City of Fountain
Pure Colorado

# CITY COUNCIL AGENDA
## DECEMBER 20, 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 December 6, 2016 City Council Meeting Minutes
***B.*** Approval of 2017 School Fees in Lieu of Land Dedication.
***C.*** Resolution No. 16-042, A Resolution of The City Council of The City of Fountain, Colorado Authorizing The Purchase Of a Document Management System and Authorizing the City Manager to Execute Any Necessary Contracts or Agreements (Paul Lavell)

**8) Old Business**

***A.*** Second Reading of Ordinance 1680, An Ordinance Amending Ordinance No. 1661 Authorizing The City Of Fountain, Colorado Acting By And Through Its City Of Fountain Electric, Water And Wastewater Utility Enterprise, Water Revenue Bonds, Series 2015, In The Aggregate Principal Amount Of Not To Exceed $4,500,000, To Provide For The Financing Of Additional System Improvements By Such Bonds; Authorizing Officials Of

The City To Take All Action Necessary To Carry Out The Transactions Contemplated Hereby; Authorizing The Approval Of Necessary Documents And Related Matters **(Don Yucuis)(5 Min)**

***B.*** Approval of the Pueblo Dam Hydroelectric Project Purchase Power Agreement **(Curtis Mitchell)(5 Min)**

**9) New Business**

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

***B.*** First Reading of Ordinance 1683, An Ordinance Repealing And Reenacting Ordinance No 1452, Concerning Chapter 8.12 (Nuisances) Within Title 8 (Health And Safety) Of The Fountain Municipal Code **(Kimberly Bailey)(10 min)**

***C.*** First Reading of Ordinance 1684, An Ordinance Repealing And Reenacting Ordinance No 1107, Concerning Chapter 8.14 (Property Maintenance Code For Non-Owner Occupied Housing And Leased Non-Residential Establishments) Within Title 8 (Health And Safety) Of The Fountain Municipal Code **(Kimberly Bailey)(3 min)**

***D.*** Resolution 16-043, A Resolution authorizing a Master Equity Lease Agreement between Enterprise Fleet Management (FM) and City of Fountain **(Don Yucuis)(8 min)**

***E.*** Authorize City to Move Forward with Recreation Feasibility Study **(Scott Trainor)(5 min)**

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

**11) Announcement of Executive Sessions**

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

**12) Adjourn**

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

**NEXT REGULAR COUNCIL MEETING**
**January 10, 2017**

Posting Date:

# Regular City Council Meeting

**Consent – 7A**

***Council Meeting Minutes***

*December 20, 2016*

## *Summary Information*

Title:
Approval of the December 6 , 2016 City Council Meeting Minutes

| | |
|---|---|
| Initiator : City Clerk | ☒ Council Action |
| Presenter: Silvia Huffman, City Clerk | ☐ Council Information |
| Legal Review: ☐ Yes ☐ No | ☐ Report to Council |

Summary Overview and List of Attachments:

The attached minutes were compiled as the result of the December 6, 2016 City Council Meeting Minutes

Attachments: December 6, 2016 City Council Meeting Minutes

## *Background Information*

N/A

## *Recommendation*

Approve the December 6, 2016 City Council Meeting Minutes

## *Proposed Motion*

Motion to approve shall be included under the consent agenda.

ST

CM Review

# CITY COUNCIL MEETING
## December 6, 2016

### 1) Call to Order

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

The following members contacted staff of their absence:
Mayor Ortega
Council Member Coke

### 4) Special Presentations & Declarations:

There were no Presentations or Declarations.

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

There were no appointments.

### 5) City Council Agenda Requests and Announcements

Council Member Thompson thanked the Park Board for the clean-up in the Disk Golf Park.

Council Member Gieck attended a meeting regarding the Recreation Center. Fountain Senior Center and School Districts 3 and 8 also attended. The project is moving forward with discussions on cost sharing for funding. They would also like to get a healthcare provider and the County to partner in the project.

Mayor Pro Tem Thomas stated that he is thankful for the Leadership of our Public Safety. He feels we need to be more vigilant on where we are going in the future. Times are changing and we need to be proactive and not reactive.

## 6) Public to be Heard

Longinos Gonzalez, VFW Representative, shared upcoming family events that will be held at the VFW for Christmas and New Year's.

## 7) Consent Agenda

**A. Approval of the November 15, 2016 City Council Meeting Minutes**

**B. Approve the Contract Change Order to the 2016 Water Department Saddle Tap Replacement Project that was Awarded to Plowman Excavating, Inc., of Fountain, Colorado at the October 11, 2016 Council Meeting in the Change Order Amount not to exceed $9,957.00.**

Council Member Thompson made a motion to approve the consent agenda, seconded by Council Member Gieck. All members voted yes (5-0); 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.

There were no items removed from the consent agenda

### B. Approval of A Memorandum Of Understanding With The Colorado Energy Office For Technical Assistance With Performance Contracting

City Manager Scott Trainor shared that the City has been exploring potential opportunities around the concept of performance contracting for the improvement of City facilities. This would be a 3-step process and starts with entering a contract with Energy Service Company (ESCO). They would audit our systems utilities and give us feedback on where we could be saving energy along with the potential cost savings if the issues were fixed. The goal of the program is to save enough money to pay for any repairs or upgrades. If issues are identified, the City and the ESCO would enter into an agreement whereby the ESCO fixes the issues, funded through the City's cost savings.

Council Member Gieck made a motion to approve, seconded by Council Member Thompson. All members voted yes (5-0); the motion carried.

### C. City Council Update, Pueblo Dam Hydroelectric Project

Utilities Director, Curtis Mitchell gave an update on the Pueblo Dam Hydroelectric Project. He explained the history of the Southern Delivery System and the North Outlet Works. Over a decade ago the hydroelectric power generation facility has been envisioned for installation at the North Outlet Works and is very close to being a reality. The project is being sponsored by the Southeastern Colorado Conservancy District and they are looking for a buyer of the facility. The City has been working with the Arkansas River Power Authority to present a concept of equal partnership. They have been working on the terms for a Purchase Power Agreement and an amendment to the existing whole sale power supply contract that would allow this to be possible. He is looking for consent to move forward for a Purchase Power Agreement and would bring that to Council on 12/20/2016.

Hydro power is at a much lower cost than our current provider and could provide approximately 5% of our overall Electric needs. We would be considering a 30 year contract that would be long term and renewable. The long term affects to the City and our Citizens would be lower rates and long term stability. The projected online date would be May 1, 2018.

All Council Members gave consent to move forward with negotiations of the terms for a purchase power agreement.

**D. First Reading of Ordinance 1680, An Ordinance Amending Ordinance No. 1661 Authorizing The City Of Fountain, Colorado Acting By And Through Its City Of Fountain Electric, Water And Wastewater Utility Enterprise, Water Revenue Bonds, Series 2015, In The Aggregate Principal Amount Of Not To Exceed $4,500,000, To Provide For The Financing Of Additional System Improvements By Such Bonds; Authorizing Officials Of The City To Take All Action Necessary To Carry Out The Transactions Contemplated Hereby; Authorizing The Approval Of Necessary Documents And Related Matters.**

Finance Director, Don Yucuis explained that Ordinance 1661 was approved on October 27, 2015 which approved the issuance of Water Revenue Bonds for the purpose of financing the construction of certain capital projects. The recent PFC issues and the need to treat water at the well has prompted staff to reprioritize the 2016 water projects and include the improvement to the system's well facilities. Approval of Ordinance 1680 would be adding additional purpose for the use the 2015 bond proceeds and would not increase the dollar amount.

Council Member Thompson made a motion to approve Ordinance 1661 on first reading, seconded by Council Member Gieck. All members voted yes (5-0); the motion carried.

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

City Manager Scott Trainor has received a request from the Fountain Valley Senior Center for a $500 donation to their Annual Christmas party event. He stated that we have donated in past years and that Council Member Coke did contact him and was not in support of the donation. Council gave their consent and requested that if we continue to donate in the future, The Senior Center needs to present to Council and give more notice for their request.

City Manager Trainor explained that the City Attorney position is going to be reposted. After the initial review, there weren't any applicants that he would bring forward for Council review.

Lieutenant Tommy Coates reminded Council of the promotions that would be taking place on December 16, 2016 and invited them to attend.

Utility Director, Curtis Mitchell reported that the projected revenue as of the end of November is tracking 3% over for electric, 1% under for water and 5% over for tap fees.

Council Member Gieck shared that he will be attending a meeting in El Paso County with City Manager Trainor to discuss how the Affordable Care Act will be affecting the ambulance service and that our rates could possibly be going up.

## 11) Announcement of Executive Sessions

There was no announcement of any Executive Sessions.

## 12) Adjourn

There being no further business Mayor Pro Tem Thomas declared the meeting adjourned at 6:43 P.M.

Deputy City Clerk

Mayor Pro Tem

# Regular City Council Meeting

**Consent – 7B**

*December 20, 2016*

## Summary Information

Title:
Approval of 2017 School Fees in Lieu of Land Dedication

| | |
|---|---|
| Initiator: Kristy Martinez, Planning Supervisor | ☒ Council Action |
| Presenter: Kristy Martinez, Planning Supervisor | ☐ Council Information |
| Legal Review: ☐ Yes ☒ No | ☐ Report to Council |

Summary Overview and List of Attachments:
The purpose of this consent agenda item is to set school fees for 2017.

Attachment: Letter from Joanne Vergunst, Fountain-Fort Carson School District 8

## Background Information

Section 16.24.110 of the City's Subdivision Regulations authorizes the City Council to adopt fees for cash-in-lieu of land dedication for new development using adopted land dedication rates and an established developed land value for the City. Using these rates and values, School District 8 is recommending the City Council approve a school fee of $1,379 for each new single-family detached dwelling unit for 2017. Using the same average land value and the land dedication rate of 359 square feet per unit set forth in the subdivision regulations, the school fee for single-family attached (townhomes) and multi-family would be $568 for 2017.

Single-family Detached
871 (square feet of dedication per unit) ÷ 43,560 (square feet in an acre) = .0199 x $76,602 (average land value per acre) = $1,532 x .90 (land value adjustment requested by School District No. 8) = **$1,379 per unit**

Single-family Attached and Multi-family
359 (square feet of dedication per unit) ÷ 43,560 (square feet in an acre) = .00824 x $76,602 (average land value per acre) = $631 x .90 (land value adjustment requested by School District No. 8) = **$568 per unit**

## Recommendation

Approve 2017 school fees in the amount of $1,379/unit for new single-family detached and $568/unit for new single-family attached (townhomes) and multi-family.

## Proposed Motion

"I move to approve 2017 school fees in the amount of $1,379/unit for new single-family detached and $568/unit for new single-family attached (townhomes) and multi-family."

S.T.
CM Review

Fountain • Fort Carson
SCHOOL DISTRICT EIGHT

December 1, 2016

Kristy Martinez
City of Fountain
116 S Main Street
Fountain, CO 80817

Dear Kristy,

At the November 2016 Board of Education meeting for El Paso County School District Eight, the 2017 school fees in lieu of land were approved for $1,379 per unit.

In accordance with City of Fountain ordinance 16.24.060, the following assumptions were used to determine the District's recommended fee:

- The City of Colorado Springs school land fee is $1,532 (unchanged since 2007).
- The City of Colorado Springs fee is based on 871 square feet of land dedicated per unit (see attached).
- Information provided by the County Assessor's office in November 2016 indicates that the median market value per square foot of single family residential land in Fountain is 100% of the value of residential property in the City of Colorado Springs.
- Historically, Fountain-Fort Carson School District 8 has set its school land fees at 90% of the City of Colorado Springs fee.

While the District is aware that we could set our fee as high as 95% of the City of Colorado Springs fee, we have chosen to be consistent with our historical practice of using 90%.

If you have any questions, please call me at 382.1300.

Sincerely,

Joanne Vergunst

Joanne Vergunst
Asst. Superintendent of Business
El Paso County School District Eight

JV/bs

cc: Scott Trainer, City Manager
City of Fountain

*"Preparing Today's Youth for Tomorrow's Responsibilities"*

10665 Jimmy Camp Road, Fountain, Colorado 80817 • 719-382-1300 • fax 719-382-7338 • www.ffc8.org

## PARK AND SCHOOL FEES FOR RESIDENTIAL DEVELOPMENT

ORDINANCE NO. 4768 AS AMENDED - DEDICATION OF LAND OR FEES OR COMBINATION OF BOTH PARKS AND SCHOOLS FOR RESIDENTIAL
CITY COUNCIL APPROVAL JANUARY 2007
EFFECTIVE JANUARY 24, 2007, RESOLUTION NO. 13-07

## PARK

1. ***DENSITY/UNIT - 8 UNITS PER ACRE OR LESS***

| LAND DEDICATION PER UNIT | FEES PER UNIT |
|---|---|
| .02325 ACRE (1,013 SQ. FT.) | **$1,781.00** |

A. LAND DEDICATION FORMULA FOR PARKS - NUMBER OF UNITS X.02325 ACRE =
B. FEES FORMULA FOR PARKS - NUMBER UNITS X FEES =

2. ***DENSITY/UNIT - GREATER THAN 8 UNITS PER ACRE***

| LAND DEDICATION PER UNIT | FEES PER UNIT |
|---|---|
| .01650 ACRE (719 SQ. FT.) | **$1,264.00** |

A. LAND DEDICATION FORMULA FOR PARKS - NUMBER OF UNITS X .01650 ACRE =
B. FEES FORMULA FOR PARKS - NUMBER OF UNITS X FEES =

## SCHOOL

3. ***DENSITY/UNIT - 8 UNITS PER ACRE OR LESS***

| LAND DEDICATION PER UNIT | FEES PER UNIT |
|---|---|
| .02 ACRE (871 SQ. FT.) | **$1,532.00** |

A. LAND DEDICATION FORMULA FOR SCHOOLS - NUMBER OF UNITS X .02 ACRE =
B. FEES FORMULA FOR SCHOOLS - NUMBER OF UNITS X FEES =

4. ***DENSITY/UNIT - GREATER THAN 8 UNITS PER ACRE***

| LAND DEDICATION PER UNIT | FEES PER UNIT |
|---|---|
| .0048 ACRE (209 SQ. FT.) | **$368.00** |

A. LAND DEDICATION FORMULA FOR SCHOOLS - NUMBER OF UNITS X .0048 ACRES =
B. FEES FORMULA FOR SCHOOLS - NUMBER OF UNITS X FEES =

***PARK AND SCHOOL FEES ARE BASED ON LAND VALUE OF $76,602 PER ACRE***
(This would reflect an approximate 45.7697% increase from 2006)

EL PASO COUNTY, COLORADO

**Office of the County Assessor**
**Mark Lowderman**

Market value per square foot of single family residential land in The City of Fountain:

**Average Value = $5.78 per Square Foot**
**Median Value = $5.00 per Square Foot**

Market value per square foot of single family residential land in The City of Colorado Springs:

**Average Value = $6.10 per Square Foot**
**Median Value = $4.78 per Square Foot**

1675 W. Garden of the Gods Rd., Ste 2300 Colorado Springs, Colorado 80907 (719) 520-6600 FAX (719) 520-6635
e-mail: ASRWEB@elpasoco.com Internet: http://asr.elpasoco.com

# Regular City Council Meeting

**Consent – 7C**

***Resolution No. 16-042***

*December 20, 2016*

## *Summary Information*

Title:
Resolution No. 16-042, A Resolution of The City Council of The City of Fountain, Colorado Authorizing The Purchase Of a Document Management System and Authorizing the City Manager to Execute Any Necessary Contracts or Agreements

| | |
|---|---|
| Initiator: Paul Lavelle, IT Manager | ☒ Council Action |
| Presenter: Paul Lavelle, IT Manager | ☐ Council Information |
| Legal Review: ☐ Yes ☐ No | ☐ Report to Council |

Summary Overview and List of Attachments:
The purpose of this item is to execute a purchase of a document management system from Municipal Code Corporation, dba MCCi, with an amount not to exceed $180,000.

Attachments: Contract and proposal from Municipal Code Corporation, dba MCCi.

## *Background Information*

The City of Fountain IT Department is proposing the implementation of a document management system to more effectively manage permanent electronic documents in support of the operations of the City, including but not limited to those of the City Clerk, Finance Department, and Human Resources Department.

This project was budgeted and initiated in 2014, with follow-on budget allocation in 2015, and involved a lengthy evaluation and review process which culminated in an RFI published earlier this year. On the basis of cost, features, services offered, and integration capabilities with existing systems, the Laserfiche document management system was selected for the project, with Municipal Code Corporation as the authorized reseller.

The cost of this purchase is not to exceed $180,000. No appropriation of additional funds outside of what is already authorized for the 2016 budget will be necessary.

## *Recommendation*

Staff recommends the approval of Resolution 16-042 authorizing the City Manager to execute this agreement with Municipal Code Corporation, dba MCCi, with an amount not to exceed $180,000.

## *Proposed Motion*

"I make a motion to approve Resolution No. 16-042"

ST.

CM Review

**Municipal Code Corporation**

**CORPORATE OFFICE**
Sales Department
PO Box 2235 • Tallahassee, Florida 32316
(800) 342-2633 • FAX (850) 564-7496

**RUSSELL HADDOCK**
Territory Manager (TX, LA, OK, MO, CO, NM, and KS)
7940 Park Ridge Drive Fort Worth, TX 76137
(817) 909-9266 • rhaddock@mccinnovations.com

December 9, 2016

Mr. Paul Lavelle
IT Manager
116 South Main Street
Fountain, CO 80817

Dear Mr. Lavelle:

I enjoyed speaking with you recently regarding MCCi's Laserfiche software and services. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following advantages of being a MCCi customer:

- **Leading Provider –** MCCi is the leading provider of Laserfiche in the world and the only Platinum VAR. With multiple offices in Texas, we are dedicated to our Texas customers and serve over 150 clients in Texas alone at this time.
- **Professional Certifications** – MCCi's staff is well-trained and holds multiple certifications in security, HIPAA, CDIA+ and more to give you the peace of mind that we are simply the best at what we do. Our staff is also Laserfiche Gold Certified, meaning we have passed the Laserfiche CPP courses required for this certification.
- **Public Sector Focus** – MCCi was created by Municipal Code Corporation to focus on innovative technologies for the public sector. MCCi provides Laserfiche software and services to public sector entities including Cities, Counties, State Agencies, Special Districts, School Districts, Law Enforcement and more.
- **Specialization in Enterprise Solutions –** Our Project Managers provide implementation and training services to help make your solution an Enterprise-wide deployment. We work with you on your initial project plan knowing that one day Laserfiche will be used across the entire organization. This methodology helps you plan to meet this goal in your time frame whether it be an immediate objective or part of a multi-year plan.
- **Superior Support** – MCCi utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. We offer support through our help desk, email, and toll free number, and also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.
- **Robust Resources –** Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCi has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor for best of breed solutions.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Russell Haddock
Territory Manager

## Executive Summary

### *Company History*

MCCi, a subsidiary of Municipal Code Corporation (The nation's leading codifier for local government), has been providing Enterprise Content Management Solutions to its clients since 1998. In 1998, Municipal Code Corporation (MCC) created a document imaging division, which subsequently evolved into MCCi in the summer of 2003. This allowed MCCi to provide its customers with a higher level of service, but still benefit from the stability and credibility of MCC. With a client base of over 700 Laserfiche clients and satellite offices across the country, we are striving to be the leading Enterprise Content Management provider in the United States. MCCi has been the #1 Laserfiche VAR in the world for the last 8 years and is the only Platinum VAR.

### *Proposed Solution*

MCCi is proposing the Laserfiche software for your organization. Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Please keep in mind some of the features of Laserfiche:

- ***User Friendly*** – Laserfiche is very easy to learn, navigate and use. Users will see Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give your staff the confidence to begin scanning and retrieving documents almost immediately after installation making an Enterprise rollout easier on your resources.
- ***Comprehensive Security*** – Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer and with proper right records managers can administer most security functions without IT staff assistance.
- ***Intelligent Search*** – Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. An easy Google-style toolbar is available for searching as well.
- ***Integration*** – Laserfiche is the central repository for records in your organization and allows you to integrate other main line of business solutions easily. Whether you are looking for a way to integrate with a departmental solution, ERP solution, Microsoft product, etc., Laserfiche has options available. Laserfiche Microsoft integrations include the ability to archive Office & Outlook documents directly into Laserfiche as well as integration with Microsoft SharePoint.
- ***E-Forms & Business Process Automation*** – Laserfiche allows users to capture information instantly and automate business processes instead of the traditional methods of using an imaging solution as an archival tool. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.
- ***Mobility & Web Tools*** – Mobile devices are being used more and more in organizations for day to day operations. Laserfiche has options available to ensure you can access Laserfiche from these devices and perform related actions quickly on the go. There are also options for giving your outside citizens/customers access to records through the web to promote transparency and decrease records requests.

### *Rio Features*

MCCi is recommending the Rio platform for your organization. Rio includes:

- Named user tiered pricing with volume discounts. Each user comes bundled with:
  - Workflow for Business Process Automation
  - Web Access, which includes a thin client option for users, Web Access Light for mobile devices & tablets, iPhone & iPad apps, and SharePoint integration.
  - Snapshot for archiving electronic records & Email Plug-in for emailing records directly from Laserfiche
  - Advanced Audit Trail for monitoring, recording, and reporting on system activity.
  - Digital Signature capabilities
- Unlimited Servers and Repositories to support back-ups, failover clustering, and testing environments.
- Rio Directory Services for easy creation of licenses for testing, development and production systems.
- Web-based Administrative Console allowing you to administer the system from anywhere.
- Options for Electronic Forms, Records Management, Batch Processing tools, Integrations, and Web Portals.

### *MCCi Advantage*

MCCi is a leading Laserfiche provider focusing on customer service in every aspect of your project. As a client you will receive access to our highly trained staff & support services, including:

- **Dedicated Project Management** – Our Project Managers are highly trained in the areas of implementation, Workflow processes, integrations, and more to help your organization implement a well thought out Enterprise system based on your organization's needs. They are Laserfiche Gold Certified and also hold other professional certifications to maintain a high knowledge level of our client's business processes.
- **Dedicated Support** – Once your project is complete, you will have access to our support staff for trouble shooting & supporting your Laserfiche system. Our staff can be easily reached through email, phone or our online support center.
- **Sales & Account Management Team** – You will have a dedicated team of an Account Executive and Account Manager that you can directly contact. They will also proactively contact you to ensure satisfaction, provide additional information on your products, and conduct web & regional events on continuing education topics.
- **Training Services** – Before, during, and after your project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our Training Services, we offer a yearly subscription to our Online Training Center for Laserfiche to help protect your Laserfiche investment. This allows all types of users, regardless of their role, to access videos on popular topics. This information is updated monthly and will be a continued resource for your organization.
- **Back File Scanning & Conversion Experience** – In the event you need to address a back file scanning project or have older data from legacy systems to convert, we have experience in addressing these and integrating them into your Laserfiche system. We have converted over 30 different applications and migrated the data to Laserfiche for other clients.

MCCi ExperienceExcellence

# Laserfiche Rio

**PRICING PROPOSAL**

| | Product Description: | Qty. | Cost | Total |
|---|---|---|---|---|
| | **ECM SOFTWARE LICENSING FOR RIO** | | | |
| ☑ | Rio Records Management 100 - 199 Users<br>*Includes Unlimited Laserfiche Servers, Records Management Edition, Workflow, WebAccess (including the SharePoint integration web parts and WebAccess Light), Advanced Audit Trail, Snapshot, and Email* | 100 | $770.00 | $77,000.00 |
| ☑ | **One Time Laserfiche Discount**<br>***Must be ordered by 12/23/2016. Discount is based on this quote and if the quote changes the discount amount is subject to change.*** | -1 | | ($12,500.00) |
| ☑ | Import Agent for Rio | 1 | $1,500.00 | $1,500.00 |
| ☑ | OCR Scheduler for Laserfiche - *Requires one dedicated Laserfiche User License* | 1 | $1,500.00 | $1,500.00 |
| ☑ | LF Scanconnect for Rio 10-pack | 1 | $915.00 | $915.00 |
| | ***Document Management Software and Licenses Total*** | | | ***$68,415.00*** |
| | **ELECTRONIC FORMS FOR RIO** | | | |
| ☑ | LF Forms 100-199 Users (10% Add-on to all Named Users) | 100 | $70.00 | $7,000.00 |
| ☑ | LF Forms Portal **Allows Forms Portal to be activated on a Forms server. Multiple licenses are needed if multiple activations are required. Allows form submission only, from unlicensed (public) and non-authenticated users.* | 1 | $7,995.00 | $7,995.00 |
| | ***Electronic Forms Total*** | | | ***$14,995.00*** |
| | **INTEGRATION TOOLS FOR RIO** | | | |
| ☑ | Laserfiche Connector 100-199 Users (5% Add-on to all Named Users) | 100 | $35.00 | $3,500.00 |
| | ***Integration Tools Total*** | | | ***$3,500.00*** |
| | **ANNUAL SOFTWARE SUPPORT - BASIC LSAP** | | | |
| ☑ | Rio Records Management 100 - 199 Users<br>*Includes Unlimited Laserfiche Servers, Records Management Edition, Workflow, WebAccess (including the SharePoint integration web parts and WebAccess Light), Advanced Audit Trail, Snapshot, and Email* | 100 | $154.00 | $15,400.00 |
| ☑ | Import Agent for Rio | 1 | $300.00 | $300.00 |
| ☑ | OCR Scheduler for Laserfiche - *Requires one dedicated Laserfiche User License* | 1 | $330.00 | $330.00 |
| ☑ | LF Scanconnect for Rio 10-pack | 1 | $184.00 | $184.00 |
| ☑ | LF Forms 100-199 Users (10% Add-on to all Named Users) | 100 | $14.00 | $1,400.00 |
| ☑ | LF Forms Portal **Allows Forms Portal to be activated on a Forms server. Multiple licenses are needed if multiple activations are required. Allows form submission only, from unlicensed (public) and non-authenticated users.* | 1 | $1,600.00 | $1,600.00 |

| | | | | |
|---|---|---|---|---|
| ☑ | Laserfiche Connector 100-199 Users (5% Add-on to all Named Users) | 100 | $7.00 | $700.00 |
| ☑ | Managed Services for Laserfiche<br>*Laserfiche Managed Services needs are estimated based on the current software components provided herein: up to 40 hours.* | 1 | $5,040.00 | $5,040.00 |
| ☑ | Training Center 100-199 Users<br>***Training Center is complimentary for first year.*** | 1 | N/C | N/C |
| ☑ | MCCi SLA 50-100 Laserfiche Users<br>*Receive 4 hour or less response time and up to 10% off future professional service engagements – full SLA document available upon request* | 1 | $3,800.00 | $3,800.00 |
| | ***Annual Support Total*** | | | ***$28,754.00*** |

*For budgetary purposes, the Client should include $33,934.00 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCi's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.*

**MCCi PROFESSIONAL SERVICES**

| | | | | |
|---|---|---|---|---|
| ☑ | Business Process Configuration Services- Filing Workflow | 1 | $3,300.00 | $3,300.00 |
| ☑ | Records Management Module Training, per day<br>**Travel expenses included.* | 2 | $2,200.00 | $4,400.00 |
| ☑ | Basic Onsite Training of software, per day<br>*Workflow training and installation excluded. Travel expenses included.* | 4 | $2,200.00 | $8,800.00 |
| ☑ | LF Forms Training - Comprehensive<br>*Includes remote installation with up to 2 days onsite training. MCCi will provide remote forms configuration assistance for up to 30 days post onsite training.* | 1 | $6,050.00 | $6,050.00 |
| ☑ | MCCi Project Management Services, Up to 75 hours<br>*•Remote pre-installation solution discussion, including a review of current document organizations and retrieval practices*<br>*•Remote configuration of folder structure, metadata templates, and indexes for up to three departments*<br>*•Remote installation of Laserfiche software*<br>*•Remote Laserfiche Security and Administrative training with IT Staff*<br>*•Recommendations for proper backup and disaster recovery procedures related to Laserfiche*<br>*•For a detailed explanation of MCCi's Project Management Services and Training, please refer to the MCCi Standard Services section of this proposal* | 1 | $12,375.00 | $12,375.00 |
| ☑ | Laserfiche Connector Integration Configuration & Training<br>*Configuration for up to one application screen with 3 standard actions on one machine. Remote "Train the Trainer" training of up to 4 hours on configuration.* | 1 | $2,500.00 | $2,500.00 |
| | ***Professional Services Total*** | | | ***$37,425.00*** |

***Total Project Cost*** ***$153,089.00***

***All Quotes Expire in 30 Days***

## Payment & Billing Terms

MCCi will invoice one hundred percent (100%) of the software and support upon delivery of software. If services are included, the balance of the total project will be invoiced upon completion of the proposed professional services, which may be broken up based on the completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

Laserfiche software and help files are provided electronically. If hard copy manuals or software is desired, there is a $50 additional charge. This will need to be requested.

# Optional: Public Portal

**PRICING PROPOSAL**

| *Product Description:* | *Qty.* | *Cost* | *Total* |
|---|---|---|---|
| **WEB TOOLS FOR RIO** | | | |
| ❑ Pilot Public Portal<br>*Includes Weblink software and 25 Weblink-only retrieval connections.* | 1 | $25,000.00 | $25,000.00 |
| ***Web Tools Total*** | | | ***$25,000.00*** |
| **ANNUAL SOFTWARE SUPPORT - BASIC LSAP** | | | |
| ❑ Pilot Public Portal<br>*Includes Weblink software and 25 Weblink-only retrieval connections.* | 1 | $5,000.00 | $5,000.00 |
| ***Annual Support Total*** | | | ***$5,000.00*** |
| *For budgetary purposes, the Client should include $48,002.20 in annual budget for renewal of the items quoted above. Please note that if you subscribe to MCCi's SLA or Training Center, additional user licenses may increase the cost of these items at the time of your next annual renewal.* | | | |
| **MCCi PROFESSIONAL SERVICES** | | | |
| ❑ MCCi Project Management Services | 1 | $3,300.00 | $3,300.00 |
| ***Professional Services Total*** | | | ***$6,600.00*** |
| ***Total Project Cost*** | | | ***$36,600.00*** |

***All Quotes Expire in 30 Days***

## *MCCi Standard Services*

*To determine which services and products are included with your project, please refer to the Pricing Proposal above.*

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

### MCCi Project Management Services

MCCi Project Managers are Laserfiche Certified. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

Implementation

***Client Consultation*** - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

***Remote Installation and Configuration*** – Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the pricing proposal to determine if the onsite time will include installation and configuration.

***Remote Training*** – Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the pricing proposal to determine the training model quoted.

### Laserfiche Base Software Training Services

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Pricing Proposal. These services will be provided onsite or remote, please refer to the Pricing Proposal to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

System Administration Training

- Client and Server Installation Procedure
- Users and Groups – Active Directory
- Security
- Templates
- Tags
- Document Relationships
- Records Management
- Volumes

- System Settings
- Back Up Procedures
- Troubleshooting Procedures
- Technical Support Overview

Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features – Plug-ins

## *MCCi Advanced Implementation Services*

**The following services listed have been included in your Pricing Proposal based on the recommendation of your Account Executive. Please consult with them for any questions.*
*To determine which services and products are included with your project, please refer to the Pricing Proposal above.*

### Records Management Module Training

* Please note that client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche. Please refer to your Pricing Proposal to determine if this is included.

- Record Series
- Record Folders
- Document Links
- Versioning
- Security Tags
- Vital records
- Cutoff criteria
- Cutoff eligibility
- Retention Period
- Disposition Actions
- Hold Period
- Time Dispositions
- Event Dispositions
- Interim Transfers
- Final Disposition
- Destruction
- Permanent Records
- Accession
- Freezing

Admin Console Setup for Records Management

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

### Laserfiche Forms Services

MCCi's Laserfiche Forms Services are designed to be highly collaborative. The goal is to provide a customized package for your organization. Whether you need direct assistance implementing Laserfiche Forms, or hands-on training to empower your organization to create and maintain electronic forms, or both, MCCi has options available. Please see your Pricing Proposal for the specific Laserfiche Forms Services quoted.

| Forms Training Services Provided | Basic Overview | Comprehensive |
|---|---|---|
| Training Duration | Up to 1 Day Onsite | Up to 2 Days Onsite |
| Forms Designer | Yes | Yes |
| Process Modeler | Yes | Yes |
| Workflow Configuration (For Forms Process Modeler Integration, and Filing Only) | No | Yes |
| Forms Configuration (Up to 1 - Level 1 Form) | 0 | 1 |

| Forms Configuration Services Per Form | Level 1 | Level 2 | Level 3 |
|---|---|---|---|
| Forms Design Services (Create new form or modify form from the Business Process Library 10.1+) | Up to 15 Fields | Up to 30 Fields | Up to 50 Fields |
| Form Field and Data Look-up Rules* | Up 10 Rules | Up to 20 Rules | Up to 40 Rules |
| Process Modeler Configuration | Up to 5 Steps | Up to 10 Steps | Up to 20 Steps |
| Workflow Configuration (For Forms Process Modeler Integration, and Filing Only) | No | Yes | Yes |
| Custom Scripting (JScript or CSS)* | Call for Quote | Call for Quote | Call for Quote |

**Please note:*

- Users submitting through the Forms Portal are limited to forms submission. Users cannot participate in the workflow/routing process within Laserfiche Forms Process Modeler or Laserfiche Workflow, unless they have a Laserfiche Named User License.
- All Forms Configuration Services are conducted remotely due to multiple decision points throughout the configuration, which may cause delays.
- Field Look-ups: Database Views and Queries must exist or be created by the customer prior to MCCi database lookup configuration.
- Java Script and CSS Scripting (if needed) are not included, unless otherwise notated in the pricing section of the Pricing Proposal.

### Laserfiche Connector Integration Configuration & Training

Includes:

- Configuration of integration for up to one application screen with 3 standard actions on one machine.
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search WebAccess, launching from the desired application to Laserfiche
- Remote "Train the Trainer" training for up to half a business day to empower the client to configure other integrations
- All data used for configuration must be available from the Application Screens
- All services are conducted remotely, unless an MCCi representative is onsite for other implementation needs and onsite time permits

*Client Deliverables*

- Application to be integrated with and user's machine must meet Laserfiche Connector requirements set forth in the Hardware Requirements
- Testing – A test utility to ensure that the application screen is viable is available prior to purchase. Client is responsible for ensuring compatibility of applications prior to purchase
- IT resources - Appointment of Laserfiche Connector Administrator
- Laserfiche metadata requirements

*MCCi Deliverables*

- Install and integrate Laserfiche connector within current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assistance in configuring integration for one application screen with 3 standard action Connector Profiles
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Project Management services
- Remote Laserfiche Connector Administrator Training

## LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborate. The goal is to provide a customized process that allows your organization the ability to archive specified records in a proper format and location that is consistent with your organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work in concert with the client's Project Manager to build a Business Process in the client's Laserfiche environment.

***MCCi Deliverables***

- Configure a Laserfiche Workflow including (Up To 15 Documents) for archival
    - Includes renaming of documents
    - Routing to appropriate folder structure
- Consultation with a Laserfiche Project Manager

***Client Deliverables***

- Provide MCCi with a mapped out narrative and flowchart of the specified business process
- Thoroughly define each resource and activity in the business process, including any exceptions
- Respond in a timely fashion to questions posed by MCCi's Business Process Configuration team
- Appointment of client Project Manager
- Availability of IT resources as needed
- Availability of end users for interviews and Business Process testing
- Required Laserfiche software licensing

### *LASERFICHE AVANTE*

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid-size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from multiple database platforms and incrementally expand the system with records management edition and other plug-ins such as Auditing, Web Access, Digital Signatures, and Batch Processing. The Laserfiche Avante pricing structure makes it simple and affordable to add new features and functionality to your Laserfiche system as your needs change.

### *LASERFICHE RIO*

MCCi recommends the Laserfiche RIO solution for Enterprise clients that have a large volume of users, as well as the need for test environments and multiple servers/repositories. RIO and each RIO license comes coupled with Workflow, Web Access, Mobile Access, Snapshot, Email, Digital Signatures, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can connect either to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management, Batch Processing and Weblink Public Portal licenses are available with RIO.

### *LASERFICHE SOFTWARE FEATURES AND LICENSING*

| Feature | Avante | Rio | Comments |
|---|---|---|---|
| *Database* Options | SQL Express, SQL, Oracle | SQL, Oracle | |
| *Retrieval Concurrent Users* | Public Portal (Weblink) | Public Portal (Weblink) | |
| *Full Named Users* | Unlimited | 25 – Unlimited | Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Digital Signatures, Web Access and Advanced Audit Trail for Rio. |
| *Retrieval Named Users* | n/a | 200 – Unlimited | Includes Email capability. Minimum of 200 must be purchased. |
| *Application Servers* | 1 | Unlimited | |
| *User License Model* | Named | Named | |
| *Repositories* | 1 | Up 15 per Application Server | Avante: Up to 14 additional (for a total of 15) Repositories can be added at an additional cost. RIO: Each Application Server can have up to 15 Repositories attached. RIO allows for an unlimited number of Application Servers. |

| | | | |
|---|---|---|---|
| *Workflow* | Included | Included | |
| *Snapshot* | Included | Included | |
| *Email* | Included | Included | |
| *WebAccess (Thin client access for named users)* | Add-on option- As of 1-1-2016 included in all new user license purchases | Included | |
| *Mobile Access* | Requires WebAccess | Included | |
| *Digital Signatures* | Add-on option | Included | |
| *Audit Trail* | Add-on option (Options for Starter, Standard, Advanced) | Includes Advanced Audit Trail | |
| *LF Connector* | Add-on option | Add-on option | |
| *Public Portal (Weblink) Options* | Weblink Public Portal license package options (5,10, 25, 50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor ) | Weblink Public Portal license package options (50, Unlimited Single Processor, Unlimited Dual Processor, Unlimited Multi Processor) | Avante Public Portal: The 5 concurrent license only allows for one security profile to be set.<br><br>Unlimited versions are licensed per Laserfiche application server, and per processor. The licensed number of processors must be equal to or greater than the number of processors (CPUs) on the correlating Laserfiche application server. Note: Additional copies of the Unlimited Public Portal are needed if there is a need to connect the Public Portal to more than 1 Application Server. |
| *Records Management* | Add-on option | Add-on option | |
| *Laserfiche Versions* | Lf 8.1 and later | Lf 8.0.1 and later | |
| *Web Admin Console* | Included | Included | |
| *Laserfiche Forms Users* | Add-on option | Add-on option | The Laserfiche Forms User is a required add-on to all Laserfiche Full Named User licenses, and is a pre-requisite to all other Forms licensing options. This add-on will give the current Laserfiche Full Named Users full access (submission, process involvement, and approval rights) to Laserfiche Forms Server. The Laserfiche Forms Server can be installed multiple times, however each instance can only be associated with one Laserfiche application Server. |
| *Laserfiche Forms Portal* | Add-on option | Add-on option | Laserfiche Forms Users licensing is a prerequisite to being able to purchase Forms Portal licensing. The Forms Portal license allows Form submission from unlicensed (public) users. Forms Portal was |

| | | | |
|---|---|---|---|
| | | | also designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The users that access Forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific Forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), multiple Forms Portal licenses are required. |
| *Laserfiche Enterprise Forms Portal* | Add-on option | Add-on option | The Enterprise Forms Portal License is recommended for Laserfiche Rio Customers that have multiple Laserfiche Application Servers, as well as for Laserfiche Avante (Avante only allows for one Laserfiche Application Server), but require more than two Forms Portal licenses (see Forms Portal description above). Enterprise Forms Portal is, indeed, unlimited Portals. Instead of allocating one or more Forms Servers as Portals, they all are automatically Forms Portals. |
| *Laserfiche Authenticated Participants* | Add-on option | Add-on option | Laserfiche Forms Users licensing is a prerequisite to being able to purchase Forms Authenticated Participant licensing. Forms Authenticated Participant licenses allow Non-Laserfiche Users to participate in Laserfiche Forms Process Modeler Business Processes, and allow for secure authentication when interacting with Laserfiche Forms. Forms Authenticated Participant licensing is recommended for all internal users that require authentication and/or intend to participate in more than just the Forms submission process, and for those users that do not have Laserfiche Full Named User licensing, but have a need to authenticate and participate in Laserfiche Forms Business Processes. A Forms Authenticated Participant license is required for each Forms Server that the user needs to submit to. |
| *Upgrade Path* | Rio | n/a | |

## *LASERFICHE PLUG-INS*

Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of modules and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform. **Please refer to the pricing page/pricing proposal to determine which modules have been proposed.**

*Capture Modules*

**Laserfiche ScanConnect™:** allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

**Laserfiche Snapshot™:** Laserfiche Snapshot is included with both Avante and RIO Full Named User Licenses, and can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.

**Laserfiche Import Agent:** Import Agent is a tool for automatically retrieving files stored in a Windows folder and importing them into a Laserfiche repository. The Windows folder can be local to the Import Agent machine or stored on a network drive. During the import process, Import Agent can process the files (e.g., perform OCR), use XML data as part of the process, and perform additional tasks.

**OCR Scheduler for Laserfiche:** MCCi developed this tool. It provides a simple and effective way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions. Sessions are created based on selecting folders within a specific Laserfiche Repository and scheduling the time to begin the OCR process. Benefits:

- *Efficiency:* Clients can schedule the tool to perform the OCR function, rather than tie up machines during the normal working rhythm.
- *Support/Search Content:* Leaving the responsibility in users hands to conduct OCR can lead to incomplete processing. The tool provides assurance that everything in need of OCR is being addressed without end user interaction.

**"Quick Fields" (QF) Batch Processing Tools:** Quick Fields is a suite of Batch Processing utilities created by Laserfiche. Avante and RIO bundle each of these features differently, which is reflected in the Pricing Proposal section:

- *Laserfiche® Quick Fields™* automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.
- *QF Bar Code Validation Package*: The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is

very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

- *QF Real-time Look up Validation Package:* Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- *QF Zone OCR Validation Package:* Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- *QF Forms Alignment:* automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- *QF Document Classification:* designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- *QF Auto Stamp/Redaction/Bates Numbering:* The Bates stamp option is a document auto-numbering annotation option
- *QF Optical Mark Recognition:* detects handwritten information, including marks on surveys, tests and ballots.
- *QF Agent:* enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- *QF Forms Identification:* automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- *QF Forms Extractor:* removes form outlines to isolate data for more accurate capture.
- *QF Scripting Kit:* Offers a script editor, which allows developers to write C# and VB.Net Scripts, and insert the scripts into a Quick Fields Session.

*Distribution Modules*

- **Laserfiche Public Portal - WebLink™:** The WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- **Laserfiche WebAccess:** Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office. In addition, access to Laserfiche Mobile and the Laserfiche Sharepoint Integration resources, is made through Laserfiche WebAccess.
    - **Laserfiche Mobile Access Options:** Laserfiche Web Access or Laserfiche Forms is required for any/all mobile access options. Web Access Light & Laserfiche Mobile are both options for providing mobile access to your Laserfiche solution:
        - **Web Access Light:** Designed for Blackberry, Chrome, Opera and Safari mobile browsers, offers a lightweight Web interface for popular mobile devices,

enabling users to search and retrieve documents, as well as approve documents and participate in workflow automation processes, while away from their desktop computers.

- The **Laserfiche Mobile iPhone app** takes advantage of the iPhone's touch screen, gesture recognition and high resolution interface to provide users with an immersive experience. Features include:
  - Create and upload new content with the iPhone camera.
  - Automatically crop, straighten and enhance captured information, with full text recognition.
  - Copy, move, rename, download, e-mail, print or delete content.
  - Browse for documents in a folder structure or search the entire repository
  - Participate in workflow automation processes by accessing metadata fields.
  - Interaction with Laserfiche Forms
- The **Laserfiche Mobile iPad app** gives employees the ability to securely view and update content from wherever they are. Features include:
  - Provides secure access to documents and metadata
  - Enables users to create and upload new documents
  - Participate in Workflows on the go
  - Interaction with Laserfiche Forms
- **Laserfiche Mobile for Android** allows you to :
  - Search across all documents in a repository
  - Pan, zoom, rotate, and easily access metadata while working with a document in the Document Viewer
  - Quickly create and upload new documents from your device's camera, images in your device's gallery, and files stored on your device
  - Full support for Laserfiche Business Processes, including starting business processes and viewing their details
  - Use personal libraries to create task lists or group related entries to make working with them faster and easier
  - Add, edit, and view entry metadata
  - Copy document text for use in other apps
  - Process, clean up, and compress captured documents for easier viewing
  - Capture the geographic coordinates of an image to allow linking documents to their mapped location
  - View and export PDFs and other electronic documents
  - E-mail document or folder links to colleagues
  - Manage documents using copy, move, rename, print, and delete
  - A variety of security options keep documents secure in Laserfiche and on your device
  - Widget lets you quickly upload new documents and images
  - Interaction with Laserfiche Forms

- **Laserfiche SharePoint Integration**: The Laserfiche and SharePoint Integration (LfSPI) is built on the power of Laserfiche Web Access (Therefore Web Access is required for the Laserfiche SharePoint

Integration), a Section 508-compliant thin client that reduces installation, support and maintenance requirements. The integration requires an on premise installation of SharePoint.

- **Laserfiche Plus™** Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.
- **Laserfiche E-Mail Plug-in™** allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

### *Workflow Process Automation, Collaboration, and Tracking*

- **Laserfiche Workflow:** Enables organizations to automate standard, collaborative business processes, such as approvals or routing based on conditions. The software transforms your static Laserfiche repository into a dynamic content management solution that ensures your business processes are performed consistently and efficiently. Additionally, Workflow can be used for database integrations, and to improve consistency with how records are filed in Laserfiche.

- **Laserfiche Digital Signatures:** Laserfiche allows users to sign briefcases when exporting as well as documents stored in Laserfiche. These are two separate applications of digital signatures. Signing a briefcase file embeds the signature in the file along with the certificate associated with the signing key. The full certificate chain is embedded. This allows users to prove who created the briefcase and that the briefcase was not tampered with. Digitally signed briefcases may, but do not necessarily contain digitally signed documents. Digital signatures can be applied to documents stored in Laserfiche. The digital signatures are stored as metadata and are preserved when exporting a document in a volume or briefcase (whether or not the briefcase was itself signed).
  - Users can digitally sign a document in the Laserfiche Client or Web Access to indicate their approval. Documents can also be countersigned by another user, which indicates approval of the document and the existing signature. Multiple signatures and countersignatures can be applied to a single document.
  - Digital signatures are validated with signing certificates on the server and the repository, which verifies that a signature on a document is trustworthy. A signature becomes invalid if the certificate is expired or if a document has been modified since the signature was applied. Signature certificates are managed through the Laserfiche Administration Console or Web Administration Console. As a pre-requisite, the organization must have Digital Certificates set-up on the network, prior to implementing Laserfiche Digital Signatures.

- **Laserfiche Audit Trail Modules:** Three levels of audit reporting to address your specific regulatory compliance and security needs.
  - The *Starter Edition* tracks basic events that occur in the repository and that involve accessing, modifying or exporting data. Basic events include creating, editing, printing or deleting documents, creating annotations, and assigning metadata.

- The ***Standard Edition*** builds on the Starter Edition by tracking additional security- and access-related events. This edition can also track unsuccessful attempts to perform an action, such as failed attempts to access or print documents.
- The ***Advanced Edition*** meets the needs of organizations in the most highly regulated environments. It includes all the functionality of the other two editions, and also tracks many more events including password changes, the creation or modification of users and groups, and changes to repository-wide settings. It can also track all the searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

### *Electronic Forms*

- Laserfiche Forms allows organizations to create Web forms for collection and processing information electronically.
- Laserfiche Forms has flexible design options to meet your organization's needs. You can:
  - Create custom forms from a library of field or selection elements.
  - Apply preset or custom themes, including page logo, colors, buttons, fonts, and more.
  - Configure form elements to dynamically be displayed or hidden depending on user inputs or to be populated with data from external data sources.
  - Automate business processes for form data to follow, such as decision-making, emailing, or approvals.
  - Create custom form layouts and dynamic behaviors with CSS and JavaScript.
- Role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.
- Reporting tools allow different views of details on submitted forms such as:
  - User view of details about all submitted forms.
  - Approver "dashboard" of submissions awaiting approval.
  - Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include login to forms system, public URL, secure URL, or embedded into a Web page.
- Submitted data can be exported for further analysis or distribution.
- Submitted forms can be utilized to initiate an email notification or start a workflow rule within Laserfiche.

### *Laserfiche Integration Plug-Ins*

- **LF Integrator's Toolkit:** Provides the tools & documentation necessary for customizing Laserfiche, and integrating Laserfiche with other applications.
- ***Laserfiche Connector Integration*** – Laserfiche Connector provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons. Laserfiche Connector allows:
  - Searching the Laserfiche repository based on fields from third-party applications such as CRM and ERP systems. Both basic and advanced searching is supported. If only one result is found, the document will automatically open in the Laserfiche Client, Laserfiche Web Access or Laserfiche WebLink.
  - Launching Laserfiche Scanning and automatically populating metadata for the scanned documents with information from a third-party application.
  - Importing a document and automatically populating metadata for the imported documents with information from a third-party application.

- Connecting two applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choosing whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

- **Third Party Integration Plug-Ins:**
  - ***RatchetX Integration*** – RatchetX is a configurable and robust middleware integration tool for Laserfiche. With a single click of a button, new documents can be added to Laserfiche from another application, and users can search Laserfiche directly from the applications they use most. RatchetX is unique in regards to the robust toolset it provides for accessing data from other applications (even the toughest proprietary systems), for use configuring the most common ECM integrations: Indexing, importing/scanning, and executing search queries. In addition, RatchetX provides the capability to create custom integration activities, such as populating a record in another system from the data extracted during the intake process in Laserfiche, or looking up a record in another system from the Laserfiche interface itself (Bi-directional Integration).
  - ***LF Integrator GP*** – LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
  - ***LF Integrator AutoCAD*** – LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
  - ***GeoDocs: GeoDocs™*** is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.
  - ***LT Systems Laserfiche Integration*** – LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems. Additionally, there is an automated service that archives Warrants as single documents with the associated metadata, directly from LT systems to Laserfiche.

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

### *PROACTIVE SUPPORT*

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Manager's role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

### *Educational Resource Definitions*

- ***Case Studies*** – MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- ***Support Center*** – This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- ***Webinars*** – MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- ***Seminars*** – MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- ***User Groups*** – MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

### *TECHNICAL SUPPORT*

The **Laserfiche Software Assurance Plan (LSAP)** helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize

system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 1st Tier Support from MCCi to resolve Laserfiche software errors
- 100% upgrade credit for your existing software (in the event of a platform upgrade)
- 24 hour FTP and Laserfiche support website for downloading free Laserfiche software updates
- Technical bulletins and newsletters

## *PROFESSIONAL SERVICES & SUBSCRIPTION ANNUAL PACKAGES*

To determine which services/subscriptions are included with your project, please refer to the Pricing Proposal above.

### *TRAINING CENTER*

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 325 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

MCCi Managed Services or MCCi Laserfiche Administration Services are strongly encouraged to be included with every support renewal.

| *Description* | *Managed Services* | *Laserfiche Administration Services- Level 1* | *Laserfiche Administration Services- Level 2* |
|---|---|---|---|
| Additional Training | X | X | X |
| Additional System Set Up Consultation | X | X | X |
| Remote Implementation of Software Updates | X | X | X |
| Annual review of administration settings | X | X | X |
| Remote Access Support | X | X | X |
| First Priority Offering of Laserfiche CPPs & Laserfiche Conference spots | X | X | X |
| Dedicated Laserfiche Certified Professional | | X | X |
| Laserfiche Administration configuration services | | X | X |
| Configuration and maintenance of BASIC business processes utilizing Laserfiche Forms and Laserfiche Workflow | | X | X |
| Configuration of Quick Fields sessions using purchased features | | X | X |
| Basic Records Management Module Overview Training | | X | X |
| Scheduled recurring consultation call upon Client's request | | X | X |

| | | | |
|---|---|---|---|
| Maintenance of existing middleware/configurable integrations | | X | X |
| Maintenance of MCCi/Client configured COMPLEX business processes | | | X |
| Annual Review of business process configurations | | | X |
| Roll-out Assistance for Initial/Additional COMPLEX business processes | | | X |

Definitions & Examples:

A BUSINESS PROCESS is an activity or set of activities that will accomplish a specific organizational goal. This could include a Workflow, Forms process or Quick Fields session that automates/streamlines an organization-specific process.

> BASIC is defined as a business process requiring minimal configuration, and virtually no discovery or institutional/process knowledge, in regards to a MCCi LF Certified Professional being able to assist with configuration, support, and maintenance of the process. Examples: Filing workflows, simple Laserfiche Forms with few routing steps, or approval/notification workflows that have minimal steps, no integration, and little to no database lookup requirements.
>
> COMPLEX is defined as a large business process with extensive configuration that is absolutely mission critical to the organization. An example might be a large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's LF Certified Professional to have institutional/process knowledge in regards to the configuration of the process.

Use of time: MCCi allows clients to use the time allotted for a multitude of services as long as a request will not start a service that cannot be completed within the time remaining. None of the packages listed above are intended to be utilized for configuration of a new COMPLEX business process. In those instances a separate SOW is required.

## *MANAGED SERVICES*

MCCi's Managed Services package provides ongoing additional training and assistance to a client's Laserfiche administrator and users. Pricing is based on MCCi's Managed Service hourly rate discounted by 10% through purchasing an advanced block of services per year based on the products purchased. MCCi Managed Services is an annual package and will expire on the same date as your SAP plan. Managed Services can be used for the following professional services/benefits:

- **Additional Training** – additional training via web conferencing can be conducted to train new users on the use of the system or as refresher training for existing users.
- **Additional System Set Up Consultation** – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of documents, etc. to your current system.
- **Remote Implementation of Software Updates** – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing

software updates such as minor updates, quick fixes or point releases. Dependent on complexity and client specific configurations, major software upgrades may or may not be covered and should be discussed with your Account Management Team.

- **Annual System Review & Analysis** – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation and should be performed annually after that date. This is an optional service that will be completed only if requested by the Client.
- **Remote Access Support** – Remote Access Support allows our help desk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays of resolving software issues without costly on-site visits.
- **Laserfiche Certifications** – First priority offering of complimentary Laserfiche certifications on an as available basis.
- **Laserfiche Conference Registration** – First priority offering of complimentary Laserfiche Annual Conference registration on an as available basis.

**Please see our Workflow Configuration Training section for information on Workflow Managed Services.*

### *LASERFICHE ADMINISTRATION SERVICES*

MCCi's Laserfiche Administration Services package is for clients who need a Laserfiche administrator, or additional Laserfiche administration/implementation services. It includes everything listed in the Managed Services package above as well as the additional items listed below. Pricing is based on MCCi's System Engineer hourly rate discounted by 10% through purchasing an advanced block of services per year, based on the products purchased. MCCi's Laserfiche Administration Services is an annual package and will expire on the same date as your SAP plan.

#### *LASERFICHE ADMINISTRATION SERVICES- LEVEL 1*

- **Dedicated Laserfiche Certified Professional**
- **Laserfiche Administration configuration services** – Setting up users, metadata, security, etc.
- **Configuration and maintenance of BASIC business processes utilizing Laserfiche Forms and Workflow**
- **Configuration of Quick Fields sessions using purchased features** – Excludes custom scripting, custom calculations, etc.
- **Basic Records Management Module Overview Training**
- **Scheduled recurring consultation calls upon Client's request**
- **Maintenance of existing middleware/configurable integrations** – Does not include maintenance of custom built integrations.

***LASERFICHE ADMINISTRATION SERVICES- LEVEL 2***

Level 2 includes the benefits of Level 1 but in addition provides the ability for MCCi to maintain more COMPLEX business processes, which requires knowledge transfer and maintenance of that knowledge.

- **Maintenance of MCCi/Client configured COMPLEX business processes** – If MCCi has provided configurations through our Business Process Configuration service, these can be maintained. For example: minor tweaks, updates due to upgrades, process improvements, etc. If the client has configured business processes, MCCi can maintain these. For example, minor tweaks, updates due to upgrades, process improvements, etc.
- **Annual Review of business process configurations**
- **Roll-out Assistance for Initial/Additional COMPLEX business processes** – Whether you are implementing a new process or MCCi is assisting, the LAS representative can be available to assist with roll out.

***Client Responsibilities***

- Configuration and maintenance of backups
- Configuration of any general network, security, or operating system settings outside of Laserfiche
- Management and creation of retention policies related to Records Management Module
- Providing an IT contact (internal or 3rd party) for MCCi to work with as necessary
- Create/Provide process diagrams (and any other necessary paperwork/examples).
- Providing remote access capabilities as needed. Client also agrees to be present and monitor MCCi technical resources during any configuration changes. If the client requests MCCi to have unattended access, the client assumes all responsibility for the related remote access session(s). If the client requests MCCi to have unattended access and security access is a point of concern, Client will work with MCCi representative to set up user profiles, user tags, etc. to allow this access.

**For more complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with your Account Executive.*

MCCi will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements as recommended by MCCi, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

MCCi does not recommend any version of Windows that is approaching or is beyond the "End of Extended Support Date" specified by Microsoft.

### *Scanning Station PC*

| | |
|---|---|
| OS | Windows 10, Windows 8 or 8.1 (32 or 64), Windows 7 (32 or 64), Windows Vista |
| CPU | 2.8 GHz processor or faster |
| Memory | 4 GB RAM or more |
| Communications | TCP/IP |
| Web browser | Internet Explorer 6.0 or higher |

### *Client*

| | |
|---|---|
| OS | Windows 10, Windows 8 or 8.1 (32 or 64), Windows 7 (32 or 64), Windows Vista |
| CPU | 2.0 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor |
| Memory | 2 GB RAM |
| Communications | TCP/IP |
| Web browser | Internet Explorer 6.0 or higher |

### *Batch Processing Quick Fields Machine*

| | |
|---|---|
| OS | Windows 8 (32 or 64), Windows 7 (32 or 64), Windows Vista, Windows XP Professional (Service Pack 3 or later) |
| CPU | 2.8 GHz Processor or better, Performing OCR: Dual Core 2.8 GHz or faster processor |
| Memory | 4 GB RAM or more |
| Communications | TCP/IP |
| High Volume Recommendation | Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz |

### *Laserfiche Application Server*

| | |
|---|---|
| OS | Windows Server 2012 R2, Windows Server 2012, Windows 2008 R2, Server 2008 (Service Pack 2 or Higher) |
| CPU | Quad-Core Processor, 2.5 GHz Processor or better |
| Memory | 4 - 8 GB RAM |
| Communications | TCP/IP |

### *Image/File Server Storage*

| |
|---|
| Typical usage factoring is 18,000 black/white standard size images per GB. Clients typically use a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device. |

### *Database Management System*

| | |
|---|---|
| Avante SQL or Rio SQL | SQL Server 2012, SQL Server 2008 R2 Standard, Oracle 11g (11.1.0.6+). For MSSQL, MCCi recommends storing the MDF and LDF on different drives. Growth of MDF to 10% – 15% and Log to 5% to 10% of cumulative Laserfiche Volume size is anticipated. |
| Avante SQL Express | Microsoft SQL Server 2008 Express Edition or higher |
| | *Note: Oracle or Microsoft SQL Server must be purchased separately. You must additionally purchase enough licensing for your DBMS to support your Laserfiche installation. |

### *Laserfiche Workflow Server*

| | |
|---|---|
| OS | Windows Server 2012 R2, Windows Server 2012, Windows 2008 R2, Server 2008, (Service Pack 2 or Higher) |
| CPU | 4 Core Processor, 2.5 GHz Processor or better |
| Memory | 4 GB RAM or higher |
| Communications | TCP/IP |

### *Laserfiche Audit Trail Server*

| | |
|---|---|
| OS | Windows Server 2012 R2, Windows Server 2012, Windows 2008 R2, Server 2008 (Service Pack 2 or Higher) |
| CPU | Dual Core Processor, 2.5 GHz Processor or better |
| Memory | 2 – 4 GB RAM |
| Communications | TCP/IP |
| Local Storage | C:\ Drive with 40GB or greater available |

### *Web Module Server(s)*

| | |
|---|---|
| Required if | Installing "Web Access" or Public Portal- Weblink" |
| OS | Windows Server 2012 with IIS 8, Windows Server 2008 R2 with IIS 7 |
| CPU | Dual Core 2.8 GHz or faster processor |
| Memory | 2 GB RAM or more |
| Viewer | Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 9. Other supported browsers are Firefox, Safari and Chrome |

| | |
|---|---|
| | Clients are responsible for any additional security protocol setup/associated fees that are required to provide internal/external web access. An example would be setting up "Kerberos" for thin client active directory authentication, or setting up VPN access to allow Laserfiche's iPad/iPhone applications to connect through the Web Access server.<br>Laserfiche Public Portal – Weblink Per Processor (Unlimited) licensing specifics: The Public Portal License allows unlimited connections per processor, however a large number of connections may affect the Laserfiche application server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). The client must have one Public Portal License for each Laserfiche application server they desire to connect to, and the Public Portal license must be licensed by the appropriate number of processors, which is required to match or exceed the CPUs/processors on the Laserfiche application server that the Public Portal will connect to. For example, the client must have a dual-processor or multiprocessor Public Portal license in order to connect to a Laserfiche Application Server that has two or more processors. Public Portal View Only Licenses may only be used with WebLink; they are not available for other applications. |

### *OCR Scheduler for Laserfiche*

| | |
|---|---|
| OS | Windows Operation Systems: 32 & 64 bit |
| Requirements | Laserfiche Version 8 Server (runs as a service), Laserfiche Version 8 Client. |
| Recommendation | 1 dedicated LF Named User license |

### *Scanners*

| |
|---|
| Must use ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at: http://laserfiche.com/static/Resources/scanlist.html. |

### *Laserfiche Forms*

| | |
|---|---|
| Laserfiche Server | Version 8.3.2 or higher, Avante or Rio licensing model |
| Web Server | Windows Server 2008 or Windows 7 with IIS 7 or 7.5, Windows Server 2012 |
| CPU | 2.9 GHz or faster processor |
| Memory | 8 GB RAM or more |
| Database Server | Microsoft SQL Server 2008, 2008 R2, and 2012, and 2012 R2 |
| Client | Laserfiche Forms can be viewed in Chrome, Firefox 3.5 and higher, Internet Explorer 7 and higher, Opera, and Safari (Mac only). It also support mobile browsing from iPad 2 and higher. For best results we recommend using Internet Explorer 9 or higher, Firefox 12 or higher, or Chrome 6 or higher |
| Note | Internet Explorer 7 users should install Microsoft security update 947864 (MS08-024) |

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCI**, a Limited Liability Company

Date: December 9, 2016

By: _____
(Signature)

Donny Barstow – President
(Printed Name & Title)

Noted Items Accepted by: **FOUNTAIN, CO**

Date: _____

By: _____
(Signature)

_____
(Printed Name & Title)

**MCCi**, a Limited Liability Company and subsidiary of **MUNICIPAL CODE CORPORATION**, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the Laserfiche Software & Services according to the following terms and conditions.

**LASERFICHE SOFTWARE UPGRADE**
One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of LSAP can be applied towards the new purchase of one year of LSAP for the new products. To receive any available software credit for prior versions of software, the client must have an active LSAP (support/maintenance that has not expired).

**INTEGRATIONS**
3rd party Laserfiche integrations or utilities may consume one or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by the client and considered in the user licensing purchased.

**SOFTWARE ASSURANCE PLAN (SAP)**
MCCi acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCi's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Annual support payment is due in advance of the date of renewal. Reinstatement fees may apply if payment is received more than 30 days after the date of renewal. Any updates requiring shipment of software require Client to pay shipping costs. Annual support date is based on the following:

- For net new systems, the support date is set 30 days after MCCi submits software order to Laserfiche.
- For platform upgrades the support date is set immediately upon MCCi submitting software order to Laserfiche.
- For additional software, the support date is prorated to match the client's existing support date.

Customers may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 5:00 p.m. local time in the Continental U.S.

**SOFTWARE PURCHASES AND SUPPORT RENEWALS**
Laserfiche policy dictates that MCCI as your current VAR of record, is the VAR that can download software licenses and activations for you. You can also only purchase additional Laserfiche software to expand or upgrade your Laserfiche system, and renew your Laserfiche Software Assurance Plan (LSAP) under your current VAR of record. Unless you decide to cancel your contract with MCCi or work with Laserfiche to formally change your Laserfiche Var of Record, future software purchases and support renewals will be processed and provided by MCCi.

**LASERFICHE RIO SHARED SERVICES PROVISIONS**
The host entity is the owner of the Laserfiche licensing and registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform, and for being the main point of contact for support provided through MCCi.

**SERVICE LEVEL AGREEMENT (SLA)**
MCCi's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

**MCCi SOFTWARE CUSTOMIZATIONS**
The customer may elect to contract with MCCi to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCi, may have an effect on customizations made to the software by MCCi. MCCi will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCi's customizations.

**MCCi SOFTWARE CONFIGURATION SERVICES**
The customer may elect to contract with MCCi to configure the software. The customer is responsible for testing all software configurations completed by MCCi. By acknowledging this testing requirement, the customer waives any and all liability to MCCi for any fees, damages, etc., that could be related to software configurations.

**TEST/EVALUATION SOFTWARE**
Purchases of test and/or evaluation software are based on access time periods needed rather than perpetual software licensing.

**CLIENT SOFTWARE CUSTOMIZATIONS**
The client may also choose to customize their software internally, without MCCi's help. MCCi is not responsible for any damages caused by the user's customization of the software. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCi's help is required to correct/update any customizations made by the client, appropriate charges will apply.

**HARDWARE**
MCCi does not support any hardware as part of this contract. If hardware is purchased through MCCi, the client is required to obtain the appropriate warranty and work directly with the manufacturer in regards to hardware support

**CLIENT INFORMATION TECHNOLOGY ASSISTANCE**
In order for MCCi to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCi installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

**SOFTWARE INSTALLATION**
MCCi will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

**PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS**
**Travel Expenses:** If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.
**Site Preparation:** The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.
**Project Delays:** Requests made by the client to cancel/reschedule delivery of services, will cause a delay in delivery of the services and the overall project. The client understands that MCCi will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

**ADDITIONAL SERVICES**
As an additional service/product under this contract, MCC and MCCi can provide the following:

- Electronic Agenda and Legislative Management (Legistar). MCCi offers the Granicus Legislative Management Suite (Legistar) and related services which provides electronic automation and creation of Agendas and Minutes. Legistar is also integrated with Laserfiche.
- Scanning and Digital Conversion Bureau. MCCi offers scanning, indexing and integration of hard copy documents, microfilm/microfiche, with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available.
- Open Records Request Solution (JustFOIA). MCCi offers its JustFOIA solution to help agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche ECM.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MuniBills). MCCAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

**AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS**
MCCi agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCi and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

**LIMITED LIABILITY**
In no event shall MCCi's total liability to the client exceed the project fees paid to MCCi by the client.

**FORCE MAJEURE**
Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

**CLIENT FINANCIAL SOLVENCY/BANKRUPTCY**
MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

**NO HIRE CLAUSE**
Client and MCCi agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor the MCCi will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction. If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCi's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCi 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCi.

**TERMINATION**
The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.

**MARKETING & REFERENCES**
Client agrees to allow MCCi to publish and publicize testimonials and case study information pertaining to MCCi's work with the Client. This information, including the Client's organization name, logo, and contact information will be used in all media types

# Regular City Council Meeting

## Old Business –8A

***Bond Ordinance No. 1680***
***Second Reading***

*December 20, 2016*

## *Summary Information*

Title:
Ordinance 1680 AN ORDINANCE AMENDING ORDINANCE NO. 1661 AUTHORIZING THE CITY OF FOUNTAIN, COLORADO ACTING by and through its City of Fountain Electric, Water and Wastewater Utility Enterprise, WATER REVENUE BONDS, SERIES 2015, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED $4,500,000, TO PROVIDE FOR THE FINANCING OF ADDITIONAL SYSTEM IMPROVEMENTS BY SUCH BONDS; AUTHORIZING OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AUTHORIZING THE APPROVAL OF NECESSARY DOCUMENTS AND RELATED MATTERS

| | |
|---|---|
| Initiator : Finance Director | ☒ Council Action |
| Presenter: Finance Director | ☐ Council Information |
| Legal Review: ☒ Yes ☐ No | ☐ Report to Council |

Summary Overview and List of Attachments:
This Ordinance approves adding an additional purpose for use of the 2015 bond proceeds: (f) improvements to the System's well facilities including, but not limited to, costs association with planning and construction of a water treatment facility.

Attachments: **NO CHANGES FROM FIRST READING**

## *Background Information*

Ordinance 1661 prepared by Ken Guckenberger of Kutak Rock was approved on October 27, 2015 and approved the issuance of its Water Revenue Bonds, Series 2015, for the purpose of financing the construction of certain capital projects as described herein, funding the reserve account, if necessary, and (a) construction of a portion of the Southern Delivery System Project, (b) purchase of certain water rights, (c) replacement or construction of certain water mains, (d) installation of a Supervisory Control and Data Acquisition project for the City's water system, and (e) purchase of or engineering and designing of a new water building facility.

The recent PFC issues and the need to treat water at the well prompted staff to reprioritize the 2016 water projects and include the improvements to the System's well facilities.

## *Recommendation*

Approve Ordinance No. 1680 on second reading. **NO CHANGES FROM FIRST READING**

## *Proposed Motion*

"I make a motion to approve Ordinance No. 1680 on second reading"

ST
CM Review

# Regular City Council Meeting

**Old Business – 8B**

*December 20, 2016*

## Summary Information

Title:
Approval of the Pueblo Dam Hydroelectric Project Purchase Power Agreement

| | |
|---|---|
| Initiator: Curtis Mitchell, P.E. | ☒ Council Action |
| Presenter: Curtis Mitchell, Utilities Director | ☐ Council Information |
| Legal Review: ☒ Yes ☐ No | ☐ Report to Council |

The City of Fountain Utilities Department has partnered with the Arkansas River Power Authority (ARPA) on the purchase of power generated by the proposed Pueblo Dam Hydroelectric Project.

Attachments:
None

## Background Information

The Southeastern Colorado Water Conservancy District (SECWCD) is in the process of issuing a contract to design and construct a 7.5 Megawatt Hydroelectric Facility on the North Outlet Works of the Pueblo Dam. The ability to proceed with the project is contingent on entering into a Purchase Power Agreement(s) for the electricity generated. The City of Fountain Utilities Department has partnered with ARPA to retain consulting services to negotiate with SECWCD on the development of Purchase Power Agreement(s) which would split the electricity produced equally between Fountain and ARPA.

Key points related to this project:

- The projected in-service date for the Hydroelectric Facility is May 1, 2018.
- The pricing will be considerably less than our existing wholesale contract.
- Our half of the electricity produced by the hydroelectric is 5 - 7 percent of our total needs.
- An amendment to our existing wholesale power supply contract is required and is in process.
- If an amendment to our existing contract is delayed, we are negotiating assignment of our hydroelectric output to a third party on a short-term basis.

## Recommendation

The Utilities staff recommends approval to enter into a Purchase Power Agreement with SECWCD for one-half of the output of the proposed Pueblo Hydroelectric Facility.

## Proposed Motion

"I move approval to authorize Utilities to enter into a Purchase Power Agreement with SECWCD for one-half of the output of the proposed Pueblo Hydroelectric Facility. This approval is contingent upon a contract amendment with our current wholesale power provider or upon a short-term assignment of the hydroelectric output to a third party".

ST
CM Review

# Regular City Council Meeting

**New Business – 9A**

Items Removed from Consent

*December 20, 2016*

## Summary Information

Title:
Consideration of Items Removed from the Consent Agenda

| | |
|---|---|
| Initiator : City Clerk Huffman | ☒ Council Action |
| Presenter: Silvia Huffman, City Clerk | ☐ Council Information |
| Legal Review: ☐ Yes ☒ No | ☐ 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**

*December 20, 2016*

## Summary Information

Title:

**FIRST READING OF ORDINANCE 1683, AN ORDINANCE REPEALING AND REENACTING ORDINANCE NO 1452, CONCERNING CHAPTER 8.12 (NUISANCES) WITHIN TITLE 8 (HEALTH AND SAFETY) OF THE FOUNTAIN MUNICIPAL CODE**

| | |
|---|---|
| Initiator : City Clerk Huffman | ☒ Council Action |
| Presenter: Kimberly Bailey | ☐ Council Information |
| Legal Review: ☒ Yes ☐ No | ☐ Report to Council |

Summary Overview and List of Attachments:

Ordinances 1452 and 1107 to repeal and reenact Chapters 8.12 & 8.14 (redline and clean versions)

Recommendation of Findings PPT from 10.11.16 City Council presentation (summary report)

Legal Memorandum from Gerald Dahl describing the changes made by the ordinances and addressing the three points addressed by Council: 1) Small Farm considerations with new residential development encroachment; 2) Broaden participants under the delay of enforcement covenant for active out-of-state military; 3) Right of Access and due process protections.

Attachment: Ordinance 1683

## Background Information

In-house staff has worked with third-party land-use legal advisor to aid with measures toward stemming commercial asset blight in the community that protects both property ownership and city services personnel; and aims to mend the void of policy through the Pikes Peak Regional Building Authority. (see attached Legal Memorandum from Gerald Dahl)

## Recommendation

Staff recommends approval of the ordinance, repealing and reenacting Code Chapter 8.12 with revisions.

## Proposed Motion

**" I move to approve Ordinance 1683, AN ORDINANCE REPEALING AND REENACTING ORDINANCE NO 1452, CONCERNING CHAPTER 8.12 (NUISANCES) WITHIN TITLE 8 (HEALTH AND SAFETY) OF THE FOUNTAIN MUNICIPAL CODE, ON FIRST READING"**

ST.

CM Review

**ORDINANCE NO. 1683**

**AN ORDINANCE REPEALING AND REENACTING ORDINANCE NO 1452, CONCERNING CHAPTER 8.12 (NUISANCES) WITHIN TITLE 8 (HEALTH AND SAFETY) OF THE FOUNTAIN MUNICIPAL CODE**

WHEREAS, the City Council of the City of Fountain is authorized by the Home Rule Charter and the Colorado Constitution and statutes to enact and enforce ordinances for the preservation of the public health, safety and welfare; and

WHEREAS, in the exercise of that authority, the City Council has previously adopted Ordinance No. 1452, concerning nuisances; and

WHEREAS, the purpose of the Nuisance Chapter 8.12 is to preserve and protect the public health and safety by establishing standards for the control of nuisance activities and conditions on private property; and

WHEREAS, the City Council has determined that the Nuisance Chapter 8.12 should be repealed and reenacted to enhance its effectiveness and to guarantee property owner due process rights; and

WHEREAS, the City Council finds and determines that the health, safety and welfare of the City and its inhabitants will be preserved, protected and enhanced if the proposed ordinance is adopted.

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

Section 1. Ordinance No 1452 Repealed and Reenacted. Ordinance No. 1452 is hereby repealed and replaced, by repealing and replacing Chapter 8.12 of the Fountain Municipal Code, to read as follows:

**Chapter 8.12**

**NUISANCES**

Sections:


8.12.001 Purpose; Findings
8.12.005 Definitions
8.12.010 Nuisances Prohibited; Violation
8.12.020 Unsanitary Animal and Fowl Enclosures
8.12.030 Offensive, Unsanitary or Hazardous Conditions of Building or Premises
8.12.040 Disorderly House
8.12.050 Applicability of Chapter 8.14
8.12.060 Investigation
8.12.070 Right of Entry.

8.12.080 Abatement Alternatives
8.12.090 Recovery of Expense of Abatement
8.12.100 Summons and Complaint: Municipal Court
8.12.110 Violation; Penalty; Suit

8.12.001 Purpose; Findings. In enacting this Chapter 8.12, the City Council finds and determines this Chapter is necessary for the protection of the public health, safety and welfare. In particular, the City Council finds that nuisance conditions as defined herein:

A. Create or maintain unhealthy and dangerous conditions, including physical hazards such as but not limited to obnoxious odors, fire danger, unsafe buildings and pedestrian ways, unhealthy noise levels or dangers from flooding.

B. Serve as harbors for and create an environment in which illegal acts are encouraged, including graffiti and vandalism of vacant buildings.

C. Serve as an incentive for secondary criminal activities, including sale and use of illegal substances, theft, and prostitution.

D. By creating or maintaining an environment which fosters criminal activity, these nuisance conditions threaten the health and safety of the general public.

E. Negatively affect adjacent properties and businesses by their proximity to properties having these conditions.

F. Require expenditure of additional public funds to address criminal activity associated with such nuisance conditions, diverting limited resources from other important public priorities.

8.12.005 Definitions. For the purposes of this Chapter, the following words shall have the following meanings:

A. "Attractive Nuisance" means a premises which, because of its appearance or condition, encourages criminal and illicit activities, such as, but not limited to persons intending to commit crimes, illegal drug use, sale and distribution, vandalism, prostitution, vagrancy, and theft.

B. "Business day" is each day of the week excluding Saturdays, Sundays, and holidays recognized by the City under section 2.14.510 of the Fountain Municipal Code. Half day holidays shall be treated as a full day holiday.

C. "Code Compliance Officer" means a duly appointed City of Fountain Code Compliance Officer, the City Manager or his designated representative.

D. "Nuisance" or "Nuisance Condition" includes but is not limited to:

2. 1. The conducting or maintaining of any business, occupation or activity prohibited by statute by this Chapter, or in violation of any regulation of the City, the county, or the state. Any building, structure or land open to or used by the general public, the condition of which presents a substantial danger or hazard to public health or safety.

3. Any unlawful pollution or contamination of any surface or subsurface waters in the City, or of the air, or of any water intended for human consumption.

4. Any activity, operation or condition which, after being ordered abated, corrected or discontinued by a lawful order of an agency or officer of the City continues to be conducted or continues to exist in violation of any statute or this Chapter or in violation of any regulation of the City, the county, or the state.
5. Any activity, operation, condition, building, structure, place, premises or thing which is injurious to the health or safety of the citizens of the City, or which is indecent or offensive to the senses so as to interfere with the comfortable enjoyment of life or property.
6. Any vacant, abandoned, or substandard building which attracts or has the potential to attract vagrants and criminal activity as a result of its being obviously unoccupied, or to constitute an attractive nuisance as defined herein.
7. Those specific nuisances described in this Chapter at Section 8.12.010, 8.12.020, 8.12.030, and 8.12.040.
8. Those offenses which are known to the common law as it exists in the State, or as provided by the Statutes of Colorado as nuisances, shall in case the same exists within the City, be treated as a nuisance or nuisances and proceeded against as provided in this Chapter.
9. Any condition which, in the reasonable judgment of the Code Compliance Officer, constitutes a nuisance within the scope of this Chapter.

E. "Owner, Lessee or Occupant" means one who owns, leases or occupies any lot or parcel of land in the City, or any agent, manager, tenant, representative, or employee of such owner, lessee or occupant, having control of any occupied or unoccupied lot or parcel of land in the City, including, without limitation, public and utility easements and drainage ways within such property.

F. "Property" in reference to real property means any occupied or unoccupied lot or parcel of land in the City including, without limitation any structure thereon, public and utility easements and drainage ways located within any lot or parcel of land in the City.

G. "Public view" means visible from the street or other public right-of-way. Upon complaint by an owner, occupant or lessee of a lot or parcel, public view includes being visible from that owner's, occupant's or lessee's lot or parcel of land. (Ord. 1452 §2, 2009) (Ord. 1459 §2, 2009)

H. "Responsible party" means any person who makes or causes a nuisance to exist, or who has possession or control of any real property or premises, whether as the owner, lessee, occupant or person in possession or control of a premises where any nuisance is found, or in the case of a motor vehicle, the owner or operator of the same.

I. "Vacant, abandoned or substandard building" means an building or portion thereof which is vacant, defective, or in such condition of disrepair as to create or constitute a nuisance as herein defined, or so as to substantially diminish the value of surrounding property, or otherwise be substantially detrimental to surrounding properties in their enjoyment, use, or property value. By way of description but not limitation, any one (1) or more of the following conditions may render a building vacant, abandoned or substandard:

1. The building is unoccupied;

2. Any utility service has been discontinued in the building for more than 60 days;
3. Utility service has been shut off or discontinued by a utility provider;
4. Windows or doors are permanently locked and secured.
5. Mail deliveries are obviously accumulating and/or mail delivery has been discontinued.

8.12.010 Nuisances Prohibited; Violation. It is a violation of this Chapter to cause or permit any real property or structure within the City to constitute a nuisance or nuisance condition, as defined herein.

8.12.020 Unsanitary Animal and Fowl Enclosures. Any animal or fowl enclosure or appurtenance thereto in which any animal or fowl is kept, or any other place within the City in which manure or liquid discharges of such animals or fowl accumulates, or which is maintained in an unsanitary condition, allowing an offensive odor to escape therefrom, or providing an insect or rodent attractant, shall be a nuisance. (Ord. 1452 §2, 2009)

8.12.030 Offensive, Unsanitary or Hazardous Conditions of Building or Premises. It is unlawful and constitutes a nuisance for any responsible party to allow any building or premises or appurtenance thereof to become offensive in odor, or to create an unsanitary or hazardous health condition. (Ord. 1452 §2, 2009)

8.12.040 Disorderly house. The keeping of any dwelling, boardinghouse, rooming house or other residential property in violation of any provision of this Chapter or of Chapter 17, including any violation of maximum occupancy limitations imposed by that Chapter or any condition of approval of the use of property imposed by action of the City, is a nuisance. A disorderly house shall also include keeping any such property in a condition or manner which generates law enforcement calls disproportionate to other properties in the neighborhood or which negatively affects neighboring properties and/or residents, whether by continuous or excessive noise or by maintenance of the property in an unwholesome manner, noxious or offensive to others or injurious to public health, safety or welfare, or in a condition which renders it an attractive nuisance as defined herein.

8.12.050 Applicability of Chapter 8.14. All buildings and the portions thereof and including the lot, tract or parcel of land on which the same are located which are determined to be vacant, abandoned, or substandard as defined herein or in Chapter 8.14 of the Fountain Municipal Code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in this Chapter, or in the discretion of the Code Compliance Officer if Chapter 8.14 is applicable, abatement proceedings may be taken pursuant to Chapter 8.14 instead of this Chapter. (Ord. 1452 §2, 2009)

8.12.060 Investigation. The Code Compliance Officer is hereby authorized to investigate any matter at any place within the City which reasonably appears to be in violation of the provisions of this Chapter. Except upon a citizen complaint, the Code Compliance Officer shall have no obligation to investigate violations which are not in public view as defined in this Chapter. (Ord. 1452 §2, 2009)

8.12.070 Right of Entry.

A. Whenever necessary to make an inspection to enforce any of the provisions of this Chapter or whenever the Code Compliance Officer has reasonable cause to believe that there exists upon any property any condition or violation which makes such property unsafe, dangerous, hazardous, unsanitary, or constituting a nuisance, such Code Compliance Officer may enter such property at all reasonable times to inspect it or to perform any duty imposed upon the Code Compliance Officer by this Chapter. If such property is occupied, the Code Compliance Officer shall first present proper credentials and request entry. If such property is unoccupied, the Compliance Officer shall first make a reasonable effort to locate the responsible party and request entry. If such entry is refused, the Code Compliance Officer shall give the responsible party written notice of intent to inspect not sooner than twenty-four (24) hours after the time specified in the notice. If the responsible party cannot be located after a reasonable effort, the Code Compliance Officer shall post upon a conspicuous place upon the property written notice of intent to inspect not sooner than twenty-four (24) hours after the time specified in the notice. The notice shall state that the responsible party has the right to refuse entry prior to the date and time of inspection and that in the event such entry is refused, inspection of the property may be made only upon issuance of a search warrant by a municipal judge of the City.

B. The Code Compliance Officer may appear before the municipal judge and, upon a showing to the judge that grounds for the search warrant exist or that there is probable cause to believe that they exist, shall obtain a search warrant entitling such Code Compliance Officer to enter upon the property, using such reasonable force as may be necessary to gain entry and perform necessary inspection. Such search warrant may, but is not required to, authorize the Code Compliance Officer to secure the property and/or the structure from the outside. The Code Compliance Officer in applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the property at issue in order to obtain a search warrant, but must show some factual or practical circumstances that would cause an ordinary prudent person to act. Any municipal judge of the municipal court of the City shall have the power to issue search warrants pursuant to Rule 241 of the Colorado Municipal Court Rules of Procedure.

C. When the Code Compliance Officer shall have first obtained a search warrant or other remedy provided by law to secure entry to the property, no responsible party shall fail or neglect, after proper request is made, to promptly permit entry by the Code Compliance Officer for the purpose of inspection and examination pursuant to this Chapter.

D. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this Chapter, a Code Compliance Officer may enter upon the property, using such reasonable force as may be necessary. An emergency situation includes any situation of imminent danger of loss of, or injury or damage to, life, limb, property, or threat to public safety. It is unlawful for any responsible party of the property to deny entry to any Code Compliance Officer or to resist reasonable force used by any Code Compliance Officer acting pursuant to this Chapter. (Ord. 1452 §2, 2009) (Ord. 1459 §3, 2009)

E. In the event the Code Compliance Officer is required to enter property and/or take any action in an emergency situation without first securing permission from a responsible party, or a search warrant or other order from the Municipal Court, the property owner shall as soon thereafter as practical be given notice of an opportunity for hearing before an Administrative Hearing Officer in the same manner as provided in Section 8.12.080.E.

8.12.080 Abatement Alternatives. If, after an investigation, the Code Compliance Officer has reason to believe that a building or premises is being maintained in violation of this Chapter, the Code Compliance Officer has the discretion and is empowered to abate nuisances in the City by any or all of the following methods, alone or in combination:

A. Emergency Abatement. Whenever any nuisance is found on any premises in the City reasonably believed to constitute an imminent hazard or an emergency situation exists, the Code Compliance Officer is empowered to immediately cause the same to be summarily abated in such manner as the Code Compliance Officer may direct. The responsible party of the premises subject to emergency abatement may appeal the validity of the abatement by requesting an administrative hearing in writing within fifteen (business days) of the date of abatement. The hearing shall be conducted in the manner set forth at subsection 8.12.080.E.

B. Voluntary abatement and compliance; discretionary authority of the Code Compliance Officer. In furtherance of the City's policy of encouraging voluntary compliance, any person deemed or alleged to be in violation of or not in compliance with any of the provisions of this Chapter shall, to the extent possible or practical and at the direction of the Code Compliance Officer, be notified verbally and/or in writing of such alleged violation or lack of compliance prior to the initiation either of abatement or enforcement proceedings, and shall be offered an opportunity to bring the property into compliance. The Code Compliance Officer is authorized to exercise discretion in investigating and enforcement of violations of this Chapter in furtherance of this policy.

C. Notice and Order to Abate: Owner Abatement

1. As to all nuisances found in any building, or upon any ground or other premises within the City, a ten (10) day written notice, or other reasonable amount of time as determined by the Code Compliance Officer considering the type of violation and the time necessary to correct the violation, shall be given in writing to the responsible party or persons in possession or in charge or in control of any vehicle, or such building or other premises, to remove and abate such nuisances. The notice shall either be served personally or be sent by first class mail to the responsible party of such real property or record owner of the vehicle. Service by mail shall be deemed complete upon mailing. If the written notice is sent by mail, the Code Compliance Officer shall also cause the property where the violation of this Chapter is located to be posted in a conspicuous place visible from an adjacent public right-of-way. Such notice of violation shall state the date issued, the name of the person to whom the notice is issued, the address of the property, the violation(s) cited, a time limit given to remove or correct the cause of such violation, the right to appeal the notice and to request an administrative hearing by making a written demand to the City for a hearing within seven (7) business days of service or posting of the notice, and be signed by the issuing Officer. Such posted notice of violation need not contain the name of the person to whom the notice is issued.
2. If the responsible party of any such vehicle, building or other premises, is unknown or cannot be found, then the notice shall be posted in a conspicuous place on the premises visible from an adjacent public right-of-way.
3. Extension of Time. If the Code Compliance Officer determines that good cause exists, the Code Compliance Officer may extend the time period for removing or

correcting the cause of the violation for an additional time as determined necessary by the Code Compliance Officer to remove or correct the cause of the violation. Good cause may include, but shall not be limited to, additional time needed because of the practical difficulty of removing or correcting the cause of the violation, the age, financial condition, or health of the responsible party of the property, the availability of volunteers to assist the responsible party of the property in removing or correcting the cause of the violation, and other extenuating circumstances.

4. At the expiration of the time for abatement of the nuisance as provided in the notice, the Code Compliance Officer may then abate said nuisance pursuant to subsection D of this Section.
5. The Code Compliance Officer shall have discretion to delay enforcement under this Chapter if, after service or attempted service of the notice and order, the Code Compliance Officer has reason to believe: (i) the responsible party is on active out-of-state military deployment and (ii) apparent violations are not an immediate hazard.

D. Appeal of Notice and Order to Abate. The person who has been served with a notice and order to abate pursuant to this Chapter, or who wishes to appeal any order or decision of the Code Compliance Officer, may, within seven (7) business days after service or posting of the notice, make a written demand to the City for an administrative hearing on the question of whether a violation in fact exists on the subject property. The Code Compliance Officer may also, after issuing a Notice and Order to Abate under Section 8.12.080.C, apply to the Administrative Hearing Officer for an order to enforce the same.

1. Such written demand must be filed with the City Clerk on a form provided for such a hearing by the Clerk. The City may impose a reasonable fee for the hearing and to defray the costs of processing the written demand for a hearing.
2. Unless any nuisance found upon the premises is reasonably believed to constitute an eminent hazard or an emergency situation, once a demand for a hearing has been filed, the obligation to abate is stayed until completion of the hearing.
3. An administrative hearing shall be held within seven (7) business days following receipt by the City of the written demand and at least two (2) business days' notice of the hearing shall be given to the person who made the written demand for the hearing.
4. The administrative hearing shall be conducted by a Hearing Officer who shall be designated by the City Manager. The sole issue before the Hearing Officer shall be whether the condition(s) described in the notice constitutes a violation of this Chapter. If the Hearing Officer finds that a violation exists, the Hearing Officer shall confirm the order that the violation be abated. If the time for abatement set forth in the Notice of Violation has expired the Hearing Officer shall impose a reasonable time for abatement to be accomplished. If the Hearing Officer finds that no violation exists, the Hearing Officer has the authority to vacate the notice.
5. Failure of the responsible party to request a hearing within the stated time period, or failure to appear for the scheduled hearing, shall be deemed a waiver of the right to such hearing.

6. The Hearing Officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. Such hearing shall be recorded. The responsible party, if any, for the subject property shall be given the opportunity to present evidence during the course of the hearing. In addition, members of the public and the City enforcement personnel shall also be given an opportunity to present evidence.
7. At the conclusion of the hearing, the Hearing Officer shall prepare a written decision. A copy of such decision shall be provided to the person requesting the hearing and the enforcement personnel.
8. The decision of the Hearing Officer is the final decision of the City for purposes of judicial review.
9. An appeal of the Hearing Officer's order, pursuant to Colorado Rules of Civil Procedure 106 (a)(4), by either the responsible party or the City, shall be made to a court of competent jurisdiction. If the Hearing Officer confirms the abatement order, the date for abatement set forth in the notice and order shall apply unless a stay is ordered by the court, to which an appeal is made. (Ord. 1452 §2, 2009)

E. City Abatement. If any responsible party neglects or refuses to abate the nuisance in accordance with the notice as provided in this Section, the Code Compliance Officer may take such action as reasonably necessary to abate said nuisance. Such action may include, without limitation, removal of items identified in the notice as contributing to the nuisance condition, and disposing of the same, filling excavations, boarding up and securing buildings and other actions, and assess costs and fees of such abatement against the property upon which the nuisance was maintained or against the owner thereof in the manner set forth in Section 8.12.090.

F. Civil Action. When an alleged violation of this chapter has not been abated or corrected within the time specified in any notice to abate, the City may bring a civil action in the municipal court or in any other court with jurisdiction, and in addition to all other abatment alternatives, to have the violation declared as such by the court and for an order enjoining the condition or authorizing its restraint, removal, termination, repair, demolition or abatement by the responsible party or by the City.

8.12.090 Recovery of Expense of Abatement.

A. The actual costs of abatement, including attorney fees and costs, plus fifteen (15) percent of such abatement costs for inspection, a minimum fee assessment of one hundred dollars ($100.00) and other incidental costs of abatement, shall be assessed upon the lot, lots or tracts of land upon which such violation is abated.

B. Such costs shall be paid to the City within thirty (30) days after the City has mailed notice of the assessment by certified mail to the owner of the property. Service shall be complete upon depositing the notice within the United States Postal Service, postage prepaid for certified mail. Every such assessment shall be a lien in the several amounts assessed against such lot, lots or tract of land until paid.

C. Failure to pay such assessment within such period of thirty (30) days shall cause such assessment to become a lien against such lot, block or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified

at any time after such failure to so pay the same, by the City pursuant to CRS 31-20-105 to the county treasurer to be placed upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with fifteen (15) percent penalty to defray the cost of collection.

D. The City may also collect by suit its expenses of abatement.

8.12.100 Summons and Complaint: Municipal Court.

A. If, after ten (10) business days from the date of serving a notice of violation of this Chapter, the cause of such violation has not been removed or corrected, and if an administrative hearing is not pending, a summons and complaint into the Municipal Court may be issued to the person or persons named in the notice of violation was served unless satisfactory arrangements for an extension of time have been made with the Code Compliance Officer.

B. If, after the expiration of any extension of time authorized by the by the Code Compliance Officer, if an administrative hearing is not pending, and if the cause of such violation has not been removed or corrected, a summons and complaint into the Municipal Court may be issued to the person or persons named in the notice of violation.

C. If, after an administrative hearing, the Hearing Officer finds that a violation exists, if any time authorized by the Hearing Officer for abatement of the violation has expired, and if the cause of such violation has not been removed or corrected, a summons and complaint into the Municipal Court may be issued to the person or persons named in the notice of violation.(Ord. 1452 §2, 2009)

8.12.110 Violation; Penalty; Suit

A. Except for minor offenders under section 1.08.020 of the Fountain Municipal Code, any person convicted for the violation of this Chapter shall be punished by a fine of not more than one thousand dollars ($1,000.00).

B. Each day during which any person commits, or allows to remain unabated, any of the actions specified as unlawful in this Chapter shall constitute a separate offense. Multiple violations of this Chapter may be included on a single notice to abate or a single summons and complaint without any requirement to issue additional citations, summons or complaint.

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

Introduced, read and passed this _____ day of _____, 20__, by the City Council, Fountain, Colorado, approved by the Mayor, and ordered published in the El Paso County Advertiser and News, a newspaper of general circulation in the City of Fountain, Colorado, and approved by the Mayor.

_____
Gabriel P. Ortega, Mayor

ATTEST:

_____
Silvia Huffman, City Clerk

Passed on second and final reading, as amended, this _____day of _____, 20__, by the City Council, Fountain, Colorado approved by the Mayor, and ordered published in the El Paso County Advertiser and News, a newspaper of general circulation in the City of Fountain, Colorado.

_____
Gabriel P. Ortega, Mayor

ATTEST:

_____
Silvia Huffman, City Clerk

# Regular City Council Meeting

**New Business -9C**

*December 20, 2016*

## *Summary Information*

Title:

**FIRST READING OF ORDINANCE 1684 AN ORDINANCE REPEALING AND REENACTING ORDINANCE NO 1107, CONCERNING CHAPTER 8.14 (PROPERTY MAINTENANCE CODE FOR NON-OWNER OCCUPIED HOUSING AND LEASED NON-RESIDENTIAL ESTABLISHMENTS) WITHIN TITLE 8 (HEALTH AND SAFETY) OF THE FOUNTAIN MUNICIPAL CODE**

| | |
|---|---|
| Initiator : City Clerk Huffman | ☒ Council Action |
| Presenter: Kimberly Bailey | ☐ Council Information |
| Legal Review: ☒ Yes ☐ No | ☐ Report to Council |

Summary Overview and List of Attachments:

Ordinances 1452 and 1107 to repeal and reenact Chapters 8.12 & 8.14 (redline and clean versions)

Attachment: Ordinance 1684

## *Background Information*

In-house staff has worked with third-party land-use legal advisor to aid with measures toward stemming commercial asset blight in the community that protects both property ownership and city services personnel; and aims to mend the void of policy through the Pikes Peak Regional Building Authority. (see attached Legal Memorandum from Gerald Dahl)

## *Recommendation*

Staff recommends approval of the ordinance, repealing and reenacting Code Chapter 8.14 with revisions.

### *Proposed Motion*

**" I move to approve ORDINANCE 1684 AN ORDINANCE REPEALING AND REENACTING ORDINANCE NO 1107, CONCERNING CHAPTER 8.14 (PROPERTY MAINTENANCE CODE FOR NON-OWNER OCCUPIED HOUSING AND LEASED NON-RESIDENTIAL ESTABLISHMENTS) WITHIN TITLE 8 (HEALTH AND SAFETY) OF THE FOUNTAIN MUNICIPAL CODE ON FIRST READING**

S.J.

CM Review

# ORDINANCE NO. 1684

## AN ORDINANCE REPEALING AND REENACTING ORDINANCE NO 1107, CONCERNING CHAPTER 8.14 (PROPERTY MAINTENANCE CODE FOR NON-OWNER OCCUPIED HOUSING AND LEASED NON-RESIDENTIAL ESTABLISHMENTS) WITHIN TITLE 8 (HEALTH AND SAFETY) OF THE FOUNTAIN MUNICIPAL CODE

WHEREAS, the City Council of the City of Fountain is authorized by the Home Rule Charter and the Colorado Constitution and statutes to enact and enforce ordinances for the preservation of the public health, safety and welfare; and

WHEREAS, in the exercise of that authority, the City Council has previously adopted Ordinance No. 1107, concerning a property maintenance code for non-owner-occupied housing and leased non-residential establishments; and

WHEREAS, the purpose of this Property Maintenance Code is to provide minimum standards to safeguard the health and safety of the occupants of structures and of the general public; and

WHEREAS, the City Council has determined that the Property Maintenance Code should be repealed and reenacted to enhance its effectiveness and to guarantee property owner due process rights; and

WHEREAS, the City Council finds and determines that the health, safety and welfare of the City and its inhabitants will be preserved, protected and enhanced if the proposed ordinance is adopted.

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

Section 1. Ordinance No. 1107 Repealed and Reenacted. Ordinance No. 1107 is hereby repealed and replaced, by repealing and replacing Chapter 8.14 of the Fountain Municipal Code, to read as follows:

## Chapter 8.14

## PROPERTY MAINTENANCE CODE FOR NON-OWNER OCCUPIED HOUSING AND NON-RESIDENTIAL BUILDINGS

Sections:

8.14.010 Findings; Purpose
8.14.020 Applicability
8.14.030 Compliance Required

8.14.040 Vacant, Abandoned and Substandard Dwellings and Non-residential Structures Declared Nuisances
8.14.050 Designated Substandard Buildings and Property
8.14.060 Maintenance of Premises
8.14.070 Enforcement Generally
8.14.080 Right of Entry
8.14.090 Reserved
8.14.100 Standards for Order to Repair, Vacate, or Demolish
8.14.110 Repair of Substandard Buildings Required
8.14.120 Enforcement Alternatives
8.14.130 Voluntary Abatement
8.14.140 Notice and Order for Owner Abatement
8.14.150 Service of Notice and Order
8.14.160 City Abatement
8.14.170 Emergency Abatement
8.14.180 Civil Action
8.14.190 Appeals
8.14.200 Violation; Penalty
8.14.210 Recovery of Expense of Enforcement
8.14.220 Definitions

8.14.010 Purpose; Findings.

A. The purpose of this Chapter is to provide minimum standards to safeguard life, health, property and the public's welfare by regulating and controlling the use and occupancy, location and maintenance of all non-owner occupied housing and nonresidential buildings, including the lot, tract, or parcel of land on which the same are located. (Ord. 1107, §1, 2000)

B. The City Council finds and declares that this Chapter 8.14 is necessary for the protection of the public health, safety and welfare. Specifically, the City Council finds that the existence of substandard non-owner-occupied housing and substandard nonresidential buildings (hereinafter in this Chapter collectively "substandard buildings") threaten and impair the public in the following ways, without limitation. Such substandard buildings:

1. Create or maintain unhealthy and dangerous conditions, including physical hazards such as, but not limited to obnoxious odors, fire danger, unsafe buildings and pedestrian ways, unhealthy noise levels and dangers from flooding.

2. Serve as harbors for and create an environment in which illegal acts are encouraged, including graffiti and vandalism of vacant buildings.

3. Serve as an incentive for secondary criminal activities, including sale and use of illegal substances, thefts, and prostitution.

4. By creating or maintaining an environment which fosters criminal activity, these nuisance conditions threaten the health and safety of the general public.

5. Negatively affect adjacent properties and businesses by their proximity to properties having these conditions.

6. Require expenditure of additional public funds to address criminal activity associated with such nuisance conditions, diverting limited resources from other important public priorities.

7. Serve as an attractive nuisance, and in so doing, attract vagrants and persons intending to commit crimes, including drug use, sale and distribution, vandalism, prostitution, vagrancy, and theft.

8. Render the immediate area of such buildings unwelcome and unsafe for the members of the public.

9. Depress legitimate economic activity in the area of such buildings and impairs the efforts of the City to promote economic development of the area.

8.14.020 Applicability.

A. This Chapter applies to all buildings or portions of buildings used or designed to be used for human habitation of non-owner occupied housing, and to nonresidential buildings as defined in Section 8.14.150. This includes any dwelling unit, guest room or hotel; and any mobile home as defined in Chapter 17 of the Fountain Municipal Code, or any other similar place intended for human habitation or non-residential use, which is leased, rented, or otherwise occupied by a person who is not the fee owner of record of said building, mobile home or portion thereof buildings within the City of Fountain.

B. Any new work or construction shall comply with the Uniform Building Code. (Ord.1107, §1, 2000)

8.14.030 Compliance Required. It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use, occupy or maintain any building or structure including the lot, tract, or parcel of land on which the same is located or cause or permit the occupancy in violation of this Chapter. (Ord. 1107, §1, 2000)

8.14.040 Vacant, Abandoned and Substandard Dwellings and Non-residential Structures Declared Nuisances. All buildings or portions thereof including the lot, tract, or parcel of land on which the same is located which are determined to be vacant, abandoned or substandard as defined in this Chapter are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures specified in this Chapter.

8.14.050 Designated Substandard Buildings and Property. Any building or portion thereof including any leased or rented dwelling unit, guestroom or suite of rooms, non-residential structure or the premises which the same is located in which there exists any one (1) or more of the following listed conditions to an extent that endangers life, health, safety, property or welfare of the public or the occupant shall be deemed and hereby declared to be a substandard building:

A. The premises are so defective, unsightly, or in such condition of disrepair that they substantially diminish the value of surrounding property or are otherwise substantially detrimental to surrounding properties. Manifestation of this condition shall include, but shall not be limited to, the keeping or disposing of, or the scattering over the premises, of any of the following:

1. Junk, trash, or debris as controlled in Chapter 8.04 (Weeds and Refuse), Chapter 8.12 (Nuisances), Chapter 8.20 (Junk, Junkyards and Junk Vehicles), Chapter 9.20 II. (Litter), and Chapter 12.12 (Sidewalks) of the Fountain Municipal Code.
2. Abandoned, discarded, or unusable appliances or equipment such as furniture, stoves, water heaters, refrigerators, or freezers, or other objects of similar nature.
3. Stagnant water or an excavation.
4. Any device, decoration, design, fence, or structure which is unsightly by reason of its condition or its inappropriate location, of which is no longer in its original or upright position, or which has deteriorated due to lack of maintenance.

B. The premises are so out of harmony or conformity with the maintenance standard of adjacent properties and the neighborhood as to cause substantial diminution of the enjoyment, use, or property values of adjacent properties and the neighborhood.

C. The premises is obviously unoccupied such that it serves as an attractive nuisance and encourages criminal and illicit activity, such as, but not limited to persons intending to commit crimes, illegal drug use, sale and distribution, vandalism, prostitution, vagrancy, and theft.

D. The premises are abandoned, boarded-up, partially destroyed, or left unreasonably in a state of partial construction, or with respect to which there has been a failure to timely complete any renovation or alteration within the relevant time periods for the same.

E. Buildings have dry rot, warping, animal or insect infestation.

F. The premises have broken doors, broken windows or other broken attachments such as gutters, garage doors, siding or roofing that cause hazardous conditions and invite trespassers and malicious mischief.

G. The landscaping on premises has not been maintained as follows:

1. The majority of plant materials has not been adequately irrigated and maintained and is dead or dying.
2. Trees or shrubs have not been trimmed and are overhanging public rights-of-way or other properties.
3. Weeds as defined in Section 8.04.020 of the Fountain Municipal Code have grown over nine inches and have not been removed.
4. Dead or diseased plantings have not been removed or replaced.

H. The exterior of the building has not been maintained so as to present a neat and orderly appearance, which is compatible with the neighborhood, including, but not limited to the following conditions and standards:

1. Windows are cracked or broken.
2. Painted surfaces are substantially cracked or peeling or the paint has deteriorated to the point where the bare surface is substantially exposed.
3. The building has otherwise not been substantially maintained as evidenced by missing exterior wall coverings.

I. Off-street parking areas are characterized by pavement deterioration, chuckholes, pavement failure, or cave-in.

J. Inadequate sanitation including but not limited to the following is found on the premises:

1. Lack of or improper water closet, lavatory, bathtub or shower in a dwelling unit as defined in the City adopted Uniform Building Code.
2. Lack of hot and cold running water to plumbing fixtures in any habitable unit as defined in the City adopted Uniform Building Code.
3. Lack of adequate heating facilities as defined in the City adopted Uniform Building Code.
4. Lack of light and ventilation as defined in the City adopted Uniform Building Code.
5. Lack of required electric lighting as defined in the City adopted Uniform Building Code.
6. Lack of connection to required sewage disposal system as defined in the City adopted Uniform Building Code. Any other unsanitary condition.
7. Any other unsanitary condition.

K. Missing, inoperable, improperly installed or improperly operating appliances.

L. Any building or portion, device, apparatus, equipment, combustible waste or vegetation which, in the opinion of the Fire Chief, is in such a condition to cause a fire or explosion or provide ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

M. Any other condition of a building or premises that may be considered a nuisance, safety or health problem in the opinion of the Code Compliance Officer based upon adopted El Paso County or State health requirements, adopted Uniform Building, Plumbing, Electrical or Fire Codes. (Ord. 1107, §1, 2000)

8.14.060 Maintenance of Premises.

A. Every owner remains liable for violations of duties imposed by this Chapter even though an obligation is imposed on the occupants of the building and even through the owner has by agreement imposed on the occupant the duty of furnishing required equipment or of complying with this Chapter. Nothing herein shall by construed as limiting or interfering in any way, the right of any persons to establish by written contract specific responsibilities or owners and occupants for the purpose of leasing or renting non-owner occupied housing or leased nonresidential property. Every responsible party, in addition to being responsible for maintaining the building in a sound structural condition, shall be responsible for keeping that part of the building or premises which the responsible party occupies or controls in a safe and sanitary condition including the shared or public area in a building containing two (2) or more dwelling units.

B. Every responsible party of a dwelling unit or non-residential property, in addition to being responsible for keeping the same in a clean, sanitary, and safe condition that part of the unit or premises which said occupant controls, shall dispose of all rubbish, garbage, and other organic waste in a manner required by Chapter 8.04 (Weeds and Refuse), Chapter 8.12 (Nuisances), Chapter 8.20 (Junk, Junkyards and Junk Vehicles), Chapter 9.20 II. (Litter), and Chapter 12.12 (Sidewalks) of the Fountain Municipal Code.

C. Every responsible party shall maintain the building free from all of the conditions listed in Section 8.14.050.

D. Every responsible party shall, when required by this Chapter, other provisions of the Fountain Municipal Code, or the El Paso County Health Department, furnish and maintain approved devices, equipment or facilities necessary to keep the premises safe and sanitary. (Ord. 1107, §1, 2000)

8.14.070 Enforcement Generally.

A. Any occupant of a dwelling unit or non-residential building, or any resident of the City of Fountain may file a complaint with the Code Compliance Officer stating that a building or premises are in violation of this Chapter. The Code Compliance Officer may in the course of his daily duties find that the provisions of this Chapter are being violated.

B. If the Code Compliance Officer finds that any of the provisions of this Chapter are being violated, the Officer shall notify in writing the person responsible for such violation, indicating the nature of the violation and ordering the action necessary to correct it. For such purposes, the Code Compliance Officer shall have the powers of a law compliance officer as enumerated in Chapter 2.14 (Personnel Policies and Procedures) of the Fountain Municipal Code.

C. No oversight or dereliction or error on the part of the Code Compliance Officer or on the part of any other official or employee of the City of Fountain shall legalize, authorize, or excuse the violation of any provisions of this Chapter. (Ord. 1107, §1, 2000)

D. The Code Compliance Officer is hereby authorized to investigate any matter at any place within the City which reasonably appears to be in violation of the provisions of this Chapter. Except upon a citizen complaint, the Code Compliance Officer shall have no obligation to investigate violations which are not in public view as defined in this Chapter. (Ord. 1452 §2, 2009)

8.14.080 Right of Entry.

A. Whenever necessary to make an inspection to enforce any of the provisions of this Chapter or whenever the Code Compliance Officer has reasonable cause to believe that there exists upon any property any condition or violation which makes such property unsafe, dangerous, hazardous, unsanitary, or constituting a nuisance, such Code Compliance Officer may enter such property at all reasonable times to inspect it or to perform any duty imposed upon the Code Compliance Officer by this Chapter. If such property is occupied, the Code Compliance Officer shall first present proper credentials and request entry. If such property is unoccupied, the Compliance Officer shall first make a reasonable effort to locate the responsible party and request entry. If such entry is refused, the Code Compliance Officer shall give the responsible party written notice of intent to inspect not sooner than twenty-four (24) hours after the time specified in the notice. If the responsible party cannot be located after a reasonable effort, the Code Compliance Officer shall post upon a conspicuous place upon the property written notice of intent to inspect not sooner than twenty-four (24) hours after the time specified in the notice. The notice shall state that the owner, lessee or occupant has the right to refuse entry prior to the date and time of inspection and that in the event such entry is refused, inspection of the property may be made only upon issuance of a search warrant by a municipal judge of the City.

B. The Code Compliance Officer may appear before the municipal judge and, upon a showing to the judge that grounds for the search warrant exist or that there is probable cause to believe that they exist, shall obtain a search warrant entitling such Code Compliance Officer to enter upon the property, using such reasonable force as may be necessary to gain entry and perform necessary inspection. Such search warrant may, but is not required to, authorize the Code Compliance Officer to secure the property and/or the structure from the outside. The Code Compliance Officer in applying for such warrant shall not be required to demonstrate specific knowledge of the condition of the property at issue in order to obtain a search warrant, but must show some factual or practical circumstances that would cause an ordinary prudent person to act. Any municipal judge of the municipal court of the City shall have the power to issue search warrants pursuant to Rule 241 of the Colorado Municipal Court Rules of Procedure.

C. When the Code Compliance Officer shall have first obtained a search warrant or other remedy provided by law to secure entry to the property, no responsible party shall fail or neglect, after proper request is made, to promptly permit entry by the Code Compliance Officer for the purpose of inspection and examination pursuant to this Chapter.

D. Whenever an emergency situation exists in relation to the enforcement of any of the provisions of this Chapter, a Code Compliance Officer may enter upon the property, using such reasonable force as may be necessary. An emergency situation includes any situation of imminent danger of loss of, or injury or damage to, life, limb, property, or threat to public safety. It is unlawful for any responsible party of the property to deny entry to any Code Compliance Officer or to resist reasonable force used by any Code Compliance Officer acting pursuant to this Chapter. (Ord. 1452 §2, 2009) (Ord. 1459 §3, 2009)

E. In the event the Code Compliance Officer is required to enter property and/or take any action in an emergency situation without first securing a search warrant or other order from the Municipal Court, the property owner shall as soon thereafter as practical be given notice of an opportunity for hearing before an Administrative Hearing Officer in substantially the same manner as provided in Section 8.14.160.B.

8.14.090 Reserved.

8.14.100 Standards for Order to Repair, Vacate, or Demolish. The Code Compliance Officer shall follow the following standards in ordering the repair, vacation, or demolition of any substandard building or structure:

A. If any building is declared a substandard building under this Chapter, it shall either be repaired in accordance with the City adopted Uniform Building Code, except as provided herein, or shall be demolished at the option of the building owner.

B. When repair is ordered, immediate repair shall secure the building from unauthorized entry and from the elements; however, such immediate repair may only be in place until permanent repairs are made. The owner (or the City, if necessary under Section 8.14.160) shall permanently repair the building using like materials to the original, such as to render the building normal in use and appearance.

C. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or of the occupants, it shall be ordered to be vacated. (Ord. 1107, §1, 2000)

D. Any building ordered to be vacated shall be fully and completely secured from entry by the general public, pending its repair or demolition.

E. It is the intent of this Chapter that the Code Compliance Officer is authorized to request (and if the request is not honored by the responsible party), to require and/or perform at the owner's cost any repair, remodel, or reconstruction, as an alternative to demolition.

8.14.110 Repair of Substandard Buildings Required. Whenever the Code Compliance Officer has inspected or caused to be inspected any building and has found and determined that such building is a substandard building, the Officer shall commence proceedings to cause the repair, rehabilitation, vacation, or demolition of the building through one or more of the enforcement alternatives described in Section 8.14.120. (Ord. 1107, §1, 2000)

8.14.120 Enforcement Alternatives. When a violation of this Chapter exists, the City may pursue any one or more of the following enforcement alternatives:

A. Voluntary Abatement as provided by Section 8.14.130;

B. Notice and Order for Owner Abatement as provided by Sections 8.14.140 and 8.14.150;

C. City Abatement, as provided by Section 8.14.160;

D. Emergency Abatement as provided by Section 8.14.170.

E. Civil Action as provided by Section 8.14.180.

In addition, and not in limitation of the foregoing the City may also, singly or in combination with the foregoing enforcement actions, revoke, refuse to issue, or cease processing any application for any permit, administrative approval or land use application relating to the real property which is the subject of the alleged violation of this Chapter until the violation has been abated.

8.14.130 Voluntary abatement and compliance; discretionary authority of the Code Compliance Officer. In furtherance of the City's policy of encouraging voluntary compliance, any person deemed or alleged to be in violation of or not in compliance with any of the provisions of this Chapter shall, to the extent possible or practical and at the direction of the Code Compliance Officer, be notified orally and/or in writing of such alleged violation or lack of compliance prior to the initiation either of abatement or enforcement proceedings, and shall be offered an opportunity to bring the property into compliance. The Code Compliance Officer is authorized to exercise discretion in investigating and enforcement of violations of this chapter in furtherance of this policy.

8.14.140 Notice and Order for Owner Abatement. In the event voluntary abatement does not take place, the Code Compliance Officer may issue a notice and order directed to the record owner of the property. The notice and order shall contain:

A. The street address or legal description of the premises upon which the building is located.

B. A statement that the Code Compliance Officer has found the building to be substandard with a brief and concise description of the conditions found to render the building dangerous under the provision of 8.14.050.

C. A statement of the action required to be taken as determined by the Code Compliance Officer, which shall state one (1) or more of the following:

1. The Code Compliance Officer has determined that the building or structure must be repaired, the order shall require that all required permits be secured and the work physically commenced within such time not to exceed sixty (60) days from

the date of the order and completed within such time as the Code Compliance Officer shall determine is reasonable under all of the circumstances.

2. The Code Compliance Officer has determined that the building or structure must be vacated within a reasonable time from the date of the order as specified under Chapter 16 of the Fountain Municipal Code.

3. The Code Compliance Officer has determined that the building or structure must be demolished. The order shall require that the building be vacated within such time as the Code Compliance Officer shall determine reasonable not to exceed sixty (60) days from the date of the order, that all required permits be secured within sixty (60) days from the date of the order and that the demolition be completed within such time as the Officer shall determine is reasonable.

D. Statements advising that if any required repair or demolition work without vacation also being required is not commenced within such time specified, the Officer will order the building vacated and posted to prevent further occupancy until the work is completed.

E. Statements advising that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the Code Compliance Officer to the Fountain Board of Adjustment, provided that the appeal is made in writing as provided in this Chapter, and filed within thirty (30) days from the date of service of such notice and order; and that failure to appeal will constitute a waiver of all right to administrative hearing and determination of the matter. (Ord. 1107, §1, 2000)

8.14.150 Service of Notice and Order.

A. The notice, order, and any amended or supplemental notice and order shall be served upon the record owner and posted on the property. One (1) copy shall be served on each of the following if known to the Code Compliance Officer or disclosed from official public records: the holder of any mortgage or deed of trust or other lien or encumbrance of record, the owner or holder of any lease of record and the holder in or to the building or the land on which it is located. The failure of the Code Compliance Officer to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any person duly served or relieve any such person from any duty or obligation imposed on the Officer by the provision of the Chapter.

B. Service of the notice and order shall be made upon all person entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at the address as it appears on the last equalized assessment roll of El Paso County or as known to the Code Compliance Officer. If no address of any such person so appears or is known to the Officer, then a copy of the notice and order shall be mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this Chapter. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

C. Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the person effecting service, declaring the time, date, and manner in which service was made. The declaration, together with any receipt card returned in acknowledgement of receipt by certified mail shall affix to the copy of the notice and order retained by the Code Compliance Officer.

D. Immediate and imminent hazards to the public health and safety, determined by the Code Compliance Officer, Fire Department, or El Paso County Health Department, found to exist in any dwelling, guestroom, or in any building containing such, or upon any premises containing such building thereon may be subject to immediate abatement as specified in this Chapter. (Ord. 1107, §1, 2000)

E. The Code Compliance Officer shall have discretion to delay enforcement under this Chapter if, after service or attempted service of the notice and order, the Code Compliance Officer has reason to believe: (i) the responsible party is on active out-of-state military deployment and (ii) apparent violations are not an immediate hazard.

8.14.160 City Abatement.

A. In the event the responsible party fails or refuses to comply with the Code Compliance Officer's Notice and Order, the City may begin the City abatement process.

B. Abatement upon Administrative Hearing Officer Order. In the event the Code Compliance Officer determines that the nature of the violation is sufficiently serious as to require an order to abate, the Code Compliance Officer shall apply to the Administrative Hearing Officer for an abatement order, as follows:

1. The application shall be accompanied by an affidavit affirming that the City has complied with the notice requirements of Sections 8.14.140 and 8.14.150 and that the responsible party has failed to abate the identified violation.

2. The City shall give notice to the responsible party of its application for the abatement order in the same manner as provided above for service of the original notice to abate. The City's notice to the last known address of the responsible party as reflected in the records of the El Paso County Clerk and Recorder shall be considered adequate notwithstanding any error in the county's records. The Code Compliance Officer may reasonably rely upon current county records to obtain an accurate address.

3. The notice of application for an abatement order shall include a copy of the City's application and its affidavit in support thereof, as well as the time, date, and place at which the City will appear before the Administrative Hearing Officer to request entry of the abatement order.

4. At the stated time, date, and place, the Administrative Hearing Officer shall review the application for administrative abatement order, the affidavit, any

statement of the City in support thereof, as well as any statement and evidence presented by the owner, if present.

5. Thereafter, the Administrative Hearing Officer is authorized to enter an order permitting the City to enter upon such property, abate the same and recover its costs as provided by Section 8.14.210.

6. The decision of the Administrative Hearing Office is the final decision of the City for purposes of judicial review.

C. At any hearing conducted pursuant to subsection (B) of this section, the Administrative Hearing Officer may consider evidence of actual notice received by an owner in determining whether adequate notice of a violation or of a citation has been provided. The Administrative Hearing Officer may find that notice is adequate despite a lack of technical compliance with subsection (2) hereof upon evidence that an owner received actual notice of a written notice to abate a reasonable amount of time prior to the expiration of the abatement period.

8.14.170 Emergency abatement. If in the judgment of the Code Compliance Officer a violation of this Chapter is a cause of imminent danger to the public health, safety and welfare, any such violation may be summarily abated by the City, and costs of abatement shall be charged and recovered as provided by Section 8.14.210. In all such cases, the owner shall be given notice of a post-abatement hearing before the Administrative Hearing Officer substantially in the manner set forth in Section 8.14.160.B and an opportunity at that time to contest the validity of the abatement.

8.14.180 Civil Action. When an alleged violation of this chapter has not been abated or corrected within the time specified in any notice to abate, the city may bring a civil action in the municipal court or in any other court with jurisdiction to have the violation declared as such by the court and for an order enjoining the condition or authorizing its restraint, removal, termination, repair, demolition or abatement by the responsible party or by the City.

8.14.190 Appeals from Administrative Decisions. Any person or persons, firm or corporation, or any board, taxpayer, department or bureau of the City aggrieved by any decision of the Code Compliance Officer may seek review by the Administrative Hearing Officer in substantially the manner set forth in Section 8.14.160.B. A petition for such review shall be filed within thirty (30) days after any Order is issued by the Code Compliance Officer. It shall not be a condition precedent to such review that the Code Compliance Officer reconsiders his decision. (Ord. 1107, §1, 2000)

8.14.200 Violations and Penalty.

A. Any person, partnership or corporation who is in violation of this Chapter, shall, on conviction thereof, be punished by a fine of not less than Two Hundred Fifty Dollars ($250.00) nor more than One Thousand Dollars ($1,000.00), provided however, that nothing

contained in this section shall impair the ability of the City to enforce the other remedial provisions provided in this Chapter.

B. As a portion of any judgment, fine or assessment levied upon conviction of a violation of this article the court shall order that the violation be abated within a time established by the court, but in no event to exceed thirty (30) days from the date of conviction. Failure to abate within the time so ordered may constitute contempt of court, and shall be punishable as such. The order shall also provide that, in the event the defendant has not abated the violation within thirty (30) days after the court order, the City or its agents are authorized to do so.

C. In addition to any fines levied hereunder, the court shall impose, as a portion of the costs assessed against the defendant, any costs incurred by the City in prosecuting, enforcing and abating the violation.

D. Each day during which any person commits, or allows to remain unabated, any of the actions specified as unlawful in this chapter shall constitute a separate offense. Multiple violations of this Chapter may be included on a single notice to abate or a single summons and complaint without any requirement to issue additional citations, summons or complaint.

8.14.210 Recovery of Expense of Enforcement.

A. The actual costs of abatement, including attorney fees and costs, plus fifteen (15) percent of such abatement costs for inspection, a minimum fee assessment of one hundred dollars ($100.00) and other incidental costs of abatement, shall be assessed upon the lot, lots or tracts of land upon which such violation is abated.

B. Such costs shall be paid to the City within thirty (30) days after the City has mailed notice of the assessment by certified mail to the owner of the property. Service shall be complete upon depositing the notice within the United States Postal Service, postage prepaid for certified mail. Every such assessment shall be a lien in the several amounts assessed against such lot, lots or tract of land until paid.

C. Failure to pay such assessment within such period of thirty (30) days shall cause such assessment to become a lien against such lot, block or parcel of land and shall have priority over all liens, except general taxes and prior special assessments, and the same may be certified at any time after such failure to so pay the same, by the City pursuant to CRS 31-20-105 to the county treasurer to be placed upon the tax list for the current year and to be collected in the same manner as other taxes are collected, with fifteen (15) percent penalty to defray the cost of collection.

D. The City may also collect by suit its expenses of abatement.

8.14.220 Definitions. For the purposes of this Chapter, certain terms, phrases, works, and their derivatives shall be construed as specified in either this Chapter or as specified in the City adopted Uniform Building Code. Where terms are not defined, they shall have their ordinary accepted meaning within the context with which they are used. Webster's Dictionary of the English Language, Unabridged, copyright 1999, shall be considered as providing ordinary

accepted meanings. As used in this Chapter, the following terms shall have the meaning indicated:

A. *Attractive Nuisance* shall mean a premises which, because of its appearance or condition, encourages criminal and illicit activities, such as, but not limited to persons intending to commit crimes, illegal drug use, sale and distribution, vandalism, prostitution, vagrancy, and theft.

B. *City or Uniform Building Code* shall mean the latest edition of the Uniform Building Code as adopted by the City.

C. *City or Uniform Electrical Code* shall mean the latest edition of the Uniform Electric Code.

D. *City or Uniform Mechanical Code* shall mean the latest edition of the Uniform

Mechanical Code.

E. *City or Uniform Plumbing Code* shall mean the latest edition of the Uniform Plumbing Code or other recognized standard as adopted by the City.

F. *Code Compliance Officer means a duly appointed City of Fountain Code Compliance* Officer, the City Manager or his designated representative.

G. *Habitable room* shall mean a room or enclosed floor space used or intended to be used or designed to be used for living, sleeping, eating, or cooking, excluding bathrooms, toilet compartments, closets, laundry rooms, halls, and storage or utility spaces.

H. *Health Officer* shall mean the legally designated head of the County Department of Health or the Health Officers' authorized agent.

I. *Hot water* shall mean hot water supplied to plumbing fixtures at a temperature of not less than one hundred ten° (110) degree Fahrenheit.

J. *Non-residential establishment* shall mean any building or portion thereof, including the lot, tract or parcel of land on which the same is located, containing any nonresidential enterprise unit intended to house a business establishment.

K. *Non-owner occupied housing* shall mean any building or portion thereof, including the lot, tract, or parcel of land on which the same is located, containing any dwelling unit, guest room or hotel; and any mobile home as defined in Chapter 17 of the Fountain Municipal Code, or any other similar place intended for human habitation, which is leased, rented, or otherwise occupied by a person who is not the fee owner of record of said building, mobile home or portion thereof. (Ord. 1107, §1, 2000)

L. *Public View* means visible from the street or other public right-of-way. Upon complaint by an owner, occupant or lessee of a lot or parcel, public view includes being visible

from that owner's, occupant's or lessee's lot or parcel of land. (Ord. 1452 §2, 2009) (Ord. 1459 §2, 2009)

M. *Responsible party* shall mean any person who makes or causes a nuisance to exist, or who has possession or control of any real property or premises, whether as the owner, lessee, occupant or person in possession or control of a premises where any nuisance is found, or in the case of a motor vehicle, the owner or operator of the same.

N. *Substandard building* shall mean any building, and if applicable, the lot, tract or parcel of real property upon which the same is located and any appurtenant structures thereto, which exhibits any of the conditions listed in Section 8.14.050.

O. *Vacant, abandoned or substandard building* shall mean a building or portion thereof which is vacant, defective, or in such condition of disrepair as to create or constitute a nuisance as herein defined, or so as to substantially diminish the value of surrounding property, or otherwise be substantially detrimental to surrounding properties in their enjoyment, use, or property value. By way of description but not limitation, any one (1) or more of the following conditions may render a building vacant, abandoned or substandard:

1. The building is unoccupied;
2. Any utility service has been discontinued in the building for more than 60 days;
3. Utility service has been shut off or discontinued by a utility provider;
4. Windows or doors are permanently locked and secured.
5. Mail deliveries are obviously accumulating and/or mail delivery has been discontinued.

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

Introduced, read and passed this _____ day of _____, 20__, by the City Council, Fountain, Colorado, approved by the Mayor, and ordered published in the El Paso County Advertiser and News, a newspaper of general circulation in the City of Fountain, Colorado, and approved by the Mayor.

_____
Gabriel P. Ortega, Mayor

ATTEST:

_____
Silvia Huffman, City Clerk

Passed on second and final reading, as amended, this _____day of _____, 20__, by the City Council, Fountain, Colorado approved by the Mayor, and ordered published in the El Paso County Advertiser and News, a newspaper of general circulation in the City of Fountain, Colorado.

_____
Gabriel P. Ortega, Mayor

ATTEST:

_____
Silvia Huffman, City Clerk

# Regular City Council Meeting

**NEW BUSINESS- 9D**

Resolution No. 16-043

*December 20, 2016*

## Summary Information

Title:
Resolution 16-043, A Resolution authorizing a Master Equity Lease Agreement between Enterprise Fleet Management (FM) and City of Fountain.

| | |
|---|---|
| Initiator : Donald Yucuis, Finance Director | ☒ Council Action |
| Presenter: Donald Yucuis | ☐ Council Information |
| Legal Review: ☒ Yes- Lisa Hickey ☐ No | ☐ Report to Council |

Summary Overview and List of Attachments:
The purpose of this Resolution is to approve a Master Equity Lease Agreement between Enterprise FM and City of Fountain to allow staff to utilize Enterprise FM as another option when procuring new vehicles. This would be a true lease but the City would have a residual value applied at the end of the lease that would be used for another procurement or have a check written to the City.

Attachments: Resolution 16-043
Enterprise FM- Master Equity Lease Agreement, Maintenance Agreement and Amendment to Master Equity Agreement

## Background Information

City staff has been meeting with Enterprise Fleet Management staff over the past several months to analyze their fleet program as another option to purchasing replacement vehicles. The Enterprise FM program includes police vehicles, almost all of the City's pick-ups, sedan's, and SUV's.

The program is a true equity lease with potential residual value at the end of the lease to either receive a check or apply to a new lease.

The City will most likely maintain the vehicles through our Fleet Department but has the option to utilize Fountain and area vendors that are approved by Enterprise FM for maintaining the vehicles.

If staff wishes to enter into an equity lease agreement with Enterprise FM, a formal approval process will come before the City Council for review and/or approval.

## Recommendation

Approve Resolution No. 16-043

## Proposed Motion

I move to approve Resolution No. 16-043.

SJ

CM Review

City of Fountain
Pure Colorado

Fountain
All-America City
2002

# RESOLUTION 16-043

## A RESOLUTION OF THE CITY OF FOUNTAIN, COLORADO AUTHORIZING THE FORMS AND EXECUTION OF A MASTER EQUITY LEASE AGREEMENT INCLUDING ADDENDUM AND MAINTENANCE AGREEMENT TO ALLOW FOR ADDITIONAL OPTIONS WHEN PROCURING NEW VEHICLES; AUTHORIZING RELATED INSTRUMENTS, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City of Fountain, Colorado (the "City") is a municipal corporation duly organized and operating as a home rule city under Article XX of the Constitution of the state of Colorado and Charter of the City; and

WHEREAS, pursuant to Section 10.7 of the Charter the City is authorized to enter into long-term rental and leasehold agreements; and

WHEREAS, the City Council of the City is the governing body of the City of Fountain; and

WHEREAS, the Lessee proposes to enter into a Master Equity Lease Agreement with Enterprise Fleet Management in substantially the form available to the City Council for review.

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

Section 1. It is hereby found and determined that the Master Equity Lease Agreement with Enterprise Fleet Management in the forms presented to the City Council and incorporated in this Resolution are in the best interests of Lessee.

Section 2. The form of the Master Equity Lease Agreement with Enterprise Fleet Management and the acquisition and financing of the Equipment under the terms and conditions as described AGREEMENT which have not been previously approved are hereby approved. The Lessee shall enter into the AGREEMENT in substantially the forms presented with only such changes as are not inconsistent therewith; provided that such documents may be completed, corrected, or revised as deemed necessary by the parties thereto in order to carry out the purposes of this Resolution. The Mayor, Mayor Pro Tem, City Manager, Deputy City Manager, or the Finance Director and each of them hereby is, authorized to execute, acknowledge and deliver the AGREEMENT with any changes, insertions and omissions therein as may be approved by the officers who execute the AGREEMENT, such approval to be conclusively evidenced by such execution and delivery of the AGREEMENT. The City Clerk of the Lessee and any other officer of Lessee who shall have power to do so, and each of them hereby is, authorized to affix the official seal of Lessee to the AGREEMENT and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and AGREEMENT.

Section 4. The undersigned further certifies that this Resolution has not been repealed or amended and remains in full force and effect.

Done this _____ day of _____, 2016.

ATTEST:

_____
Gabriel Ortega, Mayor

_____
Silvia Huffman, City Clerk

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this _____day of December, 2016 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the day of December, 2016 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Fountain("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 3(e) of the Master Equity Lease Agreement is amended to read as follows:

Any rental payment or other amount owed by Lessee to Lessor which is not paid within thirty (30) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

Section 4 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such reasonable place and by such reasonable means as may be designated by Lessor, in the same repair, condition and working order as at the commencement of the applicable Term, reasonable wear and tear resulting from proper use excepted. If a Vehicle is not returned in the required condition, Lessee agrees to pay Lessor, at Lessor's option, the estimated cost to restore such Vehicle to such condition, or the actual cost of restoration, if the Vehicle is restored. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

Section 5 of the Master Equity Lease Agreement is amended to read as follows:

Lessee agrees to pay all costs, expenses, fees, charges, fines and tickets and penalties incurred by the Lessee, and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

Section 9(c) of the Master Equity Lease Agreement is amended with the additional paragraph which reads as follows:

In the event Lessee notifies Lessor of any claim or dispute under this Agreement, and/or any claim involving the Vehicle, Lessor will, in good faith, attempt to resolve the Lessee's claims in a manner satisfactory to all parties and Lessor will provide commercially reasonable assistance to Lessee in any communications and/or negotiations with the Vehicle's manufacturer with respect to claims relating to such Vehicle.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Colorado state law, Lessee shall be responsible for any and all losses that Lessor incurs, or claims, demands, or rights of action that may be asserted at any time against Lessor, to the extent such claims result from (i) Lessee's breach of this Agreement; (ii) the use, operation or condition of any Vehicle after delivery of the vehicle to the Lessee and up until the delivery of the vehicle back to Lessor; or (iii) Lessee's lease of the Vehicles pursuant to this Agreement. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

Section 14 second paragraph of the Master Equity Lease Agreement is amended to read as follows:

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any responsibilities pursuant to Section 12 under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Colorado (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to reads as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Colorado State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City of Fountain to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the City Council fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Governmental Entity: The parties agree that the City of Fountain is a governmental entity. The parties agree that the potential liability of any such governmental entity, and therefore Lessee, is controlled and limited by the provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* Any provision of this Agreement, whether or not incorporated herein by reference, shall be controlled, limited, and otherwise modified so as to limit any liability of Lessee to the above-captioned laws.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the_____day of December, 2016.

| | |
|---|---|
| _____ | _____ |
| City of Fountain (Lessee) | Enterprise FM Trust (Lessor)<br>By: Enterprise Fleet Management, Inc., its attorney in fact |
| By_____ | By_____ |
| Title:_____ | Title:_____ |

**MASTER EQUITY LEASE AGREEMENT**

This Master Equity Lease Agreement is entered into this twenty day of December, 2016, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. . INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

| State of Vehicle Registration | Coverage |
|---|---|
| Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont | $1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible |
| Florida | $500,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible |
| All Other States | $300,000 Combined Single Limit Bodily Injury and Property Damage or $100,000 Bodily Injury Per Person, $300,000 Per Occurrence and $50,000 Property Damage (100/300/50) - No Deductible |

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $500 per occurrence - Collision and $250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY**: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES**: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights

under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS**: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

| | | | |
|---|---|---|---|
| LESSEE: | City of Fountain | LESSOR: | Enterprise FM Trust |
| | | By: | Enterprise Fleet Management, Inc., its attorney in fact |
| | _____ | | _____ |
| By: | X | By: | David Owen |
| Title: | X | Title: | Group Sales Manager |
| Address: | 116 S. Maint Street<br>Fountain, CO 80817 | Address: | 7201 S. Fulton St.<br>Centennial, CO 80110 |
| Date Signed: | _____, _____ | Date Signed | _____, _____ |

**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this twentieth day of December, 2016, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Fountain ("Lessee").

WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of twentieth day of December, 2016, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, up fitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed $50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding $50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

**5. ENTERPRISE CARDS**: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an over mileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

| | | | |
|---|---|---|---|
| LESSEE: | City of Fountain | EFM: | Enterprise Fleet Management, Inc. |
| | _____ | | _____ |
| By: | X | By: | David Owen |
| Title: | X | Title: | Group Sales Manager |
| Address: | 116 S. Maint Street<br>Fountain, CO 80817 | Address: | 7201 S. Fulton St.<br>Centennial, CO 80110 |
| Attention: | _____ | Attention: | _____ |
| Facsimile No.: | _____ | Facsimile No.: | _____ |
| Date Signed: | _____, _____ | Date Signed | _____, _____ |

# Regular City Council Meeting

**New Business – 9E**

*December 20, 2016*

## Summary Information

Title:
**AUTHORIZE CITY TO MOVE FORWARD WITH RECREATION FACILITY FEASIBILITY STUDY.**

| | |
|---|---|
| Initiator : Scott Trainor, City Manager | ☒ Council Action |
| Presenter: Scott Trainor, City Manager | ☐ Council Information |
| Legal Review: ☐ Yes ☒ No | ☐ Report to Council |

Summary Overview and List of Attachments:
The purpose of this action item is for the Council to authorize the City Manager to move forward, in partnership with School District 8, School District 3, the Fountain Valley Senior Center, El Paso County, and the YMCA, for the completion of a Recreation Center Feasibility Study.

Attachments: None

## Background Information

Since March, the City Manager and Councilmember Gieck have been meeting with a partnership of organizations, to include School District 8, School District 3, the Fountain Valley Senior Center, El Paso County, and the YMCA. The purpose of the discussions has been to determine whether or not the organizations should potentially partner together for the construction and operation of a Regional Recreation Center.

To that end, the parties sent out RFP's seeking proposals from interested firms to conduct a Recreation Center Feasibility Study. The purpose of the study would be to:

- Review disparate wants/needs from each of the organizations.
- Seek public feedback on the concept.
- Assess potential locations for a Recreation Center, based on organizational needs.
- Develop a concept plan and operational business model for a Recreation Center.
- Review and recommend funding mechanisms.

3 firms submitted proposals and the team interviewed two companies – OLC and Greenplay. Following the interviews, the team identified OLC as the firm best suited to our needs and would like to move forward with them. They were also the low bidder, with a cost of $54,450.

The financial cost-sharing between partners would look like this:

| | |
|---|---|
| School District 8 | $10,500 |
| School District 3 | $10,500 |
| Fountain Valley Seniors | $ 2,000 |
| YMCA | $10,500 |
| El Paso County | $10,500 |
| City of Fountain | $10,500 |
| TOTAL | $54,500 |

The Finance Director has identified line items within the General Fund where we could pull the funds necessary to fund the City's portion without impacting the Fund Balance.

## *Recommendation*

The idea of a Recreation Center is not a new one to the Fountain Community. During the recent completion of the City's Parks & Recreation Master Plan, citizens identified a Rec. Center and uses associated with a Rec. Center (such as a pool) as high priorities for the community. As a good steward of the public's trust, it is important that we explore partnerships with other entities that have the same needs to identify whether or not we can develop a quality center for our citizens.

To that end, we began these conversations approximately 9 months ago and feel that it would be a very positive step forward to engage in this feasibility study, in partnership with the other organizations identified above.

## *Proposed Motion*

A suggested motion would be "I move to authorize the City Manager to move forward with the Recreation Facility Feasibility Study as proposed."

ST

CM Review