



**CITY COUNCIL AGENDA**  
**January 23, 2024, 6:00 P.M.**  
**116 Main St., Fountain**  
**Register to attend virtually @**  
**[www.fountaincolorado.org](http://www.fountaincolorado.org)**

**1) Call to Order**

**2) Pledge of Allegiance**

**3) Roll Call**

**4.1) Presentations**

- Recognize Lowell “Luke” Kennedy nomination for MCC driver appreciation 2023. (Rosa McCormick)

**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 five (5) minutes or less.*

**7) Consent Agenda**

*All items listed under the Consent Agenda are considered 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 9, 2024, City Council Meeting Minutes (S. Huffman)
- B.** Resolution 24-002, A Resolution To Approve A Memorandum Of Understanding Between The City Of Fountain And Colorado State Patrol Regarding Areas Of Responsibility (T. Johnson)
- C.** Resolution No. 24-003, A Resolution Authorizing The 2024 Contract For Animal Control Services Between The City Of Fountain And The Humane Society Of The Pikes Peak Region (T. Johnson)
- D.** Approval Of 2024 School Fees In Lieu Of Land Dedication 2024 (K. Martinez)

**8) Old Business**

**9) New Business**

- A.** Consideration Of Items Removed From The Consent Agenda
- B.** First Reading Of Ordinance 1797, An Ordinance Establishing New Sections To Chapter 1.12 (General Penalty) Within Title 1 (General Provisions) Of The Fountain Municipal Code, Establishing A Right To Trial By Jury And Exemptions Thereto (T. Johnson 10 minutes)
- C.** First Reading Of Ordinance 1798, An Ordinance Repealing And Reordaining Chapter 10.04 (Model Traffic Code) Of Title 10 (Vehicles And Traffic) Of The Fountain Municipal Code And Adopting By Reference With Changes The 2020 Edition Of The “Model Traffic Code For Colorado, Revised 2020” And Making Other Changes Related To Traffic (T. Johnson 10 minutes)

**10) City Council Agenda Requests**

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

**11) Announcement of Executive Session**

**12) Adjourn**

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

**NEXT REGULAR COUNCIL MEETING**

**February 13, 2024**



# Regular City Council Meeting

**Consent –7A**  
Council Meeting Minutes

**January 23, 2024**

### Summary Information

Title:

**APPROVAL OF THE JANUARY 9, 2024, 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 9, 2024, 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 9, 2024

## 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 Rick

Council Member Estes

Council Member Herzberg

Council Member Applegate

Council Member Hinton

Council Member Duncan

## 4 (1) Presentations

## 4 (2) Board/Commission/Committee Appointments

There were no appointments.

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

Deputy City Manager Evans reported that CDOT should be working on the bridge damage on South Santa Fe soon and they may have to shut down traffic. Should this happen, the city will notify drivers.

Fire Chief Graham reported that the Fire Department has received a lower ISO rating and will report back to Council on the details of the results.

Council Member Estes stated that the museum will host a 20<sup>th</sup> anniversary celebration this Saturday from 11-3.

Council Member Duncan announced that there are positions available in the city for board or commissions and suggested participation from the public to get involved with the city.

Mayor Thompson reported that Congressman Lamborn will not be running for reelection. She thanked him for his support with the partnership and communication efforts during the PFOA water issue. She noted that the legislation session opens tomorrow. She also stated that she has taken a tour of the County election facility and suggested residents to do the same. She thanked the EDC for their ongoing and informative meetings as they had a representative from the Salvation Army with beneficial information for business owners.

## 6) Public to be Heard

Sam Fortune, resident, stated that City codes need to be amended as they are not consistent. He stated he has information on several areas in the city with violations and intends on attending the next Council meeting to address this concern.

Ruth Voss, resident, reported on the issues with poor construction of the apartment complex she resided in. She reviewed some of the concerns with the Villas at Mesa Ridge and noted they have been in contact with home inspections, Regional Building and Code Compliance.

Carol Rafferty stated that the cost for a city business license is inflated considering what benefits it provides. She stated that if her business were in Colorado Springs, there would be no cost for the license and there are more benefits to the business owner.

Linda Dickman, resident of the Villas at Mesa Ridge stated that Compliance Officer Cornella has been a huge help with the concerns of the residents of this complex.

## **7) Consent Agenda**

### **A. Approval Of the December 19, 2023, City Council Meeting Minutes**

### **B. Designation Of the Official Posting Locations for Notice Of Public Meetings 2024**

Council Member Estes made a motion to approve the consent agenda, seconded by Mayor Pro Tem Rick. 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 for review.

### **B. Resolution No. 24-001 A Resolution Affirming And Approving The General Fund Operating Mil Levy For Fiscal Year (FY) 2024**

Finance Director Lewis reported that the City has received revised assessed values from the El Paso County Assessor. They are 19.8% higher than the previous year's assessed values. City Council has indicated their desire to approve a temporary mil levy reduction for the year ended 2024, in order to alleviate the otherwise large burden of the increased taxes due to the increased assessed values.

City Staff is therefore recommending formal affirmation and approval of the General Fund operating mil levy by City Council at 9 mills, which limits the impact of the increased assessed values on the property taxes to approximately 4.85% from the previous year.

Mayor Thompson confirmed that this decision was made to allow for a reduction in the mil levy now rather than collecting the amount at the end of the year and issuing a refund under TABOR. She reiterated that this reduction is strictly for the City of Fountain assessed mil levy.

Mayor Pro Tem Rick made a motion to approve Resolution No. 24-001, seconded by Council Member Applegate. All members voted yes (7-0); the motion carried.

**10) City Council Agenda Requests**

There were no requests.

**11) Announcement of Executive Sessions**

**12) Adjourn**

Mayor Pro Tem Rick reported that he has researched the cost of a business license in Colorado Springs and found that most licenses cost \$110 in the City of Colorado Springs.

There being no further business, Mayor Thompson declared the meeting adjourned at 6:26 P.M.

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City Clerk

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Mayor



# Regular City Council Meeting

## Consent -7B

CSP Resolution

### January 23, 2024

#### Summary Information

Title:

**RESOLUTION 24-002, A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOUNTAIN AND COLORADO STATE PATROL REGARDING AREAS OF RESPONSIBILITY**

Initiator: Troy Johnson, City Attorney

Council Action

Presenter: Troy Johnson, City Attorney

Council Information

Legal Review:  Yes  No

Report to Council

Summary Overview and List of Attachments:

This Resolution is a formal Council action that adopts the previously entered into MOU between the City and Colorado State Patrol.

#### Background Information

This MOU lays out the enforcement expectations for each law enforcement entity for traffic enforcement in the City.

Strategic Plan Priority (if applicable):

**Transportation Infrastructure**

**Telecommunications Technology and Capabilities.**

**Distribution of Public Safety Resources**

**Improve the Availability of Venues Which Support Community Activities**

#### Recommendation

Staff makes no recommendation.

#### Proposed Motion

"I move to approve Resolution 24-002."



**RESOLUTION 24-002**

**RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FOUNTAIN AND COLORADO STATE PATROL REGARDING AREAS OF RESPONSIBILITY**

**WHEREAS**, Section 12.1 of Article XII of the Fountain City Charter authorizes the City Council to enter into cooperative arrangements with governmental units, and

**WHEREAS**, the Colorado State Patrol works cooperatively with the Fountain Police Department for traffic enforcement in Colorado; and

**WHEREAS**, both the City of Fountain Police Department and Colorado State Patrol desire to be clear on the jurisdiction expectations of each entity to achieve effective and efficient law enforcement; and

**WHEREAS**, the City of Fountain finds all areas of responsibility in the MOU are within the territorial City limits of Fountain.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of Fountain does hereby approve the Mutual Termination Agreement attached as Exhibit B.

**PASSED AND ADOPTED** by the City Council of the City of Fountain, Colorado, this 23<sup>rd</sup> day of January, 2024.

CITY OF FOUNTAIN, COLORADO

\_\_\_\_\_  
Sharon Thompson, Mayor

ATTEST:

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



**FOUNTAIN POLICE DEPARTMENT AND COLORADO STATE PATROL**

**MEMORANDUM OF UNDERSTANDING**

**Areas of Responsibility Agreement**

It has been agreed upon by the above agencies that the following agreement for the jurisdictional coverage for the Fountain area will be enacted effective July 2, 2020.

**Fountain Police Department:**

- Colorado Hwy 85/87 from the north City Limits Sign at Venetucci Ranch to Charter Oak Ranch Road including all of Charter Oak Ranch Road.
- All of Jimmy Camp Road.
- All of Link Road from the north curb line of C&S Road to the east curb line of Old Pueblo Road.
- All of Mesa Road
- All of Southmoor Drive
- Squirrel Creek Road from the west curb line of Jimmy Camp Road to the intersection with Andy Kane Road.
- Peaceful Valley Road from the west curb line of Marksheffel to the East City Limits signage at the top of the hill.
- Marksheffel Road south from the north curb line of Peaceful Valley Road. (To and including all of C&S Road).
- All of Kane Road
- All of Ermel Road
- All of REA Road
- Fountain Mesa Road south from the north curb line of Medicine Bow Avenue.
- Colorado State Hwy 16 east from the Fort Carson Post Boundary east to Mesa Ridge Parkway, and north on Powers
- Boulevard to the south curb line of Fontaine Boulevard.
- Academy Boulevard, starting at the west edge of the Interstate 25 overpass moving west to and including the intersection of the most western exit at Venetucci Boulevard / PPCC Community College.

FOUNTAIN POLICE DEPARTMENT AND COLORADO STATE PATROL

MEMORANDUM OF UNDERSTANDING

Areas of Responsibility Agreement

- Venetucci Blvd. from the south curb line of B Street south to and including the intersection with South Academy Boulevard/PPCC Community College.
- Mesa Ridge Parkway east from the west curb line of Powers Boulevard to the Intersection of the east curb line of Marksheffel Road.
- The above agreement includes all intersections, overpasses, frontage roads, merge lanes and traffic violation enforcement associated with these roadways.

COLORADO STATE PATROL:

- All of Interstate 25 North and South through Fountain, including the on and off ramps at Exit 122, 128, 132, and 135.
- All of Fontaine Boulevard East from the west curb line of Powers until it dead ends east.

All agree that any and all assistance will be provide upon request, from any agency including traffic accidents, regardless of jurisdictional location.

Dated this 2<sup>nd</sup> Day of July, 2020

Fountain Police Department

  
Chief Chris Heberer

Colorado State Patrol



Captain John Lupton



# Regular City Council Meeting

**Consent -7C**

HSPPR 2024 Services Agreement

*January 23, 2024*

### Summary Information

Title:

**RESOLUTION NO. 24-003, A RESOLUTION AUTHORIZING THE 2024 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 2024.

Previous Action by City Council:

The City Council authorized execution of a one-year contract for animal control services with the Humane Society for the year 2023, reflecting a fee increase from the prior years.

Attachment(s):

2024 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 negotiations with the Society regarding its proposed change in how the Society is billing for its services moving forward, a 5% fee increase will be applied for 2025.

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. 24-003, authorizing execution of the 2024 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 24-003, approving the Contract for Year 2024 Animal Control Services between the Humane Society of the Pikes Peak Region and the City of Fountain."



**RESOLUTION 24-003**

**A RESOLUTION AUTHORIZING THE 2024 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 (2024) with an additional one year extension through 2025, 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 2024 period for animal control services for the amount of \$240,047.00.

Done this 23<sup>rd</sup> day of January, 2024.

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Sharon Thompson, Mayor

ATTEST:

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Silvia Huffman, City Clerk

**CITY OF FOUNTAIN  
CONTRACT FOR YEAR 2024 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, 2024

EXPIRATION DATE: DECEMBER 31, 2024

THIS CONTRACT, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 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 (1<sup>st</sup>) day of January, 2024. 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, 2024 through December 31, 2024. This Contract shall automatically renew in a single one (1) year increment, unless written notice is given by either Part at least sixty (60) days prior to the renewal date.

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:

1. 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.



**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 2024 calendar year the total sum of \$240,047.00 to be paid in twelve (12) equal monthly installments of \$20,003.91 each, beginning January 1, 2024 and on the first day of each month thereafter during the year 2024. During the calendar year 2025, the total sum paid shall be \$252,049.35, paid in equal monthly installments of \$21,004.11.

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**

<b>Call Type</b>	<b>Description</b>
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. When requested, Animal Law Enforcement shall respond in-person to Calls for Service. 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. The Communications Center shall answer questions regarding response times of Animal Law Enforcement Officers to provide estimated times of arrival.
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 HSPPR 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

**Consent-7D**

2024 School Fees

**January 23, 2024**

### Summary Information

Title:

**APPROVAL OF 2024 SCHOOL FEES IN LIEU OF LAND DEDICATION**

Initiator: Kristy Martinez, Planning Manager

Council Action

Presenter: Kristy Martinez, Planning Manager

Council Information

Legal Review:  Yes  No

Report to Council

Summary Overview and List of Attachments:

The purpose of this agenda item is to set school fees for 2024. The item was pulled from the December 12, 2023 City Council agenda to allow School District representatives to be available for questions.

Attachments:

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

Letter from Dave Gish, Widefield School District 3

### Background Information

Section 16.20.060 of the Fountain Municipal Code authorizes the City Council to adopt fees for cash-in-lieu of land dedication for new development using adopted land dedication rates and an established developed land value for the City. Using these rates and values, School District 8 and School District 3 are recommending the City Council approve a school fee of \$1,532 for each new single-family detached dwelling unit for 2024. Using the same average land value and the land dedication rate of 359 square feet per unit set forth in the subdivision regulations, the school fee for single-family attached (townhomes) and multi-family would be \$631 for 2024.

The land value being used is Colorado Springs land value from 2007.

Single-family Detached

$871 \text{ (square feet of dedication per unit)} \div 43,560 \text{ (square feet in an acre)} = .0199 \times \$76,602 \text{ (average land value per acre)} = \mathbf{\$1,532 \text{ per unit}}$

Single-family Attached and Multi-family

$359 \text{ (square feet of dedication per unit)} \div 43,560 \text{ (square feet in an acre)} = .00824 \times \$76,602 \text{ (average land value per acre)} = \mathbf{\$631 \text{ per unit}}$

El Paso County is currently reviewing the school fees that they collect with the School Districts and the development community. It is anticipated that the finalization of the El Paso County fee will be in the coming months. At that time, if the School Districts want to adopt the El Paso County fee, an amended fee may be presented to City Council at a later date for consideration.

### Recommendation

The School Districts are recommending 2024 school fees in the amount of \$1,532/unit for new single-family detached and \$631/unit for new single-family attached (townhomes) and multi-family.

### Proposed Motion

I motion to approve the 2024 school fees in lieu of land dedications.



Fountain • Fort Carson  
**SCHOOL DISTRICT EIGHT**

Dr. Keith Owen-Superintendent

**Joanne Vergunst**  
**Assistant Superintendent**  
**of Business and Auxiliary Services**

10665 Jimmy Camp Rd  
Fountain, CO 80817  
719.382.1300 - fax 719.382.7338  
[jvergunst@ffc8.org](mailto:jvergunst@ffc8.org)

November 29, 2023

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

Dear Kristy,

At the November 2023 Board of Education meeting for El Paso County School District Eight, the 2023 school fees in lieu of land were approved for \$1,532 per unit.

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

- The City of Colorado Springs school land fee is \$1,532 (unchanged since 2007).
- The City of Colorado Springs fee is based on 871 square feet of land dedicated per unit.
- Information provided by the County Assessor's office in November 2016 indicates that the median market value per square foot of single family residential land in Fountain is 100% of the value of residential property in the City of Colorado Springs.

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

Sincerely,

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



## Support Services

645 Widefield Drive  
Colorado Springs, CO 80911  
PH: 719-391-3530 FAX: 719-391-3534

December 1, 2023

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

Dear Kristy,

Following a conversation with Widefield School District #3 Superintendent, Kevin Duren, it was determined Widefield School District #3 will follow the same school fees in lieu of land \$1,532 for 2024. This will mirror the same expectation as Fountain-Fort Carson School District #8 providing consistency for developers.

We followed the City of Fountain ordinance 16.24.060 and made the following assumptions for the recommended fee:

- The City of Colorado Springs school land fee is \$1,532 (unchanged since 2007).
- The City of Colorado Springs fee is based on 871 square feet of land dedicated per unit.
- Information provided by the County Assessor's office in November 2016 indicates the median market value per square foot of single-family residential land in Fountain is 100% of the value of residential property in the City of Colorado Springs.

If you have any questions, please don't hesitate to contact me at 719-391-3531 or by email at [gishd@wsd3.org](mailto:gishd@wsd3.org).

Respectfully,

David Gish  
Chief Operations Officer  
Widefield School District #3



# Regular City Council Meeting

## New Business –9A

Items removed from Consent Agenda

January 9, 2024

### 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

Ordinance No. 1797

January 23, 2024

### Summary Information

Title:

**FIRST READING ORDINANCE 1797, AN ORDINANCE ESTABLISHING NEW SECTIONS TO CHAPTER 1.12 (GENERAL PENALTY) WITHIN TITLE 1 (GENERAL PROVISIONS) OF THE FOUNTAIN MUNICIPAL CODE, ESTABLISHING A RIGHT TO TRIAL BY JURY AND EXEMPTIONS THERETO**

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 Ordinance specifies which violations of Fountain Municipal Code are subject to possible jail time and, in turn, which violations invoke a Defendant’s right to a trial by jury.

### Background Information

Previously, any violation of Fountain Municipal Code was punishable by up to a year in jail and a fine of not more than \$2,650. This includes charges like 1-4 mph Speeding, not having a dog on a leash, weeds, parking, etc. Colorado law grants a defendant facing the possibility of jail the right to a trial by jury. This Ordinance would eliminate the possibility of jail for certain offenses and thereby not require a jury trial. Instead, it would only require a trial to the Court, where the judge acts as fact finder instead of a jury.

Some more serious charges that have an equivalent state statute that carries jail, are not included and any defendant charged would still have the right to a trial by jury.

Strategic Plan Priority (if applicable):

- Transportation Infrastructure
- Telecommunications Technology and Capabilities.
- Distribution of Public Safety Resources
- Improve the Availability of Venues Which Support Community Activities

### Recommendation

Staff makes no recommendation.

### Proposed Motion

“I move to approve Ordinance 1797 on First Reading.”

**ORDINANCE NO. 1797**

**AN ORDINANCE ESTABLISHING NEW SECTIONS TO CHAPTER 1.12 (GENERAL PENALTY) WITHIN TITLE 1 (GENERAL PROVISIONS) OF THE FOUNTAIN MUNICIPAL CODE, ESTABLISHING A RIGHT TO TRIAL BY JURY AND EXEMPTIONS THERETO**

WHEREAS, the City of Fountain operates a municipal court which is vested with jurisdiction as conferred by the Ordinances of the City; and

WHEREAS, the City of Fountain desires to set forth the expectations for municipal defendants regarding their right to a trial by jury; and

WHEREAS, the City of Fountain recognizes that certain municipal violations lack severity or a level of concern to warrant any period of imprisonment; and

WHEREAS, the City desires to exempt certain municipal violations from a possible sentence of confinement, and additionally thereby eliminating the need and right of a trial by jury in those instances.

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

Section 1. Title 1 (General Provisions), is hereby amended, adding Sections to Chapter 1.12 (General Penalty) to the Fountain Municipal Code, attached hereto.

Section 2. All other ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability. If any section, paragraph, sentence, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance.

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

Introduced, read by title and passed this 23<sup>rd</sup> day of January, 2024, by the City Council, City of Fountain, Colorado, signed by the Mayor, and ordered published by title with a summary written by the City Clerk together with a statement that the ordinance is available for public inspection and acquisition in the office of the City Clerk in Colorado Springs Gazette, a newspaper of general circulation in the City of Fountain.

\_\_\_\_\_  
Sharon Thompson, Mayor

ATTEST:

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

Introduced, read by title, and passed on second and final reading on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and ordered published by title in the Colorado Springs Gazette, a newspaper of general circulation in the City of Fountain, Colorado, in accordance with the City Charter.

\_\_\_\_\_  
Sharon Thompson, Mayor

ATTEST:

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



## TITLE 1 (GENERAL PROVISIONS)

### CHAPTER 12.12 GENERAL PENALTY

#### **Sec. 1.12.040. – Right to Trial by Jury**

In any action before the Municipal Court in which the Defendant thereto is entitled to a jury trial by the Constitution or the general laws of the State of Colorado, the Defendant shall have a jury upon request. The jury shall consist of three (3) jurors unless a greater number, not to exceed six (6), is requested by the Defendant.

#### **Sec. 1.12.050. - Right To Trial By Jury; Waiver, Fee.**

A Defendant waives the right to a jury trial under this Section unless, within twenty-one (21) days after arraignment or entry of a plea, the Defendant files with the Municipal Court a written jury demand and simultaneously tenders to the Municipal Court a jury fee established by Colorado State statute or Court rule, unless the fee is waived by the Municipal Court judge due to the indigence of the Defendant. If the action is dismissed or the Defendant is acquitted of the charge, or if the Defendant, having paid the jury fee, files with the Court a written waiver of the jury trial at least twenty-one (21) days before the scheduled trial date, the jury fee shall be refunded.

#### **Sec. 1.12.060. - Right To Trial By Jury; Advisement.**

At the time of arraignment for any offense, the Municipal Court Judge shall advise the Defendant of the Defendant's rights and responsibilities as to trial by jury.

#### **Sec. 1.12.070. - Right To Trial By Jury; Jail; Exceptions.**

The election of jury trial is hereby eliminated relating to the following sections of this Code, identified in Sub-Sections A, B, C, and D below and violations of the following sections of this Code shall not be punishable by imprisonment, but shall be punishable by a fine not to exceed one thousand dollars (\$2,650.00), by a sentence of unsupervised probation, or by a combination of such fine and sentence of unsupervised probation.

##### **A. TRAFFIC**

Section 10.04.050(A) of the Fountain Municipal Court for the following Model Traffic Code sections and/or subsections:

1. Section 201-240 – Equipment
2. Section 501-512 – Size-Weight-Mode
3. Section 603 – Obedience to Official Traffic Control Devices
4. Section 604 – Traffic Control Signal Legend
5. Section 605 – Flashing Signals
6. Section 605-615 – Signals-Signs-Markings
7. Section 701-713 – Rights-of-Way
8. Section 801-808 – Pedestrians
9. Section 901-903 – Turning-Stopping

10. Section 1001-1013 – 1101 – Speed Regulations as follows:
  - i. 1101(2)(h) – 1 to 4 miles per hour over the posted speed limit
  - ii. 1101(2)(h) – 5 to 9 miles per hour over the posted speed limit
  - iii. 1101(2)(h) – 10-19 miles per hour over the posted speed limit
11. Section 1201-1211 – Parking
12. Section 1402 – Careless Driving
13. Section 1403-1408; 1411-1412; 1415 – Other Offenses
14. Section 1409 – Compulsory Insurance
15. Section 1501-1504 – Motorcycles
16. Section 1803 – Abandonment of Motor Vehicles – Public Property
17. Section 1901-1904 – School Bus Requirements

#### B. ANIMALS

1. Section 6.04.050 – Animals kept on premises, sanitary requirements
2. Section 6.04.060 – Duty to Restrain
3. Section 6.04.100 – Specific Animals Prohibited
4. Section 6.04.110 – 6.04.140 – Exotic Animals – Permit Required – Application for Permit, Denial, Revocation of Permit, Failure to Obtain Permit - Impoundment
5. Section 6.04.150 – Noisy Pets or Animals Prohibited
6. Section 6.04.180 – Unlawful Sale or Display
7. Section 6.08.010 – 6.08.060 – Regulation of Dogs and Cats, Inoculation and License Fee – Dogs and Cats
8. Section 6.08.080 – License Tags to be attached to collar
9. Section 6.08.090 – 6.08.100 – Unlawful sale or display of cats or dogs in public places or by a pet store (Section 6.08.160 – Penalties needs to be revised.)
10. Section 6.12.010 – 6.12.040 – Regulation of hoofed animal

#### C. CODE

1. 8.04 – Pertaining to Weeds and Refuse
2. 8.08 – Nuisances
3. 8.12 – Property Maintenance Code for Non-Owner Occupied Housing and Non-Residential Buildings
4. 8.20 – Junk, Junkyards and Junk Vehicles
5. 8.24 – Alarms
6. Title 17 – Zoning

#### D. OTHER OFFENSES – NON-TRAFFIC

1. Section 9.24.050 – Parking motor vehicles on private property
2. Section 9.24.060 – Unlicensed or unregistered vehicles on property of another
3. Section 9.24.074 – Camping on public property prohibited
4. Section 9.24.090 – 9.24.120 – Littering prohibited
5. Section 9.52.020 – Noise prohibited generally
6. Chapter 9.56 – Offenses by or Against Minors
7. Section 10.12.010 – Authority to impound vehicle

8. Section 10.12.020 – Illegal parking



# Regular City Council Meeting

## New Business –9C

Ordinance No. 1798

### January 23, 2024

#### Summary Information

Title:

**FIRST READING OF ORDINANCE 1798, AN ORDINANCE REPEALING AND REORDAINING CHAPTER 10.04 (MODEL TRAFFIC CODE) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE FOUNTAIN MUNICIPAL CODE AND ADOPTING BY REFERENCE WITH CHANGES THE 2020 EDITION OF THE “MODEL TRAFFIC CODE FOR COLORADO, REVISED 2020” AND MAKING OTHER CHANGES RELATED TO TRAFFIC**

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 Ordinance adopts by reference the Colorado Model Traffic Code (MTC) that was updated in 2020.

Previous Action by Council:

Ordinance 1571 – Adoption of 2010 MTC

Ordinance 1675 – Establishing Truck Routes

Ordinance 1685 – RV Parking

#### Background Information

In 2020, the state updated its Model Traffic Code. The City had previously adopted the 2010 version and is seeking to adopt by reference the most updated version of the code.

Strategic Plan Priority (if applicable):

Transportation Infrastructure

Telecommunications Technology and Capabilities.

Distribution of Public Safety Resources

Improve the Availability of Venues Which Support Community Activities

#### Recommendation

Staff makes no recommendation.

#### Proposed Motion

“I move to approve Ordinance 1798.”

**ORDINANCE NO. 1798**

**AN ORDINANCE REPEALING AND REORDAINING CHAPTER 10.04 (MODEL TRAFFIC CODE) OF TITLE 10 (VEHICLES AND TRAFFIC) OF THE FOUNTAIN MUNICIPAL CODE AND ADOPTING BY REFERENCE WITH CHANGES THE 2020 EDITION OF THE “MODEL TRAFFIC CODE FOR COLORADO, REVISED 2020” AND MAKING OTHER CHANGES RELATED TO TRAFFIC**

WHEREAS, the City Council of the City of Fountain has determined that it is in the best interests of the residents of the City of Fountain to adopt by reference the 2020 Edition of the “Model Traffic Code For Colorado, Revised 2020”; and

WHEREAS, the 2010 edition of the “Model Traffic Code for Municipalities” was adopted by Ordinance 1571 and codified as Chapter 10.04 (Model Traffic Code) with certain specified additions or modifications, and

WHEREAS, Ordinance 1675 and 1685 further amended Chapter 10.04, the contents of which are integrated into this ordinance; and

WHEREAS, the City desires to adopt the 2020 edition of the Model Traffic Code for Colorado, Revised 2020 with certain changes identified below.

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

Section 1. The recitals set forth in the whereas clauses are adopted as findings in support of this ordinance.

Section 2. Chapter 10.04 (Model Traffic Code) of Title 10 (Vehicles and Traffic) of the Fountain Municipal Code is hereby repealed and reordained to read as follows:

**Sec. 10.04.010 – Adoption.**

Pursuant to Part 2 of Article 16 of Title 31, C.R.S., as amended, and Section 6.9 of the Home Rule Charter of the City of Fountain, Colorado there is hereby adopted by reference the 2020 edition of the “Model Traffic Code for Colorado, Revised 2020” including the Definitions set forth in the appendix as the Model Traffic Code promulgated and published by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Pl. Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the City. The purpose of the Model Traffic Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state. One (1) copy of the Model Traffic Code adopted herein is now filed in the City Clerk’s office of the City of Fountain, Colorado, and may be inspected during regular business hours.

#### **Sec. 10.04.020 – Additions or Modifications.**

The Model Traffic Code adopted in section 10.04.010 of this Chapter is subject to the following additions or modifications:

- A. Part 17, Penalties and Procedures of the adopted Model Traffic Code is declared to be inapplicable and is therefore expressly deleted in its entirety.
- B. Subsection (3) of section 116 of the adopted Model Traffic Code is deleted and replaced with the following: “A violation of this section is a violation of section 10.04.050 of the Fountain Municipal Code.”
- C. Subsection (5) of section 116 of the adopted Model Traffic Code is deleted and is replaced with the following: “No driver in a motor vehicle shall be cited for a violation of this section unless such a driver was stopped by a law enforcement officer for an alleged violation of other provisions of the adopted Model Traffic Code.”
- D. The phrase “a traffic infraction” in section 501 of the adopted Model Traffic Code is deleted and is replaced by the phrase “a violation of section 10.04.050 of the Fountain Municipal Code.”
- E. The phrase “a traffic infraction or misdemeanor traffic offense” in subsection (10) of section 1101 of the adopted Model Traffic Code is deleted and is replaced by the phrase “a violation of section 10.04.050 of the Fountain Municipal Code.”
- F. The phrase “section 235 (1) (a)” in subsection (1.5) of section 225 of the adopted Model Traffic Code is deleted and is replaced by the phrase “section 42-4-235 (1) (a) C.R.S.”
- G. Pursuant to subsection (3) of section 106 of the adopted Model Traffic Code, the following relating to the operation of trucks applies within the City of Fountain:
  - 1. It shall be unlawful to operate a truck on a City right-of-way that is not designated as a truck route. This prohibition does not apply to a truck that is not on a truck route if the driver establishes that the truck is on duty.
  - 2. It shall be unlawful to park a truck on a City right-of-way unless signs authorizing truck parking are posted on the right-of-way, except that a truck may park on a City right-of-way that is not posted for truck parking if the driver establishes that the truck is on duty. There is a rebuttable presumption that a truck parked for more than four hours is not on duty.
  - 3. The term “truck” means a:
    - a. Motor vehicle with a gross vehicle weight rating (GVWR) of more than 26,000 pounds that is designed to transport goods or to provide a service,

- b. Truck-tractor; or
  - c. Semi-trailer.
4. For purposes of this Subsection G, a truck is on duty if it is:
- a. In the process of delivering or picking up goods,
  - b. Providing a service of the type for which the truck was manufactured;  
or
  - c. Is in route to or from where it will be garaged or serviced.

Notwithstanding the above, a truck is on duty only if is at a point that is the shortest distance between the duty point and the nearest truck route.

5. The City Engineer shall:
- a. Designate truck routes,
  - b. Assure that the truck routes are appropriately marked,
  - c. Make maps publicly available showing the truck routes; and
  - d. Where truck parking is permitted on City rights-of-way, post appropriate signs.
6. For purposes of this Subsection G, "City right-of-way" means a publicly maintained way if the way is open to the use by the public for purposes of vehicular travel. The term includes a way declared to be a public highway by the law of the state.

H. Subsection 1202 of the state model traffic code is hereby amended by deleting subsection 1202(2) and replacing it with the following:

1. No "specialized vehicle," as defined herein, may be parked or stored on public property or in the public right-of-way for more than 72 hours in one location in any one week period, regardless of whether the owner of the specialized vehicle is also the owner or occupant of the abutting parcel. The fact that the specialized vehicle is moved along the same right-of-way, moved for the primary purpose of avoiding the 72-hour limitation, or moved away for any period of fewer than 24 hours, shall be ignored when determining whether or not a specialized vehicle has remained parked for 72 hours or more.
2. The term "specialized vehicle," as used in this section, includes the following motorized and non-motorized vehicles: food carts, vans adapted for commercial purposes, buses, boats, boat trailers, motor homes, travel trailers, fifth wheel trailers, camping trailers, recreational park trailers, multipurpose trailers, truck campers, horse trailers, utility trailers, house trailers, and any other similar type vehicles intended for specialized use. The definitions of all terms used in this subsection which are set forth in C.R.S. §§ 24-32-902 and 42-1-102 are hereby incorporated as if restated herein.
3. Nothing in this section shall permit an activity or condition that is restricted or

prohibited by this section 10.04.020.

4. Any person who violates any provision of this section commits a violation of section 10.04.050 of the Fountain Municipal Code.

**Sec. 10.04.030 – Application.**

This Chapter shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of the City the use of which the City has jurisdiction and authority to regulate. The provisions of sections 1401, 1402, 1413, and part 16 of the adopted Model Traffic Code respectively concerning reckless driving, careless driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout the City.

**Sec. 10.04.040 – Interpretation.**

This chapter shall be so interpreted and construed as to effectuate its general purpose to conform to the state's uniform system for the regulation of vehicles and traffic. Article and section headings of this Chapter and the adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

**Sec. 10.04.050 Violation – Penalty.**

The following penalties, herewith set forth in full, shall apply to this Chapter.

- A. It shall be unlawful to violate any of provision of this Chapter or any provision of the adopted Model Traffic Code.
- B. Every person convicted of a violation of any provisions stated or adopted in this Chapter shall be punished by a fine not exceeding One Thousand Dollars (\$2,650.00) or by imprisonment for not more than one year, or by both such fine and imprisonment, subject to any limitations of § 1.12.070 of the Fountain Municipal Code.
- C. The penalty and surcharge imposed for any traffic violation is doubled if the violation occurs within a school zone or within a maintenance, repair or construction zone. School zone means an area that is designated as a school zone and has signs posted indicating that penalties will be doubled. A maintenance, repair or construction zone means an area that is designated as a maintenance, repair or construction zone and has signs posted indicating that penalties will be doubled.

Section 3. This Ordinance shall be in full force and effect from and after its passage and publication is provided by the City Charter.



Introduced, read by title, and passed this 23rd day of January, 2024, by the City Council, City of Fountain, Colorado, signed by the Mayor, and ordered published by title with a summary written by the City Clerk together with a statement that the ordinance is available for public inspection and acquisition in the office of the City Clerk in the Colorado Springs Gazette, a newspaper of general circulation in the City of Fountain, Colorado, in accordance with the City Charter.

\_\_\_\_\_  
Sharon Thompson, Mayor

ATTEST:

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

Introduced, read by title, and passed on second and final reading as amended on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, signed by the Mayor and ordered published by title in the Colorado Springs Gazette, a newspaper of general circulation in the City of Fountain, Colorado, in accordance with the City Charter.

\_\_\_\_\_  
Sharon Thompson, Mayor

ATTEST:

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