



CITY COUNCIL AGENDA
August 22, 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

- Women's Army Corps Veterans Association Presentation/Thank you to the City (Cindy Anderson)
- Department Update: Engineering (B. Sheets 10 mins)
- Woodman Hall Adaptive ReUse PH III and Small Business Procurement Presentation (Fountain Urban Renewal Authority, Executive Director, K. Bailey 10 mins)

4.2) Board/Commission/Committee

5) Correspondence, Comments and Ex-Officio Reports

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 August 8, 2023, City Council Meeting Minutes (S. Huffman)

B. Resolution 23-034, A Resolution Initiating Annexation Proceedings For Annexation Of Territory Known As School District No. 8 Arena Access Annexation, Generally Located At 10535 Jimmy Camp Road, Finding The Petition To Be In Substantial Compliance With Section 31-12-107(1) C.R.S. And Setting A Public Hearing Date (October 10, 2023) On Eligibility Of The Territory For Annexation In Accordance With Section 31-12-108(1) C.R.S And More Specifically Described In Exhibit A.

C. Resolution 23-035 Authorizing And Approving The Water Carriage Agreement Between The City Of Fountain And The Fountain Mutual Irrigation Company For The Conveyance Of The City's Priority #17 Water Right Through The Fountain Mutual Ditch. (T. Murphy)

8) Old Business

A. Second Reading Of Ordinance 1791, An Ordinance Submitting To The Registered Qualified Electors Of The City Of Fountain, Colorado At The General Coordinated Election To Be Held On Tuesday, November 7, 2023, The Question Of The Imposition Of A Sales Tax Increase Required To Join The Pikes Peak Rural Transportation Authority (T. Johnson est. 20 min.)

9) New Business

A. Consideration Of Items Removed From The Consent Agenda

B. Resolution 23-036, A Resolution Appointing A Hearing Officer (T. Johnson 5 min)

C. Resolution No. 23-037 A Resolution Of The City Council Of The City Of Fountain, Colorado Authorizing The Purchase Of Certain Ambulance Equipment (J. Lewis 5 min)

10) City Council Agenda Requests

City Council shall use this time to request any items for future consideration.

11) Announcement of Executive Sessions

12) Adjourn

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

NEXT REGULAR COUNCIL MEETING

September 12, 2023



Regular City Council Meeting

Consent –7A
Council Meeting Minutes

August 22, 2023

Summary Information

Title:

APPROVAL OF THE AUGUST 8, 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 August 8, 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

August 8, 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 Cory

Council Member Rick

Council Member Applegate

Council Member Hinton

Council Member Duncan

4 (1) Presentations

Department Update: Police Dept.

Police Chief Cristiani introduced the K-9 dogs and their importance on the team. He also introduced the newest clinician to the BCHON unit stating that they will have someone with this unit 7 days a week, 24 hours a day. He introduced Lt. Mallet and she reported on the accomplishments of the Explorers competition event and their multiple trophies.

Chief Cristiani gave a department update noting the current staff, statistics, and future plans for the department.

He asked for a moment of silence in prayer for Wanda Cabello, Crime Analyst who is struggling with health issues.

Council Member Duncan stated that she has seen cars disobeying the school bus stop sign and asked the PD to keep an eye out since school is in session.

Fountain UP Presentation of donation to K-9 unit

Joney Carneal, Chairperson for Fountain UP presented the K-9 unit with \$2,500 that was raised from their Bark in the Park event.

Chief Cristiani accepted the donation and thanked Fountain UP for their contribution.

Proclamation for the Honoring the Brave Day

Mayor Thompson read the proclamation into record.

Home Front Military Network Update

Kate Hatton, Home Front Military Network, presented information on services, resources, statistics and community impact that the network provides to current military and veterans.

Sally Clark, Board Member reported on an upcoming fundraiser for the network.

Council Member Hinton noted that he fully endorses the Military network and their great services to the community.

Council Member Duncan reported that she is a table captain for the fundraising event and invited the community and staff to the event.

4 (2) Board/Commission/Committee Appointments

There were no appointments.

5) Correspondence, Comments and Ex-Officio Reports

City Manager Trainor reported on Ms. Julian Singleton, Military Fellow that she was able to meet with several staff and really enjoyed her time with the City. He then reviewed several military organizations that the city partners with and are members of.

Deputy City Manager Evans updated Council on the Indiana Road project, its timeline and impact to the community.

Council Member Rick asked if there would still be money in the budget for the traffic light to be installed at Jimmy Camp and Ohio.

Deputy City Manager Evans stated that should the bid come in at or below the budgeted amount, they may be funding left for that project.

Administrative Director Trylch reported on the upcoming public meeting on the PPRTA and that information on this can be found online.

Utility Director Blankinship reported on a damaged water line on Rustique that has been repaired.

Council Member Rick thanked the Police Department for their quick response to the public on a gas line break and the Electric Department for their timely repair on a power outage.

Council Member Hinton thanked the Street Department for ongoing work and asked citizens to be patient and cautious in construction zones.

Mayor Pro Tem Estes reported on her attendance at the teachers picnic and noted that the SRO's are highly respected. She also thanked Sgt. Sanchez on his help with the vaping ordinance. She stated that there are resources available for anyone in a domestic violence situation and please reach out. She gave contact and reporting information. She thanked Council Member Duncan on hosting a town hall meeting on mental health.

Council Member Applegate stated that he will attend the last meeting for the Emergency Services Authority as they will abolish the board at that meeting.

Council Member Duncan stated there are many local leaders and thanked resident Al Lender for his contributions to the community through his maintenance of city right of ways. She reported on a paint drop off at Sand Creek High School, her attendance at the back to school event at Fountain Fort Carson High School and the celebration of the permanent home for the Space Force in Colorado Springs. She thanked Economic Development Director Bailey for hosting the Old Towne event in front of City Hall.

Mayor Thompson reported that the Space Command ceremony was successful and great for our state. She reported on her attendance at the Purple Heart ceremony. She then stated that the PPACG will begin its long-range transportation planning.

6) Public to be Heard

Sally Clark, Mayor Moblade representative, reported that Mayor Moblade has assigned her to the office of Community and Military engagement and stated if the City of Fountain needs any assistance to contact her.

City Manager Trainor stated that should Ms. Clark need military connections that he would be more than happy to connect her to those.

7) Consent Agenda

A. Approval Of The July 25, 2023, City Council Meeting Minutes

Council Member Rick made a motion to approve the consent agenda, seconded by Council Member Duncan. 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.

10) City Council Agenda Requests

There were no requests.

11) Announcement of Executive Sessions

City Clerk Huffman requested the following executive sessions:

Pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions.

Council Member Rick made a motion to hold the executive sessions as requested, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried.

12) Adjourn

There being no further business, Mayor Thompson declared the meeting adjourned at 7:35 P.M.

City Clerk

Mayor



Regular City Council Meeting

Consent –7B

Set a Public Hearing Date

August 22, 2023

Summary Information

Title:

RESOLUTION 23-034, A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR ANNEXATION OF TERRITORY KNOWN AS SCHOOL DISTRICT NO. 8 ARENA ACCESS ANNEXATION, GENERALLY LOCATED AT 10535 JIMMY CAMP ROAD, FINDING THE PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1) C.R.S. AND SETTING A PUBLIC HEARING DATE (OCTOBER 10, 2023) ON ELIGIBILITY OF THE TERRITORY FOR ANNEXATION IN ACCORDANCE WITH SECTION 31-12-108(1) C.R.S AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT A.

Initiator : Kristy Martinez AICP, Planning Supervisor

Presenter: Kristy Martinez AICP, Planning Supervisor

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

The purpose of this action item is for City Council to set the public hearing date on the eligibility of the proposed annexation in accordance with Section 31-12-108(1) C.R.S.

Attachment A: Vicinity Map

Attachment B: Annexation Map for School District No. 8 Arena Access Annexation

Attachment C: Resolution 23-034

Background Information

This petition for annexation involves approximately 1.39 acres known as School District No. 8 Arena Access Annexation. Please refer to the vicinity map in Attachment A for the specific location of the property. The resolution in Attachment C is required by Section 31-12-108 C.R.S., as amended, and accomplishes the following purposes:

1. It verifies that the submitted annexation petition is substantially in compliance with the petition requirements set forth in state statutes; and
2. The resolution establishes the date, time and place of the City Council public hearing at which any person may attend and present evidence and testimony. The public hearing date for this annexation request is October 10, 2023 at 6:00 P.M. in the City Council Chambers.

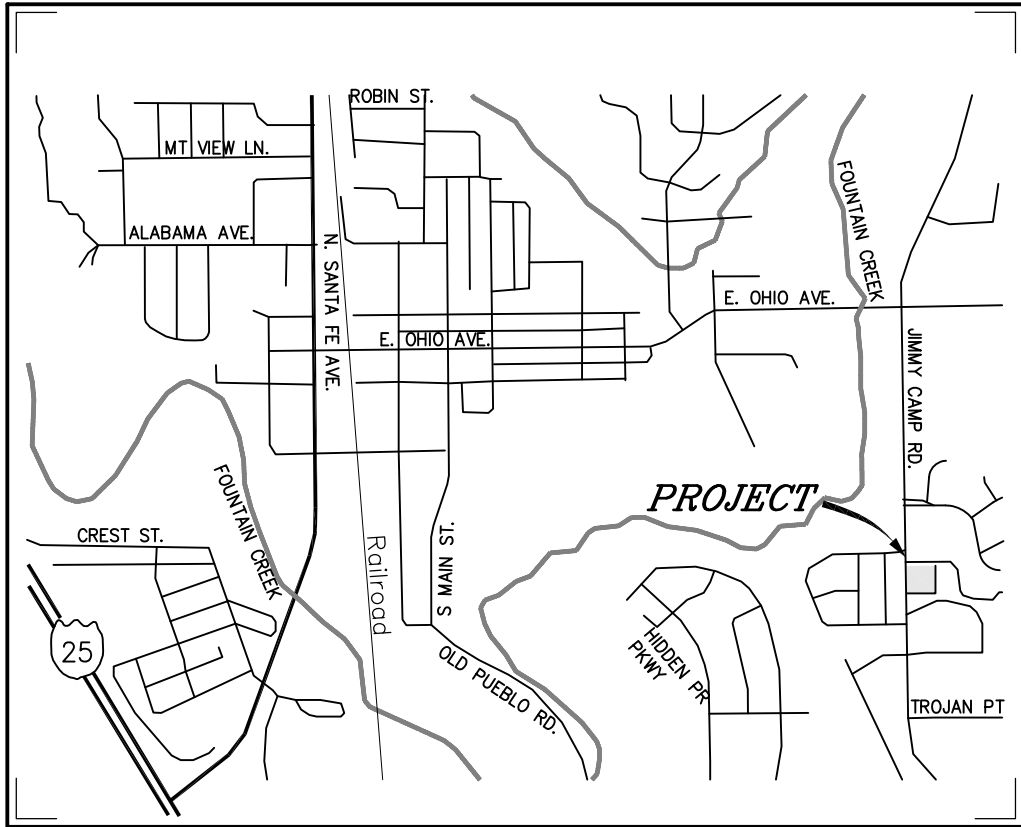
After reviewing the submitted annexation petition, staff concludes that a) it contains the signatures of more than fifty percent (50%) of the landowners representing more than fifty percent (50%) of the area (excluding public streets and alleys); and b) the annexation map meets the criteria set forth in section 31-12-107 (1) C.R.S., specifically the one-sixth (16.6%) contiguity requirement. The School District No. 8 Arena Access Annexation has 100% of the perimeter contiguous with the corporate limits of Fountain.

Recommendation

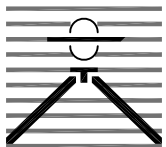
Staff recommends approval of Resolution 23-034.

Proposed Motion

Motion shall be included under consent.



N.T.S.



VICINITY MAP ANNEXATION & ZONING

Drexel, Barrell & Co.
Engineers • Surveyors

DATE:
4-20-23

DWG. NO.

JOB NO:
20416-20

VMAP1

SHEET 1 OF 1

SCHOOL DISTRICT 8 ARENA ACCESS ANNEXATION

A TRACT OF LAND BEING LOCATED IN SECTION 8, TOWNSHIP 16 SOUTH, RANGE 65 WEST OF THE SIXTH P.M. EL PASO COUNTY, COLORADO

KNOW ALL MEN BY THESE PRESENTS:

THAT THE ATTACHED PLAT CORRECTLY SHOWS THE BOUNDARY LINES OF THE TRACT TO BE ANNEXED TO THE CITY OF FOUNTAIN, TOGETHER WITH THE ESTABLISHED CITY LIMITS, SAID TRACT DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE NE 1/4 OF SAID SECTION 8, FROM WHENCE THE NORTH LINE OF SECTION 8 BEARS N88°36'39"E, 1320.88 FEET, TO THE NORTHEAST CORNER THEREOF, SAID NORTH LINE MONUMENTED AT THE WEST TERMINUS BY A FOUND 3.25" ALUMINUM CAP STAMPED "DREXEL BARRELL & CO. T165 R65W E 1/16 S8 1985 LS 17664 AND MONUMENTED AT THE EAST TERMINUS BY A FOUND #6 REBAR WITH A 3.25" ALUMINUM CAP STAMPED "DREXEL BARRELL & CO. T165 R65W S5 S4 S8 S9 2007 PLS 29413", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE HERETO;

THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4 AND THE EASTERLY LINE OF THE JIMMY CAMP ROAD ANNEXATION, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 205167019 OF THE RECORDS OF EL PASO COUNTY COLORADO, S07°08'40"E, 238.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST AND EASTERLY LINES, S07°08'40"E, 235.00 FEET, THENCE ALONG THE NORTH LINE OF THE HIGH SCHOOL NORTH PROPERTY ADDITION ANNEXATION, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 206723292 OF THE RECORDS OF EL PASO COUNTY, AND THE NORTH LINE OF SCHOOL DISTRICT 8 FILING NO. 3, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 20712679 OF THE RECORDS OF EL PASO COUNTY, N88°36'26"E, 257.88 FEET TO THE WESTERLY LINE OF SONADOR RANCH TOWNHOMES ANNEXATION, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 20712680 OF THE RECORDS OF EL PASO COUNTY;

THENCE NORTHERLY AND WESTERLY ALONG SAID SONADOR RANCH TOWNHOMES ANNEXATION THE FOLLOWING TWO (2) COURSES:

1. N01°23'34"W, 235.00 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 8 AND THE EASTERLY LINE OF SAID JIMMY CAMP ROAD ANNEXATION AND THE POINT OF BEGINNING.
2. S88°36'26"W, 256.83 FEET TO THE WEST LINE OF THE NE 1/4 OF THE NE 1/4 OF SECTION 8 AND THE EASTERLY LINE OF SAID JIMMY CAMP ROAD ANNEXATION AND THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED TRACT CONTAINS 60,475 SQUARE FEET, MORE OR LESS.

SURVEY NOTES

1. THE BEARINGS AS SHOWN HEREON ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983, THE NORTH LINE OF NE 1/4 OF THE NE 1/4 OF SECTION 8, T165, R65W, 6TH P.M., BEARS N88°36'39"E, 1320.88 FEET, AND IS MONUMENTED AS SHOWN HEREON.
2. THE LINEAL UNIT OF MEASURE IS THE U.S. SURVEY FOOT.
3. BEARINGS INTO AND OUT OF THESE CORNERS, REPRESENT THE RECORD ANGLES PER SONADOR RANCH TOWNHOMES ANNEXATION.
4. THIS IS NOT A MONUMENTED LAND SURVEY PLAT.

PERIMETER CALCULATION

PERIMETER OF BOUNDARY: 985 FEET
 CONTIGUOUS BOUNDARY: 985 FEET
 RATIO OF CONTIGUITY: 100%
 AREA OF PARCEL: 1,388.3 ACRES +/-

SURVEYOR'S STATEMENT:

I, JOHN C. DAY, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE MAP SHOWS HEREON CORRECTLY DELINEATES THE ABOVE DESCRIBED PARCEL OF LAND AND THAT AT LEAST ONE SHOWN (1/6) OF THE PERIPHERAL BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT BOUNDARY OF THE CITY OF FOUNTAIN, EL PASO COUNTY, COLORADO.

JOHN C. DAY
 PLS NUMBER 29413
 FOR AND BEHALF OF
 DREXEL BARRELL & CO.

DATE _____

IN WITNESS WHEREOF:

THE CITY OF FOUNTAIN, EL PASO COUNTY, STATE OF COLORADO BY THE ACTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN AT ITS MEETING ON THE _____ DAY OF _____, 2023.

BY: _____ MAYOR OF FOUNTAIN
 ATTEST: _____ CITY CLERK

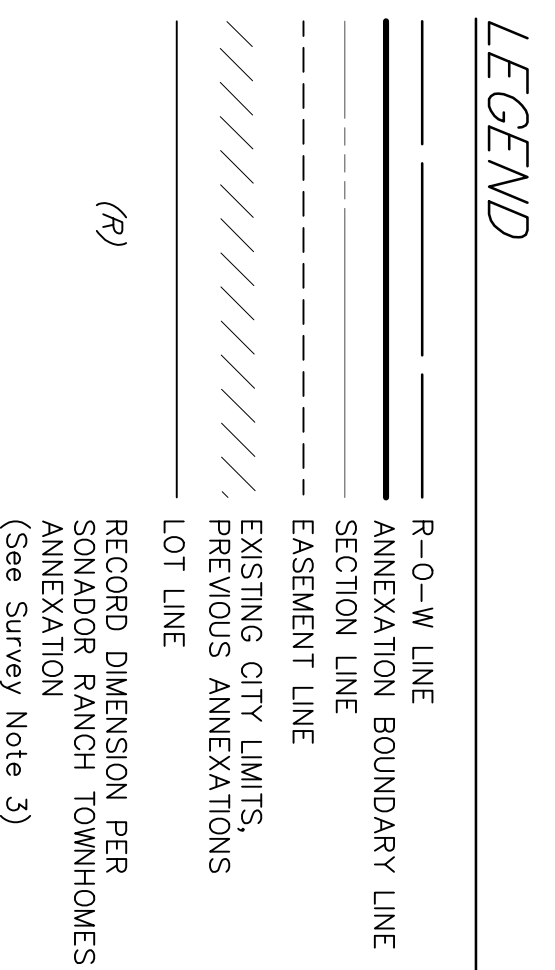
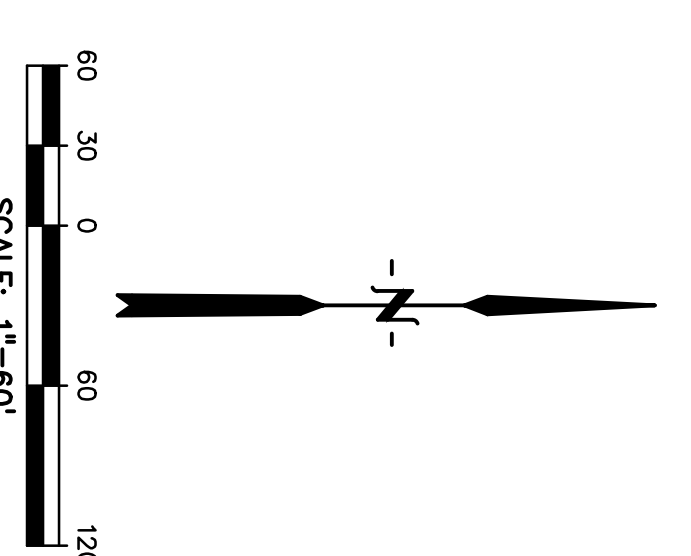
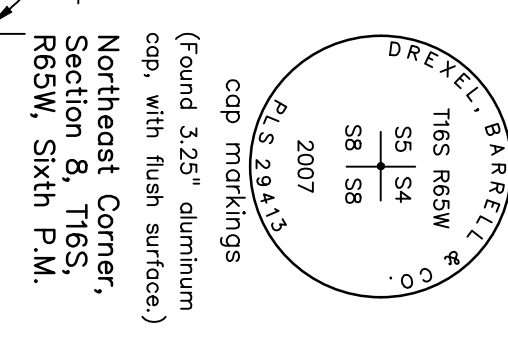
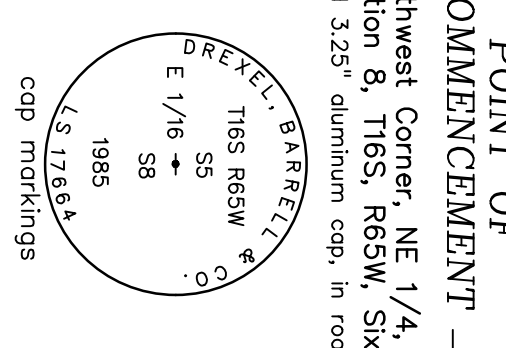
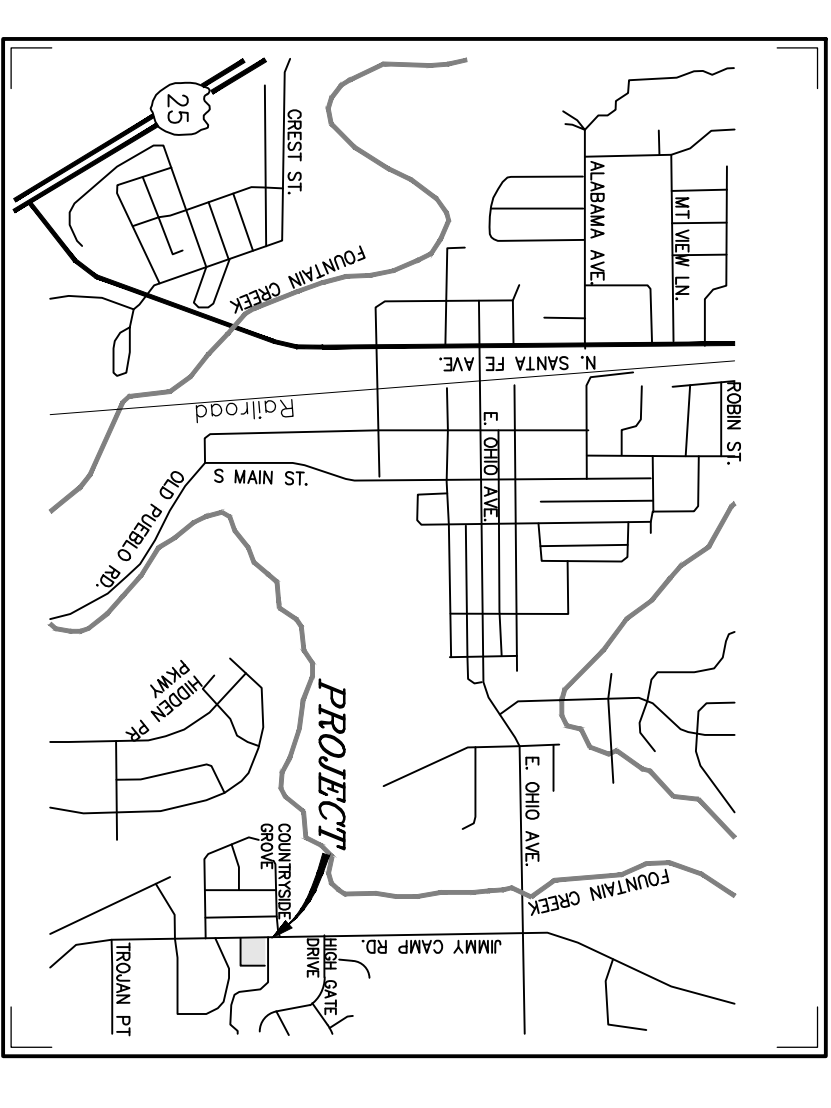
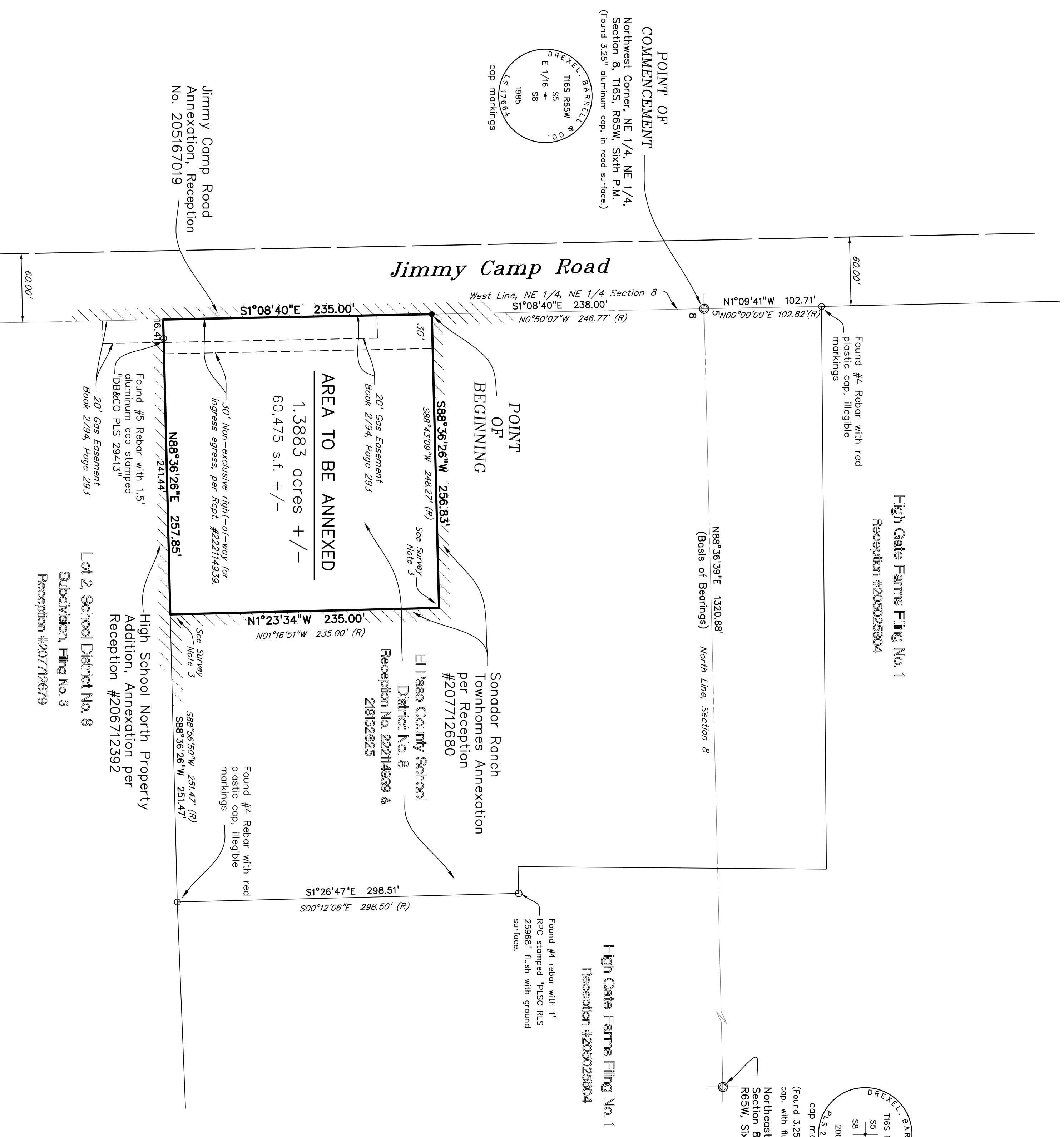
CLERK AND RECORDER'S CERTIFICATE:

STATE OF COLORADO)
 COUNTY OF EL PASO)

I HEREBY CERTIFY THIS INSTRUMENT WAS FILED FOR RECORD IN MY OFFICE AT _____ O'CLOCK _____ M., THIS _____ DAY OF _____, 2023 AND IS DULY RECORDED UNDER RECEPTION NUMBER _____ OF THE RECORDS OF EL PASO COUNTY, COLORADO.

STEVE SCHLEIKER, RECORDER
 FEE: _____

BY: _____ SURCHARGE: _____
 DEPUTY



<p>Drexel, Barrell & Co. Engineers/Surveyors 3 SOUTH 7TH STREET, COLORADO SPRINGS, CO 80905 (719) 260-0887 1376 WINNERS DRIVE, SUITE 107, LAVERGNE, CO 80806 (303) 442-4388</p>		Revisions - Date	Date	Drawn By	Job No.
		Scale	6/28/2023	SC/AVC	20416-20
Checked By	1" = 60'	JCD	20416-20 ANNEX		



RESOLUTION 23-034

A RESOLUTION INITIATING ANNEXATION PROCEEDINGS FOR ANNEXATION OF TERRITORY KNOWN AS SCHOOL DISTRICT NO. 8 ARENA ACCESS ANNEXATION, GENERALLY LOCATED AT 10535 JIMMY CAMP ROAD, FINDING THE PETITION TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 31-12-107(1) C.R.S. AND SETTING A PUBLIC HEARING DATE (OCTOBER 22, 2023) ON ELIGIBILITY OF THE TERRITORY FOR ANNEXATION IN ACCORDANCE WITH SECTION 31-12-108(1) C.R.S AND MORE SPECIFICALLY DESCRIBED IN EXHIBIT A.

WHEREAS, the petition for annexation of certain parcels of land known as Singer's Subdivision Addition Annexation, as hereinafter described in Exhibit A, has been filed with the City Clerk of the City of Fountain, Colorado; and

WHEREAS, the City Council of the City of Fountain, Colorado (the "City") by this resolution is initiating annexation proceedings to annex to the City by ordinance the territory (the "Territory") described in Exhibit A attached to and made a part of this resolution by reference in accordance with section 31-12-107 (1) C.R.S.; and

WHEREAS, the City Council desires to initiate proceedings by resolution for the annexation of the Territory to the City of Fountain, Colorado and its findings in regard to the petition for the annexation and to set a public hearing date on the eligibility of the Territory for annexation to the City in accordance with section 31-12-108(1) C.R.S. and on the proposed annexation ordinance.

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

1. The petition for annexation of the Territory, is hereby determined to be in substantial compliance with Section 31-12-107(1), C.R.S.

2. The City Council shall hold a public hearing on the eligibility of the Territory for annexation to the City in accordance with section 31-12-108(1) C.R.S. and on the proposed annexation on October 22, 2023 at 6:00 p.m. in the City Council Chambers, 116 South Main Street, Fountain, Colorado to (a) determine if the proposed annexation complies with section 30 of article II of the state constitution and Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation; and (b) consider the annexation of the Territory to the City.

3. The City Clerk is hereby directed to give notice of said hearing as set forth in Section 31-12-108(2), C.R.S.

Done this 22nd day of August 2023.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

EXHIBIT A

LEGAL DESCRIPTION – SCHOOL DISTRICT 8 ARENA ACCESS ANNEXATION

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

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THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE NE 1/4 AND THE EASTERLY LINE OF THE JIMMY CAMP ROAD ANNEXATION, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 205167019 OF THE RECORDS OF EL PASO COUNTY COLORADO, S01°08'40"E, 238.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST AND EASTERLY LINES, S01°08'40"E, 235.00 FEET; THENCE ALONG THE NORTH LINE OF THE HIGH SCHOOL NORTH PROPERTY ADDITION ANNEXATION, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 206712392 OF THE RECORDS OF EL PASO COUNTY, AND THE NORTH LINE OF SCHOOL DISTRICT 8 FILING NO. 3, THE PLAT THEREOF RECORDED UNDER RECEPTION NO.

207712679 OF THE RECORDS OF EL PASO COUNTY, N88°36'26"E, 257.85 FEET TO THE WESTERLY LINE OF SONADOR RANCH TOWNHOMES ANNEXATION, THE PLAT THEREOF RECORDED UNDER RECEPTION NO. 207712680 OF THE RECORDS OF EL PASO COUNTY;

THENCE NORTHERLY AND WESTERLY ALONG SAID SONADOR RANCH TOWNHOMES ANNEXATION THE FOLLOWING TWO (2) COURSES:

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THE ABOVE-DESCRIBED TRACT CONTAINS 60,475 SQUARE FEET, MORE OR LESS.

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

JOHN C. DAY PLS 29413 FOR AND ON BEHALF OF DREXEL, BARRELL & CO.
3 SOUTH 7TH STREET
COLORADO SPRINGS, COLORADO 80905
719-260-0887





Regular City Council Meeting

Consent – 7C
Priority #17 FMIC Water Carriage
Agreement

August 22, 2023

Summary Information

Title:

RESOLUTION 23-035 AUTHORIZING AND APPROVING THE WATER CARRIAGE AGREEMENT BETWEEN THE CITY OF FOUNTAIN AND THE FOUNTAIN MUTUAL IRRIGATION COMPANY FOR THE CONVEYANCE OF THE CITY'S PRIORITY #17 WATER RIGHT THROUGH THE FOUNTAIN MUTUAL DITCH.

Initiator : Taylor Murphy, Water Resources & Engineering Manager

Presenter: Taylor Murphy, Water Resources & Engineering Manager

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments: It is common practice by ditch companies to require a Carriage Agreement when non-shareholder water is requested to run through their ditch. The proposed Agreement dictates the terms under which the City's water (Fountain Creek Priority #17) will be conveyed through the Fountain Mutual Irrigation Company's ditch and establishes how the City will be billed for ditch operations & maintenance.

Attachments:

Resolution 23-035

Water Carriage Agreement (15 pages)

Background Information

The City of Fountain settled Water court Case 19CW3081 in late 2022, changing its Fountain Creek Priority #17 Water Right from historic irrigation to municipal uses. The terms of that settlement required the water to be measured through Fountain Mutual Irrigation Company's (FMIC) ditch facilities before it could be returned to Fountain Creek and put to Fountain's intended uses. Fountain currently owns shares totaling 11% of the Ditch company.

The City's water attorneys have negotiated with FMIC's legal counsel and arrived at suitable terms for a 40-year Water Carriage Agreement. The Agreement establishes how the City's water will be conveyed through the ditch and how FMIC will be reimbursed for that service and use of their infrastructure. Upon execution of the Agreement, the City will pay a one-time 'Buy-in' Fee of \$13,042.53 for the right to use existing ditch facilities (similar to a water tap fee). This Buy-in Fee was anticipated in negotiations during 2022 and is in the current-year water fund budget.

Every year during the agreement, the City will be charged an annual take-or-pay Operations and Maintenance Fee for a minimum amount of water conveyed. Any amount above that minimum will be paid for on a percentage basis of the Ditch's prior year operational expenses.

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 Council authorize and approve Resolution 23-035, approving the Water Carriage Agreement between the City of Fountain and Fountain Mutual Irrigation Company.

Proposed Motion

"I move to approve Resolution 23-035 for the Water Carriage Agreement between the City of Fountain and the Fountain Mutual Irrigation Company".



RESOLUTION 23-035

A RESOLUTION AUTHORIZING AND APPROVING THE WATER CARRIAGE AGREEMENT BETWEEN THE CITY OF FOUNTAIN AND THE FOUNTAIN MUTUAL IRRIGATION COMPANY FOR THE CONVEYANCE OF THE CITY'S PRIORITY #17 WATER RIGHT THROUGH THE FOUNTAIN MUTUAL DITCH.

WHEREAS, the City of Fountain (City) purchased the Fountain Creek Priority #17 Water Right (Priority #17) in 2005 for planned future municipal use; and

WHEREAS, the Priority #17 had historically been used to irrigate lands east of Fountain through the Fountain Mutual Irrigation Company (FMIC) Ditch; and

WHEREAS, the City took the Priority #17 through Colorado water court and achieved a favorable Decree in Case 19CW3081 which requires the Priority #17 to be diverted and measured through the FMIC Ditch before the City can put it to municipal use; and

WHEREAS, the City and FMIC have negotiated a 40-year Agreement dictating the terms and costs for the City's use of FMIC infrastructure to convey and measure the City's Priority #17 water; and

WHEREAS, the City Council of the City of Fountain desires to put the Priority #17 water right to municipal use by entering into the Water Carriage Agreement with the FMIC Ditch.

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

- 1. The Mayor, City Manager or other representative of the City delegated by the Mayor or City Manager are hereby authorized to execute the Water Carriage Agreement with the Fountain Mutual Irrigation Company.**
- 2. The above authorization extends to any related documents necessary to achieve the identified and approved actions for execution of the Water Carriage Agreement.**

Done this 22nd day of August 2023.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

WATER CARRIAGE AGREEMENT

This Water Carriage Agreement (“Agreement”) is made and entered into this _____ day of _____, 2023, by and between Fountain Mutual Irrigation Company, a Colorado mutual ditch company (“FMIC”) and the City of Fountain (“Water User”).

Recitals

WHEREAS, Water User owns certain water rights described on the attached **Exhibit A** (“Water User’s Water Right”);

WHEREAS, FMIC is a mutual irrigation company which owns and operates its headgate, ditch, storage, and related facilities on Fountain Creek known as the Fountain Mutual Ditch, a portion of which lies in a suitable location to be used to divert and measure the water physically available and in-priority to Water User’s Water Right;

WHEREAS, Water User desires to use that portion of the Fountain Mutual Ditch to use to divert, measure, transport, and convey Water User’s Water Right, as needed, is shown and described in the attached **Exhibit B** (“Ditch Facilities”);

WHEREAS, the parties desire to enter into this Agreement to establish the terms and conditions under which Water User shall be entitled to non-exclusive use of the Ditch Facilities for the benefit of Water User’s Water Right;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

Agreement

1. **FMIC Ditch Facilities.** The Ditch Facilities are described in the attached **Exhibit B** and are incorporated herein. FMIC will reasonably operate, maintain, and repair the Ditch Facilities as required to satisfy its obligations to Water User under this Agreement. Water User shall not undertake, nor shall FMIC be required to undertake on behalf of Water User, any action with respect to the Ditch Facilities that is contrary to FMIC’s normal operating practices for its shareholders, that is prohibited by, or will in any way conflict with, any law, statute, ordinance, or governmental rule or regulation currently in force or which may be enacted or promulgated after the date this Agreement is entered into. Water User shall not cause or allow the Ditch Facilities to be used for any improper, unlawful or objectionable purpose; cause, maintain or permit any nuisance in, on or about the Ditch Facilities; or commit or allow to be committed any waste in, on, or about the Ditch Facilities.

2. **Rights Granted.** This Agreement creates a contractual right of Water User to the non-exclusive use of a portion of the excess capacity of the Ditch Facilities as

determined by FMIC for the carriage of Water User's Water Right after fulfilling the needs of FMIC and its existing prior commitments, as provided herein, and upon compliance with Water User's obligations hereunder.

3. Delivery of Water. FMIC will at Water User's request, and under the terms of this Agreement, divert Water User's Water Right through the Ditch Facilities at a maximum flow rate of 2.125 c.f.s. The source of water under Water User's Water Right is separate and distinct from waters owned or controlled by FMIC and its shareholders. Water User's right to have water diverted, measured, and delivered through the Ditch Facilities shall be subject to FMIC's rights to interrupt the transport of such water through the Ditch Facilities to provide FMIC's water rights to its shareholders and as provided in Paragraph 20 of this Agreement. The parties understand that Water User's right to use of the Ditch Facilities consists of the non-exclusive right to use the excess capacity of the Ditch Facilities as determined by FMIC and in accordance with the priority of use set forth in Paragraph 7. Water User's rights under this Agreement are subject to the prior rights of FMIC and of other entities that have executed carriage contracts with FMIC as set forth in Paragraph 7. This Agreement does not grant Water User's any right or claim in the assets of FMIC.

4. Amount of Water. The annual volume of water that Water User is entitled to have carried through the Ditch Facilities pursuant to this Agreement is a maximum of 369 acre-feet of water, and a 20 year maximum annual average of 148 acre-feet.

5. Fees for Carriage Right. As consideration for the diversion, measurement, and transport of Water User's Water Right in the Ditch Facilities by FMIC, Water User shall pay the following to FMIC, which shall be in addition to any assessments paid by Water User associated with Water User's FMIC shares:

a. Buy-In. Upon execution of this Agreement, Water User will pay an initial and one-time buy-in charge of \$13,042.33 for use of the existing FMIC Ditch Facilities that have been paid for and constructed by FMIC, including the headgate, ditch and augmentation station. This charge consists of a flat charge of \$2,500 plus \$28.57 per the 369 acre-feet of diversions of Water User's Water Right delivered at the FMIC headgate.

b. Annual Operation and Maintenance. For each acre-foot of water under Water User's Water Right diverted through the Ditch Facilities at the FMIC headgate, Water User will pay an annual assessment equivalent to FMIC's previous year's operating, administrative, repair, and maintenance expenses used to calculate the annual assessment to FMIC shareholders (without offset for FMIC revenues) divided by that previous year's total annual acre-feet of FMIC headgate diversions for its shareholders. For purposes of determining the minimum charges under Paragraphs 5.b. and 5.c., it shall be considered that a minimum of 148 acre-feet annually of water shall be taken through the Ditch Facilities and paid for by Water User. These charges are therefore on a take or pay basis. In the event the number of acre-feet of Water User's Water Right diverted through the the FMIC

headgate exceeds 148 acre-feet in any given year, then the annual per-acre-foot maintenance charge for that year shall be increased to account for the diversions in excess of 148 acre-feet.

c. Capital Costs. In addition, the annual assessment to Water User will include Water User's proportionate share for capital type costs and extraordinary maintenance or repair costs incurred on the Ditch Facilities the previous year, to the extent such extraordinary expenses are assessed to all shareholders. This proportionate share shall be based on the ratio of the Water User's Water Right headgate diversions to the total annual headgate diversions by FMIC for its shareholders in the previous year.

d. Augmentation Station Assessment. Water User shall also reimburse FMIC for Water User's proportionate share of the Fountain Creek Transit Loss Model assessment paid by FMIC based upon the ratio of the amount of Water User's Water Right delivered through the augmentation stations to the total augmentation station deliveries during the previous year. If and to the extent FMIC is not charged for use of the transit loss model in connection with Crews Gulch augmentation station, FMIC will not charge Fountain for use of the transit loss model in connection with deliveries to Crews Gulch augmentation station.

The costs for each year shall be based on water delivered during the November 1 through October 31 water year. Such costs shall be computed to October 31, billed on December 1 and shall be due the following January 1. Delivery of water under this Agreement may be suspended by FMIC if full payment is not received by the due date, or Water User otherwise fails to perform its obligations hereunder. Interest shall accrue on unpaid amounts at the *Wall Street Journal* prime rate, or its equivalent, plus 12 percent per annum.

6. Term. The term of this Agreement will be for a period of 40 years from its effective date. If the term of this agreement is greater than 10 years, the parties agree at the end of each 10 years during the term of this Agreement to update the Agreement, as necessary, to take into consideration and to account for circumstances that have developed during the previous 10 years based on, without limitation, actual operations and accounting under this Agreement, the administration of water rights of other parties on Fountain Creek, any required permitting, and the development of new law or new application of existing law or regulation that were not addressed at the time of the original agreement. The intent of this 10-year update provision is that FMIC will not be impaired in the delivery of water to its shareholders and the prior carriage agreements and shall not be subject to any substantially greater burdens or risks as a result of its agreement to carry water under Water User's Water Right than those that existed at the time of the execution this Agreement. The Agreement shall be supplemented to accomplish this intent. The supplement shall also assure that Water User should not be subject to financial obligations for capital contributions attributable to capacity in the Ditch Facilities for which Water User has

already paid as part of its capital fee buy-in under the original terms of this Agreement. The party proposing an update or supplement of this Agreement under this paragraph shall propose the terms of such update or supplement to the other party, in writing, no later than six months prior to the end of the 10 year period of time. If the parties cannot agree on how to amend or supplement the Agreement, the matter shall be resolved by submission of the dispute to binding arbitration by a qualified water expert under the rules of the American Arbitration Association or its equivalent. Any such amendment, supplementation, and/or arbitration award cannot have the result of terminating, cancelling, or reducing Water User's rights under this Agreement as long as Water User is not in default of its obligations under this Agreement. If either party gives notice to the other party of its desire to extend this Agreement beyond its initial 40 year term, the parties agree to enter into good faith negotiations for that purpose.

7. Shareholder Priority. If physical capacity limitations or legal limitations result in the Ditch Facilities having inadequate capacity to carry all of the water to which FMIC shareholders are entitled by reason of their shareholder status under the direct flow and water storage rights decreed to FMIC, water under prior carriage agreements or commitments in effect at the time of this Agreement and as may be extended, water under Water User's Ditch Water Right pursuant to this Agreement, and water under future carriage agreements, the available ditch capacity shall be allocated by FMIC in the order of priority contained in the attached Exhibit C. FMIC shall have the paramount and priority use of the Ditch Facilities under the direct flow water rights decreed to FMIC at the time of this Agreement to which shareholders are entitled by reason of their status as shareholders of FMIC, and to fill and refill Big Johnson Reservoir for FMIC's existing and future storage capacity with FMIC's current and future FMIC shareholders, both currently owned and acquired in the future and with the water rights of storage space lessees of FMIC (including Water User); provided, however, the priority for storage space lessees is applicable as to Water User only when FMIC is diverting no more than 50 cfs of its surface water rights and storage rights. Water User's use of the Ditch Facilities pursuant to this Agreement shall not interfere with or jeopardize existing or future operations of FMIC for its shareholders. The intent of the parties is that the rights of FMIC shareholders to the delivery of water by reason of their status as FMIC shareholders, and the rights of other parties under prior contracts with FMIC, shall not be adversely affected by this Agreement. Water User's rights under this Agreement shall not be adversely affected by FMIC entering into subsequent carriage agreements for use of the Ditch Facilities.

8. Right to Enlarge the Facilities. If, in the operation and administration of the Ditch Facilities pursuant to the priorities set forth in paragraph 7 above and on Exhibit C attached, there is inadequate capacity to deliver the water to which Water User is entitled under Water User's Water Right, Water User shall have the right, at its expense, to remove or eliminate the limitation on the ditch capacity, whether by expansion of the Ditch Facilities or otherwise, subject to the reasonable review and prior approval of FMIC and FMIC's reasonable determination that such action will not prejudice FMIC, its assets or its shareholders. Any assets or improvements constructed by Water User under this paragraph shall become the property of FMIC. FMIC shall have the right to require that any ditch improvements proposed by Water User pursuant to this paragraph be oversized for the use

of FMIC, provided that FMIC pays Water User the incremental cost of such over sizing beyond Water User's needs. In the event Water User over-sizes the ditch system beyond its requirements and FMIC elects not to participate in, or pay for, such over sizing, FMIC will cooperate with Water User in good faith efforts to reach a cost recovery agreement whereby over a reasonable period of time Water User would be able to recover through FMIC a reasonable proportionate share of the costs of any such oversized capacity that may be used by FMIC, FMIC shareholders, or third parties contracting with FMIC in the future. Such proportionate share shall be determined by FMIC in its reasonable discretion in consultation with Water User. Nothing in this paragraph is intended to affect FMIC's right, as owner of the Ditch Facilities, to expand the FMIC ditch system for its use, including use to provide capacity under future carriage agreements.

9. Other Carriage Agreements. This Agreement shall be subject to the existing carriage agreements in place at this time and renewals thereof, the performance of obligations thereunder, and the diversions of other water rights diverted at the FMIC headgate, as listed in **Exhibit C**. The ditch capacity under this Agreement shall be included and combined with the capacity of any other existing or future carriage agreement in the event that Water User's Water Right become included with, or part of, any such existing or future carriage agreement with FMIC. In the event of such consolidation, the capacity and the assessments to Water User shall be adjusted by FMIC if necessary to avoid overlapping capacity and multiple charges under the carriage agreements for the same water delivered through the same reach of the FMIC system. FMIC shall reasonably determine the nature and extent of any such adjustment, and any dispute over the reasonableness of such adjustment or failure to make an adjustment shall be subject to the arbitration provision set forth in paragraph 6 above.

10. Accounting and Administration. FMIC will make reasonable efforts to divert Water User's Water Right when in priority, in the amounts and during such periods of time as requested and directed by Water User through the Ditch Facilities, and to report to the Division Engineer's office the amount of water diverted at the headgate and delivered through any augmentation station under Water User's Water Right. Water User shall be responsible for all other accounting and administration requirements in connection with its use of Water User's Water Right. This Agreement is subject to the administration of water rights by the Division of Water Resources, which administration is expected to be on a daily basis as required by water rights administration on Fountain Creek.

11. Transportation Losses. When 50 cfs or more of water is being delivered through the Ditch Facilities to FMIC shareholders for irrigation use or to storage, Water User's share of losses in the Ditch Facilities down to the Spring Creek augmentation station are estimated to be approximately 1%. For simplicity, and in order to protect FMIC and its shareholders from increased ditch losses, Water User shall during this time be assessed a 2% transit loss for its use of the Ditch Facilities down to the Spring Creek augmentation station. During times that 50 cfs is being transported within the reach of the carriage, a 10% loss down to Big Johnson Reservoir and McRae/Crews Gulch augmentation station, when and if allowed by FMIC to be used by Water User, and a 20% loss when and if carried to an augmentation station at Jimmy Camp Creek, if the canal facilities are allowed by

FMIC to be used for that conveyance. This Agreement grants no right for Water User to use the FMIC Ditch below the lowest described Ditch Facility in **Exhibit B**, and any such rights will require an amendment to this Agreement. When less than 50 cfs of water is being diverted, transportation losses shall be calculated as the difference between the measured diversion at the Fountain Creek headgate and the amount of water flowing in the ditch immediately above Water User's point of delivery as reasonably determined by FMIC based on actual and historical operations and measurement by FMIC of augmentation station deliveries, and Water User shall be assessed its share of such actual loss in proportion to the amount of Water User's Water Right then being delivered. The intent of this latter provision is to assess Water User its actual share of transit losses during periods of lower flow conditions. The set percentage of ditch losses above shall be subject to revision based on confirmed and accurate measurements by FMIC.

12. Accounting Balances. Due to the inherent inaccuracy of water measurement and internal ditch administration, the parties anticipate that minor credits and debits between the parties will be carried on FMIC's internal accounting form and certain water trades may be contemporaneously executed between the parties by FMIC to balance the accounting for the parties' respective water rights. Any such accounting adjustments are subject to applicable limitations and guidelines imposed by the Division of Water Resources.

13. Operations and Management. Water User shall appoint an operator to coordinate and implement the daily operations with FMIC for the diversion, measurement, and delivery of Water User's Water Right through the Ditch Facilities. Only the personnel of FMIC shall be authorized to operate the Ditch Facilities.

14. Decree Compliance. Water User represents that it has obtained the approval of the District Court in and for Water Division No. 2 or other administrative approval to divert Water User's Water Right at the FMIC headgate, or will receive such approval prior to the diversion of Water User's Water Right at the FMIC headgate. Water User will be responsible for obtaining and complying with all decrees and administrative approvals authorizing the diversion of Water User's Water Right through the Ditch Facilities. Water User shall be solely responsible for all legal issues and all Water Court and administrative approvals relating to the diversion and use of Water User's Water Right at the FMIC headgate. Water User's season of use of the Ditch Facilities shall correspond with the normal and typical operations of the FMIC Ditch by FMIC, and FMIC will make reasonable efforts for the timing of the delivery of Water User's Water Right to correspond with the availability of its water rights under any Water Court approvals.

15. Fee Reimbursement. Water User will reimburse FMIC for all of its costs and expenses incurred by FMIC, including reasonable legal fees and engineering fees, in connection with the negotiation and preparation of this Agreement. Water User has previously deposited \$5,000 with FMIC toward such costs and fees. If, upon execution of this Agreement, the total of such fees is less than \$5,000, FMIC shall reimburse Water User for the unused balance of the deposit within 30 days of the execution of this Agreement.

If the total of such fees is more than \$5,000 deposit, FMIC shall invoice Water User and Water User shall pay the balance upon the execution of this Agreement.

16. Limitation on Damages. FMIC shall not be liable for consequential or special damages for any breach of the Agreement (i.e., lost revenues, non-compliance with augmentation plans or other decrees, etc.). Such damage claims are hereby waived by Water User for a full, fair and adequate consideration. FMIC is obligated only to deliver the water under Water User's Water Right pursuant to the terms of this Agreement, which may be specifically enforced, and to return any portion of the operation and maintenance fees that have not been earned due to FMIC's failure to perform this Agreement.

17. Costs Reimbursement. Water User will reimburse FMIC for any extraordinary or unanticipated costs and expenses, including reasonable legal and engineering fees, incurred by FMIC as a result of diversion of the Water User's Water Right through the FMIC system, beyond those costs incurred by FMIC in its normal operations provided for in this Agreement. The intent of this provision is to assure that the revenues received by FMIC in this Agreement are realized by FMIC net of such expenses. These costs and expenses shall be invoiced by FMIC to Water User times a 1.15 multiplier with payment due by Water User within 30 days of such invoice. Such costs shall include, without limitation, any Fountain Creek Transit Model assessment paid by FMIC related to the diversion of Water User's Water Right through the Ditch Facilities.

18. Indemnification. To the extent permitted by law, Water User shall indemnify FMIC and hold FMIC harmless for any claims, damages, costs, and expenses, including reasonable legal and engineering fees, incurred by FMIC as a result of the use of the Ditch Facilities by Water User and diversion and delivery of water under Water User's Water Right pursuant to this Agreement, except for any portion thereof caused by FMIC's negligence or intentional wrongful acts. This indemnity shall survive any termination of this Agreement.

19. Interruption of Diversions. FMIC may from time to time reduce or curtail deliveries through the Ditch Facilities for routine and emergency repairs and maintenance to be performed in FMIC's discretion. FMIC agrees to provide Water User with reasonable advance notice of shut down for routine maintenance and to use reasonable efforts to schedule such routine maintenance so as to minimize interference with the beneficial use of Water User's Water Right. FMIC shall not be liable to Water User for interruptions in the delivery of water under Water User's Water Right whether due to emergency repairs, acts of third parties, acts of God or other matters beyond FMIC's reasonable control. Water User shall be solely responsible for the risk and expense of any challenge by third parties to Water User's use of the FMIC ditch system pursuant to this Agreement. Water User shall have the right to defend and cure any such third party claims provided FMIC's rights are protected and not jeopardized.

20. Cooperation and Future Uses. FMIC may enter into other carriage agreements for excess capacity in the FMIC Ditch and Water User will cooperate with other users under future carriage agreements in sharing the available capacity under the

Fountain Mutual ditch. This cooperating and sharing of available capacity shall be coordinated by FMIC. Provided, however, in such cooperation Water User shall be entitled to the priority of its use under Paragraph 7 and Exhibit C and shall not be materially impaired or limited in the use of Water User's Water Right under its decrees existing at the time of this Agreement.

21. FMIC Bylaws. This Agreement will be subject to and shall be administered to comply with the current and future rules, regulations, and bylaws of FMIC.

22. Assignment. This Agreement can be assigned in full to a future owner of Water User's Water Right provided such new owner assumes the obligations of this Agreement. A partial assignment shall be made only with the consent and approval of FMIC under such conditions to be reasonably determined by FMIC as necessary to protect FMIC from increased administrative and financial burdens. Numerous users of the User's Water Right will not be favored.

23. Water Quality. FMIC makes no warranty and shall have no liability for the quality of water diverted and delivered through the Ditch Facilities pursuant to this Agreement.

24. Water Quantity. FMIC makes no warranty as to the amount of water that may be available in priority at the Fountain Mutual headgate under the Water User's Water Right.

25. Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and no third parties (except for FMIC shareholders by reason of their status as shareholders) are intended to be or shall be benefitted by this Agreement.

26. Termination. Water User may terminate this Agreement effective October 31 of any fifth year following this Agreement provided Water User gives one year advance written notice to FMIC of such termination and provided Water User shall remain responsible for timely payment of all fees and costs owed to FMIC for the water year ending October 31 pursuant to this Agreement.

27. Default. Except for non-payment of monies which is governed by the provisions of paragraph 5 above, the parties shall each have a period of 30 days from written notice of default in which to cure any non-performance under the terms of this Agreement, or such longer period of time up to 90 days if such non-performance cannot be cured with due diligence within such initial period of time. In the event of any non-performance that is not cured as provided above, the non-defaulting party shall be entitled to terminate this Agreement or to enforce the Agreement through legal action for damages, specific performance or both subject to the limitations of paragraph 16 above.

28. Attorney Fees. In the event of any dispute between the parties concerning this Agreement or in the event of any action to enforce this Agreement or to collect

damages as a result of any breach of the obligations herein, the prevailing party shall be entitled to recover from the other party all costs and expenses, including reasonable attorney fees incurred in such action as well as all additional costs of enforcing and collecting any judgment rendered in such action.

29. Integration. This Agreement sets forth the entire agreement and understanding of the parties with respect to the specific matters addressed in this Agreement and the parties acknowledge that no oral or other agreements, understandings, representations, or warranties exist with respect to the subject matter of this Agreement. All negotiations and any prior agreements relating to the subject matter of this Agreement are merged herein.

30. Authority. Each party represents and warrants that it has the full power and authority to enter into and perform this Agreement.

31. No Conflict. The parties represent to each other that this Agreement does not violate or conflict with any agreement, contract, law, judgment, order, rule or regulation by which the Parties may be bound or affected.

32. Modification. This Agreement may be supplemented or modified only by writing signed by both parties.

33. Applicable Law. This Agreement shall in all respects be governed, construed, and enforced in accordance with the laws of the State of Colorado.

34. Venue. Proper venue shall be in the District Court of El Paso County, Colorado, except for water matters that are within the exclusive jurisdiction of the District Court for Water Division 2, State of Colorado.

35. Severability. If any clause or provision of this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, or by operation of any law, the invalidity or unenforceability of such clause or provision shall not affect the validity of this Agreement as a whole, or of the remaining clauses and provisions of this Agreement, provided that the invalid or unenforceable clause or provision does not affect the fundamental consideration flowing to either party under this Agreement.

36. Notices. Any notice required to be given under this Agreement shall be deemed to have been given upon receipt of delivery and shall be addressed to the respective parties as follows:

If to FMIC:

Fountain Mutual Irrigation Company
c/o Gary Steen, P.E., Manager
487 Anaconda Drive
Colorado Springs, CO 80919

With a copy to:

David M. Shohet
Monson, Cummins & Shohet, LLC
13511 Northgate Estates Dr. Ste. 250
Colorado Springs, CO 80921

If to WATER USER:

City of Fountain, Colorado
c/o Utilities Director
116 South Main Street
Fountain, CO 80817

With a copy to:

Cynthia F. Covell
Andrea Benson
Alperstein & Covell P.C.
1391 Speer Blvd. Suite 730
Denver CO 80204

Either party may change the names and addresses of its representatives to receive such notice by providing written notice to the other party in accordance with this paragraph.

37. Headings. The headings contained in this Agreement were inserted for purposes of convenience only and shall not be used to construe or interpret any term or provision of this Agreement.

38. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

FOUNTAIN MUTUAL IRRIGATION COMPANY

By: _____
Mark Watson, President

ATTEST: (SEAL)

Secretary

WATER USER

By: _____

Its: _____

ATTEST: (SEAL)

Exhibit A
Water User's Water Right

The Laughlin Ditch, which historically diverted from Fountain Creek consisting of 2.125 cfs of the total 6.42 cfs in Priority No. 17, as adjudicated to the Laughlin Ditch on February 15, 1882 in Civil Action No. CA 751 of the El Paso County District Court, as changed in in Case No. 19CW3081, District Court, Water Division 2.

Exhibit B
Ditch Facilities

The Ditch Facilities consist of the approximately 10.5 miles of the FMIC Ditch system including its headgate diverting water from Fountain Creek and transporting said water down FMIC's ditch to and including storage in Big Johnson Reservoir and delivery through the Crews Gulch augmentation station.

Exhibit C
Carriage Priority

a. First to the diversion and delivery of water (i) under direct flow water rights decreed to FMIC at the time of this Agreement to which shareholders are entitled by reason of their status as shareholders of FMIC, and (ii) to fill and refill Big Johnson Reservoir for FMIC's existing and future restored storage capacity with the water rights of current and future FMIC shareholders, both currently owned and acquired in the future (within subparagraph (b) below for future water rights), and with the water rights of storage space lessees of FMIC.

b. Next to the diversion and delivery of up to 9.0 cfs of ditch capacity for future use by FMIC;

c. Next to the diversion and delivery of up to 1.73 cfs of Priority No. 4 water in the Treadwell and Lamb Ditch (Fountain Mutual Ditch) owned by Security Water District;

d. Next to the diversion and delivery of up to 2.73 cfs of Priority No. 4 water in the Treadwell and Lamb Ditch and Fountain's 2.125 cfs of the Priority No. 17 Laughlin Ditch owned by the City of Fountain;

e. Next to the diversion and delivery of up to 12 cfs of water under a Carriage Agreement between FMIC and Security Water District, as now exists and as may be extended;

f. Next to the diversion and delivery of up to 12 cfs of water under a Carriage Agreement with the Widefield Aquifer Recharge Association, as now exists and may be extended;

g. Next to the diversion and delivery of up to 2.306 cfs of water under a Carriage Agreement between FMIC and Cody Land and Water Company, LLC, as exists and may be extended;

h. Next to the diversion and delivery of up to 2.852 cfs of water under a Carriage Agreement between FMIC and Stratmoor Water and Sanitation District, as now exists and may be extended.

- k. Next to the diversion and delivery of up to 10.45 cfs of water under a Carriage Agreement between FMIC and Colorado Centre Metropolitan District, as now exists and may be amended;

- j. Next to the diversion and delivery of 4.5 cfs of water under a Carriage Agreement between FMIC and Donala Water & Sanitation District, as now exists and may be amended Next to the diversions under this Agreement;

- k. Finally, to the delivery of water under carriage agreements, ditch facilities joint use agreements or similar agreements with FMIC executed after the date of this Agreement.



Regular City Council Meeting

Old Business –8A

PPRTA Ballot Language

August 22, 2023

Summary Information

Title:

SECOND READING OF ORDINANCE 1791, AN ORDINANCE SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF THE CITY OF FOUNTAIN, COLORADO AT THE GENERAL COORDINATED ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2023, THE QUESTION OF THE IMPOSITION OF A SALES TAX INCREASE REQUIRED TO JOIN THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY

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:

This tax is proposed to add an additional 1% sales tax in the City of Fountain and would allow the City to join the Pikes Peak Rural Transportation Authority.

Background Information

Historically, the City of Fountain has chosen not to be a regional partner with the PPRTA for several reasons, primarily because the City felt it would not get enough benefit compared to our contribution. With recent changes to the bylaws, the allocation formula was changed. Given these changes and the reality that any property annexed into the City after the creation of PPRTA will have to pay the tax, the City evaluated if it was the right time to join the RTA now.

The City conducted fact finding and surveyed the community and there was positive support for the City to join PPRTA. Upon approval of this ordinance, the City Council will ask the citizens of Fountain to vote increase sales tax by 1%, and join the boundaries of PPRTA and the associated benefits to City street infrastructure.

Recommendation

Staff makes no recommendation.

Proposed Motion

"I move to approve Ordinance 1791 on Second Reading"

ORDINANCE 1791

AN ORDINANCE SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF THE CITY OF FOUNTAIN, COLORADO AT THE GENERAL COORDINATED ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2023, THE QUESTION OF THE IMPOSITION OF A SALES TAX INCREASE REQUIRED TO JOIN THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY

WHEREAS, the City Council of the City of Fountain, Colorado (the “City”), is a home rule municipality and political subdivision of the State of Colorado duly organized and operating under the Charter of the City and the Constitution and laws of the state; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution (“TABOR”) any tax increase is required to be approved by the voters of the City; and

WHEREAS, the City Council of the City has determined that it is in the best interests of the City and its residents to be added as a party to the PPRTA establishing Intergovernmental Agreement, to add the territory within the City boundaries to the PPRTA to the extent not already, and to seek voter approval, as permitted under TABOR and the City Charter, of a new tax increase of 1 % sales and use tax for the benefit of the Pikes Peak Rural Transportation Authority (“PPRTA”); and

WHEREAS, even if Fountain voters approve the 1% PPRTA sales and use tax, before the tax could apply, the Board of the PPRTA would need to agree to expand the boundaries of the PPRTA to include the territory within the municipal boundaries of the City, and the current PPRTA members would need to unanimously consent to Fountain being added as a party to the Establishing IGA; and

WHEREAS, the City acknowledges these additional steps and wishes to seek voter approval of the 1% PPRTA sales and use tax in advance as a way to facilitate joining the PPRTA; and

WHEREAS, the 1% PPRTA sales and use tax, if approved, would not be imposed unless Fountain is added as a party to the Establishing IGA and the territory within its municipal boundaries is included in the PPRTA; and

WHEREAS, the City Council has determined it is appropriate to submit a ballot issue at the coordinated election on November 7, 2023, and to set the title and content of the ballot for the ballot issue to be submitted at the election called for by this ordinance.

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

1. An election shall be held on Tuesday, November 7, 2023, at which time there shall be submitted to the registered electors of the City a question of the imposition of an 1% sales and use tax for the benefit of the Pikes Peak Rural Transportation Authority, which question shall be in substantially the form as set forth in paragraph (2) of this Ordinance. The submission of this question to the voters is authorized under Article X, Section 20 of the Colorado Constitution, §1-41-103 C.R.S. and § 31-11-111 C.R.S.

2. The ballot question shall be submitted to the registered, qualified electors of the City of Fountain in substantially the following form:

SHALL PIKES PEAK RURAL TRANSPORTATION AUTHORITY (PPRTA), A REGIONAL TRANSPORTATION AUTHORITY, TAXES BE INCREASED \$4,500,000 ANNUALLY (ESTIMATED FIRST FULL FISCAL YEAR DOLLAR INCREASE) AND BY WHATEVER ADDITIONAL AMOUNTS ARE RAISED ANNUALLY THEREAFTER BY LEVYING A 1% (ONE PENNY PER DOLLAR) SALES AND USE TAX UPON EVERY TRANSACTION OR OTHER INCIDENT WITH RESPECT TO WHICH A SALES AND USE TAX IS LEVIED BY THE STATE OF COLORADO WITHIN THE CITY OF FOUNTAIN (EXCLUDING PURCHASES OF FOOD FOR DOMESTIC HOME CONSUMPTION, PRESCRIPTION MEDICATIONS, RESIDENTIAL UTILITY BILLS, OR OTHER EXEMPT TRANSACTIONS AS DETAILED IN ARTICLES 28 AND 30, TITLE 39, AS AMENDED, OF THE COLORADO REVISED STATUTES), COMMENCING ON JANUARY 1, 2024, OR ON SUCH LATER JULY 1 OR JANUARY 1 OCCURRING FIRST AFTER FOUNTAIN'S ADMISSION INTO THE PPRTA, AND CONTINUING UNTIL DECEMBER 31, 2034, FOR THE PURPOSES OF FUNDING MAINTENANCE, REPAIR, AND OPERATIONS FOR ROADWAYS AND BRIDGES (35% OF NET REVENUE), FOR IMPROVED TRANSIT SERVICE WITHIN THE PPRTA'S BOUNDARIES (10% OF NET REVENUE), WITH 55% OF NET REVENUE DEDICATED TO SPECIFIC REGIONAL ROADWAY CAPITAL IMPROVEMENTS DESIGNATED BY THE PPRTA MEMBERS, AND NO MORE THAN 1% OF NET REVENUE EXPENDED FOR ADMINISTRATIVE EXPENSES, AND AFTER DECEMBER 31, 2034, REDUCING THE 1% SALES AND USE TAX TO A .45% SALES AND USE TAX FOR EACH YEAR THEREAFTER FOR FUNDING MAINTENANCE, REPAIR, AND OPERATION OF REGIONAL ROADWAYS AND BRIDGES (77.78% OF NET REVENUE) AND FOR FUNDING PUBLIC TRANSIT SERVICES (22.22% OF NET REVENUE), WITH ALL REVENUES FROM SUCH TAX AND OTHER REVENUES OF PPRTA BEING COLLECTED AND SPENT EACH YEAR WITHOUT LIMITATION BY THE REVENUE AND SPENDING LIMITS OF ARTICLE X, §20 OF THE COLORADO CONSTITUTION; AND, PURSUANT TO COLORADO REVISED STATUTES § 43-4-601, ET SEQ., PROVIDED THERE IS UNANIMOUS CONSENT OF PPRTA MEMBERS, SHALL THE BOUNDARIES OF THE PPRTA BE EXPANDED TO INCLUDE THE CORPORATE LIMITS OF THE CITY OF FOUNTAIN?

3. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of the question, the City acting through the City Council shall be authorized to undertake all actions set forth in paragraph number one (1) of this Ordinance and the Ballot Issue submitted to the voters.
4. For purposes of C.R.S. § 31-11-111, this Ordinance shall serve to set the title and content for the ballot issue set forth herein and the ballot title for such question shall be the text of the question itself.
5. Any contest to the content of the ballot title shall be conducted in accordance with C.R.S. § 1-11-203.5 and any other applicable provisions of Colorado State law.

6. The City Clerk, Deputy City Clerk, and other City officials and employees are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Introduced, read and passed this 25th day of July 2023, by the City Council, Fountain, Colorado, signed by the Mayor, and ordered published in the Colorado Springs Gazette, a newspaper of general circulation in the City of Fountain, Colorado.

Mayor

ATTEST:

City Clerk

Passed on second and final reading this 22nd day of August 2023, by the City Council, Fountain, Colorado, signed by the Mayor, and ordered published in the Colorado Springs Gazette, a newspaper of general circulation in the City of Fountain, Colorado.

Mayor

ATTEST:

City Clerk



Regular City Council Meeting

New Business –9A

Items removed from Consent Agenda

August 22, 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

Hearing Officer Appointment

August 22, 2023

Summary Information

Title:

RESOLUTION 23-036, A RESOLUTION APPOINTING A HEARING OFFICER

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:

Previous Action by City Council:

Adoption of Ordinance 1790, July 11, 2023

Background Information

Ordinance 1790 approved by City Council on July 11, 2023 was approved to appoint a Hearing Officer. Mr. Ortega's job duties shall be, at a minimum, as described in Ordinance 1790 and associated City Code, which may be modified at the City's discretion.

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 Resolution 23-036



RESOLUTION 23-036

A RESOLUTION APPOINTING A HEARING OFFICER

RECITALS:

WHEREAS, Ordinance 1790 allows for the appointment of a Hearing Officer to preside over a variety of City matters; and

WHEREAS, the City Council desires to appoint Gabriel Ortega as Hearing Officer for the City of Fountain.

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

1. Appointment. The Council hereby appoints Mr. Gabriel Ortega as Hearing Officer.
2. Job Duties. Job duties shall be, at a minimum, as described in Ordinance 1790 and associated City Code, which may be modified at the City's discretion.

Done this 22nd day of August 2023.

CITY OF FOUNTAIN, COLORADO

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk



Regular City Council Meeting

New Business –9C

2023 Ambulance Equipment purchase

August 22, 2023

Summary Information

Title:

RESOLUTION NO. 23-037 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN, COLORADO AUTHORIZING THE PURCHASE OF CERTAIN AMBULANCE EQUIPMENT

Initiator : Devin Graham, Fire Chief

Council Action

Presenter: Devin Graham, Fire Chief

Council Information

Legal Review: Yes No

Report to Council

Summary Overview and List of Attachments:

The City Council adopted a budget for FY 2023 on November 15, 2022. The 2023 budget did not include the cost of certain ambulance equipment that we require due to aging equipment.

We have received excess Medicare and Medicaid Funds from 2022 in the amount of \$65,000 and would like to use those dollars to purchase four (4) Stryker powered StairChairs.

This is a request for your approval to purchase the equipment and to amend the 2023 Ambulance budget to properly indicate the appropriation of the funds for that purchase.

Previous Action by City Council:

The City Council adopted a budget for FY 2023, on November 15, 2022. In addition, Council has approved other budget supplementals during the year.

Attachment: Resolution to be signed

Background Information

Our current StairChairs are outside of the industry standard life span for this type of patient moving equipment. Additionally, all current models require manual manipulation by firefighters to move the patient. The powered models allow the movement of patients up to 550 pounds at the push of a button.

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 City Council approve Resolution No. 23-037

Proposed Motion

“I move to approve Resolution No. 23-037”



RESOLUTON 23-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN, COLORADO AUTHORIZING THE PURCHASE OF FOUR (4) STRYKER POWERED “STAIRCHAIRS”FOR THE AMBULANCES

WHEREAS, The City of Fountain has determined that its more efficient and provides better constituent services and a safer work environment to purchase certain equipment for the City’s ambulances; and

WHEREAS, the City would like to receive Council approval to purchase four Stryker Powered StairChairs; and

WHEREAS, the cost of the equipment would be \$62,482; and

WHEREAS, the City received excess Medicare and Medicaid dollars in the amount of \$65,000.00;

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

- 1. Authorize the purchase of four (4) powered Stryker StairChairs in the amount of \$62,482.**
- 2. Authorize amending the 2023 budget to reflect the purchase of the equipment described above and in the amount of \$62,482.**

Done this 22nd day of August, 2023

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

Economic Development Commission

June 12, 2023

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 5:32pm. Commissioners present included Vice Chair (VC) Dan Osinski, Phyllis Baez, James Flowers, Wandaleen Thomas, and Terrence Diaz. Staff in attendance included Economic Development Director (EDD) Kimberly Bailey.

APPROVAL OF MINUTES

Chair Small presented for approval the May 8, 2023, meeting minutes. Commissioner Baez motioned for approval, seconded by Commissioner Chair Small, and passed unanimously by the board.

NEW ITEMS

The Trails at Aspen Ridge

ED Bailey referenced a subdivision site plan for The Trails at Aspen Ridge residential development. The large, dense development references six phases of residential development which resides in El Paso County (EPC) jurisdiction. Currently, PH I and PH II are under construction in the vicinity of (north) Bandlely Road, (west) Powers Blvd, and (east) Markshuffle Road, located at the northeastern edge of the Fountain Valley. The development will remain in EPC but the traffic impacts and quality of life services of demand will impact the City of Fountain and its business community. In fact, the recent Markshuffle Road one-month road closure was due to this development impacts on transportation access via Markshuffle Road.

Colorado Power Pathway Project

EDD Bailey provided a graphic of the eastern plains electric transmission expansion project, known as the Colorado Power Pathway Project. The northern Colorado connection point has commenced construction as of spring 2023 with ongoing land use permit approvals and subsequent construction zones transpiring thru 2025. As recent as last month, the EPC Board of County Commissioners were presented to by Xcel Energy on the Segment 5: Tundra Harvest Mile extension which may bolster EPC electric transmission capacities. In fact, the regional utility providers are in the process of joining a Regional Transmission Organization (RTO) in which all transmission resources will be dispatched by the RTO. The RTO will control the flow of high voltage electricity in our region to ensure the most cost effective and efficient routing of electricity to the end users (businesses or residential). The RTO does not and will not own any of the transmission systems. All transmission systems are owned per the utility provider, such as the transmission systems being proposed by Xcel Energy

Fountain Creek Watershed District

EDD Bailey referred to a link online for individuals to complete a public survey hosted by the Fountain Creek Watershed District (FCWD). The District has appointed a new Executive Director and is seeking community engagement via the [Public Survey](#) on conceptual alternative program ideas the district may consider as it looks to revise its Strategic Master Plan. These programs could add value to residents and businesses which reside within the N. US85 and Olde Town business corridors of the city. Bailey mentioned it's been a couple of years since FCWD has presented to the EDC and staff would like to reengage and request FCWD present the Survey and District findings with EDC support; the board unanimously expressed interests to learn more from the FCWD Executive Director and a presentation.

Olde Town Business Awareness

EDD Bailey announced the Olde Town Steering Committee will host an inaugural Business Awareness Celebration Event on August 4th from 8-9am at The Lawn, City Hall; co-hosted with Mayor Thompson. Save the Date with more information to be shared as the date draws closer.

FVCC Business-After-Hours

EDD Bailey shared an invite in coordination with the Fountain Valley Chamber of Commerce (FVCC), whereby the July 13th FVCC Business After Hours event will be held at the 1905 Woodman Hall property owned and operated by the Fountain Urban Renewal Authority (FURA). The property located at 102 N. Main Street will consist of a commercial property tour, provide a preview of the recently completed 2nd FL renovations, and a look to the future PH III Ground FL renovations anticipated to being in early September 2023. FURA will address questions about the property and encourage small business recruitment for tenant unit fulfillment mission to serve the community.

UPDATES

State of the Economy

EDD Bailey relayed highlights of the State of the Economy event which transpired on May 17th, as hosted by DDES. VC Dan Osinski and EDS Nate Shull attended the event on behalf of EDC representation. Highlight topics from the event, included: Workforce Development, National Economy Growth Models, Infrastructure Investment Opportunities, Limited Child Care Facilities, and Housing Projections.

Monthly Economic Dashboard Report (May)

ED Bailey referenced two Economic Dashboard reports for May, as furnished by the data providers UCCS College of Business and Data Driven Economic Strategies (DDES). Bailey emphasized each report as having its unique economist perspectives and focus niches of interest with no requests by the board to further discuss a specific metric variable.

COMMISSIONER COMMENTARY TIME

Olde Town

- Thomas mentioned an uptick in street/yard debris occurring at the apartments located at Wellington/ El Paso Street.
- Thomas mentioned the out of state ownership of the Dale Streets Shopping Center was in town recently to connect with business tenants and discuss the blight display of open dumpster containers located at the front of the property.

Small Business Advocacy

- Flowers mentioned currently plans underway for the annual Fountain Fall Festival and Parade (Labor Day weekend) and three bands to perform in Metcalfe Park.
- Flowers mentioned Police Chief Heberer Retirement BBQ on June 29th from 11-2pm at Metcalfe Park.

Business Development/Policy

- N/A at this time.

Real Estate Market

- VC Osinski mentioned that commercial development transactions have hit a hard stop in the industry due to contractions in the banking/lending industry, stubbornly high inflation, and difficult supply chains due to the ongoing Russia/Ukraine war abroad.
- VC Osinski mentioned residential inventory supply is down 15% on the market, yet strong buyer demand remains resilient even with escalating interest rates and inflation.

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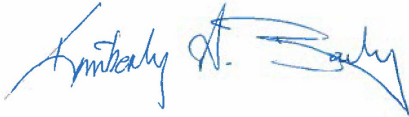
Military

- Baez mentioned a change of command for the 4th Infantry Division at the Fort Carson Mountain Post; a press release was circulated post the EDC meeting via email with the Commissioners.
- Baez mentioned the PPIR ASCEND 4th of July inaugural celebration with fireworks is offering free admission to Fountain residents; an event link and promo code was circulated post the EDC meeting via email with the Commissioners.

ANNOUNCEMENTS

- Pikes Peak Small Business Week, hosted by [SBDC](#)
- Fountain Summer Market (*Memorial Day – Labor Day, Saturdays @ Metcalfe Park*)
- July 1st events: Beerfest @ Metcalfe Park; Fireworks @ PPIR
- Thunder in the Valley Car Cruise and Car Show (*July 7+8 at Metcalfe Park*)
- Board Summer Planning and Quorum Availabilities (July/August)
 - i. Chair Small polled the board as to availability of a quorum for upcoming July/August meetings. The board concluded a lack of quorum availability for July. The next EDC meeting will transpire on August 14th as scheduled. Staff will coordinate public notices and wished all a seasonal summer of enjoyment with family and friends.

Chair Small asked if there were any further topics for EDC discussion. There were no topics brought forth by subsequent board members; therefore, Flowers motioned to adjourn, seconded by Thomas, passed unanimously at 6:22pm.



Kimberly Bailey

08/14/22

Date