the supply portfolio.

Unless as consented to by Twin Eagle, the City is required to purchase all requirement capacity and energy in excess of that supplied by WAPA from Twin Eagle. Hence the City is not contemplating addition of renewable resources in the near future.

The Twin Eagle contract would not prohibit customer-owned renewable resources installed under the net metering arrangement.

## SECTION 7

## PUBLIC PARTICIPATION

### **Public Participation:**

Customers must provide ample opportunity for full public participation in preparing and developing an IRP. Describe the public involvement activities, including how information was gathered from the public, how public concerns were identified, how information was shared with the public, and how your organization responded to the public's comments. (See 10 CFR § 905.11 (b) (4)).

The existing power supply contract with Twin Eagle was a result of an open Request for Proposal process in 2014. The final recommendation was brought to the City Council and the contract was approved by the Council in open session.

All demand side programs were presented to and approved by the City Council in open session. The progress of these programs was presented to the City Council in open session periodically.

The City has published a public notice to hold a public hearing on Tuesday, July 12 at 6pm in the City Council Chambers to solicit public inputs on the IRP and for the City Council to consider approval of the IRP.

**SECTION 8****ACTION PLAN &  
MEASUREMENT STRATEGIES****Action Plan Summary:**

Describe the high-level goals and objectives that are expected to be met by the implementation of this resource plan within the 5-year resource planning period. Include longer term objectives and associated time period(s) if applicable. (See 10 CFR § 905.11 (b) (2)) and (See 10 CFR § 905.11 (b) (6)).

1. Meet with Twin Eagle Resource Management to discuss the possibility of allowing the City to replace a portion of the purchase under the Purchase Power Agreement with renewable energy resource options
2. Promote energy efficiency and water conservation (they tend to go hand-in-hand together)
3. Implement energy efficiency measures at City-owned facilities
4. Promote reliability by expanding transmission/distribution system to provide loop feed to all customers
5. Reduce distribution system energy losses

**Specific Actions:**

List specific actions you will take to implement your plan over the 5-year planning horizon.

**New Supply-Side Resource Acquisitions:**

List new resource options your organization is planning to implement, investigate, or pursue in the next five years. Include conventional generation, renewable resources, net metering programs, and purchase power contracts. Include key milestones such as the issuing an RFP, executing a contract, or completing a study. (See 10 CFR § 905.11 (b) (2)).

<b>Proposed New Resource</b>	<b>Begin Date</b>	<b>Est. New Capacity (MW)</b>	<b>Milestones to evaluate progress and/or accomplishments</b>
N/A			

### New Demand-Side Programs & Energy Consumption Improvements:

List energy efficiency, energy conservation, and load management programs your organization is planning to implement or evaluate in the next five years. Include key milestones to evaluate the progress of each program. Insert additional rows as needed. (See 10 CFR § 905.11 (b) (2)).

Example programs could include:

- Education programs & communications
- Energy efficient lighting upgrades
- Energy audits
- Weatherization & Insulation
- Window/doors upgrades
- Boiler, furnace or air conditioning retrofits
- Programmable thermostats
- Equipment inspection programs
- Use of infrared heat detection equipment for maintenance
- Tree-trimming/brush clearing programs
- Electric motor replacements
- Upgrading distribution line/substation equipment
- Power factor improvement
- Loan arrangements for energy efficiency upgrades
- Rebate programs for energy efficient equipment
- Key account programs
- Load management programs
- Demand control equipment
- Rate designs
- Smart meters (Time-of-Use Meters)

Proposed Items	Begin Date	Est. kW capacity savings per year	Est. MWh savings per year	Milestones to evaluate progress and/or accomplishments
Enhanced LED Lighting Program	2016		1,000	Energy savings in comparison to incandescent light bulbs
Customers Outreach Program through newsletters	2017			Promote and educate customers on the benefits of energy efficiency and conservation
Reduce Distribution System Losses	2018			Establish benchmark for measuring system losses

**Measurement Strategies:**

Describe your plan to evaluate and measure the actions and options identified in the IRP to determine if the IRP's objectives are being met. The plan must identify and include a baseline from which you will measure the IRP implementation's benefits. (See 10 CFR § 905.11 (b) (6)).

The City will use 2015 as the baseline for measurement.

The City will develop a plan to track the following activities and report the results in the subsequent annual updates:

1. Feedbacks and suggestions from customers
2. Energy savings from demand side measures
3. Progress of the programs and feedback will be presented to the City Council

**SECTION 9****SIGNATURES AND APPROVAL****IRP Approval:**

Indicate that all of the IRP requirements have been met by having the responsible official sign below; **and** provide documentation that the IRP has been approved by the appropriate governing body (i.e. provide a copy of the minutes that document an approval resolution). (See 10 CFR § 905.11 (b) (4)).

(Name – Print or type)	(Title)
(Signature)	(Date)

**Other Information:**

(Provide/attach additional information if necessary)

**IRP Posting Requirement:**

10 CFR § 905.23 of the EPAMP as amended effective July 21, 2008, facilitates public review of customers' approved IRPs by requiring that a customer's IRP be posted on its publicly available Web site or on Western's Web site. Please check the method in which you will comply with this requirement within thirty (30) days of receiving notification the IRP has been approved:

	Customer will post the approved IRP on its publicly available website and send the URL to Western.
X	Customer would like Western to post the approved IRP on Western's website.

**IRP Updates:**

Western's customers must submit updated IRPs every five (5) years after Western's approval of the initial IRP.

**IRP Annual Progress Reports:**

Western's customers must submit IRP progress reports each year within thirty (30) days of the anniversary date of the approval of the currently applicable IRP. Annual progress reports can be submitted using Western's on-line reporting tool, which can be accessed at: [www.wapa.gov/es/irp](http://www.wapa.gov/es/irp)