



**CITY COUNCIL AGENDA
OCTOBER 25, 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:**
- 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 October 11, 2016 City Council Meeting Minutes
 - B.** Resolution 16-033, Approving the 2016 El Paso County CDBG Subrecipient Agreement No. 4165208 For The Provincial Drive & Comanche Village Drive Neighborhoods Sidewalk & ADA Ramp Improvement Project. (Duane)
 - C.** Approve and Award the design contract for the South Santa Fe Water Transmission Main Project to GMS, Inc., of Colorado Springs in the amount not to exceed \$62,000.
- 8) Old Business**

None
- 9) New Business**
 - A.** Consideration of Items Removed from the Consent Agenda

- B. Public Hearing** and First Reading of Ordinance No. 1681, An Ordinance Approving the Ventana Overall Development Plan Major Amendment No. 2, Generally Located Northeast of Old Pueblo Road and RMB Court, and Hereinafter More Specifically Described in Exhibit "A" and Exhibit "B".
- C. Discussion** Regarding the 2017-2018 Budget
- D. Public Hearing** and First Reading of Ordinance 1682, An Ordinance Setting Appropriations for the Offices and Departments of the City of Fountain, Colorado for the Fiscal year 2017

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
NOVEMBER 1, 2016**

Posting Date:



Regular City Council Meeting

Consent – 7A

Council Meeting Minutes

October 25, 2016

Summary Information

Title:

Approval of the October 11, 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 October 11, 2016 City Council Meeting Minutes

Attachments: October 11, 2016 City Council Meeting Minutes

Background Information

N/A

Recommendation

Approve the October 11, 2016 City Council Meeting Minutes

Proposed Motion

Motion to approve shall be included under the consent agenda.

ST
CM Review

**CITY COUNCIL MEETING
October 11, 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

4) Special Presentations & Declarations:

- **8.12 and 8.14 Ordinance Findings on Behalf of Blight Team Research**

Economic Development Director Bailey reported on the changes recommended to help with compliance with blight issues within the City. She noted that this update and recommendations are strictly for commercial buildings and residential buildings will be addressed at a later time.

Gerry Dahl, Land use legal Advisor reviewed each proposed change and any legal consequences with each.

Council Member Thompson asked how this would affect complaints against existing farms adjacent to new housing.

Mr. Dahl stated that discretion is given to Code Enforcement but the City could establish a right to farm ordinance.

Mayor Pro Tem Thomas asked about hardship scenarios and definition of commercial such as multi-family units.

Economic Development Director Bailey noted that Code Enforcement would still have some discretion and resources for any hardship situations she also stated that 4 or more multi-family units are considered commercial and these suggested changes would apply.

- **Old Towne Arts Donation**

Lori Brazil, former Downtown Events Coordinator, issued a check to the Urban Renewal Authority to begin a Arts District in the Old Towne area. The funds were the balance from the Downtown Events Committee funds.

Economic Development Director Bailey stated that she would like to put together an advisory board for the proposed Arts District.

4) (B) Board/Commission/Committee Appointments

There were no appointments.

5) City Council Agenda Requests and Announcements

Council Member Gieck thanked the Fire Department for inviting him to the recent swearing in of the newest members.

Mayor Ortega stated that he would like to keep item #5 on the agenda for anything that Council would like to report or ask for an agenda item and to keep item #10 strictly for staff to report. He noted this would allow for the public to hear Council at the beginning of the meeting and expedite the meeting time. He also reported on the upcoming Trunk or Treat event.

6) Public to be Heard

Mr. Gonzalez, VFW, updated Council on the upcoming events at the VFW.

Deborah Stout Meininger, resident, stated her concerns with a toxic compound in water that is brought on by fracking.

7) Consent Agenda

- A. Approval of the September 27, 2016 City Council Meeting Minutes**
- B. Approve and Award the Contract for the 2016 Water Department Saddle Tap Replacement Project to Plowman Excavating, Inc., of Fountain, Colorado, with the Contract Amount Not to Exceed \$64,000.**

Council Member Applegate made a motion to remove item 7B for additional discussion, seconded by Council Member Coke. All members voted yes (7-0); the motion carried.

Council Member Thompson made a motion to approve the remaining consent agenda item 7A, seconded by Council Member Coke. All members voted yes (7-0); the motion carried.

8) Old Business

There was no old business to be heard.

9) New Business

A. Consideration of Items Removed from the Consent Agenda

7B. Approve and Award the Contract for the 2016 Water Department Saddle Tap Replacement Project to Plowman Excavating, Inc., of Fountain, Colorado, with the Contract Amount Not to Exceed \$64,000.

Council Member Applegate requested further information on the cost based on the report of the bid amount. He also asked about inspection and compaction for the street repairs.

Water Resource Engineer Fink reported that the city only anticipates completing replacements for Rancher Drive not Falling Star Rd. and the bid was for both locations. He stated that there is a requirement in the construction contract to conform to City standards for repair of the road including compaction and inspection.

Council Member Lauer made a motion to approve the contract for the 2016 Water Department saddle tap replacement, seconded by Council Member Gieck. All members voted yes (7-0); the motion carried.

10) Correspondence, Comments and Ex-Officio Reports

Deputy City Manager Evans updated Council on the success of the Toys for Tots run.

Deputy Police Chief Reeves reported on the success of the Citizens Academy.

Water Resource Engineer Fink invited Council to the upcoming Chilcott Ditch meeting.

City Clerk Huffman reported on the progress of the Veteran's memorial wall and reminded Council of the upcoming budget worksession on October 18th.

Mayor Pro Tem Thomas reported that he will be attending the CML legislative meeting next week and encouraged staff to attend and network with other attendees.

Council Member Thompson reported on the success of the Citizens Academy at the Police Department.

11) Announcement of Executive Sessions

City Clerk Huffman requested the following executive sessions:

1. An executive session pursuant to C.R.S. Section 24-6-402(4) for the purpose of review, approval, and amendment of executive session minutes
2. An executive session pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions
3. An executive session pursuant to C.R.S. Section 24-6-402(4)(f) for the purpose of discussing a personnel matter and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

Council Member Thompson made a motion to hold the executive sessions as requested, seconded by Mayor Pro Tem Thomas. All members voted yes (7-0); the motion carried.

12) Adjourn

There being no further business Mayor Ortega declared the meeting adjourned at 7:13 P.M.

City Clerk

Mayor



Regular City Council Meeting

Consent- 7B

October 25, 2016

Summary Information

Title: Resolution 16-033, Approving the 2016 El Paso County CDBG Subrecipient Agreement No. 4165208 For The Provincial Drive & Comanche Village Drive Neighborhoods Sidewalk & ADA Ramp Improvement Project.

Initiator Todd Evans

Presenter: Todd Evans

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

The purpose of this action item is for the Council to review and approve Resolution 16-033.

Attachments: Resolution 16-033 including CDBG Subrecipient Agreement No. 4165208 & Site Improvement Maps

Background Information

In September 2015 El Paso County requested Community Development Block Grant (CDBG) Program applications for public infrastructure improvements in low to moderate income US Census Tract Block Groups. Staff submitted a grant application in November 2015 for Provincial Drive and Comanche Village Drive Neighborhoods Sidewalk & ADA Ramp Improvements. El Paso County has subsequently awarded the City \$52,100 in CDBG Grant Funds. The City will be committing a minimum of \$18,900 in-kind services/cash match (26.62%) toward project costs. This project will be designed later this Fall/Winter and then advertised for bids with construction anticipated in late Spring/Summer next calendar year. Local match funding will come from 2016 Transportation Sales Tax and Street Maintenance General Fund appropriations to be finalized by City Council later this Fall.

El Paso County staff prepared the attached CDBG Subrecipient Agreement No. 4165208 for City review and approval. City staff subsequently prepared Resolution 16-033 for City Council action.

Recommendation

Staff recommends that City Council approve Resolution 16-033.

Proposed Motion

"I recommend City Council approval of Resolution 16-033."

SE

CM Review



RESOLUTION 16-033

A RESOLUTION APPROVING THE 2016 EL PASO COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT NO. 4165208 FOR PROVINCIAL DRIVE & COMANCHE VILLAGE DRIVE NEIGHBORHOODS – SIDEWALK & ADA CURB RAMP IMPROVEMENTS

WHEREAS, last year El Paso County Economic Development Division requested 2016 Community Development Block Grant (CDBG) Program applications for public infrastructure improvements in low to moderate income US Census Tract Block Groups; and

WHEREAS, the City of Fountain applied for and has been awarded a \$52,100 grant for the installation of sidewalk and corner ADA curb ramp improvement within the Provincial Drive and Comanche Village Drive Neighborhoods; and

WHEREAS, this project will likely be designed by the Engineering Department in late Fall/Winter 2016 with construction in Spring/Summer 2017; and

WHEREAS, the City of Fountain application committed matching construction funds estimated at \$18,900 of in-kind Street Department services and/or cash match payments of which will come from Transportation Sales Tax and 2017 Street Maintenance General Fund appropriations; and

WHEREAS, the City of Fountain must execute a CDBG Subrecipient Agreement with El Paso County prior to expending funds towards this 2016 CDBG Grant Project; and

WHEREAS, El Paso County recently submitted a CDBG Subrecipient Agreement, attached as “Exhibit A”, that is very similar to agreements approved by City Council for prior City of Fountain CDBG Projects.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain that the 2016 El Paso County Community Development Block Grant Subrecipient Agreement No. 4165208 for Provincial Drive & Comanche Village Drive Neighborhoods - Sidewalk & ADA Curb Ramp Improvements is hereby officially approved.

Done this 25th day of October 2016.

Gabriel P. Ortega, Mayor

ATTEST:

Silvia Huffman, City Clerk

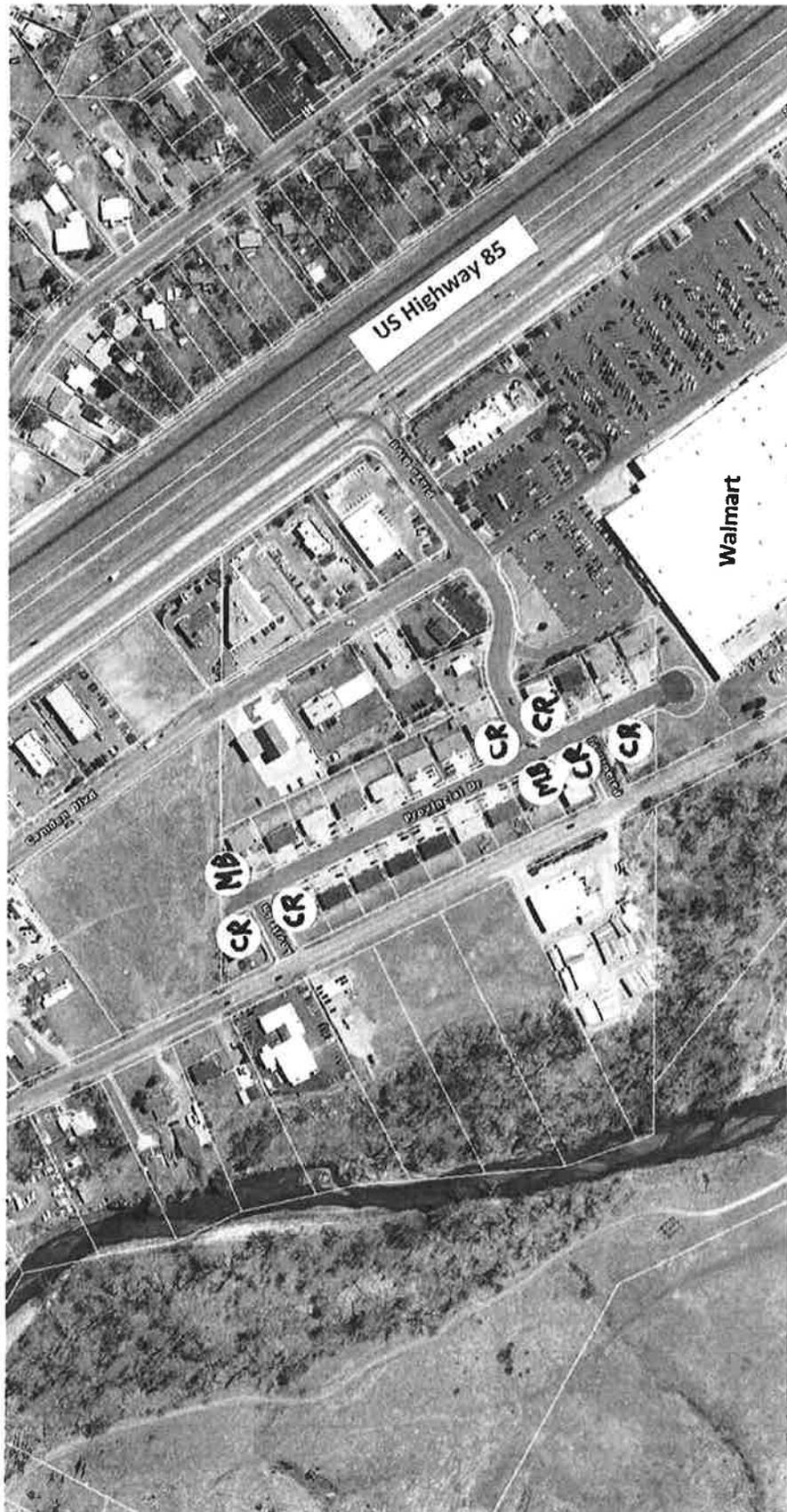
El Paso County Assessor's Office

City of Fountain
2016 CDBG Provincial & Comanche Village
Curb, Gutter, Sidewalk & ADA Curb Ramp Project
Census Tract 4501 Block Group 3

- Legend:**
CR – Corner Ramp
MB – Mid-Block Ramp
SW – Sidewalk



COPYRIGHT 2010 by the Board of County Commissioners, El Paso County, Colorado. All rights reserved. No part of this document or data contained herein may be reproduced, used to prepare derivative products, or distributed without the specific written approval of the Board of County Commissioner, El Paso County, Colorado. This document was prepared from the best data available at the time of plotting and is for internal use only. El Paso County, Colorado, makes no claim as to the completeness or accuracy of the data contained herein.

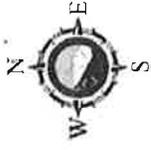


El Paso County Assessor's Office

City of Fountain

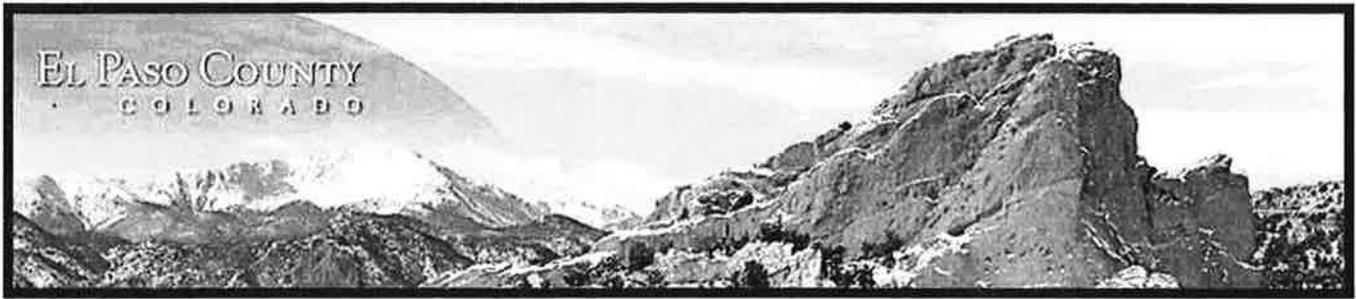
2016 CDBG Provincial & Comanche Village
Curb, Gutter, Sidewalk & ADA Curb Ramp Project
Census Tract 4508 Block Group 2
Sub-Blocks 6,16,21,24 & 25

- Legend:**
CR – Corner Ramp
MB – Mid-Block Ramp
SW – Sidewalk



COPYRIGHT 2010 by the Board of County Commissioners, El Paso County, Colorado. All rights reserved. No part of this document or data contained hereon may be reproduced, used to prepare derivative products, or distributed without the specific written approval of the Board of County Commissioners, El Paso County, Colorado. This document was prepared from the best data available at the time of plotting and is for internal use only. El Paso County, Colorado, makes no claim as to the completeness or accuracy of the data contained hereon.





El Paso County, Colorado Subrecipient Agreement

Program Year: 2016

City of Fountain
Provincial Drive & Comanche
Village Drive Neighborhoods-
Sidewalk & ADA Curb Ramp
Improvements
4165208

EL PASO COUNTY



SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN EL PASO COUNTY, COLORADO AND City of Fountain FOR

THE EL PASO COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AGREEMENT #4165208 entered this _____ DAY of the MONTH of _____, 2016, by and between El Paso County (herein called the "Grantee" and/or "County") and SUBRECIPIENT (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds; NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE 1- PROJECT

SECTION 1: SCOPE OF SERVICE

A. General Provisions

1. Statement of Services

The Subrecipient will expand ADA compliant infrastructure within several neighborhoods in the City of Fountain. Subrecipient shall be responsible for administering the CDBG grant project in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the CDBG program:

2. Activities

- | | |
|-------------|--|
| Activity #1 | Construction planning and project management to include: compliance with the Davis Bacon Act |
| Activity #2 | Prep work of the site to include: proper permitting and use of licensed, insured contractors |
| Activity #3 | The construction of curb, gutter, sidewalks, and ADA ramp improvements |
| Activity #4 | Provide community outreach and awareness of the project to be conducted |

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity/activities carried out under this Agreement will meet the National Objective of **benefiting low- and moderate-income area benefit, LMA.**

C. Income Benefit Goals

It is anticipated that approximately one thousand six hundred ninety (1,690) unduplicated low- to moderate-income residents will be served over the course of this twelve (12) month Agreement. The goal is to serve a portion of Census Tracts 4501 and 4508, which of the 2,717 persons living within the tracts, there are one thousand six hundred ninety (1,690) persons at the 0-80% area median income (AMI) level (very low to moderate-income), which is approximately 62% of the total population.

D. Monitoring

The County will monitor the performance of the Subrecipient against activities, goals and performance standards as stated above. In-house report monitoring and on-site monitoring will be conducted. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, suspension or termination procedures will be initiated.

SECTION 2: CDBG PROJECT DESCRIPTION

Type of Project: Public Facilities and Infrastructure Improvements

Matrix Code: 03L

Basic Eligibility Citation: 570.201(c)

Amount Funded: \$52,100

SECTION 3: TERM OF AGREEMENT

The term of this Agreement will be for a twelve (12) month period from the date of execution and approval by the El Paso County Chairman of the Board of County Commissioners. The timely use of funds is critical. The term of this Agreement may be extended should additional time for auditing this project be required, in accordance with law; this Agreement shall be deemed automatically extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

Additionally, the Subrecipient must comply with a "Continuing Use" requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 to \$150,000 in CDBG funds must be held in the same use for at least fifteen (15) years. Projects that are over \$150,000 to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that have \$200,000 or more in CDBG funds must continue to serve the low- to moderate-income population for a minimum of twenty-five (25) years.

SECTION 4: PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the County to meet its local obligations and its obligations to HUD. The County will prescribe the report format, as well as the time and location for submission of such reports. Required reports include, but are not limited to the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article 1, Section 1: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Subrecipient through this Agreement.

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Subrecipient, the County shall make or arrange for payments to the Subrecipient of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Subrecipient shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues with the Subrecipient have been resolved to the satisfaction of the County.

The Subrecipient's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the County and HUD shall have the right to audit the records of the Subrecipient as they relate to the Agreement and the activities and services described herein.

The Subrecipient shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subrecipient's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the County or HUD at any time during normal business hours and as often as necessary.
- E. Inform the County concerning any funds allocated to the Subrecipient, that the Subrecipient anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the County to other Subrecipients.
- F. Repay the County any funds in its possession at the time of the termination of this Agreement that may be due to the County or HUD.
- G. Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a monthly basis, or otherwise prescribed by the County, on forms provided by the County.

SECTION 3: REIMBURSEMENT

The County shall reimburse the Subrecipient only for actual incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the County. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the County or HUD determines that any funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the County or HUD may order repayment of the same. The Subrecipient shall remit the disallowed amount to the County within thirty (30) days of written notice of the disallowance.

- A. The Subrecipient agrees that funds determined by the County to be surplus upon completion of the Agreement will be subject to cancellation by the County.
- B. The Subrecipient agrees that upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of the expiration and any accounts receivable attributable to the use of CDBG funds.
- C. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. The County reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

SECTION 4: PROGRAM INCOME

The Subrecipient shall report monthly on all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the completion of the Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

ARTICLE 3- GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/County
El Paso County
Budget and Economic Development
200 S. Cascade, Suite 150
Colorado Springs, CO 80903
719-520-6484
crystallatier@elpasoco.com

Subrecipient
City of Fountain

116 S. Main Street
Fountain, Colorado 80817

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart J and subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subrecipient shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the HCD Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570;
- 24 CFR Parts 84 and 85;
- 2 CFR Part 200 (hereinafter "OMB Omni Circular")
- The Davis-Bacon Fair Labor Standards Act;
- The Contract Work Hours and Safety Standards Act of 1962;
- Copeland "Anti-Kickback" Act of 1934;
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA);
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)
- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 (implemented in 24 CFR Part 107);
- Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
- Section 3 of the Housing and Urban Development Act of 1968;
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086);
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards;
- The Architectural Barriers Act of 1968;
- The Americans With Disabilities Act (ADA) of 1990;
- The Age Discrimination Act of 1975, as amended;
- National Environmental Policy of 1969 (42 USC 4321 et seq.), as amended;
- Lead Based paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401;
- Asbestos guidelines established in CPD Notice 90-44;
- HUD Environmental Criteria and Standards (24 CFR Part 51);
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders;
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.);
- Flood Disaster Protection Act of 1973.
- Colorado House Bill 06-1023 and 06-1043

B. "Independent Contractor"

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish the relationship of employer/employee between the Grantee and the Subrecipient. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient agrees to hold harmless, defend and indemnify the County and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

To the extent permitted by law, The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee. The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48.

The certificates of insurance shall be provided to the County by the Subrecipient's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of this Agreement. No other form of certificate shall be used.

The Subrecipient will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the County may immediately terminate this contract.

F. Licensing

The Subrecipient agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County or Municipal standards for licensing, certifications and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subrecipient license related to the services for which the County is providing funding under this Agreement, the County may terminate this Agreement and withhold further Agreement funds. In addition, monies already received under this Agreement may be owed back to the County.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Failure to Perform

In the event of a failure by the Subrecipient to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, the County reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligation of funds until the County is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of the County's right to suspend or terminate this Agreement. The County may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 24 CFR 85.43, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

- A. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect; or
- E. Failure to take satisfactory corrective action as directed by the County.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced or limited in any way after the effective date of this Agreement but prior to its normal completion, the County may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other termination provisions of this agreement. Termination under this Section shall be effective upon receipt of written notice. In the case of a suspension or termination, monies already received under this Agreement may be owed back to the County and the County may also declare the Subrecipient ineligible for further participation in the CDBG program.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with Omni Circular. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but are not be limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records demonstrating the boundaries of the service area, if applicable;
- Records required to determine the eligibility of activities as well as the eligibility of beneficiaries;

- Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided, as applicable. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, demographic information and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Omni Circular.

C. Citizen Participation

The Subrecipient will have processes in place (satisfaction surveys, board representation, grievance procedures, etc.) which receive, document and utilize the input from low-income persons potentially benefiting or affected by the program or project covered under this Agreement.

D. Procurement

1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.

E. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

F. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$20,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
- In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

Displacement of persons (including families, individuals, businesses, non-profit organizations and farms) as a result of activities assisted with CDBG funds is generally discouraged.

SECTION 5: PERSONNEL AND BENEFICIARY CONDITIONS

A. Civil Rights

1. General Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the nondiscrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable, which stipulates that no person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.

Additionally, the Subrecipient shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age or disability or handicap:

- Deny a qualified individual any facilities, financial aid, services or other benefits provided under this Agreement;
- Provide any facilities, financial aid, services or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- Subject an individual to segregated or separate treatment in any facility, or in any matter if process related to receipt of any service or benefit under this Agreement;
- Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;
- Treat anyone differently from others in determining if they satisfy any admission, enrollment, eligibility, membership or other requirement or condition which the individual must meet to be provided a service or a benefit under this Agreement.
- Deny anyone an opportunity to participate in any program or activity as an employee who is different from that afforded others under this agreement.

If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The Subrecipient shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted

hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Architectural Barriers Act/Americans with Disabilities Act

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of a "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act ("ADA") (42 USC 12131; 47 USC 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity and Affirmative Action employer.

The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

6. Subcontract Provisions

The Subrecipient will include the provisions of Section 5. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. Drug-Free Workplace

The Subrecipient will or will continue to provide a drug-free workplace by:

- Maintaining a Zero Tolerance Drug Policy;
- Posting in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- Stating in all solicitations or advertisements for employees or subcontractors placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace;
- Establishing an ongoing drug-free awareness program to inform employees about:
 - The dangers of drug abuse in the workplace;
 - The Subrecipient's policy of maintaining a drug-free workplace;
 - Any available drug counseling, rehabilitation, and employee assistance programs; and
 - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- Including the provisions of the foregoing clauses in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued there under prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in

which the project is located, and to low- and very low-income participants in other HUD programs. The Subrecipient further agrees to award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Illegal Aliens

The Subrecipient shall comply with C.R.S. § 8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, applicable to this Agreement. By execution of this Agreement, the Subrecipient certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Subrecipient will participate in either the federal E-Verify Program (which is jointly administered by the U.S. Department of Homeland Security and the U.S. Social Security Administration) (the "E-Verify Program") or the Colorado Department of Labor and Employment, Employment Verification Program established pursuant to C.R.S. § 8-17.5-102(5)(c) (the "Department Program"), in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Agreement.

The Subrecipient shall not:

- Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
- Enter into a contract with a contractor that fails to certify to the Subrecipient that the contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Subrecipient hereby certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

In accordance with the 2008 amendments to C.R.S. § 8-17.5-102(5)(c)(II), within twenty (20) days after hiring an employee who is newly hired for employment to perform work under this Agreement, the Subrecipient shall affirm to the County that the Subrecipient has examined the legal work status of such employee, retained copies of the documents required by 8 U.S.C. § 1324a, and not altered or falsified the identification documents for such employees. The Subrecipient shall provide a written, notarized copy of the affirmation to the County. Such written, notarized affirmation shall identify each of the specific CDBG Subrecipient Agreement(s) on which such newly hired employee of the Subrecipient is performing, or will perform, work.

The Subrecipient shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.

If the Subrecipient obtains actual knowledge that a contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Subrecipient shall:

- Notify the contractor and the County within three (3) days that the Subrecipient has actual knowledge that the contractor is employing or contracting with an illegal alien; and
- Terminate the contract with the contractor if within three (3) days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the contractor does not stop employing or contracting with the illegal alien; except that the Subrecipient shall not terminate the contract with the contractor if during such three (3) days the contractor provides information to establish that the contractor has not knowingly employed or contracted with an illegal alien.

The Subrecipient shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If the Subrecipient violates this provision of this Agreement, the County may terminate the Agreement for a breach of contract. If the Agreement is so terminated, the Subrecipient shall be liable for actual and consequential damages to the County as required by law. The County will notify the Office of the Secretary of State if the Subrecipient violates this provision of this Agreement and terminate the Agreement for such breach.

The Subrecipient must verify and document the lawful presence of its end user beneficiary clients in accordance with the provisions of C.R.S. § 24-76.5-103 whenever its end user beneficiary client:

- Is eighteen years of age or older; and
- Is receiving a direct monetary benefit from CDBG funds allocated; and
- Has submitted a written application to the Subrecipient to receive benefits that are funded in whole or in part by CDBG funds.

If the conditions above are met, and if none of the statutory exemptions apply, then in accordance with C.R.S. §§ 24-76.5-103(4)(a)(I) and 24-76.5(103)(4)(b), At the time of application the Subrecipient's end user beneficiary client receives benefits funded in whole or in part by CDBG Funds, the Subrecipient must require that the end user beneficiary both:

- Produce a valid Identification Document as listed in the statute; and
- Sign an Affidavit as required by the statute.

Each time the end user beneficiary produces the Identification Document and signs the Affidavit, the Subrecipient shall: (1) photocopy the Identification Document (2) retain the dated photocopy in its records; (3) retain the Affidavit in its records; and (4) make such records available for inspection by the County or HUD or any other governmental agency for a period of ten (10) years.

5. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include, but are not limited to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- No employee, officer or agent of the Subrecipient shall participate in the selection, the award or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

6. Lobbying

The Subrecipient hereby certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

8. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee reserves the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work or materials for governmental purposes.

9. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subrecipient agrees that, in connection with such services:

- It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

10. Other Program Requirements

The Subrecipient shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- The Subrecipient does not assume the County's environmental responsibilities described in Section 570.604; and
- The Subrecipient does not assume the County's responsibility for initiating the review process under Executive Order 12372.

SECTION 6: ENVIRONMENTAL

A. General Provisions

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act (NEPA).

County staff will complete the ERR. The time required for completion of the ERR can vary from a week to a few months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subrecipient will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completing the ERR, the County may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of the funds by HUD, the County will send the Subrecipient a written notice to begin the project. Subrecipients shall not implement any project activities or incur any project costs until receipt of the notice to proceed.

The County must also determine whether the project meets other applicable statutory and regulatory requirements which include by are not limited to the following:

B. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, et seq.;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

C. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

D. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations

further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

E. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 7: HANDBOOK RECEIPT CERTIFICATION

The Subrecipient certifies that it has received the HUD published *"Playing by the Rules- A Handbook for CDBG Subrecipients on Administrative Systems"* in either print or electronic format from the County. The Subrecipient further certifies and agrees that it is the Subrecipient's obligation as a part of this Agreement to read and understand the Handbook.

SECTION 8: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 10: WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 11: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

SECTION 13: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 14: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the District Court of El Paso County, Colorado, and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Grantee:
El Paso County, Colorado

Date _____

By _____
Chair, Board of County Commissioners

Attest:

COUNTY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Federal I. D. # 84-6000764

[ASSISTANT] COUNTY ATTORNEY

Subrecipient:
City of Fountain

Date _____

By _____

Federal I. D. # _____

Title: _____

Secondary signature:

By _____

Title: _____



Regular City Council Meeting

Consent – 7C

October 25, 2016

Summary Information

Title:

Approve and award the design contract for the South Santa Fe Water Transmission Main Project to GMS, Inc., of Colorado Springs in the amount not to exceed \$62,000.

Initiator: Michael Fink, P.E., Water Resource Engineer

Presenter: Michael Fink, P.E., Water Resource Engineer

Legal Review: Yes No

Council Action

Council Information

Report to Council

The purpose of this item is to award the design contract for the South Santa Fe Water Transmission Main Project to GMS, Inc., of Colorado Springs in the amount not to exceed \$62,000.

Attachments:

Design Contract (16 pages)

Project Vicinity Map (1 page)

Background Information

In 2013, the City of Fountain Water Utility solicited Statements of Qualifications (SOQs) for engineering design services, and 15 engineering firms responded. Of the 15 firms who submitted SOQs, the Water Utility rated six as pre-qualified for engineering design services. The ratings were not related to the perceived qualities of the firms; Water Utility Staff attempted to match the competencies of each firm to the specific design task. Of those final six, one no longer practices in Colorado, and one has been acquired by a different firm. The Water Utility has completed a contract with two of the firms and is in negotiations for contract with another. The Water Utility has completed negotiations for engineering design services with GMS, Inc., the sixth firm rated as pre-qualified in 2013 for the design services for the South Santa Fe Water Transmission Main Project.

The proposed project, which connects the existing water main at Old Pueblo Road to the existing water main at South Santa Fe Avenue with a large transmission water main, has been identified as a Capital Project in the five-year Capital Improvements Plan in the current Budget and in the adopted Water Master Plan. This project builds the ability to serve the existing customers, the approved developments, and the future anticipated growth of the water customer base in the southern part of the City's water service area. It also eliminates the longest dead-end water main in the City (the South Santa Fe Avenue water main) and increases the fire flow to the area of the petroleum tank farm, Fountain Sanitation District, and the residents on South Santa Fe Avenue.

GMS, Inc., has been awarded two major water system design projects in the past (Well #2 reconstruction and Venetucci Wellfield design) and performed well in both tasks. This project involves designing a replacement for an existing aging water main along South Santa Fe Avenue from the City Cemetery south to the Fountain Sanitation District Office. The 2015-16 Budget has identified funding for the design, permitting, and easement acquisition tasks for this project; the 2017-18 Budget will propose funding the construction phase of this project.

The Utility Staff recommends that Council award the design contract for the South Santa Fe Water Transmission Main Project to GMS, Inc., of Colorado Springs in the amount not to exceed \$62,000, which includes a contingency of 7.8%.

Recommendation

The Utility Staff recommends that Council award the design contract for the South Santa Fe Water Transmission Main Project to GMS, Inc., of Colorado Springs in the amount not to exceed \$62,000.

Proposed Motion

"I recommend the Council approves awarding the design contract for the South Santa Fe Water Transmission Main Project to GMS, Inc., of Colorado Springs in the amount not to exceed \$62,000."



CM Review

CITY OF FOUNTAIN

ENGINEERING AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below, by and between **THE CITY OF FOUNTAIN, COLORADO**, a municipal corporation, hereinafter referred to as the "City" and GMS, Inc., hereinafter referred to as the "Engineer."

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF WORK.** The Engineer agrees to provide services and an end product described in "Exhibit A", consisting of 8 pages and incorporated herein by this reference, hereinafter the "Work." The Engineer shall provide other Work and end products as may be agreed upon in writing from time to time by the parties.
2. **STANDARD OF CARE.** The Engineer agrees that the performance of Work pursuant to the requirements of this Agreement shall conform to accepted standards of care.
3. **WORK SCHEDULE.** The work shall be substantially complete on or before December 31, 2017.
4. **TIME OF COMMENCEMENT AND COMPLETION OF WORK.** The Work to be performed pursuant to this Agreement shall be initiated within ten (10) days following execution of this Agreement. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.
5. **EARLY TERMINATION BY CITY.** Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Engineer. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

If Engineer:

Roger Sams, P.E.
GMS, Inc.
811 North Weber, Suite 300
Colorado Springs, CO 80903

If City:

Michael Fink, P.E.
Water Resources Engineer
City of Fountain
116 S. Main Street
Fountain, CO 80817

In the event of any such early termination by the City, the Engineer shall be paid for Work rendered prior to the date of termination, subject only to the satisfactory performance of the Engineer's obligations under this Agreement. Such payment shall be the Engineer's sole right and remedy for such termination.

6. **DESIGN, PROJECT, INDEMNITY AND INSURANCE RESPONSIBILITY.** The Engineer shall be responsible for the Engineer quality, technical accuracy, timely completion and the coordination of all Work rendered by the Engineer, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Engineer shall indemnify, save and hold harmless the City, its officers and employees in accordance with Colorado law, from all damages to the extent such claims, losses, damages, or expenses are caused by negligent acts, errors, or omissions of the Engineer. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Engineer and City, they shall be borne by each party in proportion to its own negligence. The Engineer shall maintain insurance in the kinds and amounts set forth in "Exhibit B".
7. **COMPENSATION.** In consideration of the Work to be performed pursuant to this Agreement, the City agrees to pay Engineer the fees set forth in "Exhibit A" plus reimbursable direct costs. Monthly partial payments based upon the Engineer's billings and itemized statements are permissible. The Engineer shall bill its charges to the City periodically, but no more frequently than once each month. The itemized invoices from the Engineer shall include:

- a. A list of the Engineer's employees who worked on the Project during the billing period, the amount of time each worked, and the associated billing rate of each employee; and
- b. An itemized list of reimbursable expenses and, where applicable, copies of invoices for outside work or materials.

The amounts of all such partial payments shall be based upon the Engineer's City-verified progress in completing the Work to be performed pursuant hereto and upon the City's approval of the Engineer's actual reimbursable expenses. The City shall make final payment following acceptance of the Work. Upon final payment, all designs, plans, reports, specifications, drawings, and other Work rendered by the Engineer shall become the sole property of the City.

8. **CITY REPRESENTATIVE.** The City designates Michael Fink, Water Resources Engineer its project representative who shall make, within the scope of his authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.
9. **ENGINEER REPRESENTATIVE.** The Engineer designates Roger Sams as its project director to manage and supervise the performance of this Agreement on behalf of the Engineer. Associated with the project manager shall be staff members whose experience and qualifications are appropriate for this project.
10. **PROJECT DOCUMENTS.** Upon conclusion of the project and before final payment, the Engineer shall provide to the City one (1) hard copy and one (1) electronic copy of all deliverables. Upon final payment, all Project notes, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other final Project products developed specifically for the Project are and shall remain the sole and exclusive property of the City. The Engineer shall not provide copies of any material prepared hereunder to any other party without the prior written consent of the City.
11. **PROGRESS REPORT.** Engineer shall provide monthly progress reports and progress meetings. Failure to provide any required monthly report or conduct the required progress meetings may, at the option of the City, suspend the processing of any partial payment request.
12. **INDEPENDENT CONTRACTOR.** The Work to be performed by Engineer are those of an independent contractor and not of an employee of the City of Fountain. The City shall not be responsible for withholding any portion of Engineer's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

13. **INSPECTION.** The City, through its authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement.
14. **CHANGES.** The City may, from time to time, require changes in the scope of the work to be performed hereunder. In the event such changes cause an increase or decrease in the work to be performed by the Engineer or the time for such performance, the compensation to be paid to the Engineer and time of performance shall be equitably adjusted.
- a. In giving instructions, the Project Manager shall have authority to make changes in the Project, which are not inconsistent with the purpose of the Project, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order by the Project Manager and no claim for an addition to the Contract sum shall be valid unless so ordered.
- b. The value of any such extra work or change shall be determined in one or more of the following ways: (1) extra work lump sum; (2) time and materials; or (3) according to established hourly billing rate upon the agreement of the parties.
15. **DELAYS AND EXTENSION OF TIME.** If the Engineer is delayed at any time in the progress of the Project by any act or neglect of the City or of its employees or by any other contractor employed by the City, or by changes ordered in the Project, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Engineer's control, or by any cause which the Project Manager decides shall justify the delay, then the time of the completion of the Project shall be extended for such reasonable time as the Project Manager may decide.
- No such Extension of time shall be made retroactive of the date a delay has been established by the Project Manager. In the case of continuing cause of delay, only one claim is necessary for Extension of Time.
16. **SUSPENSION.** Without terminating this Agreement or breaching the obligations hereunder, the City may, at its pleasure, suspend the Work of the Engineer hereunder. Such suspension may be accomplished by giving the Engineer written notice, which shall set forth the reasons for the suspension, seven (7) days in advance of the suspension date. Upon receipt of such notice, the Engineer shall cease its work in as efficient a manner as possible in order to keep its total charges to the City for Work under the Agreement to a minimum. In the event that the period of suspension exceeds ninety- (90) days, the terms of the Agreement shall be subject to renegotiation, and either party may terminate the Project on the suspended portion of the Project.

17. **PERSONAL WORK.** It is understood that the City enters into this Agreement based on the special abilities of the Engineer and that this Agreement shall be considered as an Agreement for personal Work. Accordingly, the Engineer shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.
18. **ACCEPTANCE NOT WAIVER.** The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the quality or technical accuracy of the Work. The City's approval or acceptance of, or payment for, any of the Work shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.
19. **DEFAULT.** Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.
20. **REMEDIES.** In the event a party has been declared in default, such defaulting party shall be allowed a period of fifteen(15) calendar days from the date of the notice of default to cure or to submit a plan for cure acceptable to the other party. In the event the default remains uncorrected, the party declaring default may elect to terminate the Agreement and seek damages.
21. **BINDING EFFECT.** This writing, together with the exhibits hereto, constitutes the entire Agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
22. **APPROPRIATION OF FUNDS BY THE CITY COUNCIL.** Payment by the City under the provisions of this Agreement after calendar year 2016 is subject to appropriation of funds by the City Council.
23. **LAW/SEVERABILITY.** The laws of the State of Colorado, Charter and ordinances of the City of Fountain, and the Fountain Municipal Code shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
24. **Exhibit A, Scope of Services.** The obligations of the City for each task set forth in Exhibit A shall not exceed the amount budgeted for each task without the written approval of the Utilities director or his representative.

THE CITY OF FOUNTAIN, COLORADO

BY: _____
Gabriel Ortega, Mayor

DATE: _____

ATTEST:

City Clerk

GMS, Inc.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT "A"



This is an Addendum to the "PROFESSIONAL SERVICES AGREEMENT" which was assigned to GMS, Inc. (the "Engineer").

The Paragraph 1 listing of Exhibit "A" is amended to include, but not be limited to the following document (attached hereto):

- Proposal for Professional Services, South Santa Fe Avenue Water Transmission Line (7 pages, September 1, 2016)

The Contract Price (Paragraph 7) is based on the Scope of Design Professional's Service, comprising \$57,500.00 in Fee's and Reimbursable Expenses. The Engineer is not authorized to commence providing services for any of the Tasks without a Task-specific Notice to Proceed. Total Compensation under this Contract is not to exceed \$62,000.00.

Date: _____, 2016

City of Fountain _____

By: _____

Printed Name and Title: _____

The above person's signature verifies his/her authority to execute this Contract Addendum on behalf of the City.

Engineer:

By: _____

Printed Name and Title: _____

The above person's signature verifies his/her authority to execute this Contract Addendum on behalf of the Engineer.

GMS, INC.
CONSULTING ENGINEERS
611 NORTH WEBER, SUITE 300
COLORADO SPRINGS, COLORADO 80903-1074

TELEPHONE (719) 476-2935
TELEFAX (719) 476-2938

EDWARD D. MEYER, P.E.
ROGER J. SAMS, P.E.
GREGORY R. WORDEN, P.E.
THOMAS A. McCLERNAN, P.E.

KEN L. WHITE, P.L.S.
DAVID R. FRISCH, P.L.S.
MARK A. MORTON, P.E.
JASON D. MEYER, P.E.

September 1, 2016

Mr. Michael R. Fink, P.E.
Water Resources Engineer
City of Fountain
116 S. Main Street
Fountain, CO 80817-2214

RE: Proposal of Professional Services
South Santa Fe Avenue Water Transmission Line

Dear Mike:

Thank you very much for the opportunity to prepare this proposal of professional services for the City of Fountain. The work contemplated for the South Santa Fe Avenue Water Transmission Line project is well suited to GMS, Inc. as our specialization in municipal "wet" utilities is directly applicable to this project. Our familiarity with the City of Fountain utility system and staff will serve us well in providing the City with an efficient, professionally prepared design and construction document set for this project.

In accordance with our discussions of August 5, 2016 we have prepared this proposal of professional services describing the services requested by the City of Fountain.

A. PROJECT PLANNING AND PREDESIGN INVESTIGATIONS AND SURVEY

The predesign services for this project will be as follows:

1. Compile City of Fountain water distribution system mapping from the City's Geographical Information System (GIS) including as constructed documents for the 8-inch diameter water distribution system piping installed in the last two (2) years in the vicinity of South Santa Fe Avenue and Chancellor's Mobile Home Park.
2. Solicit input from known utility providers in the project area through personal contacts to accomplish pre-project planning.
3. Conduct telephone conferences with the City of Fountain Department of Public Works and City Engineering to discuss status of roadway and drainage facilities, planned improvements and operating issues.
4. Arrange for utility locations through the Utility Notification Center of Colorado in the project area, the project area being defined by the southerly extent of the existing 8" diameter distribution system pipeline installed by the City in 2013 and the northerly extent of the

existing 12" diameter water distribution pipeline installed by the Fountain Sanitation District in 1999 and 2000.

5. Prepare a predesign plan and conduct a predesign field survey utilizing the City of Fountain's GIS three dimensional coordinate system, to generally include the entirety of the Santa Fe Avenue right-of-way extending each side of the traveled road surface, locating all public and private surface improvements and marked underground infrastructure.
6. Compile the predesign survey in an electronic three dimensional terrain model to reflect all located underground facilities, planimetric and topographic features.
7. Arrange for and conduct a conference with the City of Fountain Water Department, Department of Public Works and other utility agencies which, as a result of the predesign investigations, will likely directly impact the design and construction of the project.

B. PRELIMINARY DESIGN

Based on an agreed upon routing of the pipeline in the project planning phase, the City of Fountain will authorize GMS, Inc. to proceed with the preliminary design for the pipeline and appurtenances. This scope of work will include the following activities:

1. Develop horizontal alignment in conformance with the City of Fountain's *Water Distribution System Design and Construction Specifications Manual* standards and criteria with consideration of standards, criteria and constraints of affected utilities in the project area. Of particular concern will be the proximity, both horizontal and vertical, of the new water transmission line in relation to existing wastewater collection system infrastructure.
2. Develop vertical alignment of the proposed pipeline recognizing proximity of other utilities, drainage structures, existing water service line connections and fire suppression system provisions.
3. Develop a preliminary design and construction details for special installations not necessarily addressed in the City of Fountain's *Water System Design and Construction Specifications Manual*.
4. Review preliminary design documents with City of Fountain Water Department Superintendent and Water Resources Engineer.
5. Following review and general concurrence by the City of Fountain Water Department, distribute the preliminary design to other affected utility providers and agencies in the project area and solicit review comments.
6. Determine if new easements, licenses or other arrangements will be required to accommodate the final design and construction. This may occur for fire suppression facilities i.e. hydrants, near the Magellan Pipeline facility.

7. Based on the acceptance of preliminary design and construction details, a preliminary construction budget will be developed for this project.
8. GMS, Inc. will prepare a scope of services for a site specific subsurface geotechnical investigation to be accomplished by a qualified consultant to be separately retained by the City of Fountain. GMS, Inc. will participate with the City of Fountain in evaluating the geotechnical engineering final scope of work and monetary proposal for the project.
9. GMS, Inc. will prepare a scope of work for excavation of existing underground facilities which may be in conflict with the proposed water transmission line. This work will be accomplished by an experienced consultant/contractor utilizing vacuum excavation techniques. It is understood this consultant/contractor will be retained and compensated by the City of Fountain.

C. FINAL DESIGN AND CONSTRUCTION DOCUMENTS

Based on written acceptance of the preliminary design and construction documents from the City of Fountain Water Department, GMS, Inc. will proceed with preparation of final design and construction documents for the pipeline project. The scope of work will include the following activities:

1. Compile final construction drawings representing required horizontal and vertical alignments, accommodations for other utilities and existing facilities and specific construction details for this project.
2. Compile a project manual with all bidding documents, contract documents utilizing the City's standard construction contract format and documents, together with all necessary technical specifications. The technical specifications will include incorporation of the City of Fountain's *Water Distribution System Design and Construction Specifications Manual*, and construction standards together with all necessary project specific technical specifications.

In keeping with the standard practice of the City of Fountain Water Department, all technical specifications governing the work of the project will be included in the drawings, suitably sized and detailed for use by the construction team.

3. Complete easements documents, should they be necessary, for review by the City of Fountain Water Department and City legal counsel. GMS, Inc. will participate with the City of Fountain in discussions with property owners as to the acquisition of easements, if any, to accommodate this project.
4. Based on the final construction documents, an updated estimate of construction costs will be provided for review by the City Fountain Water Department.
5. The final design and construction documents will be submitted to and reviewed with the City Fountain Water Department Superintendent and Water Resources Engineer. Any necessary revisions, clarifications or additions will be accommodated in accordance with the

scope of work in this Professional Services Agreement. In addition, the project manual containing bidding and construction documents and specifications will be reviewed, clarified, revised and amended as necessary to accommodate the requirements of this project.

D. BID ADMINISTRATION

1. With the authorization of the City of Fountain Water Department, GMS, Inc. will arrange for and accommodate publication of an, "Advertisement for Bids". GMS, Inc. will prepare the appropriate notice and submit it to the City of Fountain. The City of Fountain will submit the "Advertisement for Bids" for local publication and payment of publication fees.
2. GMS, Inc. will provide 20 copies of the accepted construction drawings and project manual for use by bidders and other entities in preparation for the bidding of this project.
3. GMS, Inc. will participate with the City of Fountain in issuing bidding documents to those entities requesting them.
4. GMS, Inc. will prepare suitable notices and participate in the administration and conduct of a pre-bid conference at the established time and date. A record of pre-bid conference will be prepared by GMS, Inc. for distribution to plan holders.
5. GMS, Inc. will provide consultations with plan holders during the bidding period to include preparation of addenda as necessary for bidding document clarifications, revisions and amendments.
6. GMS, Inc. will participate with the City of Fountain in administration of the bid opening to include a compilation of bids, evaluation of the bids submitted, and development of a consensus with the City of Fountain Water Department with a recommendation for award of a construction contract by the City Council of the City of Fountain.
7. GMS, Inc. will prepare a "Notice of Award" and other contract documents following award of the construction contract for completion by the contractor and the City of Fountain.

E. CONSTRUCTION ADMINISTRATION

1. Complete compilation of contract documents and distribution to the parties to the contract.
2. Review and provide comments on submittals for materials to be incorporated into the project.
3. Provide input on interpretation of the construction documents throughout the construction period.
4. Conduct periodic construction progress meetings (CPMs) as agreed upon with the City and the contractor.
5. Develop an Application and Certificate for Payment suitable to the City and contractor.

6. Meet with the construction contractor to evaluate the status of the project on no less than a monthly basis for purposes of preparation of an Application and Certificate for Payment. GMS, Inc. will reach concurrence with the contractor and prepare a letter of recommendation for payment to the City.
7. GMS, Inc. will compile, with the assistance of the contractor, as-constructed notations and plans representing the completed construction.
8. GMS, Inc. will participate in periodic site visits to assess the status of construction, answer questions and clarify requirements to the project. GMS, Inc. will not be providing full time resident project representation as that will be accomplished by qualified personnel of the City of Fountain. We will coordinate closely with City of Fountain's staff as to direction to be given for any changes or modifications to the project.
9. GMS, Inc. will prepare any necessary field orders to make changes in the project which do not have a monetary or time of performance impact.
10. GMS, Inc. will prepare, in conjunction with the contractor and the City of Fountain, any necessary change orders or contract modification orders to reflect required changes in the scope, monetary value and contract time of performance.
11. GMS, Inc. will coordinate with the City of Fountain's geotechnical engineer and materials testing consultant to obtain samples of materials and perform necessary materials testing during the course of construction. In general, this will include testing of trench backfill throughout the progress of the work. Coordination of testing will address any paving materials that may need to be replaced during the course of the project as well as structural concrete which may be necessary.

F. PROJECT COMPLETION

1. Upon substantial completion of the construction, GMS, Inc. will participate with the City of Fountain in preparing a list of items requiring attention by the contractor prior to final payment.
2. GMS, Inc. will compile final as-constructed documents and submit to the City Fountain for record.
3. GMS, Inc. will participate with the City of Fountain in preparation of a, "Notice of Final Payment," and coordination of publication of that document prior to taking action on a final Application and Certificate for Payment for the contractor.

G. PROFESSIONAL FEES

1. GMS, Inc. proposes to accomplish the scope of services outline above for a maximum professional fee not to exceed \$57,500.00 dollars. The professional fees will be invoiced to the City Fountain on a four to six week interval in accordance with the following rate schedules applicable for the duration of the project.

CALENDAR YEAR 2016
Labor Rates for this Project

Principal	\$185.00 per hour
Senior Professional Engineer	\$162.00 per hour
Professional Engineer	\$144.00 per hour
Senior Design Technician	\$150.00 per hour
Professional Licensed Surveyor	\$117.00 per hour
Design Technician	\$ 98.00 per hour
Senior Resident Project Representative	\$105.00 per hour
Resident Project Representative	\$ 92.00 per hour
Administrative Services	\$ 68.00 per hour
Reimbursable Expenses	Cost + 10%

CALENDAR YEAR 2017
Labor Rates for this Project

Principal	\$194.00 per hour
Senior Professional Engineer	\$170.00 per hour
Professional Engineer	\$151.00 per hour
Senior Design Technician	\$158.00 per hour
Professional Licensed Surveyor	\$123.00 per hour
Design Technician	\$103.00 per hour
Senior Resident Project Representative	\$110.00 per hour
Resident Project Representative	\$ 97.00 per hour
Administrative Services	\$ 71.00 per hour
Reimbursable Expenses	Cost + 10%

Mr. Michael R. Fink, P.E
September 1, 2016
Page 7

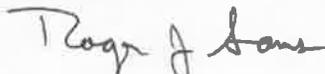
H. PROJECT SCHEDULE

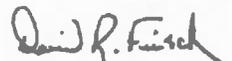
The project schedule below is based on the acceptance of the proposal of professional services and execution of a Professional Services Agreement on or before October 12, 2016.

Project Activity	End Date or Duration, Calendar Days
A. Project Planning and Pre-design Investigations and Survey	November 4, 2016
B. Preliminary Design	November 18, 2016
C. Final Design and Construction Documents	December 30, 2016
D. Bid Administration	Commence June 14, 2017 Bid Opening Approximately July 12, 2017
E. Construction Administration and Project Closeout	Award Contract July 25, 2017 Commence Construction August 28, 2017 Complete Construction October 27, 2017

We trust that this scope of work and terms and conditions of the project are sufficient for the City of Fountain to participate with GMS, Inc. in a completion of a professional services agreement for this project. Should you have any questions or desire additional information please contact us at your convenience.

Sincerely,


Roger J. Sams, P.E.


David R. Frisch, P.L.S.

DRF/eaw

EXHIBIT "B"

INSURANCE

1. **INSURANCE INSTRUCTIONS.** Engineer shall not commence work under this contract until all insurance required under this section has been obtained and such insurance has been approved by the City, nor shall the Engineer allow any subconsultant to commence work on a subcontract until all similar insurance required of this subconsultant has been so obtained. The City shall be included as an additional insured on all insurance coverages except for professional liability insurance.
2. **WORKER'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER LIABILITY INSURANCE.** The Engineer shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable state covering all employees, and in the case of any work sublet, the Engineer shall require the subconsultant similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Engineer shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 with an insurance company authorized to write such insurance in all states where the Engineer will have employees located in the performance of this contract and the Engineer shall require such subconsultant similarly to maintain Employer's Liability Insurance on its employees.
3. **COMMERCIAL LIABILITY INSURANCE.** The Engineer shall maintain during the life of this contract such Public Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and property damage, which may arise from operations under this contract whether such operations be by self or by any subconsultant or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:
 - A. Bodily Injury and Property Damage Limits are \$500,000 per occurrence Combined Single Limit
 - B. The Public Liability Insurance required by the preceding subparagraph shall include the following extensions of coverage:
 - C. Coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
 - D. X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as X.C.U. property damage liability coverage with limits of \$1,000,000 each occurrence.
 - E. The property damage coverage shall include a Broad form Property Damage Endorsement.
 - F. Contractual Liability coverage shall be included.
 - G. Protective Liability coverage shall be included to protect the Engineer against claims arising out of operations performed by subconsultant.
 - H. Products Liability and/or Completed Operations coverage shall be included.
 - I. Completed Operations coverage shall be provided for two years following substantial completion of the work.
4. **AUTOMOBILE LIABILITY INSURANCE.** The Engineer shall take out and maintain during the life of

EXHIBIT "B"

the contract such comprehensive Automobile Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for work in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such comprehensive Automobile Liability Insurance shall be as follows:

- A. Bodily Injury and Property Damage Limits are \$500,000 per occurrence Combined Single Limit
- 5. **PROFESSIONAL LIABILITY INSURANCE.** This insurance shall be in force for the duration of the contract by the Engineer. The policy shall provide a liability limit of not less than \$1,000,000.00 and shall insure against damages and liabilities for injury or death of persons, or damage to property, to the extent caused by engineer's negligent acts or omissions in connection with operations performed under the terms of this agreement.
- 6. **EXCESS LIABILITY POLICY.** This insurance shall protect the Engineer against all claims in excess of the limits provided under the Commercial Automobile Liability and the Commercial General Liability. The liability limits of the Excess Liability Policy shall not be less than \$1,000,000.
- 7. **PROOF OF CARRIAGE OF INSURANCE.** The Engineer shall furnish the City satisfactory proof of carriage of the insurance required. All certificates of insurance shall state that 30 days written notice will be given to the City before the policy is canceled or changed. The Engineer and all subconsultants shall include the City and the City's officers, agents and employees as "additional insured parties" on each policy for each project, except for Worker's Compensation Coverage. Each certificate of insurance shall state the type of coverage certified and shall be identified as one of the following:

Insurance Coverage Limits

- A. Worker's Compensation Statutory
- B. Employer's Liability \$100,000 each person
- C. Commercial General Liability
 - Bodily Injury \$500,000 each occurrence
 - Property Damage \$500,000 each occurrence
- D. Commercial Automobile Liability
 - Bodily Injury \$500,000 each occurrence
 - Property Damage \$500,000 each occurrence
- E. Excess Liability Policy \$1,000,000
Required X
- F. City's Protective Liability Insurance \$1,000,000

Two copies of each certificate shall be sent to the CITY.





Regular City Council Meeting

New Business – 9A

Items Removed from Consent

October 25, 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

October 25, 2016

Summary Information

Title:

Public Hearing and First Reading of Ordinance No. 1681, An Ordinance Approving the Ventana Overall Development Plan Major Amendment No. 2, Generally Located Northeast of Old Pueblo Road and RMB Court, and Hereinafter More Specifically Described in Exhibit “A” and Exhibit “B”.

Initiator: Kristy Martinez, Planning Supervisor

Presenter: Kristy Martinez, Planning Supervisor

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

A request to modify the existing Ventana Overall Development Plan to change approximately 35 acres of commercial/industrial to residential and increase the number of dwelling units from 384 to 594.

Previous Action by City Council: N/A

Attachment A: Vicinity Map and Letter of Intent

Attachment B: Letter of Opposition

Attachment C: Overall Development Plan Review Criteria

Attachment D: Ordinance 1681

Background Information

This is a request for approval of a major amendment to the Ventana Overall Development Plan (ODP). This is the second amendment to this ODP which proposes to change a portion of the business park and commercial areas to residential. The plan now proposes approximately 107 acres of residential consisting of single-family residences, small-lot residential and townhomes; an increase of approximately 43 acres. The plan also reduced the amount of business park area from 39.6 acres to 4.74 acres and reduced the commercial/retail land use from 15.5 acres to 5.98 acres. The total number of residential units has increased from 384 to 594 dwelling units.

2014 ODP	Proposed 2016 ODP
384 Single Family Dwelling Units	594 Single Family and Townhomes
39.6 acres Business Park	4.74 acres Flex Industrial
15.5 acres Commercial	5.98 acres Flex Commercial

A landscape buffer 25 feet in width is proposed adjacent to the residential area that immediately abuts the commercial and industrial areas. The 25 foot buffer would be adjacent to a 50 foot roadway width.

A landscape buffer 50 feet in width will buffer the residential land use from the Union Pacific railroad directly east of the development. The Applicant has agreed to provide 100% evergreen trees within the landscape buffer adjacent to the railroad tracks.

The buffers will consist of 1 tree per 20 lineal feet of buffer length with a minimum of 60% of the trees being evergreen in addition to a berm.

It should be noted that the current 2014 ODP proposes a 50 foot buffer adjacent to both the railroad tracks and between the commercial and industrial areas.

Park and Open Space: In 2014, City Council approved a Park Credit for the Ventana Development in the amount of \$597,915 in lieu of paying park fees at the time of building permit. In return, the Developer has agreed to construct a 4,300 square foot recreation center with a pool and patio area. The plan includes a 2,000 square foot “play pool” and a 1,200 square foot lap pool. The Credit was given to the Developer based on the original 384 single family units.

Additionally, the Development falls short of the required open space requirement of 25% and the developer proposes “amenities in-lieu”. The current ODP provides 38.67 acres of open space where 43.40 acres is required by Code. Approximately 19 acres of the open space provided is located within the 100 year floodplain. The Park Credit included the Developer’s responsibility to provide additional amenities in addition to the recreation center. The development will include two multi-purpose fields, playground equipment and trails throughout the development.

Furthermore, the Credit was given to the Developer with the agreement that the recreation center and pools would be open to the public. The proposed Amended Ventana Service plan proposes a \$540 annual resident fee; as far as Staff is aware, the fee for non-residents has not yet been established, but is anticipated to be higher than the fee charged to the residents of the Development.

Access: The primary access to the residential portion of the development is from Old Pueblo Road. A secondary access is proposed from RMB Court to provide access to the residential portion of the development on the southern side of the development. A gated private drive through the recreation center is proposed to serve the proposed townhomes. Access to the industrial and commercial areas will be from RMB Court.

Traffic Impacts: The City has obtained a federal grant to construct a signalized intersection and railroad crossing at Indiana Avenue. This was initially the responsibility of the previous Developer (2005). The additional 210 residential units will be an impact on Old Pueblo Road. There is a traffic impact fee of approximately \$566 that each residential unit is required to contribute to an escrow fund for future improvements to the roadway. The traffic impact fee is collected at the time of building permit.

Staff is concerned with the impacts that an additional 210 residential dwelling units will have on Old Pueblo Road. The City has approximately \$100,000 in escrow for future roadway improvements to Old Pueblo Road which would include a 4 lane roadway with a bicycle lane and shoulder improvements in addition to widening of the bridge to accommodate the widening of the roadway. The amount of money currently in the escrow account will not cover the construction costs associated with the improvements to Old Pueblo Road. Staff has been in contact with the Applicant regarding these concerns and has asked them to provide a solution at this meeting.

Additionally, CDOT has requested an updated traffic impact study to analyze the potential impacts to the Hwy 85/Illinois Avenue intersection should the grant funding the City has received to construct the improvements at Hwy 85 and Indiana Avenue fall-through. The Applicant has not yet provided this information to CDOT.

Drainage: The property is located in both the Fountain Creek and Jimmy Camp Creek drainage basins. A detention pond is located to the west of the residential area and will also be utilized as a park; playground equipment and two multi-purpose fields will be constructed in this area. A second detention pond will be located in the southwest corner of the property near the intersection of Old Pueblo Road and RMB Court.

Note 9-F as shown on the ODP must be revised to clearly state that the Detention Pond Culvert crossing Old Pueblo Road and the drainage pipe/ditch extending westerly to Fountain Creek are to be owned and maintained by the Ventana Metro District. The note as currently written only addresses the fact that the Ventana Metro

District is to own and maintain the Proposed Area "I" Full Spectrum Detention Pond. This revision has been included as a condition of approval.

Floodplain: The western portion of the site is encumbered by the 100-year floodplain associated with Jimmy Camp Creek. The Applicant must work with the Floodplain Administrator as several proposed lots are currently located within the 100 year floodplain. No Final Plat that includes areas to be modified by a Letter of Map Revision based on Fill (LOMR-F) shall be recorded until the LOMR-F has been approved by FEMA and proof of such approval has been provided to the Floodplain Administrator and the City Planning Department. This has been added as a condition of approval.

Services: City of Fountain will provide water, electric, fire and police services to the property. Fountain Sanitation District will provide sanitary sewer service and Black Hills Energy will provide natural gas.

Surrounding Land Uses and Zoning:

North	Park Land/Open Space	Residential Agricultural (RA) District
South	Industrial Properties	Planned Industrial (PI) District
East	Railroad and Single-Family Residential	Planned Unit Development (PUD) District
West	Open Space	Park and Open Space (POS) District
	Single-Family Residential	Residential Agricultural (RA) District

Public Notification: At least fifteen (15) days prior to the City Council public hearing, the property was posted, property owners of record within four hundred feet (400') were notified and a public notice was published in the El Paso County Advertiser & News. Staff is aware that there has been neighborhood opposition. The Owner of RMB Products has voiced concerns regarding the reduction in the amount of commercial/industrial areas adjacent to the existing industrial and is concerned with the impacts of having single family residential adjacent to the existing industrial use. The letter of opposition is attached.

A significant number of Planning Commission notifications (54) were returned to the City as "undeliverable".

The Applicant inadvertently used their return address for this City Council meeting notification. The Applicant did provide Staff with 15 public notices that were returned to them as "undeliverable".

Staff Findings: Staff finds that the Major Amendment to the Ventana Overall Development Plan is generally consistent with the review criteria set forth in Section 17.532 E of the Zoning Ordinance with a few exceptions which are outlined in Attachment B.

Comprehensive Development Plan: The Land Use Plan within the Fountain Comprehensive Development Plan recommends Single Family Residential, Park and Open Space, Village Commercial and Business Park/Planned Industrial for this property.

The portion of the Development where it is proposed to change the land use from commercial/industrial to residential is not in compliance with the Future Land Use Plan.

Recommendations

Planning Commission Recommendation: On September 7, 2016, the City Planning Commission voted 5 to 0 to deny the request for an amendment to the Ventana Overall Development Plan Amendment No. 2, finding that the plan was not consistent with the Comprehensive Development Plan – Future Land Use Plan.

The Planning Commission initially heard the request at the August 3, 2016 meeting. At that meeting, the Commission tabled the request to allow the Applicant additional time to make revisions to the Plan. The changes included the requested Staff and agency revisions, the Commission asked for a larger berm or barrier for noise mitigation adjacent to the residential lots that back to the railroad track, and to provide a larger buffer

area between the commercial/industrial area and the single-family residential.

At the September 2016 meeting, the Applicant did not make any revisions to plan, including staff and agency comments; however, it was agreed at the meeting to provide 100% evergreen trees within the landscape buffer adjacent to the railroad tracks. The Commission voted to deny the request finding that it was inconsistent with the Comprehensive Development Plan and stated that the Applicant was not willing to make any revisions to the plan as requested.

Staff Recommendation: Staff recommends approval of Ordinance 1681 on first reading and the Ventana Overall Development Plan Amendment No. 2 subject to the following conditions, which have been incorporated into the ordinance.

1. Prior to second reading of the Ordinance, the revisions to the notes regarding ownership and maintenance of the detention ponds have been corrected and an updated traffic study is to be provided to CDOT for review.
2. Ownership and maintenance of the detention pond levee including the trail, spillway, outlet structure and pipes and ditches to Jimmy Camp Creek shall be with the Ventana Metropolitan District.
3. No Final Plat that includes areas to be modified by a Letter of Map Revision based on Fill (LOMR-F) shall be recorded until the LOMR-F has been approved by FEMA and proof of such approval has been provided to the Floodplain Administrator and the City Planning Department.
4. All off-site transportation roadway impact fees must be paid at issuance of building permits.

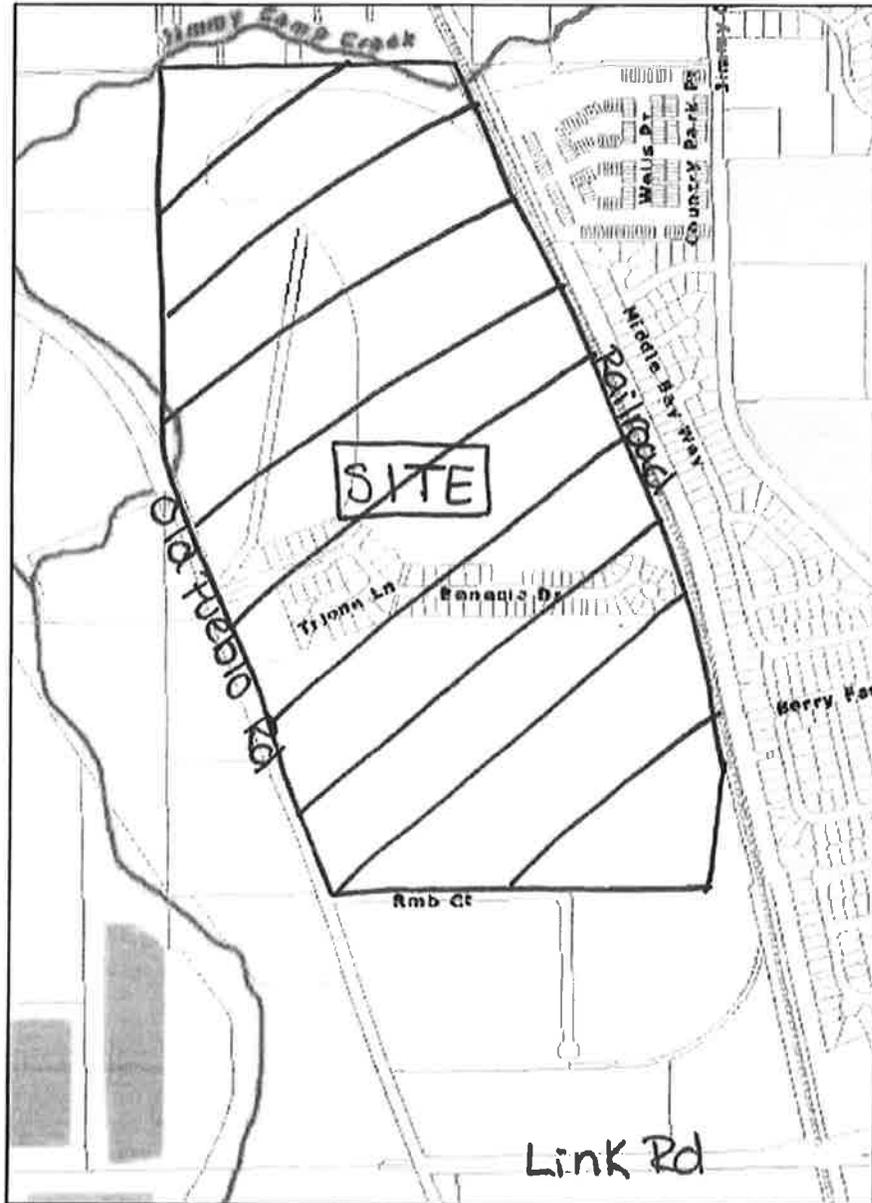
Proposed Motion

"I recommend approval of Ordinance No. 1681 on first reading subject to conditions."

ST
CM Review

ATTACHMENT A

VICINITY MAP



CHALLENGER HOMES

13570 Northgate Estates Drive, Suite 100, Colorado Springs, CO 80921

City of Fountain
Planning Department
116 S. Main Street
Fountain, CO 80817

Attn: Kristy Martinez

Dear Kristy,

Rivers Ventana, LLC are respectfully submitting the following application for an Overall Development Plan Amendment to the previously approved Overall Development Plan dated October 2015. This amendment includes the following revisions for your review and consideration.

Location: The site is located at the intersection of RMB Ct and Old Pueblo Rd. approximately includes 178 acres.

Existing Zone: PUD

The primary changes to the previously approved plan are as follows:

1. The overall number of residential lots has changed from the previously approved 384 to currently proposed 594 lots. The additional proposed lots are located, primarily, south of the approved phase 1 area. A reduction of the previously approved Commercial/Retail and Business Park areas are required.
2. Previously approved Commercial/Retail and Business (55.1 acres), are proposed as Flex/Light Industrial (4.75 acres) and Flex Commercial (5.98 acres)
3. Provide an 'Attached Single Family' (duplex) product that was not provided on previously approved ODP.
4. Revision to Lot and roadway layout in 'Area A Residential'. No additional Lots proposed.
5. Revise overall development phasing plan; increase number of phases from 5 to 9.
6. Revisions to PUD Development Standards are identified within the "clouded area" on sheet 1 of 3.

Included in our submission you will find all items identified on the City of Fountain submittal matrix.

We respectfully request you review and approval of this ODP amendment. Should you require additional information do not hesitate to contact me: jim@mychallengerhomes.com or 719-598-5192 Ext 248.

Kind regards.



James Byers, Planner
Challenger Homes, Inc.
Colorado Springs, CO

ATTACHMENT B

Kristy M. Martinez

From: Jack, Craig <cjack@rmbproducts.com>
Sent: Tuesday, July 19, 2016 12:19 PM
To: Kristy M. Martinez; Janette Doss
Cc: Siryk, Roman; ragardiner@msn.com
Subject: Rezoning of Property next to RMB Court - Opposition

Kristy and Janette,

I came by for the public hearing that was scheduled for July 6 regarding the rezoning of the property next to RMB Court by Rivers Ventana, LLC. This is where I got your names. The meeting was cancelled due to not having a quorum, and postponed until the first week of August. Unfortunately, I will be out of town that week and am writing you with my concerns about this rezoning. Please enter this into the record for the planning commission.

RMB Products is a manufacturing company, and are currently investing in new leasehold improvements as well as new equipment, and I am very concerned with having residential neighbors that come as close to our property as the proposal outlines. I also believe that the remaining property will have little appeal to a commercial developer.

I would much prefer that the zoning remain as is, and that the town of Fountain actively works to develop light industrial or retail properties. Restaurants and a grocer would be welcome, probably by the neighbors and certainly by us – when we have visitors we have to drive to the Mesa to go out to eat.

The biggest concern that I have is that we make the investment in our facility, and eventually the residential nature of the development comes into conflict with us – noise, smell, traffic, etc. We have been in this location for over 25 years, and it would be extremely expensive for us to move as we are subject to regulations imposed by our customers (aerospace and pharmaceutical). In addition, I am concerned about potential vandalism with a residential neighborhood so close, and the possibility of having to invest in additional security systems.

I appreciate your consideration of my point of view, and would welcome if anybody from the planning commission would want to reach out to discuss this further with me.

Thanks,

CJ

Craig M. Jack
President & CEO



RMB Products, Inc. | 1201 RMB Ct. Fountain, CO 80817 | ph: 719-382-9300 x1012
www.rmbproducts.com

[Spam](#)

[Not spam](#)

[Forget previous vote](#)

ATTACHMENT C

OVERALL DEVELOPMENT PLAN REVIEW CRITERIA

Overall development plans shall be reviewed to ensure that the general public health safety and welfare are safeguarded and for substantial conformance to the following applicable review criteria:

1. The overall development plan is consistent with the Fountain Comprehensive Development Plan and other adopted plans.

The Land Use Plan within the Fountain Comprehensive Development Plan recommends Single Family Residential, Park and Open Space, Village Commercial and Business Park/Planned Industrial for this property.

The portion of the Development where it is proposed to change the land use from commercial/industrial to residential is not in compliance with the Future Land Use Plan.

2. The overall development plan achieves the stated objectives of the Planned Unit Development District, by allowing for the mixture of uses and greater diversity of building types, promoting environmental protection, limiting sprawl, improving design quality and a higher-quality living environment, encouraging innovation of design and a variety of housing types, and managing the increase in demand for public amenities.

The Plan proposes single-family detached and attached housing. It is anticipated that the proposed plan will have traffic impacts to adjacent roadways that the Developer hasn't addressed how these impacts will be mitigated.

3. The overall development plan design achieves the stated development concept.
4. The proposed land uses are compatible with other land uses in the development and with surrounding land uses in the area.
There is single family residential and industrial in the surrounding area. The plan does propose a significant reduction in the amount of commercial and industrial land use.

5. The type, density, and location of proposed land uses are appropriate based on the findings of any required report or analysis.
The increase in residential density will impact adjacent roadways. The Developer hasn't fully demonstrated how the additional traffic on Old Pueblo Road will be mitigated.

6. The street design and circulation system are adequate to support the anticipated traffic and the proposed land uses do not generate traffic volumes, which exceed the capacity of existing transportation systems, or that adequate measures have been developed to effectively mitigate such impacts.
The increase in residential density will impact adjacent roadways. The Developer hasn't fully demonstrated how the additional traffic on Old Pueblo Road will be mitigated.

7. The overall development plan adequately mitigates off-site impacts to public utilities and facilities.
8. The fiscal impacts have been satisfactorily addressed and the city will be able to provide adequate levels of service for police and fire protection, street maintenance, snow removal and other public services, or that adequate measures have been developed to effectively mitigate such impacts.
The City can provide adequate levels of service for police and fire protection.
9. Higher levels of amenities, including open spaces, parks, recreational areas, trails and school sites will be provided to serve the projected population.
10. The overall development plan preserves significant natural features and incorporates these features into parks and open space areas.

The Plan preserves the 100 year floodplain and has incorporated a playground and multi-purpose fields in this area.
11. There are special physical conditions or objectives of development that the proposal will satisfy to warrant a departure from the standard regulation requirements.
12. The adjacent and nearby developments will not be detrimentally affected by the proposed PUD and approval period.
13. The applicant adequately demonstrates that the proposal is feasible.

ATTACHMENT D

ORDINANCE NO. 1681

AN ORDINANCE APPROVING THE VENTANA OVERALL DEVELOPMENT PLAN MAJOR AMENDMENT NO. 2, GENERALLY LOCATED NORTHEAST OF OLD PUEBLO ROAD AND RMB COURT, AND HEREINAFTER MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A" AND EXHIBIT "B"

WHEREAS, Nextop Holdings, LLC, has made application for approval of a major amendment to the Ventana Overall Development Plan No. 2, on property described in Exhibit A and Exhibit B; and

WHEREAS, the Overall Development Plan and supplemental documents are on file with the City Clerk's office; and

WHEREAS, at a regular meeting on September 7, 2016, the City Planning Commission reviewed and voted 5 to 0 to recommend denial of the major amendment to the Ventana Overall Development Plan Amendment No. 2 finding the plan inconsistent with the Comprehensive Development Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fountain, Colorado:

Section 1. The Ventana Overall Development Plan Amendment No. 2 is hereby approved, subject to the following conditions:

1. Prior to second reading of the Ordinance, the revisions to the notes regarding ownership and maintenance of the detention ponds have been corrected and an updated traffic study is to be provided to CDOT for review.
2. Ownership and maintenance of the detention pond levee including the trail, spillway, outlet structure and pipes and ditches to Jimmy Camp Creek shall be with the Ventana Metropolitan District.
3. No Final Plat that includes areas to be modified by a Letter of Map Revision based on Fill (LOMR-F) shall be recorded until the LOMR-F has been approved by FEMA and proof of such approval has been provided to the Floodplain Administrator and the City Planning Department.
4. All off-site transportation roadway impact fees must be paid at issuance of building permits.

Section 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by the City Charter.

Introduced, read by title and passed this _____ day of _____, 2016, by the City Council, City of Fountain, Colorado, signed by the Mayor, and ordered published by title with a summary written by the City Clerk together with a statement that the ordinance is available for public inspection and acquisition in the office of the City Clerk in the El Paso County Advertiser and News, a newspaper of general circulation in the City of Fountain.

Gabriel P. Ortega, Mayor

ATTEST:

Silvia Huffman, City Clerk

Introduced, read by title, and passed on second and final reading on the _____ day of _____, 2016, and ordered published by title in the El Paso County Advertiser and News, a newspaper of general circulation in the City of Fountain, Colorado, in accordance with the City Charter.

Gabriel P. Ortega, Mayor

ATTEST:

Silvia Huffman, City Clerk



Drexel, Barrell & Co.

LEGAL DESCRIPTION – Ventana Subdivision Overall Development Plan December 16, 2013

A TRACT OF LAND BEING A PART OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPLE MERIDIAN, CITY OF FOUNTAIN, COUNTY OF EL PASO, STATE OF COLORADO, SAID TRACT FURTHER DESCRIBED AS FOLLOWS:

“BEGINNING” AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 8 AND CONSIDERING THE NORTH LINE OF SAID NORTHEAST QUARTER TO BEAR NORTH 89°08'18" EAST WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO; THENCE NORTH 89°08'18" EAST, ALONG SAID NORTH LINE A DISTANCE OF 72.14 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING SIX (6) COURSES:

- 1) SOUTH 23°52'31" EAST, A DISTANCE OF 2132.25 FEET;
- 2) SOUTH 22°22'47" EAST, A DISTANCE OF 357.94 FEET TO A NON-TANGENT POINT OF CURVE, FROM WHICH, THE RADIAL LINE BEARS SOUTH 70°37'27" WEST;
- 3) SOUTHEASTERLY 102.50 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 02°35'26", A RADIUS OF 2267.01 FEET AND A CHORD WHICH BEARS SOUTH 18°04'50" EAST, A DISTANCE OF 102.49 FEET TO A NON-TANGENT POINT;
- 4) SOUTH 13°46'53" EAST, A DISTANCE OF 357.94 FEET;
- 5) SOUTH 12°17'08" EAST, A DISTANCE OF 628.05 FEET TO THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN BOOK 3476 AT PAGE 963 IN THE RECORDS OF THE OFFICE OF THE EL PASO COUNTY CLERK AND RECORDER;
- 6) THENCE SOUTH 07°08'59" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 596.78 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8;

THENCE SOUTH 89°11'21" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1209.10 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE SOUTH 89°11'15" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 585.24 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF OLD PUEBLO ROAD; THENCE NORTH 18°08'27" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 235.25 FEET; THENCE NORTH 20°43'26" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1160.74 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTH 89°09'24" WEST, ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER, A DISTANCE OF 265.51 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 00°32'38" WEST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 263.17 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE NORTH 89°08'55" EAST, ALONG THE NORTH LINE OF SAID

EXHIBIT A 2 of 2

EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 1320.88 FEET TO THE "POINT OF BEGINNING".

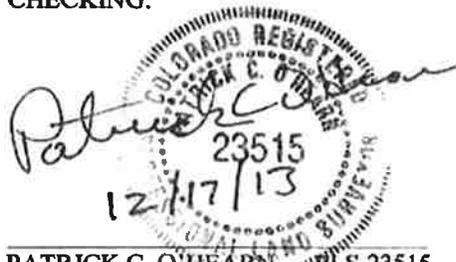
THE ABOVE DESCRIBED TRACT CONTAINS A GROSS AREA OF 179.864 ACRES OR 7,834,871 SQUARE FEET, MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY DESCRIBED IN THAT DEED RECORDED IN BOOK 5804 AT PAGE 1266, SAID EL PASO COUNTY RECORDS, SAID TRACT BEING 100 FEET IN WIDTH AND DESCRIBED AS FOLLOWS: "COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTH 00°32'38" WEST, ALONG THE WEST LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER, A DISTANCE OF 490.98 FEET TO THE "POINT OF BEGINNING"; THENCE NORTH 00°32'38" WEST, CONTINUING ALONG SAID WEST LINE, A DISTANCE OF 289.16 FEET; THENCE SOUTH 20°46'34" EAST, A DISTANCE OF 829.85 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE NORTHWEST QUARTER; THENCE SOUTH 89°09'24" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 106.37 FEET; THENCE NORTH 20°46'34" WEST, A DISTANCE OF 522.26 FEET TO THE "POINT OF BEGINNING".

THE ABOVE DESCRIBED EXCEPTED TRACT CONTAINS 1.552 ACRES OR 67,605 SQUARE FEET, MORE OR LESS.

THE NET AREA OF THE ABOVE DESCRIBED PROPERTY IS 178.312 ACRES OR 7,767,266 SQUARE FEET MORE OR LESS.

I, PATRICK C. O'HEARN, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.



PATRICK C. O'HEARN PLS 23515
FOR AND ON BEHALF OF
DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887

PUD DEVELOPMENT STANDARDS

1. The minimum lot area shall be 10,000 square feet for single-family detached dwellings and 20,000 square feet for multi-family dwellings. The minimum lot area shall be 5,000 square feet for townhomes and 10,000 square feet for row houses.

2. The minimum front setback shall be 10 feet for single-family detached dwellings and 15 feet for multi-family dwellings. The minimum side setback shall be 5 feet for single-family detached dwellings and 10 feet for multi-family dwellings. The minimum rear setback shall be 10 feet for single-family detached dwellings and 15 feet for multi-family dwellings.

3. The maximum height shall be 35 feet for single-family detached dwellings and 45 feet for multi-family dwellings. The maximum height shall be 25 feet for townhomes and 35 feet for row houses.

4. The maximum floor area ratio shall be 0.35 for single-family detached dwellings and 0.45 for multi-family dwellings. The maximum floor area ratio shall be 0.25 for townhomes and 0.35 for row houses.

5. The maximum number of units per acre shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per acre shall be 15 for townhomes and 20 for row houses.

6. The maximum density shall be 12 units per acre for single-family detached dwellings and 24 units per acre for multi-family dwellings. The maximum density shall be 15 units per acre for townhomes and 20 units per acre for row houses.

7. The maximum parking spaces per unit shall be 1.5 for single-family detached dwellings and 2.0 for multi-family dwellings. The maximum parking spaces per unit shall be 1.5 for townhomes and 2.0 for row houses.

8. The maximum number of stories shall be 3 for single-family detached dwellings and 4 for multi-family dwellings. The maximum number of stories shall be 3 for townhomes and 4 for row houses.

9. The maximum number of units per lot shall be 2 for single-family detached dwellings and 4 for multi-family dwellings. The maximum number of units per lot shall be 2 for townhomes and 4 for row houses.

10. The maximum number of units per block shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per block shall be 15 for townhomes and 20 for row houses.

11. The maximum number of units per street frontage shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per street frontage shall be 15 for townhomes and 20 for row houses.

12. The maximum number of units per acre shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per acre shall be 15 for townhomes and 20 for row houses.

13. The maximum density shall be 12 units per acre for single-family detached dwellings and 24 units per acre for multi-family dwellings. The maximum density shall be 15 units per acre for townhomes and 20 units per acre for row houses.

14. The maximum parking spaces per unit shall be 1.5 for single-family detached dwellings and 2.0 for multi-family dwellings. The maximum parking spaces per unit shall be 1.5 for townhomes and 2.0 for row houses.

15. The maximum number of stories shall be 3 for single-family detached dwellings and 4 for multi-family dwellings. The maximum number of stories shall be 3 for townhomes and 4 for row houses.

16. The maximum number of units per lot shall be 2 for single-family detached dwellings and 4 for multi-family dwellings. The maximum number of units per lot shall be 2 for townhomes and 4 for row houses.

17. The maximum number of units per block shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per block shall be 15 for townhomes and 20 for row houses.

18. The maximum number of units per street frontage shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per street frontage shall be 15 for townhomes and 20 for row houses.

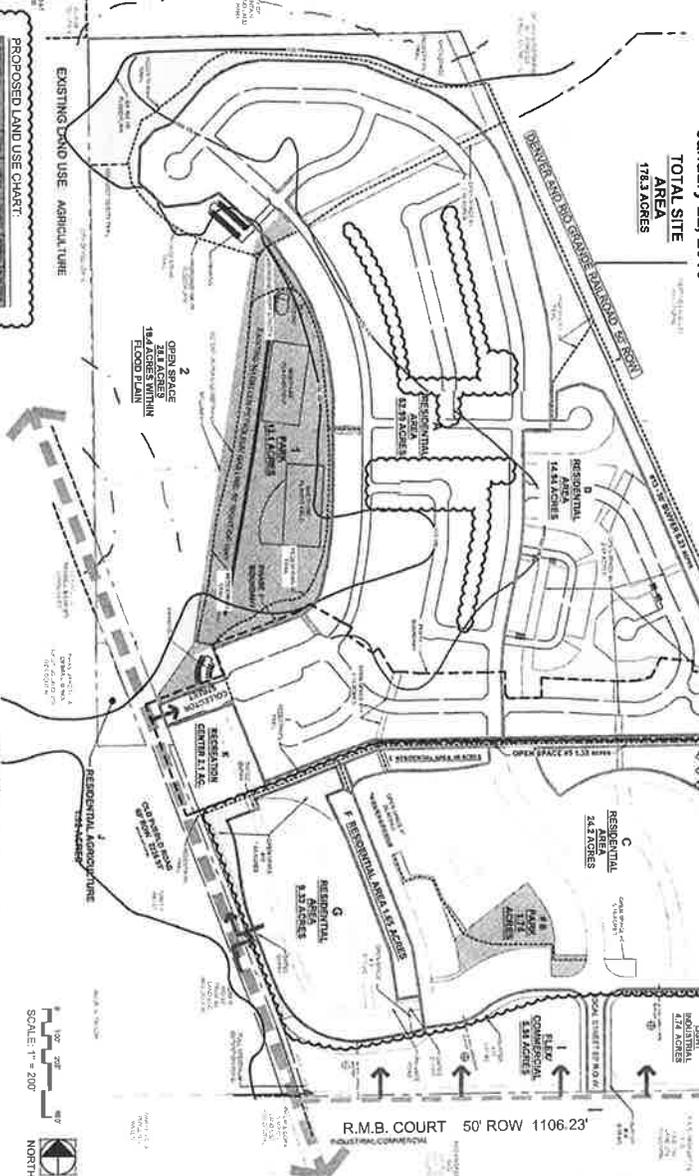
19. The maximum number of units per acre shall be 12 for single-family detached dwellings and 24 for multi-family dwellings. The maximum number of units per acre shall be 15 for townhomes and 20 for row houses.

20. The maximum density shall be 12 units per acre for single-family detached dwellings and 24 units per acre for multi-family dwellings. The maximum density shall be 15 units per acre for townhomes and 20 units per acre for row houses.

LEGAL DESCRIPTION:

LEGAL DESCRIPTION: [Faded text describing the property boundaries and easements.]

VENTANA
OVERALL DEVELOPMENT PLAN
MAJOR AMENDMENT NO. 2
January 22, 2016
TOTAL SITE AREA 176.3 ACRES



PROPOSED LAND USE CHART:

Area	Area (Acres)	Use	Units	Density (Units/Acre)
A	14.4	Residential	144	10.0
B	14.4	Residential	144	10.0
C	24.2	Residential	242	10.0
D	17.7	Residential	177	10.0
E	14.4	Residential	144	10.0
F	14.4	Residential	144	10.0
Open Space #1	1.3	Open Space	0	0.0
Open Space #2	1.3	Open Space	0	0.0
Total	176.3		1,000	5.7

REQUIRED AND PROVIDED OPEN SPACE CALCULATIONS:

Category	Required (Acres)	Provided (Acres)
Open Space	2.6	2.6
Other	0.0	0.0
Total	2.6	2.6



REVISIONS:

NO.	DATE	DESCRIPTION
1	01-22-16	MAJOR AMENDMENT NO. 2
2	01-21-16	MAJOR AMENDMENT NO. 2
3	01-20-16	MAJOR AMENDMENT NO. 2
4	01-20-16	MAJOR AMENDMENT NO. 2
5	01-20-16	MAJOR AMENDMENT NO. 2

APP-1

SHEET NAME: MAJOR AMENDMENT NO. 2
PROJECT NAME: VENTANA OVERALL DEVELOPMENT PLAN
 1138 OLD PUEBLO ROAD
 FOUNTAIN, COLORADO

CHALLENGER HOMES
 13570 NORTHGATE ESTATES DRIVE
 COLORADO SPRING, CO 80921

DEVELOPER & OWNER:
 13350 NORTHGATE ESTATES DR
 COLORADO SPRINGS, CO 80921
 (719) 598-4190

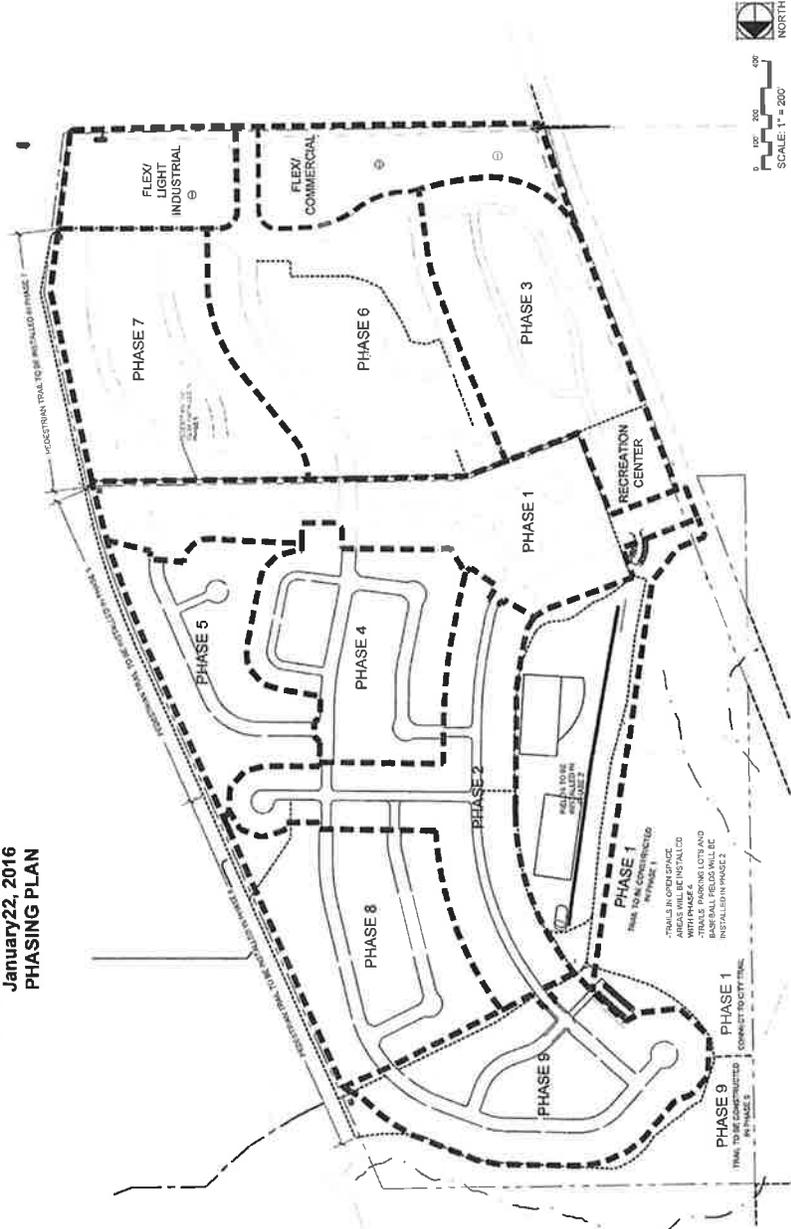
LEGAL DESCRIPTION:

SECTION 10, T1N, R67E, S10W, COLORADO SPRINGS, CO
 PLAT 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

PHASE	# LOTS
PHASE 1	69
PHASE 2	70
PHASE 3	104
PHASE 4	60
PHASE 5	46
PHASE 6	65
PHASE 7	73
PHASE 8	52
PHASE 9	55
TOTAL	594

Phase 1 - Contains 69 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 2 - Contains 70 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 3 - Contains 104 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 4 - Contains 60 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 5 - Contains 46 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 6 - Contains 65 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 7 - Contains 73 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 8 - Contains 52 lots, including proposed trails, landscaping and open space within the final plat boundary.
 Phase 9 - Contains 55 lots, including proposed trails, landscaping and open space within the final plat boundary and approved Open Space/Trail areas.

VENTANA
 OVERALL DEVELOPMENT PLAN
 MAJOR AMENDMENT NO.2
 January 22, 2016
 PHASING PLAN



CHALLENGER HOMES
 13350 NORTHGATE ESTATES DR
 COLORADO SPRINGS, CO 80921

THE INFORMATION ON THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION. CHALLENGER HOMES IS NOT PROVIDING ANY INVESTMENT ADVICE. CHALLENGER HOMES IS NOT A FINANCIAL INSTITUTION. CHALLENGER HOMES IS NOT A FINANCIAL ADVISOR. CHALLENGER HOMES IS NOT A FINANCIAL PLANNING FIRM. CHALLENGER HOMES IS NOT A FINANCIAL CONSULTANT. CHALLENGER HOMES IS NOT A FINANCIAL ANALYST. CHALLENGER HOMES IS NOT A FINANCIAL RESEARCHER. CHALLENGER HOMES IS NOT A FINANCIAL STRATEGIST. CHALLENGER HOMES IS NOT A FINANCIAL EDUCATOR. CHALLENGER HOMES IS NOT A FINANCIAL COACH. CHALLENGER HOMES IS NOT A FINANCIAL MENTOR. CHALLENGER HOMES IS NOT A FINANCIAL PARTNER. CHALLENGER HOMES IS NOT A FINANCIAL ADVISOR. CHALLENGER HOMES IS NOT A FINANCIAL PLANNING FIRM. CHALLENGER HOMES IS NOT A FINANCIAL CONSULTANT. CHALLENGER HOMES IS NOT A FINANCIAL ANALYST. CHALLENGER HOMES IS NOT A FINANCIAL RESEARCHER. CHALLENGER HOMES IS NOT A FINANCIAL STRATEGIST. CHALLENGER HOMES IS NOT A FINANCIAL EDUCATOR. CHALLENGER HOMES IS NOT A FINANCIAL COACH. CHALLENGER HOMES IS NOT A FINANCIAL MENTOR. CHALLENGER HOMES IS NOT A FINANCIAL PARTNER. CHALLENGER HOMES IS NOT A FINANCIAL ADVISOR.

SHEET NAME: MAJOR AMENDMENT NO. 2
 PROJECT NAME: VENTANA OVERALL DEVELOPMENT PLAN PHASING PLAN
 PROJECT LOCATION: FOUNTAIN, COLORADO
 SHEET NUMBER: ODP-3
 1 OF 3 SHEETS
 DATE: 01/22/16
 DRAWN BY: JMM
 CHECKED BY: JMM
 APPROVED BY: JMM



Regular City Council Meeting

New Business –9C

Budget Discussion 2017-2018

October 25, 2015

Summary Information

Title:

Discussion Regarding the 2017-2018 Budget

Initiator : Donald Yucuis, Finance Director

Presenter: Donald Yucuis, Finance Director

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

City Council requested that a discussion item be placed on the 10-25-2016 City Council Agenda regarding the FY 2017-2018 Budget.

Attachment: Memorandum highlighting recommended staff changes to the 2017-2018 Budget and talking points for the City Council.

Background Information

A biennial budget document was prepared for the 2017-2018 budget years. State Statute and the City Charter require that an annual budget be adopted; therefore the budget contains separate budgets for 2017 and 2018. The ordinance being considered is for the 2017 Budget. The 2018 budget within the Biennial Budget is a guide for 2018 but the City Council will need to formally review and changes and approve the 2018 Budget in the latter part of 2017.

The City Council received the Biennial Budget book on September 20, 2016 and held two budget work sessions on September 29, 2016 and October 18, 2016. Included on the October 25, 2016 City Council Agenda is another budget review to propose any specific changes to the budget.

Recommendation

Recommend staff and City Council changes to the FY 2017-2018 Biennial Budget.

Proposed Motion

Any changes will be included as an amendment to the Budget Ordinance in 9E on the agenda.


CM Review



Memorandum

Date: October 21, 2016

To: Mayor and City Council
From: Donald Yucuis, Finance Director
 Scott Trainor, City Manager

Re: REVISED General Fund-Line item reductions and cost considerations

As you are aware, the FY 2017-2018 budget is fairly austere and includes priorities that the Council had directed, such as firefighters and a wage increase for personnel. While we are able to fund those priorities, it will reduce the City's fund balance. Based on brief Council discussions during the first budget work session, modifying parts of the budget to minimize the reduction to Fund Balance (Police vehicle purchases and wage increases were mentioned specifically), we have dug into the numbers for specific reductions and also developed the following list of major expenditures for Council review and consideration.

We have identified expenditure reductions totaling \$208,400 in FY 2017 and \$224,800 in FY 2018 and are itemized below in the chart and show the resulting change in the General Fund deficit:

	FY 2017	FY 2018
Line item expense reductions	\$ 160,000	\$ 160,000
Corrected Lease Payments	\$ 35,000	\$ 38,000
Revised MDT Purchases for Police and Fire \$200,000 down to \$70,500; Bond Proceeds and Capital will be reduced by \$124,500; the Lease Payment is reduced	\$ 13,400	\$ 26,800
Total Staff Identified Reductions	<u>\$ 208,400</u>	<u>\$ 224,800</u>
General Fund Deficit Prior to these Corrections	<u>\$ (463,170)</u>	<u>\$ (451,975)</u>
Revised deficit including these changes but prior to any other corrections	\$ (254,770)	\$ (227,175)

1. FY 2017 and FY 2018 proposed Capital and IT (REVISED) purchases to be financed:

	Proposed Purchases		Term	Lease Costs-----	
	2017	2018		2017	2018
Vehicles	440,000		5 yrs	\$ 47,436	\$ 94,872
Equipment	473,700	301,350	8 yrs	\$ 50,007	\$ 109,089
IT	340,500	358,500	5 yrs	\$ 37,240	\$ 114,808
	1,254,200	659,850		\$ 134,683	\$ 318,768
Pumper	500,000	-	12 yrs	\$ 37,251	\$ 49,668
	1,754,200	659,850		\$ 171,934	\$ 368,436
Lorraine Center			12 yrs	\$ 99,400	\$ 99,400
				\$ 271,334	\$ 467,836

Below are expense considerations for the 2017-2018 Proposed Budget

2. Cost of 2% raise- \$177,000
3. Cost of 2% raise with no Public Safety (sworn officers) portion- \$109,300
4. Cost of 3 new firefighters-\$259,110
5. Cost of Battalion Chief-\$86,370
6. 2018- Planning- Update Zoning Code \$80,000

Any changes at the City Council meeting will require an amendment to the ordinance prior to approval of first reading.



Regular City Council Meeting

New Business –9D

2017 Appropriation Ordinance

October 25, 2015

Summary Information

Title:

Public Hearing and First Reading of Ordinance No. 1682, An Ordinance Setting Appropriations for the Offices and Departments of the City of Fountain, Colorado for the Fiscal year 2017

Initiator : Donald Yucuis, Finance Director

Presenter: Donald Yucuis, Finance Director

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

A public hearing is required prior to adoption of the annual budget. Notice of Public Hearing was published in a newspaper of general circulation in accordance with City Charter.

Attached to the Ordinance is Exhibit A that summarizes the revenues and expenses by Fund as shown in the FY 2017-2018 Biennial Budget book distributed on September 20, 2016.

Attachment: Ordinance No. 1682

Background Information

A biennial budget document was prepared for the 2017-2018 budget years. State Statute and the City Charter require that an annual budget be adopted; therefore the budget contains separate budgets for 2017 and 2018. The ordinance being considered is for the 2017 Budget. The 2018 budget within the Biennial Budget is a guide for 2018 but the City Council will need to formally review and changes and approve the 2018 Budget in the latter part of 2017.

The City Council received the Biennial Budget book on September 20, 2016 and held two budget work sessions on September 29, 2016 and October 18, 2016. Included on the October 25, 2016 City Council Agenda is another budget review to propose any specific changes to the budget.

Notice of the Public Hearing was published in accordance with the City Charter.

A brief presentation will be made during the Public Hearing.

Recommendation

Approve Ordinance No. 1682 on first reading.

Proposed Motion

“I move to approve Ordinance No. 1682 on first reading.”


CM Review

ORDINANCE NO. 1682

**AN ORDINANCE SETTING APPROPRIATIONS FOR THE CITY OF FOUNTAIN,
COLORADO FOR THE FISCAL YEAR 2016**

WHEREAS, the City Council of the City of Fountain, Colorado held public budget work sessions on September 29, 2016 and October 18, 2016 to review the Fiscal Year 2017 and 2018 Biennial Budget and;

WHEREAS, the City Council of the City of Fountain, Colorado held another budget discussion and public hearing on October 25, 2016 concerning the proposed 2017 budget and;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Fountain, Colorado:

Section 1. The City of Fountain, Colorado appropriates for fiscal year 2017 the sums of money specified in Appendix A out of all taxes, fees, charges, and other revenues received by the City and out of the surplus, if any, remaining at the end of the fiscal year 2016 to meet the expenses, debt retirement, and capital expenditures necessary and appropriate for the performance of the duties and the exercise of the powers of the City during the fiscal year 2017.

Section 2. A mil levy of 10.239 on all taxable property in the City of Fountain, Colorado, for the fiscal year 2016 for collection in 2017 is affirmed and approved.

Section 3. In addition to the mil levy specified in Section 2, a mill levy of 4.94 on all taxable property within the Heritage Special Improvement Maintenance District for the fiscal year 2016 for collection in 2017 is affirmed and approved.

Section 4. This ordinance shall be in full force and effect from and after its passage and publication as provided by the City Charter.

Introduced, read by title, and passed on first reading, this 25th day of October, 2016, by City Council and ordered to be published by title in the El Paso County Advertiser and News with a summary written by the City Clerk, and with a statement that the ordinance is available for public inspection and acquisition in the office of the City Clerk, 116 South Main Street, Fountain, Colorado 80817.

Gabriel P. Ortega, Mayor

ATTEST:

Silvia Huffman, City Clerk

Introduced, read by title, and passed on second and final reading as amended on the _____ day of _____ 2016 signed by the Mayor, and ordered published by title in the El Paso County Advertiser and News a newspaper of general circulation in the City of Fountain, Colorado, in accordance with the City Charter.

CITY OF FOUNTAIN, COLORADO

By: _____

Gabriel P. Ortega, Mayor

[Seal]

Attest:

By: _____
Silvia Huffman, City Clerk

APPENDIX A

The following revenue and expenditures are budgeted and appropriated for the calendar year 2017.

<u>GENERAL FUND</u>	<u>FY 2017</u>
<u>Revenue</u>	
Property Taxes	\$1,924,000
Specific Ownership Tax	\$200,000
Sales Tax	\$9,052,050
Use Tax	\$1,550,000
Franchise Tax	\$2,051,040
Licenses And Permits	\$102,250
Intergovernmental Revenue	\$1,073,700
Charges For Services	\$673,900
Fines And Court Costs	\$391,800
Miscellaneous	\$128,900
Transfer From Other Funds	\$912,000
Capital Lease Proceeds	<u>\$1,880,000</u>
Total Revenues	\$19,939,640
 <u>Expense by Department</u>	
City Council	\$60,940
Court	\$240,290
Economic Development	\$2,137,220
Administration	\$656,260
Information Technology (It)	\$1,529,300
Planning	\$301,570
Public Works	\$304,025
Police	\$7,159,800
Fire	\$3,414,340
Communications	\$571,040
Streets	\$1,740,350
Building Maintenance	\$347,870
Neighborhood Services	\$390,280
Cemetery	\$40,000
Parks	\$913,950
Community Outreach	\$54,600
Recreation	\$232,325
Debt Service	\$838,855
Transfer To Other Funds	\$515,000
GIS	<u>\$6,795</u>
Total Expenses	<u>\$21,454,810</u>
Revenue less Expenses	(\$1,515,170)
 <u>From Reserves</u>	
From GF UTW Committed Funds-\$2.5 million	\$651,000
From GF-UTW Committed Funds-\$200,000	\$81,000
From Parks Reserve	<u>\$320,000</u>
Total from Reserves	<u>\$1,052,000</u>
Revenue less expenses and reserve funding	(\$463,170)

WATER FUND**Revenue and Other Financing Sources**

Operating Revenue	\$9,057,780
Investment Earnings	\$10,000
Development Proceeds	\$1,090,000
Debt Proceeds	\$3,200,000
Total Revenue and Other Financing Sources	<u>\$13,357,780</u>

Expenditures and Transfers

Operating Expenditures (Less Depreciation)	\$6,399,800
Transfers Out	\$397,720
Inter-fund Loan Repayment	\$377,767
Debt Service	\$3,573,177
Capital Outlay	\$4,596,900
Total Expenditures and Transfers	<u>\$15,345,364</u>
Transfer from Fund Balance	(\$1,987,584)

ELECTRIC FUND**Revenues and Other Financing Sources**

Operating Revenue	\$22,980,436
Investment Earnings	\$150,000
Development	\$106,500
Inter-fund Loan Repayment	\$377,767
Transfers In	\$459,000
Debt Proceeds	\$2,000,000
Total Revenue and Other Financing Sources	<u>\$26,073,703</u>

ALL OTHER FUNDS

<u>Fund</u>	Revenue	Expenses	Transfer from (To) Reserves
Ambulance	\$1,025,000	\$1,105,300	(\$80,300)
Drainage	\$31,290	\$200,000	(\$168,710)
Conservation Trust	\$227,700	\$415,200	(\$187,500)
Heritage Maint. Dist.	\$65,900	\$59,000	\$6,900
Volunteer	\$39,400	\$26,920	\$12,480
GID # 1	\$40,000	\$0	\$40,000
GID # 2	\$15,500	\$0	\$15,500
Insurance	\$3,515,100	\$3,516,625	(\$1,525)
Vol. Fire Pension	\$1,500	\$5,155	(\$3,655)
Public Transportation	\$855,600	\$967,438	(\$111,838)
Street Resurfacing	\$440,700	\$476,700	(\$36,000)
Street Capital Imprv.	\$1,433,000	\$4,723,800	(\$3,290,800)
Total All Other Funds	\$7,690,690	\$11,496,138	(\$3,805,448)
Grand Total All Funds	\$68,113,813	\$74,164,027	(\$6,050,214)