



HYBRID CITY COUNCIL AGENDA
February 14, 2023 6:00 P.M.
116 Main St., Fountain
Register to attend virtually @
www.fountaincolorado.org

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4.1) **Presentations**
 - A Proclamation Declaring The Month Of February Be Recognized As Black History Month
 - A Proclamation Recognizing David Moore As The First Black Police Chief And Phillip Thomas As The First Black Mayor Pro-Tempore Of The City Of Fountain.
- 4.2) **Board/Commission/Committee**
- 5) **City Council Agenda Requests**

City Council shall use this time to request any items for future consideration
- 6) **Public to be Heard**

Citizens may address the Council on items that are not on the agenda. 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**

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 January 24, 2023 City Council Meeting Minutes (S. Huffman)
 - B. Resolution 23-009, A Resolution To Authorize Continued Service Of Ed Dills On The Emergency Services Authority Board (T. Johnson 5 mins)
 - C. Resolution No. 23-010, A Resolution Authorizing The 2023 Contract For Animal Control Services Between The City Of Fountain And The Humane Society Of The Pikes Peak Region (T. Johnson 5 mins)
- 8) **Old Business**
- 9) **New Business**
 - A. Consideration Of Items Removed From The Consent Agenda
 - B. Discussion of the Costs and Revenues for the Fountain Recycling Center (L. Tingley 5 min.)

10) Correspondence, Comments and Ex-Officio Reports

11) Announcement of Executive Sessions

12) Adjourn

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

NEXT REGULAR COUNCIL MEETING

February 28, 2023



PROCLAMATION



A PROCLAMATION RECOGNIZING DAVID MOORE AS THE FIRST BLACK POLICE CHIEF AND PHILLIP THOMAS AS THE FIRST BLACK MAYOR PRO-TEMPORE OF THE CITY OF FOUNTAIN.

WHEREAS, the City Council has proclaimed the month of February as Black History Month and encourages all to honor our Black American history and culture; and,

WHEREAS, the Council wishes to acknowledge and celebrate two important "Firsts" for the community as they relate to important contributors to our collective history.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and City Council of the City of Fountain, Colorado hereby proclaims special recognition for the following two important black contributors to our history and heritage:

- 1. David Moore, First Black Police Chief (2000-2002). David Moore was Fountain's first, and – to date – only black Police Chief. After serving in Fountain he served as Police Chief of Rochester, NY from 2006-2010; Director of the Office of Public Integrity in Rochester from 2010-2011; and Director of the Office of Public Integrity for Monroe County, NY, from 2011-2016.
2. Phillip Thomas, First Black Mayor Pro Tempore (2015-2019). Phil Thomas was originally appointed by the City Council in 2008 as the first resident Director for the Cumberland Green Metro District. In 2010 he was made President of the District and in 2011 was elected as a City Councilman for the City of Fountain. In 2015 he was elected by his fellow Councilmembers as the Mayor Pro-Tempore, which position he held until he was term limited in 2019.

Done this 14th day of February 2023.

ATTEST:

Sharon Thompson, Mayor

Silvia Huffman, City Clerk



PROCLAMATION



A PROCLAMATION DECLARING THE MONTH OF FEBRUARY BE RECOGNIZED AS BLACK HISTORY MONTH

WHEREAS, the month of February, since 1976, has been designated as a tribute to the thousands of years of Black innovation and struggle; and,

WHEREAS, in honoring African Americans, from our ancestors to now, we celebrate determination, hard work, intelligence, and perseverance in the enhancement of all aspects of society including business, education, politics, science, the community and the arts; and,

WHEREAS, as we pay tribute to the heroes, sung and unsung, of African American history, we recall the inner strength that sustained millions in bondage; and,

WHEREAS, researching African American history brings belated awareness of the many who helped build and defend our nation, and of the many individuals who stood against prejudice and injustice that would inspire movements, legislation and advancements set to ensure the rights we share today; and,

WHEREAS, increasing our awareness of Black history we hope to be better equipped to handle future challenges and opportunities; and,

WHEREAS, by the City of Fountain’s continued recognition of Black History Month, we hope to firmly demonstrate the respect and value we have for our residents of African heritage.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor and City Council of the City of Fountain, Colorado hereby proclaims the Month of February as Black History Month and encourage all citizens to honor Black American history and culture.

Done this 14th day of February 2023.

ATTEST:

Sharon Thompson, Mayor

Silvia Huffman, City Clerk



Regular City Council Meeting

Consent –7A
Council Meeting Minutes

February 14, 2023

Summary Information

Title:

APPROVAL OF THE JANUARY 24, 2023 CITY COUNCIL MEETING MINUTES

Initiator : City Clerk Huffman

Presenter: City Clerk Huffman

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

The attached minutes were compiled as the result of the January 24, 2023 City Council Meeting Minutes

Attachments: Above Referenced Meeting Minutes

Background Information

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.**
- Diversify city financial resources and invest.**
- Provide reliable access to public safety services.**
- Improve the quality and availability of parks and recreation opportunities**

Recommendation

Staff recommends approval.

Proposed Motion

Motion to approve shall be included under the consent agenda.

CITY COUNCIL MEETING
January 10, 2023

1) Call to Order

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

2) Pledge of Allegiance

The pledge of Allegiance was recited.

3) Roll Call

Roll call found the following members present

Mayor Thompson

Mayor Pro Tem Estes

Council Member Hinton

Council Member Rick

Council Member Applegate

Council Member Cory Applegate

Council Member Duncan

Mayor Thompson asked for a moment of silence for a recent family loss with our Fire Department.

4 (1) Presentations

- **South Powers Boulevard Presentation – Scott Asher, Wilson & Company – 15 minutes**

Scott Asher, Wilson and Company, updated Council on the Powers project summarizing the initial study and changes and alterations.

4 (2) Board/Commission/Committee Appointments

There were no appointments.

5) City Council Agenda Requests

There were no requests.

6) Public to be Heard

Andrew Vanderwag, resident, introduced himself and stated he and his wife have purchased the Powell farm and is looking forward to working with the city on youth events.

Scott (no last name given), asked the city for its UEI number and for jurisdictional approval for cannabis delivery.

Mayor Thompson advised Mr. Scott to speak with Deputy City Manager Evans on his requests.

Connie Wiesenhut, resident, noted that she had cleaned up a homeless encampment behind her property. She asked Council to contact the property owner and ask that they fence to the property to mitigate this issue.

7) Consent Agenda

A. Approval Of The January 10, 2023 City Council Meeting Minutes

B. Request Of Corporate Report Of Changes For A Club Liquor License For American Legion Post 38, DBA Security Post.

Council Member Cory made a motion to approve the consent agenda, seconded by Council Member Applegate. All members voted yes (7-0); the motion carried.

8) Old Business

There was no old business to be heard.

9) New Business

A. Consideration Of Items Removed From The Consent Agenda

There were no items removed.

B. Resolution 23-003, A Resolution Of The City Council Of The City Of Fountain, Colorado Authorizing The Infill #2 Infrastructure Tax Sharing Agreement For Commercial 21AC SEC

Economic Development Director Bailey reported that the City seeks to continue support of the INFILL commercial development area of the community. Whereby, a 21 acre commercial development within the southeast corner (SEC) intends to build an approximate 125,000 square foot grocer anchor with annual sales of approximately \$60 million annually; along with inline and outparcels retail development. The INFILL #2 Tax Sharing Agreement consists of a 1.35% rebate of onsite Sales Tax and Property Tax increment generation over the course of a 10 year term, as well as, a city Land Use Application Fees Waiver.

Council Member Rick asked how this incentive compares to South Academy Highlands and is the incentive the same should a development occur in the southern area of Fountain.

Ms. Bailey stated that the South Academy Highlands had a 32 year bond with the Urban Renewal Authority so it was very different and should development occur in southern Fountain, because it is not in the district boundary, the incentive would be approximately 50% less.

Council Member Applegate made a motion to approve Resolution 23-003, seconded by Council Member Rick. All members voted yes (7-0); the motion carried.

C. Resolution 23-004, a Resolution to Amend the Fountain Youth Council Charter

City Manager Trainor stated he has worked with Council Member Duncan to revise the Youth Council Charter and the following amendments are proposed:

- Modifications to the eligibility requirements to reduce the age from 14 to 13 and adds an additional year of eligibility.
- It clarifies the role of the City Councilmember who is appointed as the FYC Advisor.
- It expands the ability of the FYC to create additional officer positions, as needed.
- It memorializes a basic communications policy in order to protect members and adults involved with the FYC.
- It creates a basic Code of Conduct relative to how members are expected to treat each other and members of the public.

Council Member Duncan made a motion to approve Resolution 23-004, seconded by Council Member Rick. All members voted yes (7-0); the motion carried.

D. Resolution 23-005, A Resolution Of The City Of Fountain Establishing The City’s Position Not To Collect Or Enforce Retail Bag Fees Created By Colorado House Bill 21-1162

City Attorney Johnson stated that Governor Jared Polis signed HB 21-1162 into law on July 6, 2021. This bill requires large retailers to collect a fee of ten cents per plastic bag and remit sixty percent of such fee directly to local municipalities. The state has allocated no funds to municipalities to assist in collection or enforcement of the fee. The vision of the bill was for municipalities to pay for these costs from collection of the fee itself. The fee is difficult, nearly impossible, to estimate, especially given the size of the City of Fountain and the businesses to which this bill applies. Also, the fee amounts are not required to be remitted until April of 2024. This presents unique challenges of spending taxpayer funds to accept the fees without knowing if the City will be receiving less than or equal amounts until April of next year.

These complications are created by the state overreaching their authority by creating a state fee, and then attempting to require municipalities to enforce it for them. The City embraces its home rule authority and is choosing not to enforce this fee on the state’s behalf.

Discussion was held regarding consumer options and when this fee expires.

Council Member Applegate made a motion to approve Resolution 23-005, seconded by Council Member Rick. All members voted yes (7-0); the motion carried.

E. Resolution 23-006, A Resolution Affirming And Approving The Public Safety Mil Levy For Fiscal Year (FY) 2023

Finance Director Lewis reported that City Council approved Ordinance No. 1780, adopting a budget for the FY 2023, on November 15, 2022. Included in that Ordinance was City Council’s affirmation and approval of the mil levies for the General Fund and the Heritage Special Improvement District.

Due to the timing of the certification of the elections on November 29th, the voter approved Public Safety mil levy was not included in Ordinance No. 1780.

City Staff is therefore recommending formal affirmation and approval of the Public Safety 6.100 mil levy by City Council.

Council Member Hinton made a motion to approve Resolution 23-006, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried.

F. Resolution No. 23-007 A Resolution Of The City Council Of The City Of Fountain, Colorado Authorizing The Leasing Of Two Mack Trucks Through Holman Capital And Acquired With Fiscal Year (FY) 2023 Budgeted Funds

Finance Director Lewis stated that the 2023 budget included approximately \$83,000 for snowplows and sanders and the 2023 required lease payment for 2 trucks for the Streets Department that were to be purchase partially through a lease in 2023.

Due to the recent increases in interest rates, the initial leasing agreement was changed by the lessor. City staff therefore went out to bid for better lease terms and have found a company that will provide a 5-year reimbursement lease with a 4% rate

This is a request for approval of contract signing and for the initial purchase of the two trucks for \$390,000 to be reimbursed through the lease. Staff is recommending that the leases for the two trucks be approved and that the budget be amended to include the actual truck purchase and lease proceeds as reimbursement for that purchase.

Council Member Applegate made a motion to approve Resolution 23-007, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried.

G. Resolution No. 23-008 A Resolution Of The City Council Of The City Of Fountain, Colorado Authorizing The Reimbursement Of A Portion Of The December 2022 Pierce Ladder Truck Purchase Through A Lease Through Holman Capital

Finance Director Lewis reported that the 2023 budget did not include the lease cost for the new ladder truck due to the change in need from a 75 foot to a 100 foot ladder truck, and as discussed in the December 13 council meeting.

The long-term plan, which was reiterated at that December meeting, was to sign a lease for \$1 million of the cost of the ladder truck, and therefore reimburse the City for that portion of the purchase. City staff has requested bids from various leasing companies and has found the best rate on a 10 year lease was from Holman Capital and at 4.07%.

This is a request for approval to sign a lease contract with Holman Capital and thereby be reimbursed for \$1 million of the cost of the ladder truck. The lease will be paid over a period of 10 years and carry a 4.07% interest rate. Staff is recommending that the lease for the ladder truck be approved and that the 2023 budget be amended to include the lease payment of approximately \$65,000 that will be due later in 2023.

Mayor Pro Tem Estes made a motion to approve Resolution 23-008, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried.

10) Correspondence, Comments and Ex-Officio Reports

Council Member Rick thanked Ms. Wisenhunt for bringing her concern to the attention of Council.

Council Member Hinton thanked Mayor Thompson and City Manager Trainor for attending the Housing Authority meeting. He also reported that there were two unawarded scholarships from the VFW and he will speak with the School District to make them aware.

Council Member Applegate stated that the ESA Board will be disbanding, and their last meeting will be in February. He also gave housing statistics from Pikes Peak Regional Building.

Council Member Duncan reported that those receiving SNAP benefits, the benefit will be reducing beginning February 2023 and asked the community to consider supporting Care and Share to help with this upcoming need. She asked the community to keep apprised of upcoming legislature. She thanked New Jerusalem Church for their continued event for Dr. Martin Luther King Jr.

Mayor Thompson noted that the WIC office services families with children under 5 and the City has bus service to the South office. She also reported that the El Paso County South will be hosting a resource event this Friday and next.

11) Announcement of Executive Sessions

There were no executive sessions requested.

12) Adjourn

There being no further business, Mayor Thompson declared the meeting adjourned at 7:21 P.M.

City Clerk

Mayor



Regular City Council Meeting

Consent – 7B

ESA Board

February 14, 2023

Summary Information

Title:

RESOLUTION 23-009, A RESOLUTION TO AUTHORIZE CONTINUED SERVICE OF ED DILLS ON THE EMERGENCY SERVICES AUTHORITY BOARD

Initiator: City Council

Presenter: Troy Johnson, City Attorney

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

Currently, the City of Fountain participates with El Paso County in the operation of an Emergency Services Authority (“ESA”). The Authority is considering dissolving and would like for Ed Dills to remain as the presiding Chair to oversee the process.

Background Information

Strategic Plan Priority (if applicable):

Facilitate responsible development, building reasonable capacity to meet future community needs.

Diversify city financial resources and invest.

Provide reliable access to public safety services.

Improve the quality and availability of parks and recreation opportunities

Recommendation

Staff makes no recommendation.

Proposed Motion

“I move to approve Resolution 23-009.”



RESOLUTION 23-009



A RESOLUTION TO AUTHORIZE CONTINUED SERVICE OF ED DILLS ON THE EMERGENCY SERVICES AUTHORITY BOARD

WHEREAS, pursuant to C.R.S. §§ 30-11-101, 30-11-103, and 30-11-107, the Board of County Commissioners of El Paso County, Colorado (hereinafter “Board” or “County”), has the legislative authority to manage the business and concerns of the County when deemed by the Board to be in the best interests of the County; and

WHEREAS, the City of Fountain (hereinafter “City”), as a home rule municipality, is a political subdivision of the State of Colorado, and likewise has similar powers and authorities pursuant to its City Code, City Charter, and applicable provisions of Colorado state statutes and the Colorado Constitution; and

WHEREAS, the County and the City (collectively the “Parties”) are authorized pursuant to C.R.S. § 29-1-203 and Article XX of the Colorado Constitution to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating entities; and

WHEREAS, pursuant to the above authorities, the Parties have most recently entered into a Second Amended and Restated Intergovernmental Agreement Regarding the El Paso County Emergency Services Authority (the “Agreement”), dated October 23, 2018, and recorded in the records of the El Paso County Clerk and Recorder’s Office at reception no. 218123675; and

WHEREAS, under Article Two, Section 2.3, of the Agreement, the Citizen Representative position is subject to a maximum term of four (4) consecutive years, and the Agreement stipulates that the Parties are to jointly appoint a new Citizen Representative upon expiration or resignation; and

WHEREAS, the Parties are currently exploring dissolution of the Emergency Services Authority (“ESA”) for which the ESA Board has discussed and agreed with this approach; and

WHEREAS, Mr. Ed Dills is currently the Citizen Representative on the ESA Board and is also the presiding Chair, and Mr. Dills term has expired; and

WHEREAS, Mr. Dills has also been involved in discussions relating to dissolving of the ESA and has a great depth of institutional knowledge regarding the ESA and the other ESA Board members; and

WHEREAS, under these unique circumstances, the Parties would find it impractical to allow for Mr. Dills term to expire and appoint a new Citizen Representative for the sole purposes of continuing the process of dissolving the ESA; and

WHEREAS, in recognition of the above, the Parties now desire to extend Mr. Dills term for an additional year, going through December 31, 2023, with the intent that the ESA will be dissolved prior to that date; and

WHEREAS, the Parties also recognize and appreciate Mr. Dills' willingness to serve as an unpaid volunteer, and Mr. Dills has expressed a desire to continue to serve on the ESA Board to assist in the dissolution process.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain hereby:

1. Authorize and approve Mr. Ed Dills' continued appointment to the Emergency Services Authority Board as the Citizen Representative for an extended term going through December 31, 2023.
2. This Resolution shall be effective upon its approval by the City Council.

Dated at the City of Fountain, Colorado this _____ day of _____ 2023.

CITY OF FOUNTAIN

Mayor

ATTEST:



Regular City Council Meeting

Consent -7C
HSPPR 2023 Services Agreement

February 14, 2023

Summary Information

Title:

RESOLUTION NO. 23-010, A RESOLUTION AUTHORIZING THE 2023 CONTRACT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF FOUNTAIN AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION

Initiator: Troy Johnson, City Attorney

Presenter: Troy Johnson, City Attorney

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

This is a request to authorize execution of the contract with the Humane Society of the Pikes Peak Region to provide animal control services to the City of Fountain, including, but not limited to, animal law enforcement and sheltering for 2023.

Previous Action by City Council:

The City Council authorized execution of a two-year contract for animal control services with the Humane Society for the years of 2021 to 2022, reflecting a fee increase from the prior years.

Attachment(s):

2023 Service Contract to be signed by the City

Background Information

The Humane Society of the Pikes Peak Region ("Society") is an entity uniquely qualified and able to provide critical animal control services to the City. After extensive negotiations with the Society regarding its proposed change in how the Society is billing for its services moving forward, a 10% fee increase has been reflected in the 2023 contract for the animal control services to be provided by the Society to the City.

Strategic Plan Priority (if applicable):

Facilitate responsible development, building reasonable capacity to meet future community needs.

Diversify city financial resources and invest.

Provide reliable access to public safety services.

Improve the quality and availability of parks and recreation opportunities

Recommendation

Staff recommends that the City approve Resolution No. 23-010, authorizing execution of the 2023 Animal Control Services Contract between the Humane Society of the Pikes Peak Region and the City of Fountain.

Proposed Motion

"I move to approve Resolution Number 23-010, proving the Contract for Year 2023 Animal Control Services between the Humane Society of the Pikes Peak Region and the City of Fountain."



RESOLUTION 23-010

A RESOLUTION AUTHORIZING THE 2023 CONTRACT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF FOUNTAIN AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION.

WHEREAS, the City of Fountain (“City”) desires to purchase and receive from the Humane Society of the Pikes Peak Region (“Society”) animal control services which include, but are not limited to, animal law enforcement and sheltering for a one year time period (2023), and

WHEREAS, the Society is an entity qualified and able to provide the type of services required by the City; and

WHEREAS, the Parties to this Contract desire to reduce to written terms the manner and conditions under which these services will be provided and compensated;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain, Colorado, as follows:

1. The Mayor, City Manager or other representatives of the City delegated by the Mayor or City Manager are hereby authorized to execute the Contract with the Humane Society of the Pikes Peak Region for the 2023 period for animal control services for the amount of \$212,498.00 in year 2023.

Done this 14th day of February, 2023.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

**CITY OF FOUNTAIN
CONTRACT FOR YEAR 2023 ANIMAL CONTROL SERVICES**

CONTRACTOR: HUMANE SOCIETY OF THE PIKES PEAK REGION,
A COLORADO NON-PROFIT CORPORATION
610 ABBOTT LANE
COLORADO SPRINGS, CO 80905
Telephone: (719) 473-1741
Facsimile: (719) 444-0179

EFFECTIVE DATE: JANUARY 1, 2023

EXPIRATION DATE: DECEMBER 31, 2023

THIS CONTRACT, is made and entered into this _____ day of _____, 2023 by and between the City of Fountain, a home rule city and Colorado municipal corporation ("City"), and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("Society"), and shall be effective as of the first (1st) day of January, 2023. The City and the Society shall hereinafter collectively be referred to as the "Parties."

WHEREAS, the City desires to purchase and receive from the Society the services described in Section I below; and

WHEREAS, the Society is an entity qualified and able to provide the type of services required by the City; and

WHEREAS, the Parties to this Contract desire to reduce to written terms the manner and conditions under which these services will be provided and compensated;

NOW, THEREFORE, in consideration of the above, and in accordance with the mutual terms, conditions, requirements and obligations set forth in this Contract, the City and the Society agree as follows:

SECTION I. SCOPE AND SERVICES

The Society shall provide to the City the services as described in Exhibit A "City of Fountain Scope of Services," which is attached hereto and incorporated by reference. The City agrees to pay the Society for the complete and satisfactory performance of services under this Contract as set forth in Exhibit A. If there is a conflict between the terms contained in this Contract and the terms in Exhibit A, the terms of the Exhibit will control.

SECTION II. RENEWAL AND TERMINATION

A. The term of this Contract shall be for a period of twelve (12) months, commencing January 1, 2023 through December 31, 2023. This Contract shall be renewable in one (1) year increments upon written consent of both Parties. Negotiation for renewal of the Contract shall commence a minimum of four (4) months prior to the end of the contract term. If satisfactory negotiations are not concluded by sixty (60) days prior to the end of this Contract, the City reserves the right to seek another contractor.

B. The Parties may mutually agree to make any amendments to this Contract necessary to the continuing relationship between the City and the Society. Any amendments shall be in writing signed by both Parties.

C. Termination:

- I. Subject to the Society's notice and cure rights set forth below, the City may terminate this Contract upon the Society's default under this Contract. Notice of default termination, which shall state the designated date the default termination shall be effective, shall be in

writing, delivered by certified U.S. mail, return receipt requested, at least one hundred twenty (120) days prior to the designated date for default termination of this Contract. The Society shall have thirty (30) days from receipt of a default termination notice to correct the default, and if so corrected, then the Contract shall not terminate. Provided, however, if the default is of a character as to reasonably require more than thirty (30) days to cure, the cure period shall be extended to provide sufficient time to cure, provided the Society timely commences to cure and thereafter diligently proceeds to cure such default. Upon a termination for default, the Society shall reimburse all funds paid and all fees collected pursuant to this Contract which have not been expended according to the terms of this Contract. Similarly, to the extent the Society has expended funds or incurred expenses for which it is entitled to reimbursement under this Contract, the City shall reimburse such funds and/or expenses to the Society.

2. The City and the Society may agree in writing to terminate this Contract.
3. In the event of default by the City under this Contract, the Society, prior to exercising any of its rights and remedies for such default, shall provide the City with written notice of default. Notice of default termination, which shall state the designated date the default termination shall be effective, shall be in writing, delivered by certified U.S. mail, return receipt requested, at least one hundred twenty (120) days prior to the designated date for default termination of this Contract. The City shall have thirty (30) days from receipt of the default termination notice to correct the default, and if so corrected, then the Contract shall not terminate. Provided, however, if the default is of a character as to reasonably require more than thirty (30) days to cure, the cure period shall be extended to provide sufficient time to cure, provided the City timely commences to cure and thereafter diligently proceeds to cure such default.

SECTION III. INSURANCE, INDEPENDENT CONTRACTOR

A. The Society shall secure and maintain, at its own and sole expense, insurance policies to protect itself, its subcontractors, and the City from claims for bodily injuries, death, or property damage which may arise from operation under this Contract, whether such operations are by the Society or by any of its subcontractors or anyone employed by the Society directly or indirectly. The following minimum amounts and classifications of insurance coverage are required:

1. Worker's Compensation/Employer's Liability: As required by statute.
2. Comprehensive General Liability (including blanket contractual liability insurance): combined single limit coverage \$1,000,000
3. Comprehensive Automobile Liability: combined single limit coverage \$1,000,000
4. Professional Liability (if applicable): Commensurate with risks of Services provided under this Contract.

B. Certificates of all insurance policies shall be filed with the City and shall be subject to City Attorney approval as to adequacy of protection. All certificates of insurance shall contain a provision that thirty (30) days prior written notice of cancellation shall be given to the City. Except for worker's compensation and employer's liability, the Society shall name the City as an additional insured for work performed under the Contract by the Society. All coverage furnished by the Society is primary, and any insurance held by the City is excess and non-contributory.

C. The Society shall take out and maintain during the period of this Contract, Colorado worker's compensation insurance for the Society and all employees of the Society. If any service is sublet by the

Society, the Society shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Worker's compensation insurance shall include occupational disease provisions covering any Society obligations in accordance with the provisions of the Workmen's Compensation Act of Colorado.

D. The insurance coverage enumerated in paragraphs A, B, and C above constitute minimum insurance requirements and shall in no way lessen or limit the liability of the Society. The Society shall procure and maintain at its own cost and expense any additional insurance it believes to be necessary.

E. In the performance of the Society's obligations under this Contract, it is understood, acknowledged, and agreed between the Parties that the Society is at all times acting and performing as an independent contractor. The City shall neither have nor exercise any control or direction over the manner and means by which the Society performs its obligations under this Contract, except as stated within the Contract terms. The Society understands and agrees that the Society and its employees, agents, servants, or other personnel are not City employees. The Society shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefits to the Society or any of its employees, agents, servants, or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further, it is expressly understood and agreed that neither the Society nor its employees, agents, servants or other personnel shall be entitled to City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

F. The Society agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents, from and against any and all loss, damages, injuries, claims, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Society's obligations or actions under this Contract.

SECTION IV. ADDITIONAL TERMS

A. Assignment. The Society shall not assign or otherwise transfer this Contract or any right or obligation hereunder without the prior written consent of the City. It is understood by the Parties that licenses may be sold through licensed veterinary practices. No further written consent with respect to veterinarians who sell licenses shall be required.

B. Audit and Inspection. The Society shall at all times during the term of this Contract maintain such books and records as shall sufficiently and properly reflect all direct costs of impounding, licensing and euthanizing animals as required hereunder, and responding to calls from citizens within the city limits. The Society shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records reflecting such costs shall be subject, at any reasonable time and upon reasonable notice, to inspection, audit or copying by City personnel, or such independent auditors or accountants as are designated by the City.

C. Interpretation. This Contract is subject to and shall be interpreted under the laws of the State of Colorado, and the City Charter, City Code, ordinances, rules, and regulations of the City of Fountain. Court jurisdiction shall exclusively be in the Colorado District Court for the Fourth Judicial District of Colorado. The Society shall ensure that it and its employees, agents, and officers are familiar with, and comply with, applicable federal, state, and local laws and regulations as now written or amended.

D. Severability. If any covenant, condition, term or provision herein contained is held to be invalid by any Colorado or Federal court of competent jurisdiction, the invalidity of such covenant, condition, term or provision shall in no way affect any other covenant, condition, term or provision herein contained, provided that the invalidity of any such covenant, condition, term or provision does not materially prejudice either party hereto in its respective rights and obligations contained in the valid covenants, conditions, terms or provisions in this Contract.

E. Entire Agreement. This Contract, together with all exhibits attached hereto, constitutes the entire agreement between the Parties hereto for the provision of animal control services, and all other representations or statements heretofore made, verbal or written, are merged herein. The Society and the

City acknowledge and agree that this is a negotiated text agreement, and that as such no term shall be construed against the City or the Society as the author thereof.

F. Nonwaiver of Rights. No waiver of default by the City or the Society of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the other party.

G. Headings. The headings of the articles and sections of this Contract are inserted only as a matter of convenience and for reference and do not define or limit the scope or intent of any provisions of this Contract and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

H. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

I. Compliance With Laws. At all times during the performance of this Contract, the Society shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and orders that have been or may hereafter be established.

J. Illegal Aliens - Public Contracts for Services

- a. For purposes of this Contract, the following definitions apply:
 1. "Department" means the department of labor and employment of the State of Colorado.
 2. "Department program" means the employment verification program established pursuant to section 8-17.5-102(5)(c) of the Colorado Revised Statutes.
 3. "E-verify program" means the electronic employment verification program created in Public Law 104-108, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States department of homeland security and the social security administration, or its successor program.
 4. "Newly hired for employment" means hired to work in the United States since the effective date of the public contract for services (this Contract).
- b. The Society certifies that the Society shall comply with the provisions of C.R.S. § 8-17.5-101, et seq. and that the Society shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract or agreement with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Contract.
- c. By entering into this Contract with the City, the Society represents, warrants, and agrees as set forth in the following paragraphs:
 1. The Society has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the department program established by the Colorado Department of Labor and Employment.
 2. The Society shall not use either the e-verify program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
 3. The Society shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
 4. If the Society fails to comply with any requirement of this provision or C.R.S. § 8-17.5-101,

et seq., the City may terminate this Contract for breach of the Contract, and the Society shall be liable for actual and consequential damages to the City.

- d. If the Society obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Society shall act as set forth in the following paragraphs:
1. Notify the subcontractor and the City within three days that the Society has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 2. Terminate the subcontract with the subcontractor, within three days of providing the notice required pursuant to subparagraph (d)(1), if the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

K. Non-discrimination. The Society shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, gender, sexual orientation, marital status, age, religion, disability or national origin. The Society agrees to comply with all applicable federal and state statutes and regulations concerning non-discrimination.

L. Modification. No modification, amendment, novation, change or other alteration of this Contract shall be valid unless mutually agreed to by the Parties in writing and executed as an addendum to this Contract. No change or modification resulting in an increase to the contract prices set forth in this Contract shall be executed or effective unless the increase is approved by the City Manager and the additional funds have been appropriated or otherwise made available. The Society shall prepare a cost calculation for any additional costs and submit it to the City Manager prior to approval of any change or modification.

M. Notices. Any notice to the Society provided for in this Contract shall be in writing and shall be given and be effective upon (1) delivery to the Society at or (2) mailing such notice by first-class U.S. mail, addressed to the Society at the address stated below, or to such other address as Society may designate by notice to the City. Any notice to the City shall be in writing and shall be given and be effective upon (1) delivery to the City at or (2) mailing such notice by first-class U.S. mail, to the City at the address stated below, or to such other address as the City may designate by notice to the Society.

Address of the Society:

The Humane Society of the Pikes Peak Region
Attn: President and CEO
610 Abbott Lane
Colorado Springs, CO 80905

Address of the City:

City of Fountain
Attn: City Manager
116 South Main Street
Fountain, CO 80817

N. Article X Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other

applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates indicated.

For the City of Fountain:

Date

ATTEST:

City Clerk Date

For the Humane Society of the Pikes Peak Region:

William Akers 1-26-23
CEO Date

STATE OF COLORADO)
)ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this 26th day of January, 2023 by Duane Adams, CEO of the Humane Society of the Pikes Peak Region, a Colorado nonprofit corporation, on behalf of the corporation.

WITNESS my hand and official seal.

My commission expires:

(S E A L)

Karen Waldin
Notary Public

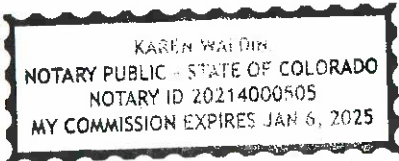


EXHIBIT A
City of Fountain Scope of Services

The Contractor is the Humane Society of the Pikes Peak Region, a Colorado nonprofit corporation (referred to herein as “HSPPR” and the “Society”). HSPPR also conducts its operations by and through its operational division known as Animal Law Enforcement Services (“Animal Law Enforcement”). The City is the City of Fountain, a Colorado municipal corporation.

I. Purpose Statement and Mission of the Contractor

Animal Law Enforcement is committed to protecting, promoting, and enhancing the safety, health, and quality of life of citizens and animals by seeking long term resolution to human animal conflict through enforcement of animal laws (City Ordinance and State Statutes) and positive responsible pet ownership education.

HSPPR Mission: A compassionate society where animals are cared for and valued.

HSPPR Impact Statement

Through the efforts of the Humane Society of the Pikes Peak Region:

- Animals are valued and cared for in our communities.
- Operates under the highest standards of care for animals and people.
- Educational programs promote responsible animal care and prevent abuse, neglect and pet overpopulations.
- Is recognized as the animal resource in our community.

II. HSPPR’s Strategic Goals

1. Protect Public Health, Safety, and Welfare of Animals. Animal Law Enforcement will protect public safety, health, quality of life, and welfare of animals through enforcement of animal laws and responsible pet ownership education.
2. Education. Animal Law Enforcement will seek to explain the purpose of regulations to foster community support and help identify solutions in an effort to assist individuals with voluntary compliance.
3. Enhance Regulations. Animal Law Enforcement will seek to proactively identify regulatory enhancements to address local issues and to recommend tailored solutions that fit the expectations of the community.
4. Efficient and Effective Service. Animal Law Enforcement will maintain an accountable, transparent, responsive, and fiscally responsible division by tracking and meeting performance measurements and improving business processes.
5. Customer Service. Animal Law Enforcement will interact with all customers in a respectful, responsive, accountable and trustworthy manner to achieve customer satisfaction.

III. Services

A. The Society shall issue El Paso County animal licenses and collect animal license fees and related penalty assessments required by Title 6 of the Fountain Municipal Code and in accordance with City of Fountain, Colorado Resolution No. 11-057, a copy of which is on file at the Fountain City Clerk’s office.

B. Within the Fountain City limits, the Society shall enforce all animal ordinances of the City and shall provide facilities for impounding, care, and disposal of animals impounded under City ordinances. The city

limits shall include the corporate limits of the City as they may be enlarged by annexation from time to time. The City shall give written notice to the Society of any additions to the city limits. The Society shall patrol newly annexed areas after notification of annexation by the City as set forth above.

C. The Society shall employ animal control personnel (Humane Officers) as necessary to reasonably and satisfactorily perform the obligations of this Contract.

D. The Society shall respond to any City request for animal-related law enforcement assistance. The City, through the City police department, may provide law enforcement assistance to the Society as may be reasonably requested by the Society in order to aid the Society in the rendition of its services under this Contract, and nonetheless, consistent with the City's police power.

E. The Society shall provide sufficient motor vehicles for the use of its Humane Officers in the performance of their Contract duties. Each vehicle shall be equipped with a two-way radio. The Society will provide all equipment necessary for the capture, containment and transportation of animals.

F. The Society shall provide full services within the City, seven days per week, from 7:00 a.m. to 8:00 p.m. for the months of November through March; from 7:00 a.m. to 9:00 p.m. from April through October; and from 8:00 a.m. to 5:00 p.m. on Sundays throughout the year. At all times while patrolling the area, the Society will actively and diligently attempt to locate, capture, hold and transport to a housing facility all dogs-at-large within the City. The Society will provide emergency response in an emergency situation twenty-four (24) hours a day. The determination of whether a particular situation is an emergency shall be at the discretion of the Society or the Fountain City Fire Department. As part of the emergency response, the Society will pick up stray animals being confined by a citizen of the City or the Fire Department who is unable to keep the animal overnight at the Humane Officer's discretion. The Society will back up the City Police Department and Fire Department in emergency situations involving animal control issues within the city limits. The Society may contact the Fire Department at any time to assist the Society with any animal situations. The Fire Department maintains an "Animal Rescue Team" that is trained in emergency care and rescue of animals.

G. The Society and the City will cooperate with each other in the performance of this Contract and in the enforcement of Title 6 of the Fountain Municipal Code within the city limits. Such enforcement will include the issuance of citations, summonses and/or complaints for violations of Title 6 and assistance to the City Prosecutor in the prosecution of said violations.

H. At all times when any Society personnel is performing patrol duties pursuant to this Contract, such personnel shall wear appropriate uniform clothing with a tag affixed which bears the name of the officer and the name of the Society.

I. In the performance of patrol duties as set forth herein, the personnel of the Society shall make an investigation of all complaints received pertaining to vicious animals and animals-at-large, and keep written records of their investigations. These records shall be furnished to the City when requested.

J. The Society will report quarterly to the City by giving a complete report of all animals handled by the Society and all services provided by the Society pursuant to this Contract. Said report shall contain but not limited to the following information: number of service calls, number of summonses issued, number of licenses issued, and number of stray animals picked up. The Society shall include in its quarterly report any additional information on services provided upon the request of the City, and shall provide supplemental reports if requested by the City.

K. The Society shall collect and issue the City's licenses for animals as provided by Title 6 of the Fountain Municipal Code. All license fees collected by the Society shall be retained by the Society, and the cost of collection shall be borne by the Society.

L. The Society shall collect impoundment and redemption fees as provided in Title 6 of the Fountain Municipal Code and in accordance with City of Fountain, Colorado Resolution No. 11-057. All boarding

fees obtained a result of the enforcement of Title 6 and in accordance with City of Fountain, Colorado Resolution No. 11-057 shall be considered income to the Society.

M. The Society shall, in writing, provide its thoughts, concerns and needs with regard to adjustment of licensing fees, the costs of providing services to the City, and compensation to the Society for services to the City, to the City Manager on or before July 1 for consideration in the City Manager's budgetary process.

IV. Appointment of Humane Officers

A. In accordance with Title 6 of the Fountain Municipal Code, the City agrees to delegate the appointment authority of the City Manager to the Society. The Society may appoint Humane Officers for the City of Fountain, who are acknowledged to be employees of the Society. Humane Officers shall have successfully completed all training required by this Contract and remain in good standing with the Society.

B. The term of any officer appointment shall expire, as applicable, upon (1) termination of any such officer's employment with the Society, (2) termination of this Contract, (3) termination of the appointment by the City Manager, or (4) expiration of this Contract unless this Contract is renewed for the immediately succeeding year, whichever may occur first.

C. Humane Officer authority shall be limited to the enforcement of City animal control ordinances. Humane Officers shall have the law enforcement authority required to investigate violations, to issue summonses and complaints, and to impound animals. Humane Officers shall not have the authority to arrest persons for violation of City animal control ordinances and shall not have authority to carry a concealed weapon while on duty. Every Humane Officer shall be trained in the law of search and seizure, arrest, peace officer civil liability, and any other area of criminal, constitutional, or civil law required in the performance of Officer duties. In addition, on-the-job or in-house training shall be given to each Humane Officer regarding licensing, impoundment, enforcement, and administration of this Contract. The Society's Executive Director shall certify to the City Manager on-the-job or in-house training.

V. Compensation

A. The City agrees to pay the Society for the complete and satisfactory performance of services under this Contract during the 2023 calendar year the total sum of ~~\$212,498.00~~^{204,325.00} to be paid in twelve (12) equal monthly installments of ~~\$17,708.17~~^{17,027.08} each, beginning January 1, 2023 and on the first day of each month thereafter during the year 2023.

B. In accordance with the City Charter, performance of the City's obligations under this Contract is expressly subject to appropriation of funds by the City Council. In the event that funds are not appropriated in whole or in part, sufficient for performance of the City's obligation, or appropriated funds may not be expended due to City Charter spending limitations, then the City may terminate this Contract without compensation to the Society.

C. Unless otherwise agreed upon in writing by the City, the Society shall be solely responsible for compensation of third Parties, including sub-contractors, consultants and suppliers, which are retained at the request of the Society to perform this Contract. Such third Parties shall not be considered third-party beneficiaries to this Contract.

D. No payment made under this Contract shall be conclusive evidence of the performance of this Contract, either in whole or in part, and no payment, including final payment, shall be construed to be consent on the part of the City to accept unsatisfactory or deficient work.

E. All fines collected by the Fountain Municipal Court shall remain with the City.

F. City animal license fees, including penalty assessments required by ordinance, and City animal impound fees collected by the Society during the term of this Contract shall be retained by the Society and shall be considered additional consideration from the City to the Society, subject to termination under Section II of

this Contract. These funds shall be used for services within the City as outlined in Section I of this Contract.

G. As part of this agreement, the City agrees to promote the animal licensing requirement to its citizens. This promotion shall at a minimum include:

1. Prominent display of licensing requirement shall be included on the City web site.
2. Display of posters and other licensing marketing material in City Hall provided by the Humane Society, upon approval by the City. Humane Society shall furnish posters and other materials to the City and any businesses that choose to display such materials.
3. At its discretion, the City may arrange for publication of articles and/or ads in City, community, or other newsletters/newspapers promoting the licensing program and responsible pet ownership. Humane Society shall provide material and content to be approved by the City.

VI. Additional Terms

1. Under this Contract, Animal Law Enforcement shall enforce City Code and State Statutes related to domestic animals within the entire area of the City, excluding Military Installations, Universities and Colleges, and State and or County Parks, during established regular business hours. Animal Law Enforcement Officers employed by HSPPR may be designated and authorized as Humane Officers as defined in the City Code through appointment by the City of Fountain.

Regular Business Hours*

April through October:	7:00 am to 9:00 pm
November through March:	7:00 am to 8:00 pm
Sundays throughout the year:	8:00 am to 5:00 pm

An officer will be provided on an on-call basis on any City holidays. Additionally, HSPPR will be open for reclaims and intakes during regular business hours on holidays.

*Hours may be subject to change to accommodate operational needs. HSPPR will notify Fountain PD of any proposed significant changes that would affect after-hours dispatch.

2. Animal Law Enforcement Officers shall respond to Emergency (Priority 1) calls for service outside of regular business hours. Emergency (Priority 1) calls outside of regular business hours shall be received and dispatched to Animal Law Enforcement by the Fountain Police Department Communication Center in accordance with established policies and procedures.

Emergency (Priority 1) Calls for Service

Call Type	Description
Dangerous Animal at Large	Animal has attacked or threatened to attack coming in direct physical contact with a person or domestic animal and animal is believed to be running at large. Animal has attacked a person causing bodily or severe bodily injury and animal remains a threat to public safety.
Assists to Law Enforcement or Fire Department	Response requested by law enforcement (FPD, EPSO, CSP, etc.) to assist with domestic animal. Common situation may include arrest where an animal would be left unattended in a vehicle or home, search warrant, death of a person and animals are unattended, domestic violence, or anytime law enforcement requires assistance to remove an animal. Fire Department or other government agency as may be required to assist with control or removal of an animal such as a vehicle accident where operator and/or passengers were transported for health care and animal must be removed.

Critically Injured Domestic Animals	Situation involving life threatening injury to a domestic animal such as a dog or cat that was struck by an automobile, is bleeding profusely or other injury where loss of animal's life is likely to occur if immediate treatment is not provided.
Severe Animal Cruelty	Extremely emaciated, injured, or neglected animals that if left in their existing situation will likely result in severe suffering and/or loss of life. Common situations may include an animal hoarding case, co-occurrence of domestic violence or child abuse where animal cruelty also exists, any other severe animal cruelty where the animal life is in immediate jeopardy.
Other Incidents	On occasions there may be other situations where a response from an Animal Law Enforcement Officer is required after hours. These cases will be rare and normally will be generated as a result of a request from law enforcement or other governmental agency.

3. Animal Law Enforcement shall provide assistance to Law Enforcement as may be reasonably requested by the Fountain Police Department 24 hours per day 7 days per week, at no additional cost to the City, when domestic animals are present and responding Law Enforcement Agency is requesting removal of those animals. The Fountain Police Department shall reciprocate requests by Animal Law Enforcement where Law Enforcement assistance is required to execute the duties contained herein. Animal Law Enforcement Officers will testify in court regarding summons issued at no additional cost to the City.
4. Animal Law Enforcement shall provide all necessary equipment for the execution of this Contract. Such equipment shall include but is not limited to vehicles, two way radios, personal protective equipment, capture and handling devices, and other necessary materials needed to protect officer safety and the welfare of animals. Equipment purchased by and used by HSPPR as it relates to this Contract is the property of HSPPR.
5. Animal Law Enforcement shall operate a Communications Center during approved regular business hours. The Communications Center will answer telephone calls from the general public, City Staff, or other agencies related to Animal Law Enforcement services and dispatch Officers to matters related to enforcement of City Code involving domesticated animals.
6. Animal Law Enforcement will conduct public meetings and outreach, provide education to City Staff and elected officials, schools, civic groups, businesses and residents, and develop presentations, educational materials, and flyers focused on the goal of encouraging responsible pet ownership within the City. Animal Law Enforcement will prepare and participate in presentations to City Staff and/or City Council as reasonably requested by the City regarding the Animal Law Enforcement program.
7. Animal Law Enforcement will provide humane treatment of all animals while in the care of Animal Law Enforcement and provide first aid services as required, including emergency veterinarian care at the expense of Animal Law Enforcement. Animals shall be provided humane treatment and veterinary care during their stay at HSPPR.
8. Animal Law Enforcement will provide humane euthanasia services for animals as required in the execution of duties in a manner that conforms to statutes and regulations of the State of Colorado and provide disposition of domestic animal carcasses as required.
9. Animal Law Enforcement will work collaboratively with the City's representative to facilitate Animal Law Enforcement needs. Appropriate City Staff and Animal Law Enforcement representatives will meet or coordinate not less than quarterly to review performance, reports, and discuss opportunities for improvement.
10. HSPPR will provide a quarterly statistical operations and financial report in a manner acceptable to the City's representative and as mutually agreed upon that outline all Animal Law Enforcement and

Shelter activities that occur during the preceding quarter. Records will be maintained, reflecting animal control activity occurring in City limits that shall include, but not limited to, date, time, address, nature of call, animal type, disposition, and time call completed. Data shall be provided to the City upon request.

11. Animal Law Enforcement will not respond to nuisance wildlife calls, disposition of dead animals (wild or domestic), or pick up owned, nuisance, or at large domestic felines.
12. As the City's animal control contractor, HSPPR is granted the authority to serve as the City's agent for bite case management and reporting with El Paso County Public Health with regard to domesticated animal bites occurring within the corporate limits of the City.
13. The HRPPR facility shall be the designated City Animal Shelter. The Shelter shall accept animals from Animal Law Enforcement-related activities 24 hours per day 7 days per week. The Shelter shall accept stray animals from the general public during its normal business hours.
14. This Contract shall not include services provided for owner relinquished animals, or animals covered under other agency contracts, or general humane operations (i.e. animals transferred to HSPPR at HSPPR's request). Stray animals with unknown origin shall be appropriately allocated among all of HSPPR's contracts.
15. Animals impounded by Animal Law Enforcement or accepted from a citizen as a stray animal shall be held as required by City Ordinance or State Statute (e.g. bite cases, Dangerous Animal, or Animal Cruelty).
16. HSPPR will provide service to reunite lost pets with their families in accordance with the City Code.
17. Animals that become the property of HSPPR will be assigned a disposition in accordance with the policies and procedures of HSPPR.
18. HSPPR will operate in compliance with all applicable local, state and federal laws pertaining to operating an animal shelter.
19. Animal Law Enforcement shall license animals in accordance with the City Code. Appropriate records shall be maintained on licensed animals. All funds collected by Animal Law Enforcement for the licensing of animals shall be retained by the Society. HSPPR shall provide all animal tags and license forms.
20. Any fees, licensing revenue or restitution collected by HSPPR in accordance with the City Code shall be retained by HSPPR. Any restitution (including boarding fees) collected by the City Municipal Court on behalf of HSPPR shall be remitted to HSPPR. Court fines collected by the Court shall be retained by the City.
21. HSPPR AUDIT: No later than 90 days after the close of HSPPR's fiscal year, HSPPR will, at its expense, cause an independent audit to be made of its books and records of account by an accounting agency selected by HSPPR. A copy of the auditor's report will be provided to the City Contract Administrator upon completion.
22. CITIZEN COMPLAINT RESOLUTION: The level of customer service provided to the citizens is of utmost importance to the City. It is expected that HSPPR will handle all citizen interaction in a courteous and professional manner.
23. Contractor's Records Not Subject to Colorado Open Records Act. Unless specifically identified as public records in Exhibit A "Scope of Services," all records of Contractor related to, prepared, or maintained in connection with the provision of Services under this Contract are the property of Contractor, shall be

deemed confidential and proprietary, and shall not be deemed public records as defined in the Colorado Open Records Act ("CORA"). Contractor will respond to public requests for records in accordance with Contractor's written policy concerning such disclosure. Any work product, materials, and documents produced or maintained by Contractor pursuant to this Contract shall remain the property of Contractor and retained in accordance with Contractor's written records retention policy.



Regular City Council Meeting

New Business –9A

Items removed from Consent Agenda

January 24, 2023

Summary Information

Title:

CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

Initiator: City Clerk

Presenter: City Clerk

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

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

Previous Action by City Council:

Attachment:

Background Information

Strategic Plan Priority (if applicable):

Facilitate responsible development, building reasonable capacity to meet future community needs.

Diversify city financial resources and invest.

Provide reliable access to public safety services.

Improve the quality and availability of parks and recreation opportunities

Recommendation

Staff recommendations

Proposed Motion

"I move to approve"



Regular City Council Meeting

New Business-9B

Cost verses Revenue of the Recycling
Center

January 24, 2023

Summary Information

Title:

Discussion of the Costs and Revenues for the Fountain Recycling Center

Initiator : Luchia Tingley

Presenter: Luchia Tingley

Legal Review: Yes No

Council Action

X Council Information

Report to Council

Summary Overview and List of Attachments:

A breakdown of the incoming revenue and the outgoing cost for the Fountain Recycling Center.

Review actual cost of service

Attachments: Cost valuation

Background Information

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.
- Diversify city financial resources and invest.
- Provide reliable access to public safety services.
- Improve the quality and availability of parks and recreation opportunities

Recommendation

Staff recommends: Nothing at this time until discussions have been completed.

Proposed Motion

Motion to: Nothing at this time.

RECYCLING INCOME AND COST FOR 2022

INCOMING REVENUE

\$1 DROP FEES: TOTAL **\$4,383.00**

COLORADO INDUSTRIAL FOR TIN/ALUMINUM/META: TOTAL **\$3,354.15**

PAINT CARE: TOTAL **\$160.00**

TOTAL INCOMING REVENUE \$7,897.15

OUTGOING EXPENDITURES

1 PART-TIME EMPLOYEE WAGES: **\$10,831.00**

COLORADO INDUSTRIAL CHARGES HAUL FEES: **\$1,055.85**

COLORADO INDUSTRIAL CARDBOARD PICKUPS FEES: **\$3,750.00**

WASTE CONNECTIONS RECYCLABLES AND 30 YARD ROLL OFF: **\$6,456.13**

TOTAL OUTGOING COST: \$22,092.98

DIFFERENCE OF \$14,195.83 OUTGOING EXPENDITURES

THOUGHTS ON LOWING THE EXPENDITURES

ELIMINATING CARDBOARD, A SAVINGS OF \$3,750.00. OR CHARGING MORE DEPENDING ON THE AMOUNT OF CARDBOARD \$5-\$50 DROP OFF FEES.

RAISING DROPOFF FEES FOR ADDITIONAL REVENUE.

CHARGING A \$25.00 DROP OFF FEE FOR LARGE APPLIANCES. REFREGIATORS, STOVES, GRILLS, MICROWAVES, ETC. WE CURRENTLY CHARGE \$1

FYI:

- Landfills will not take freon so they will not take refrigerators or freezers unless the freon mechanism has been removed.
- Landfills charge \$45.00 for washers/dryers, etc.

- Private Hauls charge \$65.00 for pick up and disposal.
- Colorado Industrial will take a freon appliance, however they will not give money to the customer for the metal.
- Urban Recycling charges \$10.00 a piece for large appliances.

Just eliminating the cardboard and raising the drop off fees would bring us closer to the actual cost of expenditures.

If eliminating cardboard and raising the drop off fees, adding an additional PT employee (\$8,000) would increase the wages portion up from \$10,831.00 to \$18,831.00 for an outgoing cost \$14,500.00. At some point, if we continue operations at the Recycling Center and additional PT employee has to be added.

Todd and I have reached out the Colorado Industrial (I wrote the letter, Todd sent it) and Waste Connections asking for sponsorship, with no response.

Economic Development Commission
November 14, 2022

General Meeting Minutes

(COVID Social Distancing Protocols and Unvaccinated Masks in Effect)

Chair Small called a regular monthly meeting of the Economic Development Commission to order at 5:31 pm. Commissioners present included Vice Chair (VC) Dan Osinski, Nicole Reinhardt, Mercedes Davis, and James Flowers. Staff in attendance included: Economic Development Director (EDD) Kimberly Bailey and Deputy City Manager (DCM) Todd Evans. Guest Speakers in attendance included Andrew and Arianne VanDerWege.

APPROVAL OF MINUTES

Chair Small presented for approval the October 17, 2022 meeting minutes. VC Osinski motioned for approval, seconded by Davis, and passed unanimously by the board.

NEW ITEMS

Go West Farms

EDD Bailey provided introductions and welcomed guest speakers, Andrew and Arianne VanDerWege, to share a business profile overview of its Go West Farms new business entry in the City of Fountain.

Andrew shared their 21 years of experience in the field of youth/camp development operations hosted at venue locations throughout the Pikes Peak region. Arianne discussed the new business operations of Go West Farms as it seeks to establish and bring new services into the City of Fountain community and region. The ownership provided presentation material, Link Road site location specifics, and highlighted a few key challenges in permit and license procedures on behalf of its small business operations.

Guest presentation highlights, included:

- Approximately 750 youth attend its Summer Camp programs which take place throughout the region at State of CO certified host venue locations.
- Link Road property is the former Wee Wonders Tiny Pony Farm with surrounding large-lot residential.
- Small Business Key Challenges:
 - LLR Zoning Code and Land Use per the City of Fountain Planning Department.
 - AG Structures lack of permitting protocols per the Pikes Peak Regional Building Division (PPRBD).
 - Heighten Cost Expenditures as it pertains to technical services, off-site and site area improvements.

General EDC commentary, included:

- (Chair Small and Reinhardt) EDC board members expressed thank you for time and educational awareness and encouraged small business entry to serve the community.
- (Davis) The property is one of a few zoned LLR along Link Road and appreciates the business' desire to retain the rural components of the land in its business services.
- (Reinhardt) Brought forth the uniqueness of the Farm (new) and Camp (organic) business profile and the pertinent needs it could address in the community.
 - (Andrew V.) Provided further commentary as to how the business profile does meet a component of the City Council Strategic Plan "to improve the quality and availability for the community as it pertains to youth and lifestyle services."

City Staff commentary, included:

DCM Evans addressed the following topics:

- The 2005 LLR Zoning is aged, creates development challenges, and necessitates a revision to the Comprehensive Land Use Plan as facilitated by the City Planning department.
 - City Council has funded this Strategic Plan objective with the COMP Plan revision process is to transpire within the 2023/2024 timeframe.
 - The process will necessitate public engagement and business feedback.
- Currently, LLR Zoning is determined via City Attorney and Land Use Attorney interpretation of the code and overall guidance to identify common ground direction on behalf of development.
- PPRBD lack of permitting and/or exemption policy of AG Structures as it pertains to >/<200 SF structures is a void in the process and creates a lapse in permitting authority.
- Link Road represents a transitional land use corridor (family residential homesteads vs. new business entry) which creates conditions of concern as it pertains to future traffic capacity, property access, and public safety.

Closing EDC commentary, included:

Chair Small shared alternative thoughts with respect to the new small business entry:

- Conditional use application timing under LLR Zoning and the two distinct land uses as identified in the business profile overview.
- Child Care access lacks in the community and the year-round potential of business operations.
- Phased-in considerations as to offsite and/or site area improvements as identified under the business profile overview.

Please refer to the presentation materials on record for more information.

UPDATES

Commercial Development, City Planning

DCM Evans shared some updates as it pertains to commercial development in the City:

- Boardmoor Pet Resort and Boarding facility located at South Bandley Drive in now open.
- Fountain Creek Winery forecasts a soft opening in Dec 2022 located in Gateway District.
- Watermark Apartments is finalizing site plan/permitting approvals located in southeast INFILL area of the Mesa Ridge corridor.
- Link Road has the new Aspen Ranch residential and new small business entry users which are creating conditions of concern as it pertains to traffic congestion, sidewalk/gutters ROW, property accesses, and public safety crossings as continual areas of addressing by the City.

Relocate Publication, 2023 edition

EDD Bailey referenced the Relocate publication as provided and City of Fountain community profile tab section. The 2023 edition is available upon request for additional stock of copies for businesses.

Economic Development/Urban Renewal City Department Update

EDD Bailey referenced the material as presented during the October 25, 2022 City Council session. The Council has requested each department to provide 1x update per year with Council and Public. The ED/UR update relayed it's the youngest department formation in the City, echoed the multiple Master Plans and Board(s) of Governance, Project Scope and Missions, Five Strategic Plan Objectives per Council, and Critical department needs. Please refer to the presentation materials on record for more information.

UCCS Monthly Dashboard Report

EDD Bailey shared a new compilation of economic data reporting as a courtesy copy provided by Data-Driven Economic Strategies; a spin off affiliate under the former UCCS Economist, Tatiana Bailey. The cost of this

new data reporting service was quoted around \$5,000 as an annual subscription service vs. \$1500 annual USSC business sponsorship. EDD is to meet with the UCCS Dean of Business College to explore future economist direction of the university and the annual forum as it compares to affiliate service providers. There will be more to come as a discussion basis for the EDC in 2023 and budget considerations.

COMMISSIONER COMMENTARY TIME

Olde Town

- N/A at this time.

Small Business Advocacy

- Flowers mentioned the Fountain Creek Winery soft opening around December 2022 in the Gateway District and a future ribbon-cutting ceremony to-be hosted with the FV Chamber of Commerce.

Business Development/Policy

- N/A at this time.

Real Estate Market

- VC Osinski mentioned the following stats as it relates to residential housing market: a decrease of 50%+ in mortgage applications, a slight decrease in Interest Rates are being realized, and 43% of homes listed in the market are experiencing a market correction with revised list pricing.

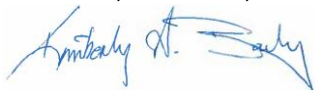
Military

- N/A at this time.

ANNOUNCEMENTS

- CoF Public Safety Voter Ballot Measure - November 2022
 - <https://www.fountaincolorado.org/cms/One.aspx?portalId=6004447&pageId=18765779>
- Mayor's Tree Lighting, The Lawn City Hall, November 18, 2022 @ 6pm
- Public Survey: COS Water Service Extension Proposed Ordinance
 - <https://www.csu.org/Pages/WaterServiceExtensionProposedOrdinance.aspx>
- Small Business Saturday Shop Local, November 26, 2022
 - <https://pikespeaksbdc.org/what-we-do/events/small-business-saturday/>
- Board Tenure, Board Announcements and Quorum Availabilities
 - EDD Bailey provided a general awareness of board member Tenure, effective March 1, 2023
 - EDD Bailey announced Nicole Reinhardt will be transitioning to serve with the Fountain Urban Renewal Authority, effective January 1, 2023
 - EDD Bailey will begin to prep for Board Vacancy recruitment and public outreach awareness.
 - Chair Harville discussed Board Quorum availability as to the EDC December 12, 2022 general meeting. After a round of general discussion by the board, VC Osinski motioned to cancel Dec 12th general board meeting due to lack of quorum, seconded by Reinhardt, and passed unanimously by the Board; staff will post a public notice.
 - EDD Bailey stated the next EDC general meeting will transpire on January 9, 2023 @ 5:30pm in Council Chambers, City Hall.
- Healthy Holidays and a Happy New Year to all!

Chair Small asked if there was further business. No further topics were brought forth by subsequent board members; therefore, Davis motioned to adjourn, seconded by VC Osinski, passed unanimously at 7:08pm.



Kimberly Bailey

Date 1.9.23

FOUNTAIN URBAN RENEWAL AUTHORITY

November 15, 2022

(COVID-19 Social Distancing and Unvaccinated Masks in effect)

General Board Meeting Minutes

Chair Aragon called a regular monthly meeting of the Fountain Urban Renewal Authority to order at 6:00pm. Commissioners present included Vice Chair (VC) McMaster, Dixie Snyder, Leslie Louzon-Keller, and Logan Broz. Additional attendees include: Ms. Bartow and Ms. Mallorie Hansen of CliftonLarsonAllen (CLA), as well as, FURA Executive Director (ED) Kimberly Bailey

PUBLIC HEARING

6:01pm Chair Aragon called a Public Hearing of the Fountain Urban Renewal Authority to order, seconded by Snyder and motion passed unanimously by the Board.

CLA Bartow presented a final 2023 Budget for adoption by the Board, with minor changes to appropriations and/or line item classifications completed in reflection of recent board review sessions. With no items brought forth further by the board in need of additional discussion, she thanked the board for their recent feedback and the new board members' participation in this year's planning process.

CLA Bartow presented the 2022 Budget Amendment for the debt services fund due to the CHFA 2022 Loan paydown of the Authority; with no questions presented by the board for additional discussion. ED Bailey commented the listing of public budget amendments was hefty this year in newsprint with the Authority apparently performing as our industry peers.

Chair Aragon asked if there was any other items or questions to be discussed. ED Bailey acknowledged no Public present during Public Hearing. As such, Chair Aragon called a Public Hearing of the Fountain Urban Renewal Authority to close, seconded by Snyder with motion passed unanimously by the Board; Public Hearing closed at 6:14pm.

FINANCE

Resolution 22-04 Approving the 2023 Budget

ED Bailey presented a motion of approval on behalf of Resolution 22-04 Approving the 2023 Budget of the Fountain Urban Renewal Authority. VC McMaster motioned for REZ 22-04 approval, seconded by Snyder, and the motion passed unanimously by the Board.

Resolution 22-05 Amendment 2022 Budget

ED Bailey presented a motion of approval on behalf of Resolution 22-05 Amending the Fountain Urban Renewal Authority 2022 Budget. VC McMaster motioned for REZ 22-05 approval, seconded by Broz, and the motion passed unanimously by the Board.

Audit Engagement Letter

CLA Bartow presented a 2022 Budget/Audit Engagement Letter on behalf of BiggsKofford for review by the Authority. 2022 Audit would represent the fourth year of service performed by BiggsKofford. CLA Bartow also

commented on their services track record with the Authority and the current lack of service providers in the industry; due to both demand/supply and workforce impediments.

ED Bailey asked for clarity of audit focus areas and cost of services on behalf of new board members' understanding. CLA Bartow explained the Audit focuses on 1) material mis-statements, 2) asset accountability, and 3) financial policy and government reporting compliance. It's anticipated for services to increase by 3-5% annually with this year's total cost at \$8,350.00. ED Bailey also commented the Audit is due by April timeframe to roll up within the City of Fountain CARFA annual reporting. VC McMaster noted the error in date stamp and pricing in the Engagement Letter as presented. CLA Bartow and Hansen researched an online current version with pricing confirmed at \$8,350, with an apology for the variation and an email sent to ED Bailey for validation.

VC McMaster motioned for ED Bailey to proceed with executing the 2022 Audit Engagement Letter; per pricing verification, second by Snyder with motion passed unanimously by the Board.

CONSENT AGENDA

The following Consent Agenda items were presented for approval:

- Approval of October 18, 2022 General Meeting Minutes
- Approval of November 15, 2022 Accounts Payable
- ~~Approval of November 15, 2022 Monthly Financials Report~~
 - *CLA Bartow noted this item as exempt from Consent due to their lack of providing a timely deliverable.*

Snyder motioned for Consent approval as denoted, second by Broz, and the motion passed unanimously by the Board.

Check Signing

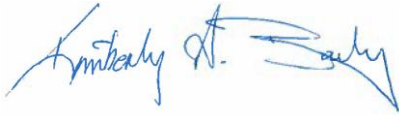
As approved on consent, A/P checks were signed totaling \$25,805.18

ANNOUNCEMENTS

1. CoF Public Safety Voter Ballot Measure - November 2022
 - i. <https://www.fountaincolorado.org/cms/One.aspx?portalId=6004447&pageId=18765779>
2. Mayor's Tree Lighting, The Lawn City Hall, November 18, 2022 @ 6pm
3. 2023 Chair, Vice Chair, Council re-Appointments
 - i. ED Bailey referenced new board member applicant, Nicole Reinhardt, is to proceed with formal Appointment during City Council December 6th session.
 - ii. ED Bailey referenced Tamera Estes in fulfilling a former 5YR seated term under City Council designation status with the ED and Chair Aragon having recommended Estes to be seated for a renewal 5YR appointed with the City. Estes recommendation is to proceed with formal re-Appointment during City Council December 6th session.
 - iii. ED Bailey commented briefly on Chairman and Vice Chairman 2023 appoints which are facility by the Authority not City Council.
 1. Chair Aragon expressed his commitment to continually serve, under the shift to host board meetings on the 3rd Tues of each Month; the board acknowledged support for January 2023.
 2. V.Chair McMaster expressed his interest to continue to serve; the board acknowledged support for January 2023.
4. December 15, 2023 general meeting QUORUM of availability was discussed by the board with Chair Aragon motioned for a meeting cancelation approval, second by Broz and the motion passed unanimously by the Board; staff will post a public notice.
5. Reminder: 2023 Board Meeting Schedule – 3rd TUES of each Month – adjust schedules accordingly with a January 17, 2023 to be the next general board meeting at City Hall.

6. Healthy Holidays and a Happy New Year to all!

Chair Aragon asked if there was any further business. No further topics were brought forth by board members; therefore, VC McMaster motioned to adjourn, second by Louzon-Keller, passed unanimously by the board at 6:40pm.



Kimberly Bailey, Executive Director

1.24.23

Date

DRAFT