



CITY COUNCIL AGENDA
March 26, 2024, 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**
 - Department Update: Transportation (Bob McDonald) 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 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 March 12, 2024, City Council Meeting Minutes (S. Huffman)
 - B. Request For Approval Of A Park Permit For Bark In The Park (S. Huffman)
 - C. Request For Approval Of A Park Permit For Field Of Drinks Brew Fest (S. Huffman)
 - D. Resolution 24-010, A Resolution Authorizing And Approving The Non-Exclusive Permanent Easement And Temporary Construction Easement Agreement Between The City Of Fountain And The Fountain Sanitation District For A Waterline Easement To Support The 30" Sw/Link Transmission Main Project. (T.Murphy)

8) Old Business

9) New Business

A. Consideration Of Items Removed From The Consent Agenda

B. Resolution 24-011, A Resolution Authorizing An Emergency Funding Request For \$425,000.00 From The City Budget To Fund The City's 25% Match Portion Of A United States Department Of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Grant In The Amount Of \$1,890,000.00. (R. McDonald est. 5 min.)

C. Resolution 24-012, A Resolution Authorizing Utilization Of \$375,000.00 From The Jimmy Camp Creek Drainage Account To Fund The City's 25% Match Portion Of A United States Department Of Agriculture (USDA) – Natural Resources Conservation Service (NRCS) Grant In The Amount Of \$1,690,000.00 For Repairs To The Old Pueblo Road Bridge. (R. McDonald est. 5 min.)

D. Resolution 24-013, A Resolution Requesting Inclusion Into The Pikes Peak Rural Transportation Authority (T. Johnson)

10) City Council Agenda Requests

11) Announcement of Executive Session

12) Adjourn

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

NEXT REGULAR COUNCIL MEETING

April 9, 2024



Regular City Council Meeting

Consent –7A
Council Meeting Minutes

March 26, 2024

Summary Information

Title:

APPROVAL OF THE MARCH 12, 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 March 12, 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
March 12, 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

Pikes Peak Regional Building Presentation -Greg Dingrado, PPRBD

Mr. Dingrado reviewed the statistics and highlights of past, current and forecasted numbers of permits in El Paso County for construction. He reviewed trends and comparisons between municipalities.

Deputy City Manager Evans gave an update on the Villas at Mesa Ridge noting that a report will be done by a structural engineer and results will be shared with City Council.

4 (2) Board/Commission/Committee Appointments

There were no appointments.

5) Correspondence, Comments and Ex-Officio Reports

Deputy City Manager Evans reported that CDOT will be installing new ADA ramps along Highway 85.

Utility Director Blankinship noted that this Thursday the Chamber of Commerce will be hosting a business event at the winery.

Council Member Estes congratulated Mesa Ridge boys' basketball for their championship win.

Mayor Thompson reported on her attendance at the Care & Share lunch, the Civil leader tour, Mayor's news conference. She noted that PPACG wrote a letter of support for bills that have an impact on municipalities. She gave an example of HB-1174 that would created additional costs for conceal carry citizens. She stated there is a Community Services Block grant advisory board position available for any Council Members that may be interested.

Council Member Hinton advised citizens to slow down on I-25 especially in the construction area.

Council Member Duncan thanked the Fire Department for their “know your firefighter” initiative. She noted that PPACG has an active transportation survey online for the long-term transportation plan.

6) Public to be Heard

Aaron Himes, VFW reported on upcoming events at the VFW.

Maggie Harmer and Jay Frost stated they are residents of Hannah Ranch and voiced concerns about the Powers extension stating it would cut through the Ranch rendering it useless.

Deputy City Manager Evans stated he would schedule a meeting with the County and Wilson and Co. to discuss this concern.

John Langley, American Legion, reported on upcoming events at the American Legion.

Al Lender, resident, asked what position Council Members Applegate and Duncan had on raising taxes.

He asked Chief Cristiani how many patrol officers are on duty during their shifts because there was a car stolen from the lot next to the station.

Chief Cristiani gave numbers of typical shifts and noted that most officers are out on the roads patrolling or on a call and not usually at the station.

Council Member Rick asked about how the Police Department predicts crime locations.

Chief Cristiani explained the use of COMSTAT for prediction of crime and tracking of incidents.

7) Consent Agenda

A. Approval Of the February 27, 2024, City Council Meeting Minutes

B. Resolution 24-006, A Resolution To Establish A Plan To Stabilize The Water Fund.

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

8) Old Business

There was no old business to be heard.

9) New Business

A. Consideration Of Items Removed From The Consent Agenda

There were no items removed.

B. Resolution ~~24-007~~ 24-008, A Resolution Authorizing Task Order #2 Under The Professional Service Agreement Between The City Of Fountain And Respec Company, LLC For Design And Permitting Of The Fountain Reservoir Project Utilizing El Paso County Arpa Grant Funds.

Water Engineer Murphy stated the resolution number is incorrect and requested an amendment from 24-007 to 24-008.

Water Engineer Murphy reported that with a cost of \$1,063,838, will advance the technical design of project components to 60% or 90%, and will initiate permitting of all elements that can be pursued without having a construction date.

He reported that the design of the on-site reservoir and waterproof lining will be issued under an upcoming Task Order #2a owing to the specialty engineering work needed, which is still being procured.

He stressed that clearly defined and ‘shovel-ready’ project is critical to making serious and competitive applications for State and Federal Grant opportunities. The completion of this task order work will give the city a partially permitted 60%/90% project design, which will greatly enhance our ability to seriously pursue grants and other construction funding sources as opportunities arise.

Lastly, he stated that this project has not had to use any city funds due to the awarded \$2,147,652 of reimbursable grant funding for this project through El Paso County’s ARPA allocation.

Council Member Duncan made a motion to approve Resolution 24-008, seconded by Mayor Pro Tem Rick. All members voted yes (7-0); the motion carried.

10) City Council Agenda Requests

Mayor Pro Tem Rick asked for a future discussion on the elimination of use of MyFountain app.

Administration Services Director Trylch stated that the app will remain, but a feature of the app will be removed. The feature is a notification for those citizens that register for it. He reported that there are very few people that have registered for this feature and does not feel that it’s cost effective to keep the feature but the remaining features of the app will remain.

Mayor Pro Tem Rick rescinded his request.

11) Announcement of Executive Sessions

There were no executive sessions requested.

12) Adjourn

There being no further business, Mayor Thompson declared the meeting adjourned at 7:10 P.M.

City Clerk

Mayor



Regular City Council Meeting

Consent –7B

Bark in the Park

March 26, 2024

Summary Information

Title:

REQUEST FOR APPROVAL OF A PARK PERMIT FOR BARK IN THE PARK.

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:

Fountain UP is hosting the 3rd annual Bark in the Park on July 20th at the Dog Park in Metcalf Park. All proceeds raised at this event are donated back for the Fountain PD K9 unit. Fountain UP has proudly donated approximately \$8,000 back to the K9 unit. They are requesting approval of an Event Park Permit for the event.

Attachment:

Application

Even Map

Background Information

Fountain UP is an established committee committed to bringing local community events back to the City of Fountain.

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 of Fountain Colorado

Event Permit Application



Date Received: _____

Check or Cash: _____

Are you requesting sponsorship from City Council (Yes) _____ (No) Not at this time

Event Title: Bark in the Park

Phone Number: 719-322-2019

Entity Name: Fountain UP

Tax ID Number: _____

Applicant Name and Title: Rosa McCormick

Address: 116 S. Main St.

Email Address: Rosa @fountaincolorado.org

Description: (Describe what your event is about, who and what will be involved, how it will operate and any other information that you feel is important that will help us make a determination on whether to approve or deny your event):

Bark in the Park is a community event to bring pet owners to the dog park and connect them with organizations and companies that could benefit animal lovers. The event includes a Fun Run with your pet, K9 demonstrations, Vendors for animal care (Health, Grooming, Boarding and Adoption), Food Trucks and fun contests for everyone. Same as years past, profits from this event will be donated to the Fountain PD K9 Unit. Total our committee has given back approximately \$8,000.00.

Location of Event: Metcalf Park, Dog Park

For official use only

City Authorization:

City Clerk: _____

Comments:

Set up date and time: July 20th 8am Dismantle date and time: July 20th 2pm

Event Start date and time: July 20th 10 am End date and time: July 20th 12pm

Anticipated Attendance to include participants: 150 Number of Vehicles: 50

Will there be an admission registration fee? Yes NO Cost: None

Please provide website or Facebook page for your event: _____

IF YOUR EVENT WILL INVOLVE ALCOHOL YOU MUST CONTACT THE CITY CLERK'S OFFICE AND THEY WILL ADVISE YOU ON THE PROCESS TO OBTAIN A LIQUOR LICENSE. YOU MAY HAVE BEER IN CANS ONLY (NOT FOR SALE).

Are there plans to sell or distribute beer or wine at your event? Yes NO

A Certificate of Insurance must be received by the City of Fountain prior to approval and issuance of your Special Event Permit.

The applicant will need commercial general liability insurance which names, as Additional Insured, the "City of Fountain, its officers, employees and agents," and any other public entities impacted by your event to which this permit applies. Insurance coverage must be maintained for the duration of the event including setup and dismantle dates.

Name of Insurance Agency: CIRSA

Address: _____ City: _____ State: _____ Zip: _____

Phone number: _____

Contact Person: _____

Policy Type: _____

Policy Amount: _____ PolicyNumber: _____

The following departments may provide and charge additional services. You will be provided cost estimates in your Agreement packet.

POLICE: Public Safety Personnel: How many? _____

STREETS/PARKS: Personnel, Equipment (cones, barricades, no parking signs): How many? 3

STREETS/PARK: Cleanup Personnel, Dumpster(s), trash receptacles, event site preparation and restoration. How many? Same as above

FIRE: Paramedics, Inspectors: How many? _____

Note: The City does not provide tents, Port-O-Lets, tables and chairs.

If you are requesting City Council sponsorship, please provide a summary of the benefit to the City and/or the Citizens of Fountain. If sponsorship is approved, the City requires public recognition of the City on all marketing material. Please see City Clerk's Office for logo.

The sole purpose of Fountain UP is to give back to the citizens of Fountain, all profit from this event will be donated to the Fountain PD K9 Unit.

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>	<u>Comments/Details</u>	<u>Obligation</u>
<input checked="" type="checkbox"/> Public Invited		General Liability Insurance (City Clerk)
<input checked="" type="checkbox"/> Located in Park	Metcalf Dog Park	Park Permit (City Clerk)
<input checked="" type="checkbox"/> Vending Product/Merchandise Sales		City of Fountain Business License (City Clerk)
<input checked="" type="checkbox"/> Vending Food/Beverage	Food Trucks	Health License (Contact El Paso County Public Health)
<input checked="" type="checkbox"/> Vendors/Exhibitors	How Many? TBD	
Vending Beer/Wine		Alcohol Permit--additional insurance required (City Clerk)
<input checked="" type="checkbox"/> Erecting Tents	How Many? TBD Vendor Choice	
<input type="checkbox"/> Fence Installation	What Type?	Parks/Streets Department
<input type="checkbox"/> Other Structures	What Structure?	Parks/Streets Department
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit (Fire Department)
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit (Police Department)
<input type="checkbox"/> Car Show	How Many? Impermeable Barrier must be used under car	
<input type="checkbox"/> Grills	How Many?	
Amplified Sound	<input type="checkbox"/> Performers <input type="checkbox"/> Announcement Only	
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime-Private <input type="checkbox"/> Overnight-Private <input type="checkbox"/> Event Time Frame-Fountain PD	
Sanitary Facilities (Port-o-Lets)	No. of Regular Units ____ No. of Disabled Units ____ No. of Hand Washing Units ____	
<input type="checkbox"/> Off-site Parking/Shuttle		
<input type="checkbox"/> Semi-Truck/ Tractor Trailer		
<input type="checkbox"/> Barricade and Street Blockage	Address for Drop Off:	Parks/Streets Department

Describe the economic benefit that this event will bring to the City of Fountain.

Please provide an event map that includes the following information

(If the item does not apply please write N/A in the space provided)

- Provision of minimum twenty feet (20') emergency access lanes throughout the event venue.
 - Location of first-aid facilities and ambulances.
 - Location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.
 - A detailed or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills.
 - Generator locations and/or source of electricity.
 - Placement of vehicles and/or trailers.
 - Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.
-

Certification:

I/we certify that the information contained in the forgoing application is true and correct to the best of my/our knowledge and belief; that I/we have read, understand and agree to abide by the requirements, rules and regulations governing the proposed Event Permit under the City of Fountain. I/we certify that the event will be open to the public and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I/we agree to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue and the conduct of the event. I/we agree to pay all fees and taxes; and the City shall not be liable for the payment of such taxes. I/we agree to abide by the requirements of the Public Events Permit, and further certify that I/we, on behalf of the Host Organization, am also authorized to commit that organization; and therefore, agree to be financially responsible, in conjunction with the Host Organization, for any costs and fees that maybe incurred by or on behalf of the Event to the City of Fountain. I/we hold the City of Fountain and all its entities harmless against all liability.

Print Name of Host Organization: Fountain UP

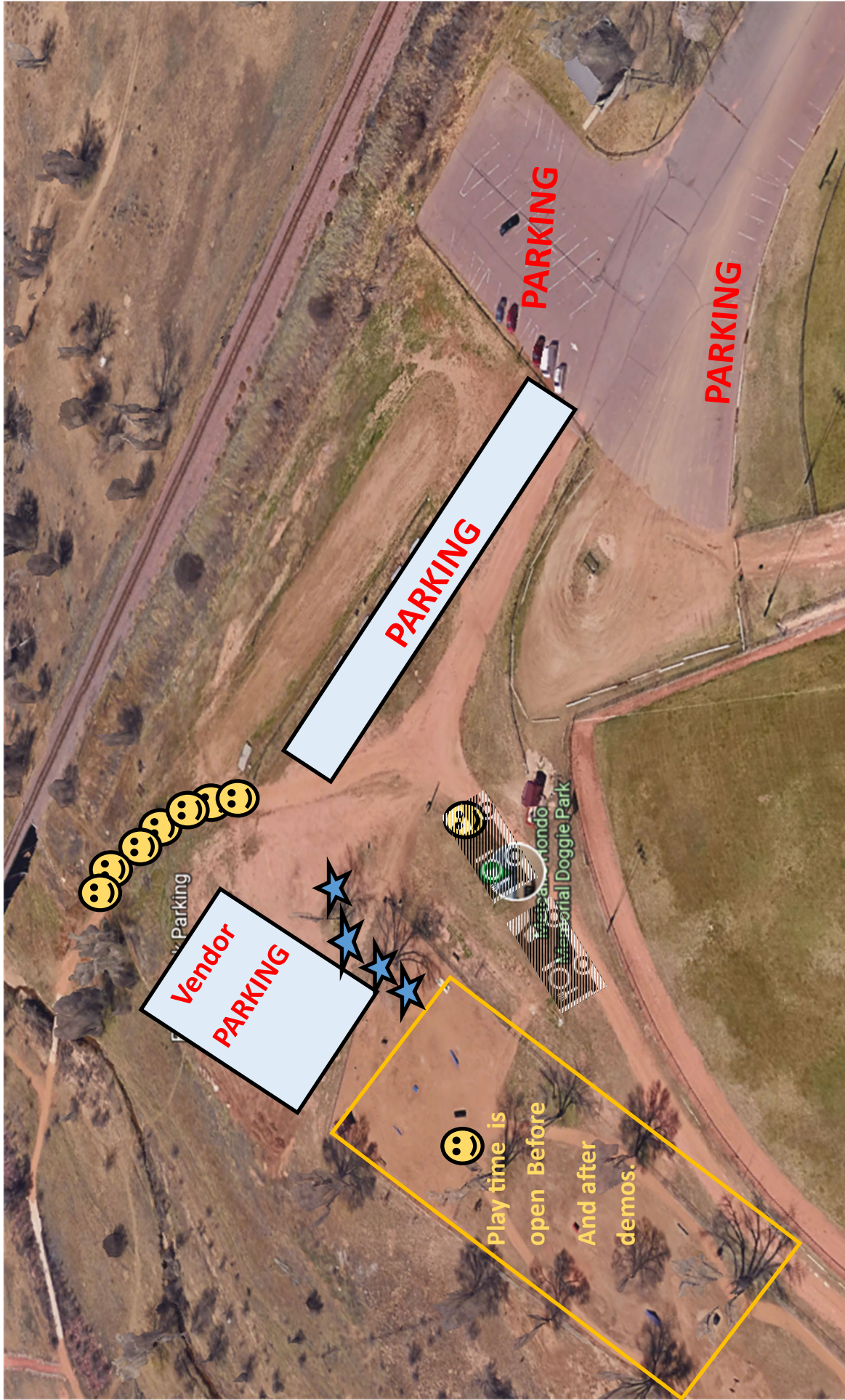
Name of Authorized Representative: Rosa McCormick

Signature: 

Date: 03/22/2024

Review and Approval Process:

1. Complete application for public event and turn it in to the City Clerk’s office at City Hall.
2. City Clerk will review and coordinate with other city departments as needed.
3. Fountain Parks Department will coordinate an Event Review (ER) meeting with appropriate city staff and event organizer.
4. The event organizer will provide a detailed event layout via the aerial maps provided and will return the map to the parks department for review.
5. If the event application needs special permit approval from City Council, the event organizer will be notified by the City Clerk for Council meeting date and time of appearance.
6. Payment for permit will be required at the Event Review Meeting.



Vendor
PARKING

PARKING

PARKING

Serial Doggie Park

Play time is
open Before
And after
demos.



Food Trucks



Vendors



Fountain UP Events



Regular City Council Meeting

Consent –7C

Field of Drinks Brew Fest

March 26, 2024

Summary Information

Title:

REQUEST FOR APPROVAL OF A PARK PERMIT FOR FIELD OF DRINKSS BREW FEST.

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:

Fountain UP is partnering with Peaks N Pines Brewery to host the 3rd Annual Field of Drinks Brew Fest. The event is scheduled for June 29th in the large baseball field at Metcalf Park. They are requesting approval of an Event Park Permit.

Attachment:

Application

Event map

Background Information

Fountain UP is an established committee committed to bringing local community events to the City of Fountain.

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.

Motion to approve shall be included under the consent agenda.

City of Fountain Colorado
Event Permit Application



Date Received: _____

Check or Cash: _____

Are you requesting sponsorship from City Council (Yes) _____ (No) Not at this time

Event Title: Field of Drinks Brew Fest Phone Number: 719-322-2019

Entity Name: Fountain UP Tax ID Number: _____

Applicant Name and Title: Rosa McCormick, Treasurer

Address: 116 S. Main St.

Email Address: Rosa @fountaincolorado.org

Description: (Describe what your event is about, who and what will be involved, how it will operate and any other information that you feel is important that will help us make a determination on whether to approve or deny your event):

Fountain UP is partnering with Peaks and Pines to bring the 2nd annual Field of Drinks Brew Fest. Colorado Department of Liquor Enforcement has allowed breweries to obtain an Alcohol Beverage Festival Permit that would be obtained by Peaks and Pines Brewery. The event will be held in the large baseball field to ensure containment and control of the alcohol. Port o lets will be provided and re-entry is not allowed. One entry and exit point to ensure IDs are checked and wrist bands provided. Absolutely no entry will be allowed without photo ID presented at the gate. T.I.P.s certified staff will be checking IDs.

Location of Event: Metcalf Park, Large Baseball Diamond

For official use only

City Authorization:

City Clerk: _____

Comments:

Set up date and time: June 29th 8am Dismantle date and time: June 29th 5pm

Event Start date and time: June 29, 12pm End date and time: June 29, 4pm

Anticipated Attendance to include participants: 700 Number of Vehicles: 200

Will there be an admission registration fee? Yes NO Cost: \$35 presale tickets, \$45 at the gate if available

Please provide website or Facebook page for your event: Field of Drinks Brew Festival

IF YOUR EVENT WILL INVOLVE ALCOHOL YOU MUST CONTACT THE CITY CLERK'S OFFICE AND THEY WILL ADVISE YOU ON THE PROCESS TO OBTAIN A LIQUOR LICENSE. YOU MAY HAVE BEER IN CANS ONLY (NOT FOR SALE).

Are there plans to sell or distribute beer or wine at your event? Yes NO

A Certificate of Insurance must be received by the City of Fountain prior to approval and issuance of your Special Event Permit.

The applicant will need commercial general liability insurance which names, as Additional Insured, the "City of Fountain, its officers, employees and agents," and any other public entities impacted by your event to which this permit applies. Insurance coverage must be maintained for the duration of the event including setup and dismantle dates.

Name of Insurance Agency: CIRSA

Address: _____ City: _____ State: _____ Zip: _____

Phone number: _____

Contact Person: _____

Policy Type: _____

Policy Amount: _____

PolicyNumber: _____

The following departments may provide and charge additional services. You will be provided cost estimates in your Agreement packet.

POLICE: Public Safety Personnel: How many? 4

STREETS/PARKS: Personnel, Equipment (cones, barricades, no parking signs): How many? 2

STREETS/PARK: Cleanup Personnel, Dumpster(s), trash receptacles, event site preparation and restoration. How many? Same as above

FIRE: Paramedics, Inspectors: How many? 0

Note: The City does not provide tents, Port-O-Lets, tables and chairs.

If you are requesting City Council sponsorship, please provide a summary of the benefit to the City and/or the Citizens of Fountain. If sponsorship is approved, the City requires public recognition of the City on all marketing material. Please see City Clerk's Office for logo.

The sole purpose of Fountain UP is to give back to the citizens of Fountain, all profit from this event will be donated to the Fountain PD K9 Unit.

Review and check all conditions which apply to this event: Note the corresponding obligation for each condition.

<u>Condition</u>	<u>Comments/Details</u>	<u>Obligation</u>
X Public Invited		General Liability Insurance (City Clerk)
X Located in Park	Metcalf Baseball Large field	Park Permit (City Clerk)
X Vending Product/Merchandise Sales	Brewery, Swag, and Vendors	City of Fountain Business License (City Clerk)
X Vending Food/Beverage	Food Trucks	Health License (Contact El Paso County Public Health)
X Vendors/Exhibitors	How Many? TBD	
X Vending Beer/Wine	20+ Breweries/Wineries	Alcohol Permit--additional insurance required (City Clerk)
X Erecting Tents	How Many? TBD Vendor Choice	
<input type="checkbox"/> Fence Installation	What Type?	Parks/Streets Department
<input type="checkbox"/> Other Structures	What Structure?	Parks/Streets Department
<input type="checkbox"/> Open Flame Food Preparation		Fire Inspection Permit (Fire Department)
<input type="checkbox"/> Require Street Closure		Parade or Street Closure Permit (Police Department)
<input type="checkbox"/> Car Show	How Many? Impermeable Barrier must be used under car	
<input type="checkbox"/> Grills	How Many?	
X Amplified Sound	<input type="checkbox"/> Performers- Live Band <input type="checkbox"/> Announcement Only	
<input type="checkbox"/> Security	<input type="checkbox"/> Daytime-Private <input type="checkbox"/> Overnight-Private <input type="checkbox"/> Event Time Frame-Fountain PD	
X Sanitary Facilities (Port-o-Lets)	No. of Regular Units 2____ No. of Disabled Units 2____ No. of Hand Washing Units _2__	
<input type="checkbox"/> Off-site Parking/Shuttle		
<input type="checkbox"/> Semi-Truck/ Tractor Trailer		
<input type="checkbox"/> Barricade and Street Blockage	Address for Drop Off:	Parks/Streets Department

Describe the economic benefit that this event will bring to the City of Fountain.

The rise of craft breweries has substantially expanded consumers' choice, providing them with a wide range of new tastes, and flavors. Giving beer, ciders, and wine a significant following of fans. These customers purposefully travel to experience this beer/wine culture. This will be our third year holding this event inviting multiple surrounding breweries, wineries, and their customers to join in one location and share in the art of their craft. Each year the number of ticket sales, and participating vendors and breweries have increased. We anticipate selling approximately 600 tickets with a cap of 700 if enough vendors participate to accommodate the numbers. This event brings our residents together along with new visitors to our community introducing them to our hometown hospitality.

Please provide an event map that includes the following information

(If the item does not apply please write N/A in the space provided)

_____ Provision of minimum twenty feet (20') emergency access lanes throughout the event venue.

_____ Location of first-aid facilities and ambulances.

_____ Location of all stages, platforms, scaffolding, bleachers, grandstands, canopies, tents, portable toilets, booths, beer gardens, cooking areas, trash containers and dumpsters, and other temporary structures.

_____ A detailed or close-up of the food booth and cooking area configuration including booth identification of all vendors cooking with flammable gases or barbecue grills.

_____ Generator locations and/or source of electricity.

_____ Placement of vehicles and/or trailers.

_____ Exit locations for outdoor events that are fenced and/or locations within tents and tent structures.

Certification:

I/we certify that the information contained in the forgoing application is true and correct to the best of my/our knowledge and belief; that I/we have read, understand and agree to abide by the requirements, rules and regulations governing the proposed Event Permit under the City of Fountain. I/we certify that the event will be open to the public and that individuals will not be barred from participation due to race, creed, color, national origin, sex, age, or physical impairment. I/we agree to comply with all other requirements of the City, County, State, Federal Government, and any other applicable entity which may pertain to the use of the event venue and the conduct of the event. I/we agree to pay all fees and taxes; and the City shall not be liable for the payment of such taxes. I/we agree to abide by the requirements of the Public Events Permit, and further certify that I/we, on behalf of the Host Organization, am also authorized to commit that organization; and therefore, agree to be financially responsible, in conjunction with the Host Organization, for any costs and fees that maybe incurred by or on behalf of the Event to the City of Fountain. I/we hold the City of Fountain and all its entities harmless against all liability.

Print Name of Host Organization: Fountain UP

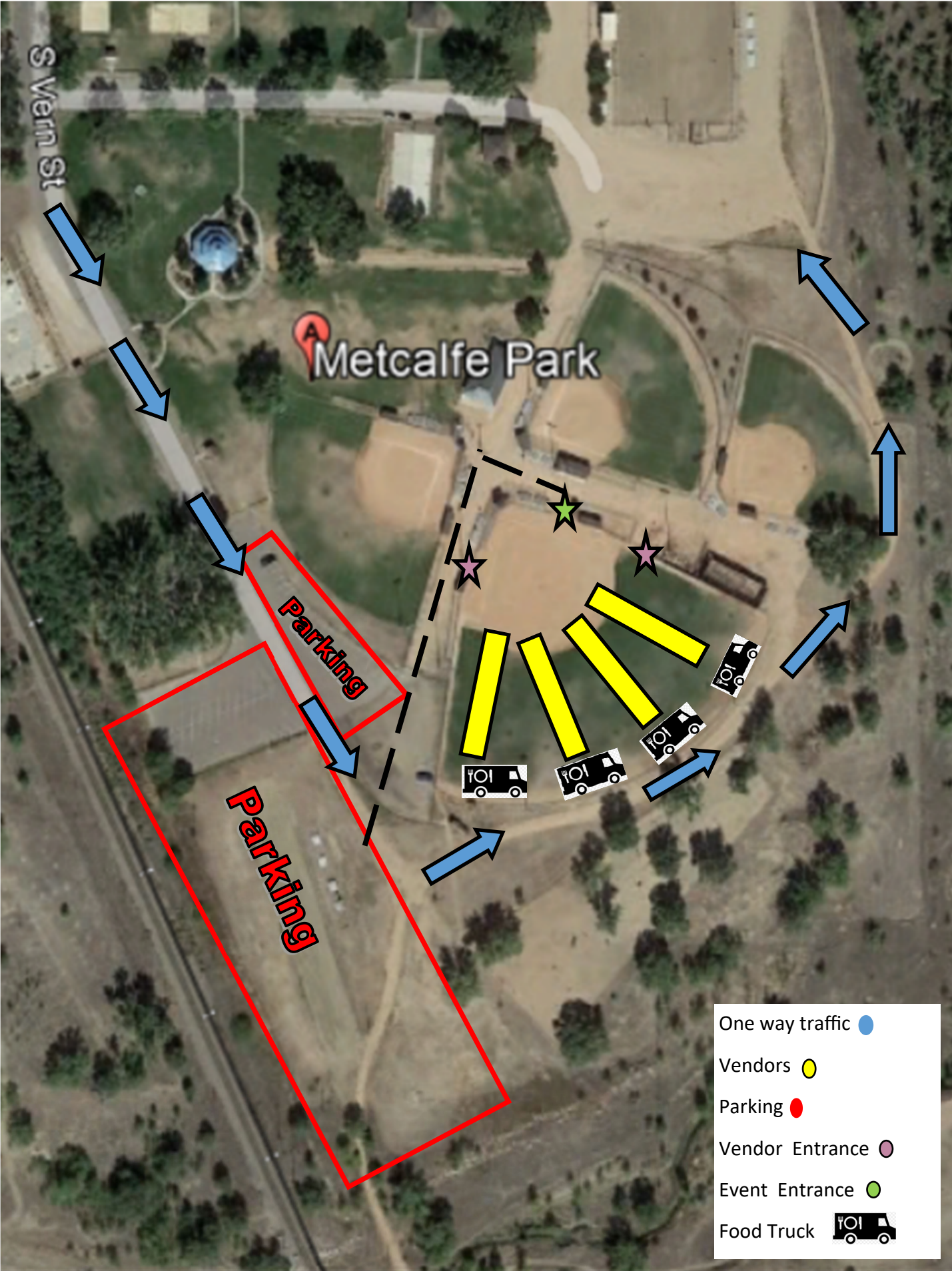
Name of Authorized Representative: Rosa McCormick

Signature: 

Date: 03/20/2024

Review and Approval Process:

1. Complete application for public event and turn it in to the City Clerk’s office at City Hall.
2. City Clerk will review and coordinate with other city departments as needed.
3. Fountain Parks Department will coordinate an Event Review (ER) meeting with appropriate city staff and event organizer.
4. The event organizer will provide a detailed event layout via the aerial maps provided and will return the map to the parks department for review.
5. If the event application needs special permit approval from City Council, the event organizer will be notified by the City Clerk for Council meeting date and time of appearance.
6. Payment for permit will be required at the Event Review Meeting.



- One way traffic ●
- Vendors ●
- Parking ●
- Vendor Entrance ●
- Event Entrance ●
- Food Truck 🚚



Regular City Council Meeting

Consent – 7D
Fountain Sanitation Waterline
Easement

March 26, 2024

Summary Information

Title:

RESOLUTION 24-010, A RESOLUTION AUTHORIZING AND APPROVING THE NON-EXCLUSIVE PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF FOUNTAIN AND THE FOUNTAIN SANITATION DISTRICT FOR A WATERLINE EASEMENT TO SUPPORT THE 30" SW/LINK TRANSMISSION MAIN PROJECT.

Initiator: Taylor Murphy, Water Resources Manager

Presenter: Taylor Murphy

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments: The purpose of this item is to request City Council approval of an easement agreement with Fountain Sanitation District for the third and final Easement needed to facilitate construction of the SW/Link Transmission Main Project, which was awarded for construction under RES 24-007.

Attachments:

FSD Waterline Easement Agreement (7 pages)

Waterline Easement Map (1 page)

Background Information

The SW/Link Transmission Main Project will connect Fountain’s Southwest Water Tank to the existing 36” Pipeline that crosses Fountain Creek and connects to Link Road near Old Pueblo Road. Once finished, this pipeline will boost the flows and provide redundancy to the southern half of the city’s water system.

This Easement, being acquired at no cost to the City,) is the final piece necessary to facilitate construction of the project. The Easement terms were agreed upon with the District in mid-2023 but took time to finalize while FSD was rectifying title work with the railroad abutting this property.

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 approve Resolution 24-010 for acquisition of the Waterline Easement from the Fountain Sanitation District.

Proposed Motion

Motion to approve shall be included under the Consent Agenda.



RESOLUTION 24-010

A RESOLUTION AUTHORIZING AND APPROVING THE NON-EXCLUSIVE PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS BETWEEN THE CITY OF FOUNTAIN AND THE FOUNTAIN SANITATION DISTRICT FOR A WATERLINE EASEMENT TO SUPPORT THE 30” SW/LINK TRANSMISSION MAIN PROJECT.

WHEREAS, The City of Fountain is constructing the SW/Link Transmission Main project to install a 30” water pipeline that will greatly benefit the southern half of the City’s water system; and

WHEREAS, the SW/Link project requires numerous easements across private properties to connect the Southwest storage tank to the rest of the water system; and

WHEREAS, Utilities Department staff has negotiated acceptable terms with the Fountain Sanitation District to acquire the necessary easement at no cost; and

WHEREAS, the City Council of the City of Fountain desires to approve the Easement Agreement and accept the easement from the Fountain Sanitation District for the SW/Link Transmission Main Project.

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 Non-Exclusive Permanent Easement and Temporary Construction Easement Agreement with the Fountain Sanitation District for acquisition of the Easement.
2. That the above authorization extends to all related documents necessary to achieve the identified goals and outcomes.

Done this 26th day of March 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

NON-EXCLUSIVE PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

The FOUNTAIN SANITATION DISTRICT, a Title 32 Special District (the “Grantor”), and the CITY OF FOUNTAIN, Colorado, a Colorado home rule city and municipal corporation (the “Grantee”), hereby agree as follows:

Grantor and Grantee are referred to herein individually as a “Party” and collectively as the “Parties.” Pursuant to the terms set forth in this Non-Exclusive Permanent Easement and Temporary Construction Easement Agreement (“Easement Agreement” or “Agreement”), Grantor, being the owner of the real properties described in the Quitclaim Deed recorded under Reception number 223102740 and identified by El Paso County Assessors Schedule Numbers 5600000016 and 5607000015 (the "Properties") located in the County of El Paso and the State of Colorado, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant to the Grantee the following easements:

- A. A non-exclusive permanent easement for the installation and maintenance of a 30” potable water transmission pipeline and all other related attachments and appurtenant facilities (collectively the “Water Facilities”) over, under and across the real properties as depicted in **Exhibit A** (the "Waterline Easement"), together with rights of ingress and egress across the Properties of the Grantor for the installation, maintenance, repair, and replacement of the Water Facilities within the Waterline Easement; and
- B. During the period of construction of the Water Facilities, the Waterline Easement shall include twenty-five (25) feet on either side of the edge of the permanent easement where such land is owned by the Grantor, thus constituting a temporary construction easement totaling fifty (50) feet in width (the “Construction Easement”).
- C. The Waterline Easement and the Construction Easement are collectively referred to herein as the "Easements.” The Construction Easement shall expire upon completion of construction of the Water Facilities as reasonably determined by mutual agreement between the Parties' representatives.
- D. Except as provided herein, Grantor shall retain the right to make full use of the Properties, except for such use as might endanger or interfere with the rights of Grantee in its construction, operation or maintenance of the Water Facilities and use of the Easements. Grantor reserves use of the Easements, whether longitudinal or otherwise, for installing public improvements including but not limited to pavement, curbs, gutters, sidewalks, paved parking areas and associated curb cuts, paved driveways, fences (except fences which cannot be reasonably removed and erected again such as stone, brick, or other masonry type fences or walls), that do not interfere with Grantee's use of the Easements, low-height landscaping, and sprinkler systems which are capable of being reasonably located by Grantee and Grantor (the "Grantor's Improvements"); provided, however, that the exercise of such rights, in the mutual agreement of the Parties, does not injure or interfere with, now or in the future, any of

the rights provided to Grantee under this Easement Agreement, including, but not limited to, Grantee's rights of maintenance and reasonable access.

- E. Grantor shall notify Grantee in writing of any of Grantor's Improvements that Grantor desires to construct or place on any part of the Easements. Such notice shall include all engineering and construction plans and any other information necessary for Grantee to evaluate the impact of such Grantor Improvements on the Water Facilities and the Easements. Grantor shall work with Grantee to ensure that any such Grantor Improvements do not negatively impact the Water Facilities and or Grantor's use of and rights associated with the Easements. No Grantor Improvements may be erected on any part of the Easements without the mutual written agreement of the Parties. Any Grantor Improvements constructed or placed on, in, above, or under the Easements without the mutual written consent of the Parties as detailed above, may be removed by Grantee without liability for any damages or claims arising therefrom, and Grantor shall reimburse Grantee for all reasonable expenses actually incurred by Grantee to remove such violating Grantor Improvements.
- F. The Grantor shall not undertake to construct or place Grantor Improvements on, in, above, under, or otherwise within the Easements that necessitate the relocation, reconstruction, removal, or abandonment of any of the Water Facilities that are located within the Easements.
- G. The foregoing notwithstanding, in no event shall Grantor:
 - a) construct or place, longitudinally along or otherwise within the Easements, any tree, underground pipeline, cable, wire, conduit, valve, stub, or other utility or appurtenance without the prior written consent of Grantee; or
 - b) change, by excavation or filling, the present grade or ground level of the Easements, by more than one foot without the prior written consent of Grantee; or
 - c) drill or operate any well within the Easements; or
 - d) erect or construct any building or other permanent structure on, in, above, under, or otherwise within the Easements without the prior written consent of the Grantee.

Grantor shall control and, to the extent reasonably necessary, prevent the construction or alteration of landfills, land excavations, water impoundments, and other land uses within the Easements or within the Properties, which would, in Grantee's reasonable discretion, endanger or interfere with the Water Facilities and or Grantee's use of and rights associated with the Easements, including, but not limited to, Grantee's rights of maintenance and reasonable access.

- H. Grantor shall replace, repair, or reimburse Grantee for the reasonable cost of replacement or repair of physical damage to Grantee's Water Facilities if such damage is caused by the construction or placement of Grantor Improvements.
- I. Grantee shall replace, repair, or reimburse Grantor for the reasonable cost of replacement or repair of physical damage to Grantor's Improvements on the Properties, whether or not within the Easements, if such damage is caused by Grantee's construction, reconstruction,

use, operation, maintenance, repair, patrol, replacement, upgrading, or removal of its Water Facilities.

- J. The Grantee shall have the right to trim or remove any vegetation that may interfere with the rights granted to the Grantee in association with these Easements, without being required to replace or reimburse Grantor for said vegetation.
- K. The provisions herein shall inure to the benefit of and bind the heirs, successors and assigns of the respective Parties hereto.
- L. The provisions herein shall be a covenant running with the land.
- M. The Grantor covenants that it has the authority to grant the Easements as set forth herein. Grantee agrees and understands that it commences its use of the Properties –“AS IS” and without any warranties of any kind or nature.
- N. In no event shall Grantee allow any mechanics' or materialmen's liens to attach against the Properties for materials supplied or work performed at the request of, or for the benefit of, Grantee, and Grantee, to the extent expressly permitted by law, shall indemnify and hold Grantor harmless from any cost or expense, incurred by Grantor to release any such mechanic's or materialmen's liens against the Properties.
- O. To the extent expressly permitted by law, the Grantor shall hold Grantee and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, and liabilities of any kind or nature as a result of or in connection with Grantor's, its contractors', agents', or employees' use of the Easements, but only to the extent such damages, loss, cost, expense, and liabilities are due to or arising from Grantor's, its contractors', agents', or employees' negligence or willful misconduct. Nothing in this section shall be deemed to waive or otherwise limit any defenses, rights, or immunities available to the Grantor pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law. In addition, to the extent expressly permitted by law, the Grantee shall hold Grantor and its heirs, successors and/or assigns harmless from and against any and all damages, loss, cost, expense, liabilities of any kind or nature as a result of, or in connection with Grantee's, its contractors', agents', or employees' use of the Easements, but only to the extent such damages, loss, cost, expense, and liabilities are due to or arising from Grantee's, its contractors' agents' or employees' negligence or willful misconduct, but not as to the use by the general public. Nothing in this section shall be deemed to waive or otherwise limit any defenses, rights, or immunities available to the Grantee pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.
- P. The failure of either Party to insist, in any one or more instances, upon a strict performance of any of the obligations, covenants, or agreements herein contained, or the failure of either Party in any one or more instances to exercise any option, privilege, or right herein contained, shall in no way be construed to constitute a waiver, relinquishment or release of such obligations, covenants, or agreements, and no forbearance by either Party of any default hereunder shall in any manner be construed as constituting a waiver of such default.

- Q. This Agreement, together with **Exhibit A**, supersedes all prior negotiations, representations, and agreements, whether oral or in writing, between the Parties with respect to the subject matter herein. Each Party to this Agreement acknowledges that no representation by any party which is not embodied herein, nor any other agreement, statement, or promise not contained in this Agreement, shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by all Parties.
- R. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement. Each Party acknowledges that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. Each Party acknowledges that it has obtained, or has had the opportunity to obtain, the advice of legal counsel of its own choosing in connection with the negotiation and execution of this Agreement and with respect to all matters set forth herein. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.
- S. The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
- T. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of El Paso. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the District of Colorado.
- U. Notwithstanding any other provisions of this Agreement, neither Party intends hereby to create a multiple fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of any obligations of a Party hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Grantor:

**Fountain Sanitation District,
A Colorado special district**

By: _____
Jim Heckman, as General Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____.

WITNESS my hand and official seal.

My Commission expires: _____

(S E A L)

Notary Public

The above Easement Agreement is hereby approved and accepted by the City of Fountain, Colorado.

Grantee:

**CITY OF FOUNTAIN,
a Colorado home rule city**

By: _____
Sharon Thompson, as Mayor

ATTEST

City Clerk

EXHIBIT A

Legal Description

Waterline Easement

Legal description of a strip of land located in a portion of that property as described in Quitclaim Deed as recorded under reception number 223102740 of the records of El Paso County, Colorado and in the , Southwest ¼ of Section 8, the Northwest ¼ of Section 17, and the Northeast ¼ of Section 18, all of Township 16 South, Range 65 West of the 6th P.M., El Paso County, Colorado described as follows:

(Bearings are based on the North line of the Northwest ¼ said Section 17 as bearing N88°51'10" E)

Commencing (POC) at the Northwest Corner of said Section 17, thence N88°51'10"E, 105.58 feet; to the **TRUE POINT OF BEGINNING**

Thence N05°52'59"E, 75.05 feet;

Thence S84°07'01"E, 30.00 feet;

Thence S05°52'59"W, 131.08 feet;

Thence S51°16'20"W, 31.67 feet;

Thence S62°50'29"W, 124.29 feet;

Thence N17°40'50"W, 30.42 feet;

Thence N62°50'29"E, 116.25 feet;

Thence N51°16'20"E, 16.09 feet;

Thence N05°52'59"E, 43.49 feet; to a point on the North line of said Section 17 and the **TRUE POINT OF BEGINNING**.

Area = 8,068.83 square feet, 0.18 acres, more or less.

Randall D. Hency, PLS Colorado 27605
for and on behalf of
Polaris Surveying, Inc.
1903 Lalaray Street, Suite 102
Colorado Springs, Co. 80909
Job No. 210909



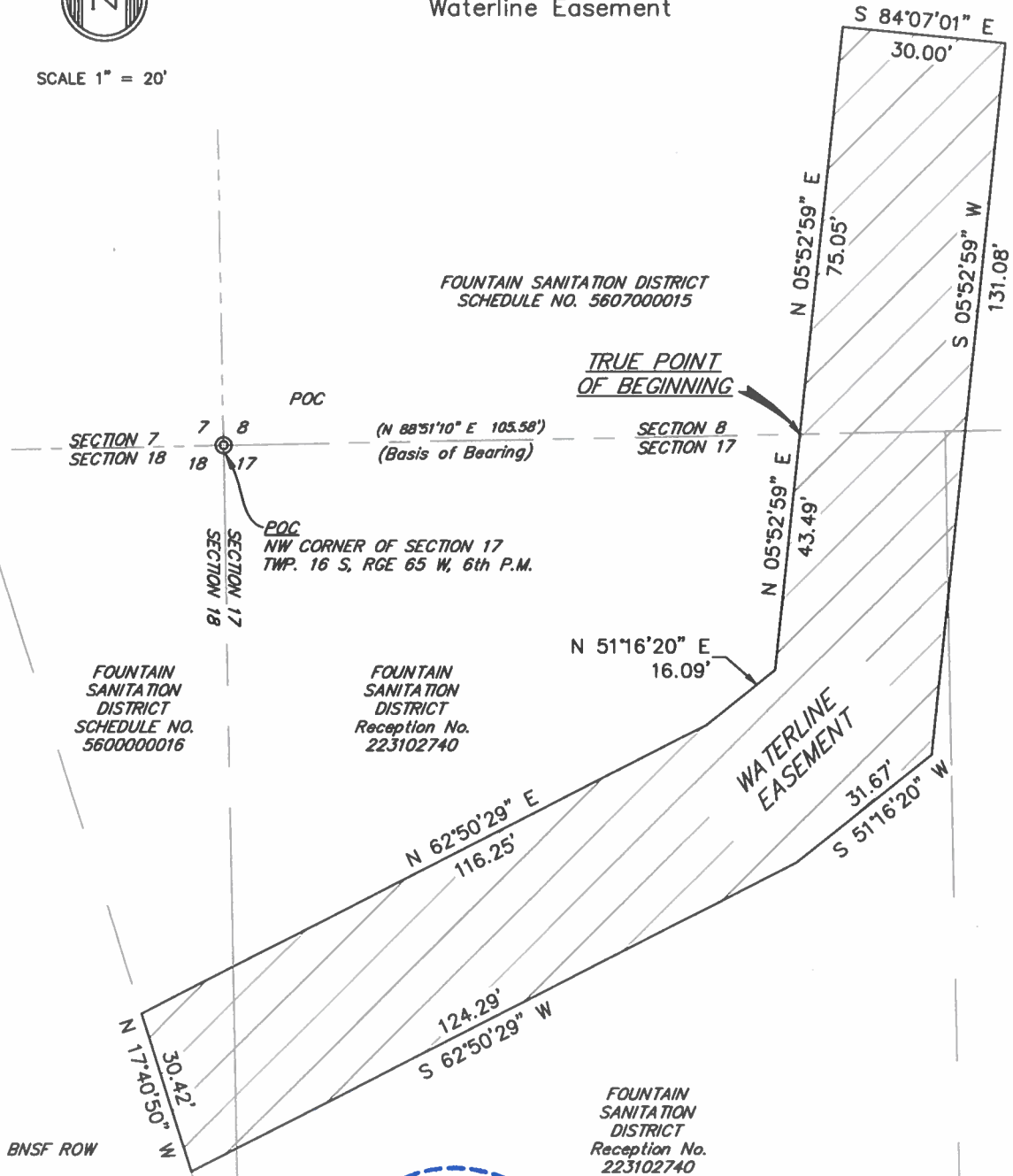
Date 02/22/22



SCALE 1" = 20'

EXHIBIT MAP

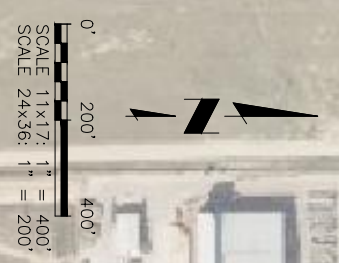
Waterline Easement



Rev February 22, 2024
March 1, 2023
JOB: 21-09-09
JDS Hydro

Waterline Easement Exhibit Map

POLARIS SURVEYING, INC.
1903 Lelaray Street, Suite 102
COLORADO SPRINGS, CO 80909
(719)448-0844 FAX (719)448-9225



Project No.: 152.11
 Date: 12/05/22
 Design: REN
 Drawn: SNW
 Check: DES

PRELIMINARY

REVISIONS				
NO.	DESCRIPTION	BY	APP.	DATE
1				
2				
3				
4				
5				
6				
7				

CITY OF FOUNTAIN
 SW-LINK TRANSMISSION MAIN
 OVERALL SITE PLAN

JDS-HYDRO a Division of **RESPEC**
 5540 TECH CENTER DR., SUITE 100
 COLORADO SPRINGS, COLORADO 80919
 (719) 227-0072

DISCLAIMER: THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO JDS-HYDRO, A DIVISION OF RESPEC. JDS-HYDRO ASSUMES NO LIABILITY FOR UNAUTHORIZED CHANGES AND/OR REVISIONS MADE TO PLANS.



Regular City Council Meeting

New Business –9A

Items removed from Consent Agenda

March 26, 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

Emergency Funding Request-Bandley
Road Bridge

March 26, 2024

Summary Information

Title: RESOLUTION 24-011, A RESOLUTION AUTHORIZING AN EMERGENCY FUNDING REQUEST FOR \$425,000.00 FROM THE CITY BUDGET TO FUND THE CITY'S 25% MATCH PORTION OF A UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) – NATURAL RESOURCES CONSERVATION SERVICE (NRCS) GRANT IN THE AMOUNT OF \$1,890,000.00.

Initiator : Deputy City Manager Todd Evans

Presenter: Transportation Director Robert McDonald

Legal Review: Yes No

Council Action

Council Information

Report to Council

Discussion: As a result of the extreme back-to-back June 2023 rainstorms, the bridge located on Bandley Dr crossing Clover Ditch (north of the Prayer Garden) sustained substantial erosion on both sides of the bridge structure. City Engineering initiated an inspection to determine exact damages. Damage was identified in several areas to include approximately 6 feet of erosion at the downstream side of the bridge structure. Severe erosion to the banks of the stream at the downstream side of the bridge.

Transportation Director Robert McDonald worked with the NRCS on a grant program earmarked for this type of damage. Following an initial application process, several coordination conversations and two on-site audits the NRCS notified Mr. McDonald that we had been awarded a grant in the amount of \$1,890,000.00. As a requirement to receive the grant, the city is required to provide a 25% match in the amount of \$425,000.00.

It should be noted the Fountain Sanitation District also sustained damage to this infrastructure and will be participating in the repair project.

Attachments:

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 AN EMERGENCY FUNDING REQUEST FOR \$425,000 FROM CITY BUDGET RESERVES TO FUND THE CITY'S 25% MATCH PORTION OF A UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) – NATURAL RESOURCES CONSERVATION SERVICE (NRCS) GRANT IN THE AMOUNT OF \$1,890,000.00.



RESOLUTION 24-011

A RESOLUTION AUTHORIZING AN EMERGENCY FUNDING REQUEST FOR \$425,000.00 FROM THE CITY BUDGET TO FUND THE CITY’S 25% MATCH PORTION OF A UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) – NATURAL RESOURCES CONSERVATION SERVICE (NRCS) GRANT IN THE AMOUNT OF \$1,890,000.00.

WHEREAS, During two severe rain events which occurred during June of 2023, the bridge located on Bandlely Dr crossing Clover Ditch (north of the Prayer Garden) sustained substantial erosion on both sides of the bridge structure. City Engineering initiated an inspection to determine exact damages. Damage was identified in several areas to include approximately 6 feet of erosion at the downstream side of the bridge structure. Severe erosion to the banks of the stream at the downstream side of the bridge.

WHEREAS, Transportation Director Robert McDonald worked with the NRCS on a grant program earmarked for this type of damage. Following an initial application process, several coordination conversations and two on-site audits the NRCS notified Mr. McDonald that we had been awarded a grant in the amount of \$1,890,000.00 dedicated for repairs to and around the structure.

WHEREAS, a requirement to receive the grant, the city is required to provide a 25% match in the amount of \$425,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council:

Section 1. This grant is necessary to facilitate recovery measures, that, if left undone, could pose a risk to life and/or property.

Section 2. The Individual Project Notice of Grant and Statement of Work outlines the services to be provided as well as the amount of services to be executed not to exceed \$1,890,000.00

Section 3. Mayor is authorized to sign and execute the agreement.

This Resolution shall be in full force and effect upon approval by the City Council.

Done this 26th day of March, 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk



Regular City Council Meeting

New Business-9C

March 26, 2024

Summary Information

Title: RESOLUTION 24-012, A RESOLUTION AUTHORIZING UTILIZATION OF \$375,000.00 FROM THE JIMMY CAMP CREEK DRAINAGE ACCOUNT TO FUND THE CITY'S 25% MATCH PORTION OF A UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) – NATURAL RESOURCES CONSERVATION SERVICE (NRCS) GRANT IN THE AMOUNT OF \$1,690,000.00 FOR REPAIRS TO THE OLD PUEBLO ROAD BRIDGE.

Initiator : Deputy City Manager Todd Evans

Presenter: Transportation Director Robert McDonald

Legal Review: Yes No

Council Action

Council Information

Report to Council

Discussion: As a result of the extreme back-to-back June 2023 rainstorms, the bridge located on Old Pueblo Road crossing Jimmy Camp Creek sustained substantial erosion on both sides of the bridge structure. City Engineering initiated an inspection to determine exact damage. Damage was identified in several areas to include approximately 6 feet of erosion at the structural piers of the bridge and severe erosion upstream and downstream of bridge along the banks of the bridge structure.

Transportation Director Robert McDonald worked with the NRCS on a grant program earmarked for this type of damage. Following an initial application process, several coordination conversations and two on-site audits the NRCS notified Mr. McDonald that we had been awarded a grant in the amount of \$1,690,000.00

As a requirement to receive the grant, the city is required to provide a 25% match in the amount of \$375,000.00.

Attachments:

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 of Resolution 24-012.

Proposed Motion

Motion to approve Resolution 24-012.



RESOLUTION 24-012

A RESOLUTION AUTHORIZING UTILIZATION OF \$375,000.00 FROM THE JIMMY CAMP CREEK DRAINAGE ACCOUNT TO FUND THE CITY'S 25% MATCH PORTION OF A UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) – NATURAL RESOURCES CONSERVATION SERVICE (NRCS) GRANT IN THE AMOUNT OF \$1,690,000.00 FOR REPAIRS TO THE OLD PUEBLO ROAD BRIDGE.

WHEREAS, During two severe rain events which occurred during June of 2023, the bridge located on Old Pueblo Road crossing Jimmy Camp Creek sustained substantial erosion on both sides of the bridge structure. City Engineering initiated an inspection to determine exact damages. Damage was identified in several areas to include approximately 6 feet of erosion at the structural piers of the bridge and severe erosion upstream and downstream of bridge along the banks of the bridge structure.

WHEREAS, Transportation Director Robert McDonald worked with the NRCS on a grant program earmarked for this type of damage. Following an initial application process, several coordination conversations and two on-site audits the NRCS notified Mr. McDonald that we had been awarded a grant in the amount of \$1,690,000.00 dedicated for repairs to and around the structure.

WHEREAS, a requirement to receive the grant, the city is required to provide a 25% match in the amount of \$375,000.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council:

Section 1. This grant is necessary to facilitate recovery measures, that, if left undone, could pose a risk to life and/or property.

Section 2. The Individual Project Notice of Grant and Statement of Work outlines the services to be provided as well as the amount of services to be executed not to exceed \$1,690,000.00

Section 3. Mayor is authorized to sign and execute the agreement.

This Resolution shall be in full force and effect upon approval by the City Council.

Done this 26th day of March, 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk



Regular City Council Meeting

New Business-9D

PPRTA Request

March 26, 2024

Summary Information

Title:

RESOLUTION 24-013, A RESOLUTION REQUESTING INCLUSION INTO 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:

The purpose of this action item is for City Council to consider the preliminary step of seeking permission for the City of Fountain to join the PPRTA.

Background Information

This resolution would be the first of many steps along the process towards joining PPRTA. Following approval of the resolution, PPRTA and its member governments would consider their position on Fountain's inclusion. If approved, the City could then move forward and make a decision about whether or not to place a ballot measure in the November election.

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 24-013."



RESOLUTION 24-013

A RESOLUTION REQUESTING INCLUSION INTO THE PIKES PEAK RURAL TRANSPORTATION AUTHORITY

WHEREAS, the City of Fountain (the “City”) is seeking preliminary approval from the current members of the Pikes Peak Rural Transportation Authority (the “PPRTA”), a regional transportation authority organized pursuant to C.R.S. § 43-4-601, *et seq.*, for the City of Fountain’s inclusion into PPRTA;

WHEREAS, the PPRTA is governed by the Fifth Amended and Restated Intergovernmental Agreement Among El Paso County, Colorado, the City of Colorado Springs, the City of Manitou Springs, the Town of Green Mountain Falls, the Town of Ramah, and the Town of Calhan For Creation of the Pikes Peak Rural Transportation Authority (the “Establishing IGA”);

WHEREAS, the Establishing IGA and C.R.S. §§ 43-4-603(1)(h) and 43-4-605(2) control how new territory and members may be added to the PPRTA;

WHEREAS, before the City can be added to the PPRTA, voters within the City will need to approve the City becoming a member of the PPRTA, including the territory within the City limits within the boundaries of PPRTA, and imposing the PPRTA sales and use tax within the City;

WHEREAS, if approved by the PPRTA members, the City may place a ballot question on the ballot at the Colorado Coordinated Election on November 5, 2024;

WHEREAS, also before the City can be added to the PPRTA, the Establishing IGA may need to be amended to include the City as a party; and

WHEREAS, the City desires to take this preliminary step of requesting being added as a party to the Establishing IGA and having its territory included into the PPRTA boundaries.

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

Section 1. In accordance with Sections 12.1 and 12.2 of the Establishing IGA, the City hereby states that it is a municipality as defined by C.R.S. § 31-1-101(6) and formally requests to be added as a new member of the PPRTA, a party to the Establishing IGA, and to have the territory within the City limits included into the boundaries of the PPRTA.

Section 2. In accordance with C.R.S. § 43-4-605(2)(a) the City Council hereby consents to the inclusion of the territory within the City limits being included into the boundaries of the PPRTA.

Section 3. If determined necessary by the Board of Directors of the PPRTA or one of the current parties to the Establishing IGA, the City hereby requests an amendment to the

Establishing IGA to effectuate its addition as a party to the Establishing IGA and member of the PPRTA.

Section 4. The City Council further requests confirmation from the Board of Directors of the PPRTA that it intends to cooperate in the addition of the City as a new member of the PPRTA, a party to the Establishing IGA, and to have the territory within the City limits included into the boundaries of the PPRTA, subject to City voter approval and provided that all legal requirements therefore are met and provided the necessary unanimous consent from all of the present members of the PPRTA is obtained as required by Section 12.3 of the Establishing IGA.

Section 5. The Mayor and City staff are hereby authorized to take such additional steps as may be necessary to pursue addition of the City as a new member of the PPRTA, a party to the Establishing IGA, and to have the territory within the City limits included into the boundaries of the PPRTA.

Done this 26th day of March, 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

**Economic Development Commission
February 12, 2024**

General Meeting Minutes

Vice Chair Osinski called a regular monthly meeting of the Economic Development Commission to order at 5:33 pm. Commissioners present included Phyllis Baez, Mercedes Davis, and Terrence Diaz. Staff in attendance included Economic Development Director (EDD) Kimberly Bailey and Economic Development Specialist (EDS) Nate Shull. Guests in attendance included Ms. Alyssa Davis.

APPROVAL OF MINUTES

Vice Chair Osinski presented for approval the November 13, 2023, meeting minutes. Baez motioned for approval, seconded by Diaz, and passed unanimously by the board.

OLD ITEMS

EDC Reappointments and Board Candidates

EDD Bailey emphasized to the Commissioners of the recruitment process underway for new board members to fill three vacant seats on the EDC per the Commission's bylaws effective new year of March 1st. As shared with the board, staff has received four applications; to which three demonstrate strong qualifications and interests to serve, with the final one an incomplete submittal.

Alyssa Davis was present as a guest and introduced herself as a student of Economics at UCCS and is interested in working in an economic-focused government role upon graduating. She has lived in Colorado Springs since 2009 and in Fountain over the past two years. She is happy to contribute her mathematic skills and knowledge of macro and micro economics to the EDC and business economic awareness.

Bailey next mentioned candidate Louis DeSantis, detailing some of his background qualifications including residency (in Fountain), current business, and his various affiliated associations. Upon concluding, she asked the Commissioners to share their input on the current slate of applications under review. Osinski supported the recommended candidates, specifically commending candidate Davis for being present and showing an active interest, particularly as a member of the younger generation.

In addition, it was relayed that the reserved (*now vacant*) Chamber organization seat is being retained for a designee appointment by the to-be reorg Chamber board; we anticipate learning of the organization successor in the Spring timeframe. Mr. James Flowers, former Chamber president, is ineligible to retain his EDC appointment but has an opportunity to submit a new independent business board application for one of the vacant seats on the EDC.

Bailey commented that Diaz has completed his first-year term with the EDC and has expressed a reappointment interest to continue to serve the EDC 2YR term. Staff continues to accept applications for review till February 20th.

EDS Shull clarified next steps, stating that qualified candidates as supported by the EDC will be presented to City Council for formal appointment(s) to serve, and to be sworn in during the March 11, 2024 EDC meeting.

Wayfinding Signage System Plan Updates / Strategic Objective D15

EDS Shull provided a brief recap of the efforts undertaken throughout the past several months per direction of Strategic Objective D15, including the issuance of an RFP, bid review, and interview process for selection of a professional services consultant to help prepare the Wayfinding Signage System Plan. He credited the Steering Committee, including Commissioner Diaz, for their assistance in this process to date. Shull revealed that Michael Baker International (MBI) had been selected amongst the other candidates as the final consultant of choice and would be presented for City Council recommendation to approve a contract for services award with the City.

EDD Bailey asked if Commissioner Diaz had anything to say regarding the selected consultant. Diaz noted his appreciation of MBI's familiarity with our community and their overall approach to the project. Davis added her affinity towards MBI's bid profile in the use of creative and colorful signage designs which appear to be very eye-catching. Shull responded to several other questions by Osinski pertaining to the focus of the signage program and ultimate signage locations.

Blast Urban Greenway Presentation Findings Report / EPA Brownfield Closeout

EDD Bailey shared an overview of prior efforts to define a reuse strategy for several parcels (5.14 acres) known as the Blast Site under the 2020 EPA Brownfields Coalition Grant. She emphasized the significance of these parcels as an historic designation for the district, to include The Blast, The Livery Stable, and The Aga Park. Bailey noted the key objectives listed in the Plan, including Safe Routes to School youth-connectivity, 1-mile bicycle loop tied to Front Range Trail network, and Heritage Trails to spur Tourism Economic Vitality for Small Businesses. She illuminated the name change from *Blast Park* to *Blast Urban Greenway* for marketing consistency and the potential to expand future grant applications eligibility for the City. She concluded by addressing the nine recommendation action steps per Stantec Master Plan.

NEW ITEMS

2024 Business Visitations

EDS Shull explained that staff has begun to reengage with its business members through one-on-one consultations as part of the department's business retention and expansion work for improved economic resiliency. He highlighted the two consultations conducted to date, noting that by late Spring/early Summer, staff would have a summary report prepared based upon all the notations from the cumulative consultations explaining common themes, business needs, pain points, etc.

Osinski asked whether there was a possibility to hold a tour of one (or more) of the businesses for the Commissioners. Shull stated that this might be possible but suggested this be requested as a follow up to the initial business consultation.

UPDATES

A250 – C150 Commemorative Anniversary Community Outreach

EDS Shull introduced the statewide initiative to commemorate the 250th and 150th anniversaries of the United States and Colorado, respectively, as authorized under state legislation SB22-011. He explained the purpose of the initiative, which is to pause, reflect upon, and honor Colorado's shared history as we imagine our future together through

community event, educational opportunities, and statewide celebrations. Shull tied this initiative back to the mission of EDC, stating that events and programming are part of diversifying the economic base of Fountain and helping build a stronger local economy. He noted that Katie Roach, Program Director with History Colorado, will be November's EDC guest speaker and she plans to engage the Commissioners further through a workshop-style session to elicit ideas for relevant events and programs that Fountain could host during this dual anniversary celebration.

DCI Colorado Challenge Accelerator Program Update

EDS Shull provided a brief recap on the DCI Colorado Challenge Accelerator Program. He explained the purpose of the Program, which is to provide the City with grant funded technical assistance to identify underperforming opportunity sites and/or brownfields in the Downtown area for future investment and redevelopment. He noted the final deliverable would be a Challenge Action Plan which identifies fiscal, regulatory, and communicative resources for redeveloping a select property (or properties) that will be used for building community capacity and soliciting prospective future development.

EDD Bailey elaborated on the process for selecting the opportunity site(s), noting that seven sites have been identified which meet the DCI program's eligibility criteria. In working relations with our Champion (Nunn Construction) and a Stakeholder group (13 community members), this list is being filtered down to a primary and secondary site selection assessment of recommendation with DCI. Bailey clarified that DCI program is evergreen and that today's site(s) will be replicated in a redevelopment model under the program's final deliverables to provide a boilerplate template to use for any future commercial redevelopment and/or alternative underperforming opportunity sites. Staff will continue to share updates on progress with the Commission as the DCI Program attains deliverables in the coming months leading up to the DCI In the Game Conference in April.

Fountain Valley Chamber of Commerce

EDD Bailey provided a brief update on the FVCC, clarifying that it has recently undergone a reorganization and would soon be appointing new board members in 2024. As such, Commissioner Flowers will be stepping down in his liaison role with the EDC and will be replaced by another individual from the newly appointed Chamber board (TBD).

Economic Monthly Dashboard Reports

EDS Shull referenced the two Economic Dashboard reports for January, as furnished by the data providers UCCS College of Business and El Paso County's Data Driven Economic Strategies. He requested any feedback on these reports by the Commissioners. Osinski mentioned his conversation with Jonathan Liebert from the Better Business Bureau, expressing a positive outlook on this quarter's economy in the region. EDD Bailey mentioned that Dr. Craighead's reports have been modeled slightly differently from his predecessor, incorporating new metrics (e.g. payroll, lending capacity, etc.) to provide a broad economic outlook view for the region.

COMMISSIONER COMMENTARY TIME

EDD Bailey noted that with the upcoming new year new board member appointees, there is an opportunity to reexamine the Commissioner commentary time topic areas to better reflect desired points of discussion of today's board vs prior board members on business variables of our city.

Olde Town

- N/A at this time

Small Business Advocacy

- Davis mentioned several new and/or relocated businesses, including the Book Archive (relocating to the Dale Street Shopping Center), Tea Time Boutique, and the Rooted Rose (both also located in the Dale Street Shopping Center).

Business Development/Policy

- Osinski inquired about which businesses are/have been confirmed to occupy the pad sites within the new King Soopers location off Mesa Ridge Parkway. Bailey noted that none of these pad sites are able to be disclosed at this time; however, retail recruitment is still open to interested parties. She mentioned prospective tenants may contact Evergreen Development Partners to inquire further.

Real Estate Market

- Osinski mentioned that one or two reductions in the interest rate are expected over the next two to four months to help alleviate the “buyers’ burden” on home occupancy. He also mentioned that construction costs have been reduced slightly over this past quarter.
- Bailey mentioned the progress on Woodman Hall (102 N. Main St) with the new storefront being constructed over the next couple of weeks. She indicated that upon completion, there would be several broker open houses held to attract new small business tenancy interest; more information to come.

Military

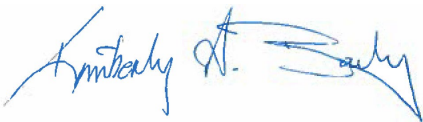
- N/A at this time

ANNOUNCEMENTS

- 2023 EDC/FURA Annual Report (Mar 2024)
- EDC Chair and Vice Chair Appointments (March 2024)
- PPACG Freight Study (Feb 2024) – EDD Bailey noted the recent publication of the Freight Study which had been rolled into the Statewide Freight Study and ultimately reviewed by the Federal Highway Administration. She expressed the significance of completing this Study for advancing commerce in our region and addressing new freight corridors including the highly anticipated [Southern Colorado Rail Park](#); a link to the new [Study](#).
- Business Education Speaker Series Presentation (March 2024)
 - Brandon Eldridge, Executive Director, Pikes Peak Small Business Development Center

Osinski put in a courtesy announcement for the [Colorado Springs Wine Festival](#) as to its business value and to help benefit the Colorado Springs Conservatory.

Vice Chair Osinski asked if there was further business. No further topics were brought forth by subsequent board members; therefore, Baez motioned to adjourn, seconded by Davis, passed unanimously at 6:40 pm.



Kimberly Bailey

03/11/24

Date