

RESOLUTION NO. _____-14

A RESOLUTION ADOPTING FINAL FORM OF INTERGOVERNMENTAL
AGREEMENT FOR THE CREATION OF THE PIKES PEAK REGIONAL
DRAINAGE AUTHORITY

WHEREAS, the City Council finds that it is in the City's interest to participate in regional solutions for the funding, planning, construction, operation, and maintenance of drainage and stormwater control systems;

WHEREAS, the El Paso County and various municipalities within the county have created a an intergovernmental agreement ("IGA") for purposes of accomplishing regional stormwater objectives through the collection of fees based upon impervious surfaces;

WHEREAS, at the City Council's regular meeting on August 12, 2014, it adopted IGA language, subject only to typographical corrections;

WHEREAS, the IGA as adopted included only three (3) of the four (4) exhibits referred to therein and did not include the Project List exhibit;

WHEREAS, the IGA attached hereto as Exhibit "A" and made a part here of is the final, corrected form, with all exhibits; and

WHEREAS, the jurisdictions participating in the IGA are currently reviewing the Project List exhibit and the final version of the Project List may include additional projects suggested by the individual jurisdictions, and eighteen (18) additional projects are included in the Project List exhibit by Colorado Springs as noted in such exhibit.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The City Council now adopts this resolution approving the final form of the IGA attached hereto as Exhibit "A," subject to the addition of specific projects for the participating jurisdictions in the Project List exhibit attached to the IGA.

Section 2. After the completion of the Project List exhibit, the City Council authorizes its President to execute such IGA and the City Clerk to attest thereto with the substitution of the final Project List exhibit to include the eighteen (18) additional Colorado Springs projects.

DATED at Colorado Springs, Colorado, this _____ day of August 2014.

Keith King, Council President

ATTEST:

Sarah B. Johnson, City Clerk

EXHIBIT "A"

(Final form of IGA)

INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION OF THE
PIKES PEAK REGIONAL DRAINAGE AUTHORITY

Fully executed on August _____, 2014

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Intergovernmental Agreement for the Creation of the Pikes Peak Regional Drainage Authority

This Intergovernmental Agreement for the Creation of the Pikes Peak Regional Drainage Authority (the “Agreement”) is made as of the _____ day of _____ 2014, but effective as herein provided.

WHEREAS, El Paso County, Colorado (“County”), is a duly-organized county and political subdivision of the State of Colorado; and

WHEREAS, the City of Colorado Springs, Colorado (“Colorado Springs”), is a home-rule city and municipal corporation organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City of Manitou Springs, Colorado (“Manitou”), is a home-rule city and municipal corporation organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the City of Fountain, Colorado (“Fountain”), is a home-rule city and municipal corporation organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, the Town of Green Mountain Falls, Colorado (“Green Mountain Falls”), is a municipal corporation organized and existing under C.R.S. § 31-1-101, *et seq.*; and

WHEREAS, County, Colorado Springs, Manitou, Fountain, and Green Mountain Falls may be referred to collectively in this Agreement as “Parties” or individually as a “Party”; and

WHEREAS, the Parties have individual responsibilities under the Federal Clean Water Act (33 U.S.C. 1342(p)) with respect to the management of stormwater quality and, in some instances, compliance with requirements of National Pollutant Discharge Elimination System Permits for stormwater control (hereinafter “MS4 Permits”) that the Parties may hold as Permittees; and

WHEREAS, the Parties desire to improve regional coordination and funding for planning, constructing, and operating and maintaining, regional drainage and stormwater control systems within their respective jurisdictions, which will also result in improvements to storm waterways and creeks as amenities for trails and greenway corridors for recreation, wildlife and native vegetation, and the Parties further desire to engage in these activities in a

cooperative and comprehensive manner; and

WHEREAS, the Parties have mutually determined that the creation of a regional drainage authority, pursuant to C.R.S. § 29-1-204.2, would be the most effective method of accomplishing the desires of the Parties as reflected in this Agreement.

NOW, THEREFORE, the Parties, based on the mutual promises and considerations below, agree as follows:

Section 1: Creation and Name of Authority and Enterprise.

A. Name of the Authority. The name of the Authority shall be the Pikes Peak Regional Drainage Authority (hereinafter “Authority” or “PPRDA”).

B. Authority to Enter Agreement and Establish Enterprise. The Parties hereby enter into this Agreement to establish a separate governmental entity for the purpose of planning, developing, and constructing drainage facilities pursuant to C.R.S. § 29-1-204.2. At its first meeting, the PPRDA shall establish the Pikes Peak Regional Drainage Authority Water Activity Enterprise (the “PPRDA Enterprise”) pursuant to C.R.S. § 37-45.1-101, *et seq.* The Board of Directors for the PPRDA Enterprise shall have the same representational, quorum and voting requirements as for the PPRDA Board. The PPRDA Enterprise will manage the PPRDA’s financial and operational activities and will be governed by the same Board of Directors and in the same manner as the PPRDA. Any reference herein to the PPRDA shall also apply to the PPRDA Enterprise unless expressly stated to the contrary.

C. Purpose of the PPRDA and PPRDA Enterprise. The purpose of the PPRDA and the PPRDA Enterprise is to facilitate the efficient and effective planning and development of drainage and flood control facilities, including drainage and flood control capital improvements, operation and maintenance, planning, and flood related emergency needs within the geographic areas described below in Section 5(A), in whole or in part, for the benefit of the Parties or others; provided, however, that the decision to undertake construction within the jurisdiction of any Party shall remain subject to the approval of such Party.

D. Political Subdivision. The PPRDA shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, except as restricted by this Agreement.

Section 2: Definitions.

For purposes of this Agreement, the following definitions shall apply:

- A. “Administrative Expenses”** means expenses incurred by the PPRDA Enterprise directly related to the day-to-day operations of the PPRDA Enterprise, including but not limited to, office administration and overhead. Administrative Expenses shall not include costs which are directly tied to the acquisition of lands and rights of way, engineering, design, or construction of Capital Improvements, the Operation and Maintenance of infrastructure, long or short term drainage or flood control, planning, or responses to flood related emergencies.
- B. “Drainage and Flood Control Capital Improvements” or “Capital Improvements”** means newly constructed drainage and flood control facilities and the restoration, reconstruction improvement, or modification of existing drainage and flood control facilities and costs associated thereto. Such costs may include expenses associated with site acquisition and development for drainage and flood control activities.
- C. “Drainage and Flood Control Operation and Maintenance” or “Operation and Maintenance”** means operation and maintenance of drainage and flood control facilities, and costs associated thereto, including but not limited to the cost of (i) the ongoing maintenance of individual drainage and flood control facilities; (ii) addressing any property owner challenges to Impervious Surface and Impervious Surface Density calculations; and (iii) the funding of compliance with MS4 Permits transferred to the PPRDA Enterprise.
- D. “Flood Related Emergency Needs”** means needs related to an event involving flooding as determined by supermajority vote of the PPRDA Enterprise Board of Directors and paid for out of the special fund created for Planning and Flood Related Emergency Needs.
- E. “Fountain Creek Watershed”** means the 927 square mile watershed that drains south into the Arkansas River at Pueblo, bordered by the Palmer Divide to the north, Pikes Peak and the Rampart Range to the west, and a minor divide 20 miles east of Colorado Springs. A pictorial description is attached and incorporated by reference in *Exhibit 1* to this Agreement.
- F. “Gross Revenue”** means all funds received by the PPRDA Enterprise, including interest income, less billing and collection costs.
- G. “Impervious Surface”** means a man-made surface area that is compacted or covered with material that is resistant to infiltration by water, including but not limited to most conventionally surfaced driveways, roofs, walkways, patios, parking lots, and any other oiled, compacted, or other man-made surface which impedes the natural infiltration of surface water.
- H. “Impervious Surface Density”** means the ratio of Impervious Surface to total

surface for a given property.

- I. **“Master Plan”** means the plan, based on relevant scientific studies, developed by the PPRDA Enterprise to provide necessary information to facilitate efficient and effective use of existing drainage and flood control facilities, the development, Operation and Maintenance of existing and future drainage and flood control facilities, determining the amount of Impervious Surface and Impervious Surface Density located upon properties and making adjustments thereto, the development of appropriate rates, and the identification and prioritization of Capital Improvement needs.
- J. **“Net Revenue”** means all funds received by the PPRDA Enterprise, including interest income, less Administrative Expenses and the revenues received from a Party as a result of special fees assessed upon that Party, as provided in Section 7(A) of this Agreement. Revenues received from a Party as a result of such special fees assessed upon a Party shall be returned to that Party for any stormwater or drainage use determined by that Party.
- K. **“Planning”** means activities involving planning for drainage and flood control, including but not limited to developing the Master Plan, updating the Master Plan, performing sub-basin studies, developing the credit program described in Section 4(G), and developing regional drainage and flood control plans. Planning activities shall be paid out of the special fund created for Planning and Flood Related Emergency Needs.
- L. **“Project List”** means the initial list of drainage and flood control projects categorized by priority. The Project List is attached hereto as *Exhibit 2*.
- M. **“Regional Project”** means a project identified by the PPRDA Enterprise Board as regional in nature and which has drainage or flood control benefits that accrue to, and fee revenue dedicated to the completion thereof, by two or more Parties.
- N. **“Total Revenue”** means all funds received by the PPRDA Enterprise, including interest income.

Section 3: Establishment and Organization of the Governing Body of the PPRDA and the PPRDA Enterprise.

- A. **Board of Directors.** There is hereby established a Board of Directors of the PPRDA and the PPRDA Enterprise (the "PPRDA Board"), in which all legislative and management power of the PPRDA and the PPRDA Enterprise shall be vested.
- B. **Number and Appointment of Directors.** The PPRDA Board shall consist of eleven (11) Directors, all of which shall be elected officials from the Parties' respective jurisdictions. The PPRDA Board shall consist of two (2) Directors

appointed by the Board of County Commissioners of El Paso County (hereinafter "BoCC"); five (5) Directors jointly appointed by the Colorado Springs Mayor and City Council; one (1) Director who shall be the Mayor of Colorado Springs; one (1) Director appointed by Fountain; one (1) Director appointed by Manitou; and one (1) Director appointed by Green Mountain Falls. Any Director may appoint an elected official from his or her governmental entity to serve as an alternate Director.

The PPRDA Board shall continue to consist of the number of Directors appointed by each of the Parties as described herein unless a new Party is added, in which case the provisions of Section 8(F) shall govern modification of Board representation.

In the event a Party withdraws from this Agreement, the PPRDA Board shall be reduced to exclude representation of the withdrawing Party. The reduction shall take place automatically upon withdrawal and shall not constitute an amendment of this Agreement.

In the event a Party is added to this Agreement, the PPRDA Board shall be increased to provide representation of the included Party, based upon Impervious Surface added by the inclusion of the new Party's jurisdiction. Inclusion of Parties is governed by Section 8, below.

- C. Term(s) of Directors.** Directors shall not be subject to term limits, but under no circumstances shall an individual who is not an elected official serve as a voting Director.
- D. Voting.** Each Director shall be allowed one (1) vote. In the event an appointed Director designates someone who is not an elected official to attend on their behalf, such designee may participate only as an *ex officio* non-voting Director. *Ex officio* Directors shall not be entitled to vote.

When required for purposes of this Agreement, a supermajority vote shall require both a simple majority of a quorum of the PPRDA Board and at least four (4) votes of Directors appointed by the City of Colorado Springs, at least one (1) vote from a Director appointed by the BoCC, and at least one (1) vote from a Director appointed by another of the Parties. The requirement for representatives from Colorado Springs, BoCC, and one other Party to constitute a supermajority shall remain in place unless Colorado Springs or the BoCC withdraws from the PPRDA, in which case a supermajority shall require a two-thirds (2/3) vote of the PPRDA Directors, subject to the requirements of this paragraph, with the withdrawing Party removed from the supermajority requirement.

A supermajority vote shall be required for the following actions:

1. *Budgets.* Actions involving the adoption or amendment of the PPRDA Enterprise's annual budget, including the fee rate structure;

2. *Revenue Allocation Adjustments.* Actions to prospectively adjust the percentage of Net Revenue allocated to and distributed for Drainage and Flood Control Capital Improvements, Drainage and Flood Control Operation and Maintenance and Flood Related Emergency events, as provided in this Agreement;
3. *Flood Related Emergency Needs.* The identification of Flood Related Emergency Needs referenced in Section 6(C)(5);
4. *Establishing and Adjusting Project List.* Actions to establish or adjust the prioritization of Drainage and Flood Control Capital Improvement projects based on recommendations from members of each Party to the Agreement and consistent with the Project List and Section 6 of this Agreement and as referenced in Section 4(B);
5. *Rules and Rule Changes.* Promulgation of or changes to the PPRDA Board Rules, Regulations, and/or Bylaws;
6. *Accepting MS4 Permit Administration.* The acceptance of responsibility by the PPRDA Board for holding or administering an MS4 Permit;
7. *Fund Allocation after Sunset.* Changes to allocations of funds after the sunset or reduction of fees;
8. *Additional Parties.* Approval of an additional party as described in Section 8(F); and
9. *Hiring Manager or Executive Director.* Hiring of any manager or executive director of the PPRDA or PPRDA Enterprise under Section 4(J) or 4(K) of this Agreement.

E. Compensation. All PPRDA Board Directors shall serve without compensation.

F. Removal of Director. Except in the case of the Mayor of Colorado Springs, any Director may be removed from the PPRDA Board by the governing body appointing such Director to the PPRDA Board. Any Director may voluntarily resign from the PPRDA Board.

G. Vacancies. Any vacancies on the PPRDA Board, with the exception of the Director who is Mayor of the City of Colorado Springs, shall be filled by the appointing body.

H. Conflict of Interest. Directors shall disqualify themselves from voting on any

issue with respect to which the director has a conflict of interest, as determined by the Colorado Constitution or Colorado statutes.

I. Officers of the PPRDA and PPRDA Enterprise. The PPRDA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:

1. *Chairperson.* A Director who shall preside over all meetings of the PPRDA Board, may sign all contracts and agreements of the PPRDA Enterprise, and in general shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Bylaws of the PPRDA, PPRDA Enterprise, or by the PPRDA Board. No Director may serve more than two consecutive one-year terms as Chairperson.
2. *Vice Chairperson.* A Director who shall serve as Chairperson, in his or her absence or if the Chairperson is unable to act. The Vice Chairperson shall have such other duties as may be defined by the Bylaws of the PPRDA, PPRDA Enterprise, or by the PPRDA Board.
3. *Secretary.* a Director who shall serve as Secretary, shall cause to be kept a written record of the minutes of all meetings, shall ensure all notices required by law are duly given, shall serve as the custodian of PPRDA and PPRDA Enterprise records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Bylaws of the PPRDA, PPRDA Enterprise, or by the PPRDA Board. The same individual may serve as both Secretary and Treasurer.
4. *Treasurer.* A Director who shall cause to be kept and maintained the financial books and records of the PPRDA Enterprise, shall sign routine purchase orders which need no attestation, and shall perform such other duties and functions as may be prescribed by the Bylaws of the PPRDA, PPRDA Enterprise, or by the PPRDA Board. The same individual may serve as both Secretary and Treasurer.

J. Chairperson and Vice Chairperson Additional Requirements. The Chairperson and Vice Chairperson positions shall not be held by Directors appointed by the same governmental body.

K. PPRDA Board Executive Committee. The PPRDA Board shall appoint an Executive Committee made up of five (5) Directors, three of which shall be the PPRDA Board Chairperson, the Vice Chairperson, and the City of Fountain Representative. The Executive Committee shall have general responsibility for the affairs of the PPRDA Board between its regular meetings and shall make recommendations to the Board of Directors; provided, however, that no action of the Executive Committee shall be considered final unless the same is ratified by the PPRDA Board at its next meeting. The Executive Committee may also

perform other duties as are authorized by the Board of Directors to the extent such duties are not obligations of the PPRDA Board under this Agreement. The Executive Committee shall be subject to the direction of the PPRDA Board and none of its decisions shall conflict with actions taken by the PPRDA Board.

L. Meetings. The PPRDA Board shall meet not less than twice per calendar year, at such times and at such a location as may be designated by the PPRDA Board. Notice of meetings shall be posted in such place and manner as determined by the Bylaws of the PPRDA and PPRDA Enterprise, in accordance with the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*

M. Quorum. A simple majority of the PPRDA Board, which must include at least two voting Directors from Colorado Springs, one from the BoCC, and one of the other Parties, shall constitute a quorum. No official action shall be taken by the PPRDA Board until and unless a quorum is present at a meeting. Provided that a quorum exists, any action taken by the PPRDA Board shall be approved by a simple majority of those Directors present and voting, except for matters requiring a supermajority.

The requirement for representatives from Colorado Springs, BoCC, and one other Party to constitute a quorum shall remain in place unless Colorado Springs or the BoCC withdraws from the PPRDA, in which case the withdrawing Party shall be automatically removed from the quorum requirement.

N. Bylaws and Procedures. The PPRDA Board may, by supermajority vote, promulgate bylaws, policies and/or procedures consistent with this Agreement to govern the conduct of the PPRDA and PPRDA Enterprise.

O. Open and Public Meetings. The proceedings of the PPRDA Board, the PPRDA Enterprise, and any committee or advisory board thereto, shall comply with all provisions of the Colorado Open Meetings Law, C.R.S. § 24-6-401, *et seq.*, and shall provide opportunities for public input by, at minimum, permitting the public to address the PPRDA Board in open meetings. The PPRDA Board shall adopt procedures for calling emergency meetings.

P. Advisory Committee(s). The PPRDA Board shall appoint a Citizens Review Board (hereinafter “CRB”) comprised of eleven (11) citizens who either own property within or reside within the PPRDA boundaries. The CRB shall consist of six (6) members jointly appointed by the Mayor and City Council of Colorado Springs; two (2) members appointed by the BoCC, one (1) member appointed by Manitou; one (1) member appointed by Fountain; and one (1) member appointed by Green Mountain Falls. The PPRDA Board shall also appoint a Technical Advisory Committee (hereinafter “TAC”) comprised of individuals with technical expertise in drainage and/or flood control. The PPRDA Board may, by majority vote, establish more specific criteria governing the selection procedures, number and qualifications of the CRB and TAC members. The chairpersons of

these committees shall also serve as *ex officio*, non-voting Directors to the PPRDA Board. The PPRDA Board may also form other advisory committees as may be reasonable and necessary to perform its mission.

The CRB shall, by two-thirds (2/3) majority vote of CRB members, make recommendations to the PPRDA Board regarding (1) any changes to the Master Plan, and (2) the PPRDA's annual budget (action on which requires a supermajority vote of the PPRDA Board pursuant to Section 3(D)(1)).

The CRB may also make other recommendations, by simple majority vote, on matters within the purview of the PRPDA Board, including payment of invoices and review of contracts.

Section 4: Powers of PPRDA and PPRDA Enterprise. The PPRDA and PPRDA Enterprise, acting through the PPRDA Board, shall have powers, including but not limited to the following:

- A. Development of Drainage Facilities.** To develop, in its discretion, drainage facilities, in whole or in part for the benefit of the inhabitants of the Parties or others affected by drainage from within the PPRDA's boundaries, subject to fulfilling any conditions or requirements set forth in this Agreement.
- B. Funding Flood Control Facilities.** To fund Drainage and Flood Control Capital Improvements, Operation and Maintenance, Planning and Flood Related Emergency Needs using funds obtained pursuant to Section 6, based on recommendations from members of each Party to this Agreement, and consistent with the Project List and Section 6 of this Agreement.
- C. Fixing Fees.** To fix and maintain a fee for service on all properties within the boundaries of the PPRDA based upon the amount and density of Impervious Surface located on each individual property. The fee shall be based upon a calculation methodology determined by the PPRDA Board, with such methodology being similar to that commonly employed by other stormwater enterprises or authorities. The methodology shall allow for different fee categories based upon different types of property use and impacts on drainage resulting from that use type. Property use categories shall include residential, commercial/industrial, nonprofit, and government owned facilities, as provided by law. Determination of land use and ownership shall be based on definitions provided in the Colorado Revised Statutes. The fee will be fixed and maintained so as to not unreasonably burden such property use types, while ensuring an equitable payment of fees for services rendered from all properties contributing to stormwater discharges. Government owned facilities include all government owned property, excepting property used for conveyance of stormwater and drainage, federally certificated airports, and government owned rights of way, streets, roads, or alleys, and to the extent not preempted by federal law, any railroad right of way used exclusively for trackage and related safety appurtenances.

D. Fee Determination and 2016 Revenue. The fee per property has been determined based upon the following criteria: (1) total Impervious Surface, (2) Impervious Surface Density, (3) land use, and (4) ownership. The set fees per use category are contained in *Exhibit 3*.

Collection of fees shall begin in 2016. Total Revenue collected in calendar year 2016 shall not exceed \$39,275,650.

Following sunset of the Drainage and Flood Control Capital Improvements portion of the PPRDA revenue, the PPRDA fees described in *Exhibit 3* shall be reduced by 55%, with remaining fees used for the purposes of Operation and Maintenance, Planning, and Flood Related Emergency Needs, as provided in Section 6(C).

E. Re-assessment of Impervious Surface. To re-assess the amount and type of Impervious Surface and Impervious Surface Density within any one or all of the Parties' territory at any time. The PPRDA shall, however, re-assess Impervious Surface and Impervious Surface Density for each Party at least once every five (5) years.

F. Impervious Surface Data and Appeals. To ensure that any property owner shall have access to the information and data utilized in the Impervious Surface and Impervious Surface Density calculations for his/her property. The PPRDA shall also have the power to establish promptly a process pursuant to which such property owner can appeal the accuracy of such calculations and to hear appeals of property owners regarding the accuracy of such calculations. To the extent that any errors in calculations are found to exist, they shall be immediately corrected as follows:

- i. If an appeal taken within ninety (90) days from the date on which a property owner receives notice of the Impervious Surface or Impervious Surface Density calculation results in a finding that errors exist in the Impervious Surface or Impervious Surface Density calculation, calculations shall be corrected for purposes of future fee calculations, and any past overpayment shall be refunded or credited, within thirty (30) days, to the property owner; and
- ii. If an appeal taken more than ninety (90) days from the date on which a property owner receives notice of the Impervious Surface and Impervious Surface Density calculations results in a finding that errors exist, the Impervious Surface and Impervious Surface Density calculations shall be corrected for purposes of future fee calculations only, and no past overpayments shall be refunded or credited.

G. Credits in Lieu. To establish criteria for the grant of credits in lieu or in

reduction of fees for property owners investing in drainage control facilities or taking other measures that are not otherwise legally required of such owners. The PPRDA Board shall seek public input in the development of such criteria.

H. Fees on Federal Institutions. To impose fees on federal institutions within PPRDA boundaries, calculated in accordance with federal law and memorialized by separate agreement.

I. Contracts and Agreements. To enter into contracts and agreements affecting the affairs of the PPRDA and PPRDA Enterprise.

J. Employees and Agents. To employ agents and employees, in addition to persons referenced in Section 4(J) and subject to the financial limitations of Section 6, as the PPRDA Board finds necessary to carry out the following limited duties, for the following purposes:

- i. To handle day-to-day administrative and oversight responsibilities and ensure the fulfillment of the objectives identified herein;
- ii. To provide legal counsel for the PPRDA and PPRDA Enterprise;
- iii. To perform engineering oversight or related technical activities as necessary to ensure that Planning, Capital Improvements, Operation and Maintenance and permit compliance responsibilities are appropriately and efficiently accomplished; and
- iv. To perform financial services for the PPRDA and PPRDA Enterprise.

K. Administrative, Accounting, and Financial Services. To contract with a person or persons to assist the PPRDA Board with administrative, accounting, and financial or other services that may be required to carry out the duties enumerated in this Agreement.

L. Flood Control Systems. To fund, acquire, construct, plan, manage, maintain, repair, improve, or operate drainage and flood control systems, or any interest therein, within the PPRDA's boundaries.

M. Property Interests. To acquire, hold, lease (as lessor or lessee), sell or otherwise dispose of any real or personal property utilized for the purposes of drainage, stormwater detention, and flood control; provided, however, that such real property interests and appurtenances shall, upon the completion of improvements, be transferred for no consideration to the Party having corporate jurisdiction over the area wherein such improvement is located, with Operation and Maintenance responsibilities therefore to be assumed as provided under this Agreement or under supplemental agreements between the PPRDA, the PPRDA Enterprise and individual Parties. In no event shall the PPRDA or PPRDA Enterprise be

authorized to exercise the power of eminent domain.

- N. Capital Improvements.** To enter and maintain Capital Improvements transferred to the Parties.
- O. Liabilities.** To incur debts, liabilities or obligations at commercially reasonable rates.
- P. Law Suits.** To sue and to be sued.
- Q. Resolutions and Regulations.** To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purposes.
- R. Other Essential Functions.** To exercise any other powers which are essential to the provision of functions, services, or facilities by the PPRDA or PPRDA Enterprise or which may be specified by this Agreement; however, the PPRDA may not exercise eminent domain authority under any circumstances.
- S. Contracting of Authorized Functions.** To do and perform any acts and things authorized by this section under, through or by means of an agent or by contracts with any person, firm or corporation.
- T. Contracting with Government Entities.** To permit other municipalities, special districts or political subdivisions of the state, that are authorized to provide drainage facilities, to contract for services provided by the PPRDA or the PPRDA Enterprise, subject to fulfilling all of the conditions herein with the understanding that rates do not need to be uniform between the PPRDA Enterprise and the contracting parties.
- U. Soil Rehabilitation.** To provide for the rehabilitation of any surfaces adversely affected by the construction of facilities or systems of drainage facilities through the rehabilitation of plant cover, soil stability and other measures appropriate to the subsequent beneficial use of lands.
- V. Adjustment of Claims.** To adjust and pay legally valid claims and to provide insurance to cover the costs and risks associated with such claims.
- W. Investment of Funds.** To invest or deposit revenues consistent with the terms of this Agreement and applicable law.
- X. Acceptance of Property and Gifts.** To accept real or personal property for the use of the PPRDA Enterprise and to accept gifts and conveyances upon such terms and conditions as the Board of Directors may approve.
- Y. Budget.** To consider, no later than October 1 of each year, the PPRDA Enterprise's annual budget for the next fiscal year, the review and approval of

which shall occur no later than December 15 of the relevant year for the following fiscal year. The proposed annual budget shall be balanced, shall conform to the requirements of the local government budget laws of Colorado in C.R.S. § 29-1-101, *et seq.*, and shall include, at a minimum, a detailed estimate of all proposed expenditures and anticipated revenues. Actions regarding the PPRDA Enterprise's annual budget shall be approved by a supermajority.

In the event the PPRDA Board does not reach a supermajority decision regarding the PPRDA Enterprise's annual budget for a given year, the budget shall consist of the previous year's revenue reduced by ten percent (10%), and the adjusted revenue shall be allocated as follows: Administrative Expenses shall not exceed one percent (1%) of the Gross Revenue generated; fifty-five percent (55%) of Net Revenue shall be allocated to Drainage and flood control Capital Improvements;¹ thirty-five percent (35%) of Net Revenue shall be allocated to Drainage and Flood Control Operation and Maintenance. Remaining funds resulting from the ten percent (10%) reduction in the budget shall be allocated to Planning and Flood Related Emergency Needs. The budget shall conform to the requirements of the Local Government Budget Law of Colorado, C.R.S. § 29-1-101, *et seq.*

Z. Independent Financial Audit. The PPRDA Board shall provide for an annual, independent financial audit in conformance with applicable laws and regulations.

AA. Additional Powers. The PPRDA Board may exercise the following additional powers and exercise the following duties:

1. *Meetings.* Fixing the time and place of meetings and the method of providing notice of such meetings;
2. *Orders and Resolutions.* Making and passing such orders and resolutions necessary for the government and management of the affairs of the PPRDA and PPRDA Enterprise and the execution of the PPRDA and PPRDA Enterprise's powers;
3. *Offices.* Maintaining offices at such place or places as the PPRDA Board may designate;
4. *Professional Services.* Contracting for professional services, including legal services, as deemed necessary to administer and implement the purposes of this Agreement;
5. *Auditing.* Prescribing methods for auditing and allowing or rejecting

¹ The fees described in *Exhibit 3* will reduce by fifty-five percent (55%) upon sunset of the Capital Improvements fund, and no net revenue will be allocated to Capital Improvements beyond the sunset date, except to the extent such fee for Capital Improvements may be lawfully extended.

claims and demands; and

6. *Incidental Powers.* Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by statute or this Agreement.

Section 5: Boundaries of the PPRDA and PPRDA Enterprise. The area subject to the PPRDA and PPRDA Enterprise shall include:

- A. Unincorporated El Paso County Area.** All unincorporated areas within El Paso County included within the 2010 Census Urbanized Area for the United States Census Bureau, which is also utilized as the urbanizing area for purposes of water quality permitting through the Colorado Department of Public Health and Environment (CDPHE) (a pictorial description is attached and incorporated by reference as *Exhibit 4*), and all unincorporated areas within the existing Fountain Creek Watershed.
- B. Colorado Springs Area.** The corporate limits of the City of Colorado Springs, as comprised on January 1, 2015, and as may be comprised in the future.
- C. Manitou Springs Area.** The corporate limits of the City of Manitou Springs, as comprised on January 1, 2015, and as may be comprised in the future.
- D. Fountain Area.** The corporate limits of the City of Fountain, as comprised on January 1, 2015, and as may be comprised in the future.
- E. Green Mountain Falls Area.** The corporate limits of the Town of Green Mountain Falls, as comprised on January 1, 2015, and as may be comprised in the future.
- F. Additional Area.** Additional territory shall be included in, or excluded from, the PPRDA boundaries by following the procedures in Section 8 of this Agreement.
- G. Withdrawal of Area.** In the event that a Party does not initially enter this Agreement, or subsequently withdraws from this Agreement pursuant to Section 8, below, the area subject to the PPRDA shall be redrawn to exclude that jurisdiction, and the PPRDA Board shall automatically be decreased by the Directors from that jurisdiction.

Section 6: Functions of PPRDA and PPRDA Enterprise and Services to be Provided.

- A. Functions and Services.** The functions of the PPRDA and services provided shall include the funding of Drainage and Flood Control Capital Improvements, Operation and Maintenance, Planning, and Flood Related Emergency Needs within the PPRDA boundaries and outside the boundaries of the PPRDA as may be provided by law or this Agreement. Such Capital Improvements, Operation and Maintenance, and Planning shall be compatible with established

state and local drainage criteria and flood control requirements, as determined by the PPRDA Board.

B. Management and Disbursement of Funds. The Parties agree that the PPRDA Board's primary responsibility will be the management and disbursement of funds collected by the PPRDA Enterprise in order to accomplish the projects and goals of the PPRDA and PPRDA Enterprise and their members and the activities that support those functions. The PPRDA Board will appropriate funds for Planning and Flood Related Emergency Needs, Drainage and Flood Control Operation and Maintenance, and Drainage and Flood Control Capital Improvements. Furthermore, subject to each Party receiving allocation of funds for Drainage and Flood Control Capital Improvements and Drainage and Flood Control Operation and Maintenance proportionate to the revenues collected within each of the Parties' respective jurisdiction on a five year running average, the PPRDA shall determine the order in which projects shall be funded, in accordance with this Agreement and based on recommendations from the Parties. Each Party shall determine its own annual Operation and Maintenance needs to be funded as provided in this Agreement. The PPRDA Enterprise shall implement the identified Drainage and Flood Control Capital Improvements, Operation and Maintenance, Planning and Flood Related Emergency Needs projects and activities. This may be accomplished through subsequent intergovernmental agreements or other suitable arrangements between the PPRDA Enterprise and the various Parties for the expenditure of PPRDA Enterprise funds on behalf of the Parties. The Parties, in carrying out these intergovernmental agreements, may contract on PPRDA Enterprise's behalf with other governments or private businesses to expend PPRDA Enterprise funds for the purpose of implementing those projects or activities.

C. Allocation and Expenditure of Revenues. The PPRDA Enterprise shall pay its Administrative Expenses from the Gross Revenue collected under Section 4(D) of the Agreement. Administrative Expenses shall not exceed one percent (1%) of the Gross Revenue collected.

Remaining Net Revenue shall be allocated and paid in a proportional manner on a five year running average based upon the amount of revenues received from within the geographic jurisdiction of each of the Parties so as to ensure the equitable use of funds in those areas from which the fees have been collected. In other words, in each five year period an amount of revenue equal to that collected within a given jurisdiction, less Administrative Expenses, shall be used to fund Capital Improvements, and Operation and Maintenance within that jurisdiction. Projects shall be prioritized for funding based on the Project List. Any individual Party may expend a portion of its allocated Operation and Maintenance revenue for use anywhere within or outside the PPRDA boundaries in order to effectively and efficiently address the impact of stormwater flows on persons or property within the PPRDA's boundaries, as provided by law. Subject to these requirements and those contained in Section

7(A), Net Revenue collected by the PPRDA Enterprise shall be allocated, in the following percentages:

1. *Allocation of Drainage and Flood Control Capital Improvements.* Fifty-five percent (55%) of Net Revenue shall be placed in a special fund dedicated to Drainage and Flood Control Capital Improvement projects. The initial list of such projects shall be as specified in a Capital Improvement project Master Plan paid for out of the Planning and Flood Related Emergency Needs special fund, to or for the benefit of each of the Parties in a pro-rata manner, on a five year running average, based on the revenues collected from within each of the Parties' respective jurisdictions. The PPRDA Enterprise, subject to the proportional allocation requirements referenced above, shall not expend Capital Improvement funds on any other drainage and flood control projects until the high priority projects identified in the Master Plan have been funded; provided, however, that additional projects may be identified by the PPRDA Board of Directors as high priority in response to flood related emergency events. The PPRDA Enterprise shall not expend Capital Improvements funds for any other purpose. This Drainage and Flood Control Capital Improvements component shall sunset twenty (20) years after the effective date of this Agreement absent a lawfully approved extension thereof. Upon sunset of the Capital Improvements component, the fee described in *Exhibit 3* will be reduced by fifty-five percent (55%) for all categories of property against which the fee is imposed.

Upon a supermajority vote of the PPRDA Board, this percentage allocation may be adjusted prospectively for one year to more accurately reflect the priorities identified by the Master Plan and rate studies, changes in the amounts of fee revenues collected, or necessary percentage allocation changes for Drainage and Flood Control Operation and Maintenance and/or Flood Planning and Flood Related Emergency needs.

If a new party is accepted into the PPRDA and PPRDA Enterprise, the PPRDA Board shall adjust the allocation of funding within this category to be proportional to the fee revenue collected within the Parties' respective jurisdictions. Such adjustment must be completed prior to January 1 of the year following addition of a new party to this Agreement.

2. *Use of Drainage and Flood Control Capital Improvements Funds.* Drainage and Flood Control Capital Improvement Funds shall be used for specific projects and activities, at such time and in such manner as shall be determined by the PPRDA Board. The Parties shall submit, in a timely manner, Capital Improvement project invoices to the PPRDA Enterprise for payment. In the case of a Party which utilizes its own staff or other resources to complete Capital Improvement project activities, such Party shall file with the PPRDA Enterprise a periodic request for reimbursement,

detailing all costs associated with such work under its allocation, payment of which is subject to approval of the PPRDA Board.

3. *Use of Remaining Funds.* Any funds remaining in the Capital Improvement fund following the sunset referenced above may be used by the PPRDA for the benefit of Parties to whom funds have been allocated to complete remaining listed Drainage and Flood Control Capital Improvement projects or those identified as high priority through subsequent Planning, or determined to be a Flood Related Emergency Need until such funds are depleted or until the PPRDA is terminated, whichever occurs first.
4. *Allocation and Use of Operation and Maintenance Funds.* Thirty-five percent (35%) of Net Revenue shall be placed in a special fund dedicated to Drainage and Flood Control Operation and Maintenance. Within this category, the funds will be allocated to each of the Parties' Operation and Maintenance activities pro-rata, based on a five year running average, upon the revenue collected from their respective jurisdictions. The Parties shall submit, in a timely manner, Operation and Maintenance invoices to the PPRDA Enterprise for payment. In the case of a Party which utilizes its own staff or other resources to complete Operation and Maintenance activities, such Party shall file with the PPRDA Enterprise a periodic request for reimbursement, detailing all costs associated with such work under its allocation, payment of which is subject to approval of the PPRDA Board. The PPRDA Enterprise shall not expend Operation and Maintenance funds for any other purpose.

Upon a supermajority vote of the PPRDA Board, this percentage allocation may be prospectively adjusted for one year to more accurately reflect the priorities identified by the Master Plan and rate studies, changes to the amounts of fee revenues collected, or necessary percentage allocation changes for Drainage and Flood Control Capital Improvements or Flood Related Emergency Needs.

The first allocation of funds for Operation and Maintenance activities shall occur on or after April 1, 2016.

If a new party is accepted into the PPRDA, the PPRDA Board shall adjust the allocation of funding within this category to be proportional to the amount of the fees collected from the Parties to the Agreement, using the most recent data available. Such adjustment must be completed prior to January 1 of the year following addition of a new party to this Agreement.

5. *Allocation of Funds for Planning and Flood Related Emergency Needs.* Ten percent (10%) of Net Revenue shall be placed in a special fund dedicated to drainage and flood control Planning and Flood Related Emergency Needs. These funds shall be used only for Planning and annual contributions to an emergency contingency fund for Flood Related Emergency, as determined by

supermajority vote of the PPRDA Board of Directors. In the case of a Party which utilizes its own staff or other resources to address Flood Related Emergency Needs, such Party shall file with the PPRDA Enterprise a request for reimbursement, detailing all costs associated with such work, payment of which is subject to approval of the PPRDA Board by supermajority vote. The PPRDA Enterprise shall not expend Planning and Flood Related Emergency Needs funds for any other purpose.

Planning and Flood Related Emergency Needs funding shall be available for use on or after April 1, 2016.

Any party joining this Agreement after January 1, 2015, is ineligible for Planning and Flood Related Emergency Needs funding until January 1 of the year following the new party's inclusion in the PPRDA.

Upon a supermajority vote of the PPRDA Board, this percentage allocation may be prospectively adjusted for one year to more accurately reflect the priorities identified by the Master Plan and rate studies, changes to the amounts of fee revenues collected or necessary percentage allocation changes to Drainage and Flood Control Operation and Maintenance and Drainage and Flood Control Capital Improvements needs. Under no circumstances may the PPRDA Enterprise expend money from the special funds dedicated to Drainage and Flood Control Capital Improvements or Drainage and Flood Control Operation and Maintenance to address Planning and Flood Related Emergency Needs.

Upon the drainage and flood control Planning and Flood Related Emergency Needs fund balance reaching twenty-five million dollars (\$25,000,000), the fee will be reduced by ten percent (10%) for all categories of property against which the fee is imposed. Should the balance fall below twenty million dollars (\$20,000,000), the fee will again be increased by ten percent (10%) for all categories of property until the fund is replenished to twenty-five million dollars (\$25,000,000).

D. Fee Revenue After Sunset of Drainage and Flood Control Capital Improvements Component. Beginning on the calendar year following the sunset of the Drainage and Flood Control Capital Improvements portion of the PPRDA Enterprise revenue, the fee described in *Exhibit 3* will be reduced as described in Section 6(C). After such reduction, the PPRDA Board shall allocate funds among Operation and Maintenance, Planning, and Flood Related Emergency Needs by supermajority vote.

Section 7: Parties' Duties and Responsibilities.

A. Parties' Participation. In order to ensure that the goals of the PPRDA are accomplished in a timely manner, including a reduction in the backlog of Capital Improvement projects and unmet Operation and Maintenance needs, the financial burden on fee payers is minimized, and the public benefits of drainage control are

maximized, each of the Parties will be required to pay a fee, as described in Section 4(C) and (D) above. Fees paid by a Party on its government property will be used exclusively for drainage and flood control purposes within that Party's jurisdiction. Nothing herein shall preclude a Party, independent of the PPRDA and PPRDA Enterprise, from spending additional revenues available to it outside of this Agreement for the completion of activities identified in this Agreement.

B. Implementation of Projects, Operation and Maintenance. The Parties acknowledge the potential advantages, including economic stimulus, associated with the utilization of private contractor services for the implementation of stormwater control projects, and shall take such advantages into account in determining the most prudent and cost-effective way in which to proceed with the completion of the tasks identified herein. However, subject to the limitations described in Section 6(C), each of the Parties may determine whether to utilize internal resources, such as personnel and equipment, to implement the Capital Improvement projects, Operation and Maintenance, billing and permit compliance activities referenced herein within their individual jurisdictions, utilizing the revenues provided hereunder, or to contract, with the PPRDA Enterprise, or another Party or appropriate entity, for the performance of such tasks; provided, however, that such tasks shall be accomplished in a manner consistent with the terms of this Agreement, the Master Plan developed by the PPRDA and PPRDA Enterprise, or additional Planning performed pursuant to this Agreement.

C. MS4 Permits. Each Party is responsible for maintaining an MS4 Permit. The PPRDA Enterprise may hold and administer MS4 Permits upon a request from a Party, a supermajority vote of the PPRDA Board, and the concurrence of the Colorado Department of Public Health and Environment. When a Party's MS4 Permit is held and administered by the PPRDA Enterprise, that Party shall be responsible to the PPRDA Enterprise for all costs associated with holding and administering its MS4 Permit.

Section 8: Effective Date and Changes to Parties and PPRDA Boundaries.

A. Effective Date. The effective date of this Agreement shall be the date on which results of the November 2014 General Election are certified.

B. Dissolution of the PPRDA and PPRDA Enterprise. The Agreement may be terminated and the PPRDA and PPRDA Enterprise dissolved upon the decision of all of the Parties' governing bodies, or in the event withdrawal of Parties leaves only one Party remaining in the PPRDA. In the event of dissolution, the State of Colorado is ineligible for any distribution of property under this section.

C. Distribution of Property upon Dissolution. Upon termination of the PPRDA, the following method shall be used to distribute, dispose of, or divide the assets of the PPRDA and PPRDA Enterprise. Any interest in real property, including Capital Improvements and appurtenances thereto, resulting from this Agreement

shall become the property of the Party in whose jurisdiction such interest is located. For purposes of this section, the County's jurisdiction shall be unincorporated areas within the PPRDA Boundaries. The jurisdiction receiving ownership of such property shall be responsible for that property's ongoing maintenance. Any personal property shall be liquidated at auction, and the proceeds from such sale divided among the Parties in proportion to the previous calendar year's revenue attributable to the Parties. Such funds may only be expended in compliance with applicable law. Any other property not addressed above shall be distributed to one or more Parties, as determined by the PPRDA Board prior to termination of the PPRDA.

- D. Withdrawal of Parties.** Any Party, upon the provision of 180 days written notice to the Parties, may withdraw from this Agreement by official action of its governing body, and such withdrawal shall not constitute termination of this Intergovernmental Agreement. A withdrawing party shall retain ownership of, and ongoing Operation and Maintenance responsibility for, any Capital Improvements or interest in real estate resulting from this Agreement.

Furthermore, this Agreement shall become effective upon execution by the Parties but only after the vote of a majority of the electors that approves the ballot question concerning the establishment of the PPRDA as described herein upon certification of the results of the November 4, 2014, election.

If a Party withdraws, special fees charged to citizens within that Party's jurisdiction will continue until (1) that Party's equitable share of outstanding indebtedness, if any, has been paid; and (2) the withdrawing Party has reimbursed the PPRDA for any amount of funds allocated to the withdrawing Party within the preceding five (5) years which exceed the fee revenue collected from the withdrawing Party's jurisdiction within the preceding five (5) years. Special fees charged to citizens within the withdrawing Party's jurisdiction will cease upon these conditions being met, and any unexpended funds which were obtained through special fees charged to citizens within that jurisdiction will be deposited into a special fund in the name of the withdrawing jurisdiction or its designated enterprise and shall be used in a manner which maintains their status as special fees.

Upon withdrawal, as provided above, a Party shall continue to be responsible for, and obligated to timely pay for, its equitable share of any outstanding indebtedness, whether in the form of bonds or otherwise; such equitable share shall be as provided in the terms, conditions, and agreements associated with the indebtedness, and if such indebtedness does not provide for the withdrawing Party's equitable share of indebtedness, then it shall be determined based upon the ratio of the fee revenue collected from the withdrawing Party's jurisdiction

relative to the total fee revenues collected during the Party's participation with the Agreement. In addition, the withdrawing Party shall reimburse the PPRDA for any amount of funds allocated to such Party within the preceding five (5) years that exceeds the fee revenue collected from such Party's jurisdiction within such preceding five (5) years. Conversely, the PPRDA shall refund to the withdrawing Party any funds collected from the Party's jurisdiction within the preceding five (5) years that exceed the funds allocated to such Party within the preceding five (5) years.

E. Amendment of Agreement. This Agreement may be amended upon the consent of all Parties. This section is inapplicable to additions or deletions of Parties under Section 8(F), immediately below.

F. Addition of Parties and Territory to the Agreement. The PPRDA Board shall take the following actions to include parties within the PPRDA, or prior to deleting any Party from the PPRDA:

- 1. Additional Parties.* Any political subdivision of the State of Colorado that is authorized to own and operate drainage or flood control facilities may request to be added as a Party to this Agreement and to be a member of the PPRDA with its jurisdictional boundaries or any portion thereof to be added to the territory of the PPRDA. Addition of a Party shall be at the discretion of the PPRDA Board and shall require supermajority approval. If a new Party is approved by the PPRDA Board, the new Party's representation on the PPRDA Board will be based on the new Party's proportional Impervious Surface and Impervious Surface Density. However, any additional party will receive no greater than one PPRDA Board vote unless such Party has an equal or greater amount of Impervious Surface than is found within the unincorporated boundaries of the County. Additionally, with each Director added to the PPRDA Board as a result of a new Party joining the Authority: (a) the City of Colorado Springs shall be granted an additional Director, who shall be an elected official from Colorado Springs, jointly appointed by the Colorado Springs City Council and Colorado Springs Mayor, so that at all times the City of Colorado Springs has a majority of Directors on the PPRDA Board, (b) the supermajority vote under Section 3(D) of this Agreement shall automatically and without further action by the PPRDA Board be revised to require an increase by one in the number of Directors appointed by the City of Colorado Springs voting in favor of the matter, and (c) a quorum under Section 3(M) of this Agreement shall automatically and without further action of the PPRDA Board be revised to require the presence at meetings of the PPRDA Board of one additional Director from the City of Colorado Springs. In the event a new Party joins the PPRDA, the PPRDA and the new Party shall enter an intergovernmental agreement subjecting such Party to the terms of this Agreement and describing the terms under which the new Party joins

the PPRDA. The addition of a Party and inclusion of its territory shall be effective upon the later of execution of such intergovernmental agreement or the PPRDA passing a resolution providing for inclusion. The PPRDA's approval of the resolution and intergovernmental agreement shall both require a supermajority vote of Directors.

IN WITNESS hereof the signatures of the authorized representatives to the Parties to this Agreement are set forth below.

[signatures of Parties appearing on subsequent pages in counterpart]

EL PASO COUNTY, COLORADO

By: _____

Dennis Hisey, Chair

Board of County Commissioners

ATTEST:

By: _____

Wayne W. Williams, Clerk and Recorder

APPROVED AS TO FORM:

By: _____

Kenneth Hodges, Assistant County Attorney

CITY OF COLORADO SPRINGS, COLORADO

By: _____

Keith King, President

Colorado Springs City Council

ATTEST:

By: _____

Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

By: _____

Wynetta Massey, City Attorney

CITY OF MANITOU SPRINGS, COLORADO

By: _____

Mark A. Snyder, Mayor

ATTEST:

By: _____

Donna Kast, City Clerk

APPROVED AS TO FORM:

By: _____

Jeff Parker, City Attorney

CITY OF FOUNTAIN, COLORADO

By: _____

Gabriel Ortega , Mayor

ATTEST:

By: _____

Silva Mascarenas, City Clerk

APPROVED AS TO FORM:

By: _____

Patrick McDivitt, City Attorney

TOWN OF GREEN MOUNTAIN FALLS, COLORADO

By: _____

Lorrie Worthey, Mayor

ATTEST:

By: _____

Chris Frandina, Clerk/Treasurer

APPROVED AS TO FORM:

By: _____

Matthew Z. Krob, Town Attorney

Exhibit 1

Fountain Creek Watershed



Exhibit 2

Project List

Pikes Peak Regional Drainage Authority
Draft List of Ballot Projects
Version Date: 8/1/14

- Alpine Road Culvert Improvements in Manitou Springs
- Black Forest Post Fire Channel Stabilization for Kettle Creek
- Briargate South Neighborhood Detention Pond Improvements
- Cottonwood Creek Channel Improvements from Austin Bluffs to Powers Boulevard
- Cottonwood Creek Channel Improvements from Union Blvd to Monument Creek
- Cottonwood Creek Channel Improvements from Union Boulevard to Monument Creek
- Cottonwood Creek Park Detention Pond Improvements
- Cross Creek Community Park Detention Pond Improvements
- Edison Neighborhood Templeton Gap Floodway Channel Improvements
- Fairfax Neighborhood Detention Pond Improvements
- Falcon Area Middle Tributary Channel Improvements
- Falcon Area Swingline Road Culvert Improvements
- Falcon Detention Pond SR4
- Fountain Creek Bank Channel Improvements near Fountain Tech Center
- Fountain Creek Channel Improvements at Burlington Northern Santa Fe Railroad Bridge
- Fountain Creek Channel Improvements at Carson Boulevard Bridge
- Fountain Creek Channel Improvements at Highway 16 Bridge
- Fountain Creek Channel Improvements at Highway 85 Bridge
- Fountain Creek Channel Improvements from Cimarron Interchange to Circle Drive Bridge
- Fountain Creek Channel Improvements from Fountain Sanitation District Treatment Plant to Clear Springs Ranch
- Fountain Creek Channel Improvements near Durbin Lane Ranch
- Fountain Creek Channel Improvements near El Pomar Sports Park
- Fountain Creek Channel Improvements near Jimmy Camp Creek Confluence
- Fountain Creek Channel Improvements near Missouri Avenue and Fountain Street
- Fountain Creek Channel Improvements near Riverside Mobile Home Park
- Fountain Creek Channel Improvements near SCI Systems
- Fountain Creek Channel Improvements near Simmons Ranch
- Fountain Creek Channel Improvements near Southmoor Drive and Puerta Road
- Fountain Creek Channel Improvements upstream of Security Neighborhood
- Fountain Mesa Road Culvert Improvements
- Glen Eagle/Northgate Neighborhood Improvements
- Halleys Court Culvert Improvements
- Highway 85 Culvert Improvements on Fountain Creek Tributary North of Duckwood Road
- Jimmy Camp Creek Channel Improvements at Link Road Bridge
- Jimmy Camp Creek Channel Improvements at Ohio Avenue Bridge
- Jimmy Camp Creek Channel Improvements at Old Pueblo Road Bridge
- Jimmy Camp Creek Channel Improvements at Union Pacific Rail Road Bridge and Metcalfe Park
- Jimmy Camp Creek Recreational Trail Low Water Crossing Improvements
- Little Fountain Creek Tributary Bridge Culvert Improvements

- Monument Creek Channel Improvements at Monument Creek Mobile Home Park
- Monument Creek Channel Improvements near Goose Gossage Park
- North Douglas Creek Channel Improvements between I-25 and Monument Creek
- Norwood Neighborhood Channel Improvements on Cottonwood Creek
- Norwood Neighborhood Detention Pond Improvements
- Park Vista Neighborhood Channel and Culvert Improvements
- Peaceful Valley Road Culvert Improvements
- Pebblewood Pinecliff Neighborhood Improvements
- Pine Creek Neighborhood Detention Pond Improvements
- Pine Creek Outfall to Monument Creek Improvements
- Platte Avenue and Hancock Avenue Storm Drain Improvements
- Pleasant Valley Channel Improvements
- Rockrimmon Neighborhood Channel Improvements on Dry Creek
- Rockrimmon Neighborhood Channel Improvements on North Rockrimmon Creek
- Sand Creek Channel Improvements from Platte Avenue to Palmer Park Boulevard
- Sand Creek Tributary Channel Improvements near Hancock Expressway
- Security Neighborhood Channel Improvements
- Security Neighborhood Culvert Improvements
- Security Neighborhood Detention Pond Improvements
- Security Neighborhood Storm Drain Improvements
- Shooks Run Channel and Culvert Improvements near Bijou Street
- Shooks Run Channel Improvements at North Custer Avenue
- Shooks Run Channel Improvements at Patty Jewett Golf Course
- South Douglas Creek Channel Improvements near Kissing Camels Neighborhood
- Storm Drain Improvements along Airport Road north of Valley High Golf Course
- Stratmoor Valley Channel Improvements
- Ute Pass Post-Fire Improvements at Fern Gulch
- Ute Pass Post-Fire Improvements at Rainbow Falls
- Ute Pass Post-Fire Improvements at Rampart Terrace Road
- Ute Pass Post-Fire Improvements at Sand Gulch/Chipita Park Road
- Ute Pass Post-Fire Improvements at Upper Fountain Creek
- Ute Pass Post-Fire Improvements at Wellington Gulch
- Ute Pass Post-Fire Improvements in Cascade
- Ute Pass Post-Fire Improvements in Fitz Gulch
- Wasson Neighborhood near Palmer Park Storm Drain Improvements
- Widefield Neighborhoods Channel Improvements
- Widefield Neighborhoods Channel Improvements at Ceresa Park
- Widefield Neighborhoods Channel Improvements on Crews Gulch
- Widefield Neighborhoods Culvert Improvements
- Widefield Neighborhoods Detention Pond Improvements
- Widefield Neighborhoods Storm Drain Improvements
- Wildcat Gulch/Crystal Park Channel Improvements
- Wildcat Gulch/Crystal Park Culvert Improvements
- Woodmoor Neighborhood Improvements

Additional Colorado Springs Projects:

1. Dale, Yampa, and Cedar Storm Improvements
2. E. Cheyenne Road Drainage
3. Madison/Wahsatch Area Drainage:
4. Bear Creek
5. Shooks Run – Medium Priority Projects
6. Additional Fountain Creek Reaches
7. Cottonwood Creek Medium Priority
8. Rangewood Channel – Mainstem to Balsam
9. Oakwood Dr. Channel – Dry Stone to Powers
10. 14th, 15th, 17th, and 19th Storm Sewer
11. Spring Creek South Trib Projects
12. Pikes Peak Ave. Storm Sewer
13. West Fork Sand Creek – Constitution Bridge
14. Briargate Blvd. Drainage Improvements
15. Jamboree Drive Drainage Improvements
16. Doherty H.S. Channel/Inlets
17. Shooks Run Culverts – Costilla and Platte to Bldr
18. Monument Creek Stabilization – Fountain to USAFA

Exhibit 3

Fee Estimates

PPRDA Estimated Rates

Assumptions:						
Average home \$ 7.70 /month (highlighted in yellow)						
Residential Rates = 85% of Commercial/Industrial/Government Rates						
Non-Profit/Public Ed Rates = 75% of Commercial/Industrial/Government Rates						
Less than 30% Density Rates = 85% of 30-60% Density Rates						
Greater than 60% Density Rates = 115% of 30-60% Density Rates						

SINGLE FAMILY RESIDENTIAL (SFR)

Impervious Area in sq. ft.	Less than 30% Density		30%-60% Density		Greater than 60%	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
2,000 or less	\$3.93	\$47.12	\$4.62	\$55.44	\$5.31	\$63.75
2,001-3,000	\$6.54	\$78.54	\$7.70	\$92.40	\$8.85	\$106.26
3,001-4,000	\$9.16	\$109.95	\$10.78	\$129.35	\$12.40	\$148.76
4,001-5,000	\$11.78	\$141.37	\$13.86	\$166.31	\$15.94	\$191.26
5,001-6,000	\$14.40	\$172.78	\$16.94	\$203.27	\$19.48	\$233.76
6,001-7,000	\$17.02	\$204.20	\$20.02	\$240.23	\$23.02	\$276.26
7,001 or more	\$18.33	\$219.90	\$21.56	\$258.71	\$24.79	\$297.52

COMMERCIAL/INDUSTRIAL/GOVERNMENT (CIG)

Impervious Area in sq. ft.	Less than 30% Density		30%-60% Density		Greater than 60%	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
2,000 or less	\$4.62	\$55.44	\$5.44	\$65.22	\$6.25	\$75.00
2,001-4,000	\$9.24	\$110.88	\$10.87	\$130.44	\$12.50	\$150.01
4,001-8,000	\$18.48	\$221.75	\$21.74	\$260.88	\$25.00	\$300.02
8,001-15,000	\$35.42	\$425.02	\$41.67	\$500.03	\$47.92	\$575.03
15,001-25,000	\$61.80	\$739.17	\$72.47	\$869.61	\$83.34	\$1,000.05
25,001-50,000	\$115.49	\$1,385.94	\$135.88	\$1,630.52	\$156.26	\$1,875.09
50,001-100,000	\$230.99	\$2,771.88	\$271.75	\$3,261.03	\$312.52	\$3,750.19
100,001-200,000	\$461.98	\$5,543.76	\$543.51	\$6,522.07	\$625.03	\$7,500.38
200,001-300,000	\$789.97	\$9,239.60	\$905.84	\$10,870.11	\$1,041.72	\$12,500.63
300,001-400,000	\$1,077.95	\$12,935.44	\$1,268.18	\$15,218.16	\$1,458.41	\$17,500.88
400,001 or more	\$1,231.95	\$14,783.35	\$1,449.35	\$17,392.18	\$1,666.75	\$20,001.01

NON-PROFITS/PUBLIC EDUCATIONAL (NPRF)

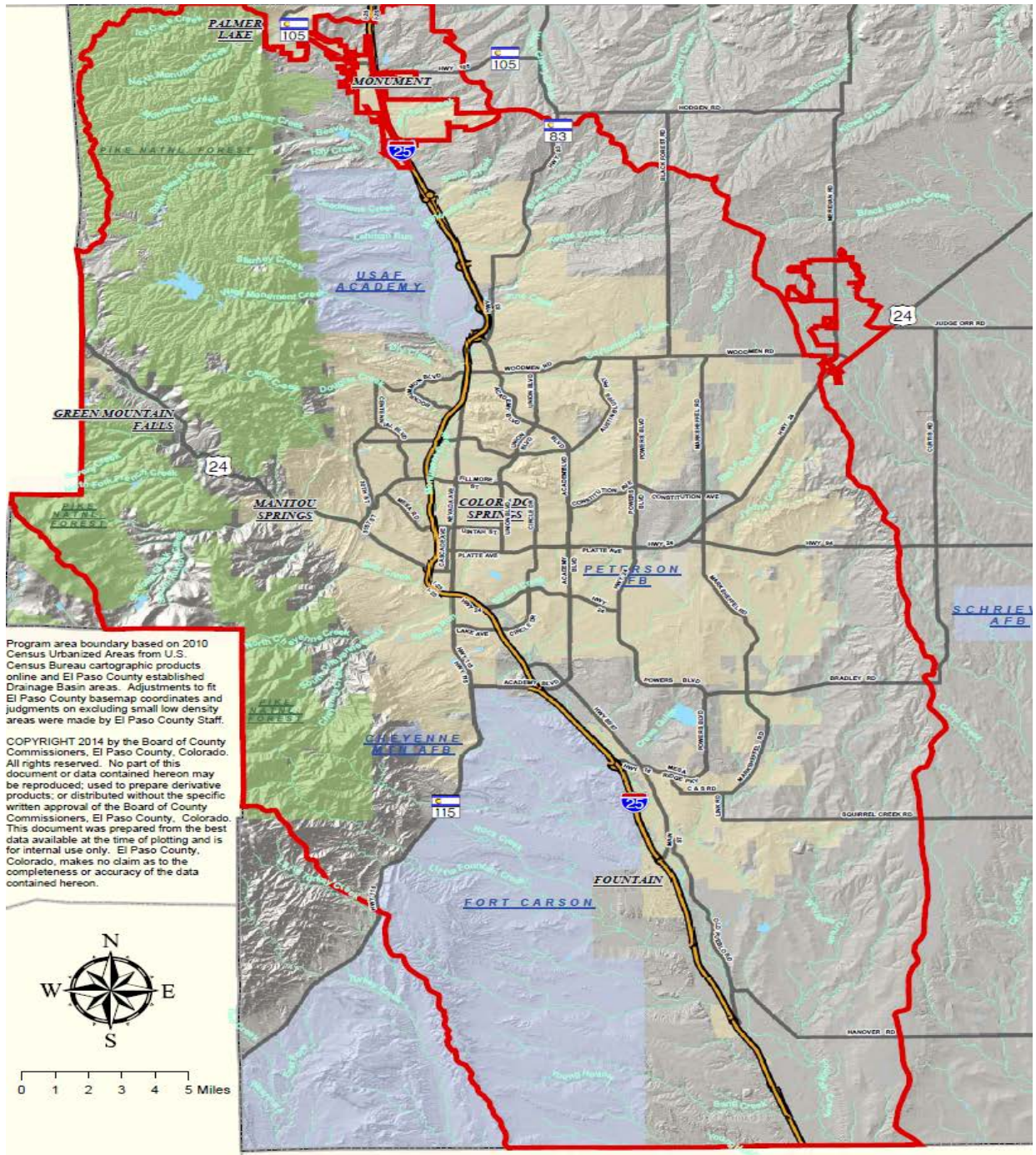
Impervious Area in sq. ft.	Less than 30% Density		30%-60% Density		Greater than 60%	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
2,000 or less	\$3.46	\$41.58	\$4.08	\$48.92	\$4.69	\$56.25
2,001-4,000	\$6.93	\$83.16	\$8.15	\$97.83	\$9.38	\$112.51
4,001-8,000	\$13.86	\$166.31	\$16.31	\$195.66	\$18.75	\$225.01
8,001-15,000	\$26.56	\$318.77	\$31.25	\$375.02	\$35.94	\$431.27
15,001-25,000	\$46.20	\$554.38	\$54.35	\$652.21	\$62.50	\$750.04
25,001-50,000	\$86.62	\$1,039.45	\$101.91	\$1,222.89	\$117.19	\$1,406.32
50,001-100,000	\$173.24	\$2,078.91	\$203.81	\$2,445.78	\$234.39	\$2,812.64
100,001 or more	\$230.99	\$2,771.88	\$271.75	\$3,261.03	\$312.52	\$3,750.19

Targetted Revenue

\$39,275,650

Exhibit 4

PPRDA Regional Boundary



Program area boundary based on 2010 Census Urbanized Areas from U.S. Census Bureau cartographic products online and El Paso County established Drainage Basin areas. Adjustments to fit El Paso County basemap coordinates and judgments on excluding small low density areas were made by El Paso County Staff.

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PIKES PEAK REGIONAL DRAINAGE AUTHORITY
Proposed Regional Boundary

PPRDA Proposed Boundary	I-25	Creeks	Military Reservation
Major Roads	Incorporated Areas	National Forest	