

Intergovernmental Agreement
Among El Paso County, Colorado,
The City of Colorado Springs, The City of Manitou Springs,
and The Town of Green Mountain Falls
For Creation of the Pikes Peak Rural Transportation Authority

Recitals

- A. El Paso County, Colorado (hereinafter "County") is a duly-organized county and political subdivision of the State of Colorado.
- B. The City of Colorado Springs (hereinafter "Colo. Spgs.") is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- C. The City of Manitou Springs (hereinafter "Manitou") is a home-rule city and municipal corporation organized under Article XX, Section 6 of the Colorado Constitution.
- D. The Town of Green Mountain Falls (hereinafter "GMF") is a municipal corporation organized under Title 31 of the Colorado Revised Statutes.
- E. County, Colo. Spgs., Manitou, and GMF may be referred to collectively in this agreement as "Parties".
- F. The Parties desire to improve funding for expansion and maintenance of regional roadways and transit systems within their jurisdictions, and desire to engage in these activities in a cooperative and comprehensive manner.
- G. Whereas the Board of County Commissioners of El Paso County, Colorado, the City Councils of the City of Colorado Springs and the City of Manitou Springs, and the Town Council of the Town of Green Mountain Falls, have mutually determined that the creation of a Rural Transportation Authority, authorized pursuant to C.R.S. 43-4-601 *et seq.*, would be the most effective method of accomplishing the desires of the Parties as reflected in this agreement;
- H. THEREFORE be it resolved by the Board of County Commissioners of El Paso County, Colorado, the City Council of the City of Colorado Springs, the City Council of the City of Manitou Springs, and the Town Council of the Town of Green Mountain Falls, that the Parties, based on the mutual promises and considerations contained herein, agree as follows:

Terms and Conditions of Agreement

- 1.0 **Authority to Enter Agreement.** The Parties are authorized to enter into this Agreement pursuant to C.R.S. 43-4-601 *et seq.*

- 2.0 **Creation; Name of Authority.** The Board of County Commissioners of El Paso County, Colorado (hereinafter "County Board"), the City Council of the City of Colorado Springs (hereinafter "Colo. Spgs. Council"), the City Council of the City of Manitou Springs (hereinafter "Manitou Council"), and the Town Council of the Town of Green Mountain Falls (hereinafter "GMF Council"), hereby establish a Rural Transportation Authority pursuant to C.R.S. 43-4-603(1). Such authority shall be known as the Pikes Peak Rural Transportation Authority (A Regional Transportation Authority), (hereinafter "PPRTA").
- 3.0 **Political Subdivision.** PPRTA shall be a separate political subdivision and body corporate of the State of Colorado, and shall possess all of the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate, as restricted by Section 7 of this Agreement.
- 4.0 **Purpose and Activities of Authority.** The purpose and activities of the PPRTA shall be limited to the funding of roadway capital improvements, maintenance and operations, and transit service within the Authority boundaries established in this Agreement. Such projects shall be compatible with established state and local transportation plans that transport or convey people or goods, or permit people or goods to be transported or conveyed, within or through El Paso County by any means. It is the intent of the Parties that funding from the PPRTA will not be used to substitute for or reduce Colo. Spgs.' funding to the existing transit system, or to substitute for or reduce any Party's funding for maintenance activities.
- 4.1 The Parties agree, as the process for accomplishing the projects and activities funded through the PPRTA, that the PPRTA Board of Directors' primary responsibility will be the management and disbursement of funds generated by the Authority, and the activities that support those functions. The PPRTA Board will determine annual appropriations, and the order in which projects shall be funded, for roadway capital improvements in accordance with the ballot language, and based on recommendations from the Parties. Each city or town shall determine the appropriation amounts for maintenance activities located in their jurisdictions which are funded under this Agreement, and the County shall determine the appropriation amounts for maintenance activities located in the County which are funded under this Agreement. Colo. Spgs. shall determine the appropriation amounts for transit activities which are funded under this Agreement. The PPRTA shall implement the Authority's roadway capital, maintenance, and transit projects through subsequent intergovernmental agreements between PPRTA and the various Parties for the expenditure of Authority funds on behalf of PPRTA. The Parties, in carrying out these intergovernmental agreements, may contract on PPRTA's behalf with other governments or private businesses to expend Authority funds for the purpose of implementing those projects.
- 5.0 **Allocation of Revenues.** The PPRTA shall pay its administrative expenses from the gross revenue generated by the tax authorized under Section 7.2 of this

Agreement. Administrative expenses shall not exceed one percent (1%) of the gross revenue generated. All remaining funds, including earnings generated by such funds, shall be considered net revenue. The net revenue generated by the PPRTA shall be allocated to funding specific projects in the following percentages:

- 5.1 Roadway capital improvements – fifty five percent (55%) of net revenue. Such projects shall be specified on the ballot for voter approval, and the PPRTA shall not expend roadway capital improvement funds on any other projects until the listed projects have been funded. This component shall sunset ten (10) years after the first collection of the one percent (1%) sales tax approved by voters at the general election on November 2, 2004.
 - 5.1.1 Roadway capital improvement funds shall be distributed for specific projects, and only in such amounts that will pay for the entire cost of the specific capital improvement, at such time and in such manner as shall be determined by the Board of Directors of the PPRTA.
 - 5.1.2 Any funds remaining in the roadway capital improvement fund following the sunset of the fund may be used to complete remaining listed roadway capital improvement projects until such funds are depleted or until the Authority is terminated, whichever occurs first.
 - 5.1.3 Any party joining this Agreement after January 1, 2005, is ineligible for roadway capital improvement funding.
- 5.2 Maintenance – thirty five percent (35%) of net revenue. Within this category, 75.4175% of the funds will be allocated to Colo. Spgs. maintenance activities, 1.0407% of the funds will be allocated to Manitou maintenance activities, 0.1615% of the funds will be allocated to GMF maintenance activities, and 23.3803% of the funds will be allocated to County maintenance activities. These percentages shall be adjusted after each decennial census and shall be proportional to the population of the various members of the Authority. PPRTA shall not expend maintenance funds for any other purpose.
 - 5.2.1 The first funds available for use in maintenance activities shall be available on or after April 1, 2005.
 - 5.2.2 Upon acceptance of a new party to this Agreement, the PPRTA shall adjust funding within this category to be proportional to the population of the various members of the authority, using the most recent decennial census. Such adjustment must be completed prior to January 1 of the year following acceptance of a new party to this Agreement.

- 5.2.3 Following the sunset of the roadway capital improvements portion of the PPRTA sales and use tax (as referenced in Section 5.1 of this Agreement), maintenance funding shall be allocated 77.78% of the net revenue, divided in the percentages previously determined.
- 5.3 Transit – ten percent (10%) of net revenue. Transit funds shall only be used to implement Colo. Spgs.-sponsored transit activities. The PPRTA shall not expend transit funds for any other purpose.
- 5.3.1 Transit funding shall be available for use on or after April 1, 2005.
- 5.3.2 Any party joining this Agreement after January 1, 2005, is ineligible for transit funding. However, those parties may receive transit service provided by the City of Colorado Springs.
- 5.3.3 Following the sunset of the roadway capital improvements portion of the PPRTA sales and use tax (as referenced in Section 5.1 of this Agreement), transit funding shall be allocated 22.22% of the net revenue.
- 6.0 **Board of Directors.** There is hereby established a Board of Directors of the PPRTA (hereinafter “PPRTA Board”), in which all legislative and management power of the Authority shall be vested.
- 6.1 The initial PPRTA Board shall consist of three (3) Directors appointed by the County Board, who shall be County Commissioners; three (3) Directors appointed by the Colo. Spgs. Council, who shall be Colo. Spgs. Councilmembers; one (1) Director appointed by the Manitou Council, who shall be a Manitou Councilmember; and one (1) Director appointed by the GMF Council, who shall be a GMF Councilmember. The various boards and councils shall select and appoint their Directors in any lawful manner determined by the respective Board or Council, provided such Director is eligible for appointment under Section 6.3 of this Agreement. The PPRTA Board shall continue to consist of three (3) County Directors, three (3) Colo. Spgs. Directors, one (1) Manitou Director, and one (1) GMF Director until modified by Section 6.2.
- 6.2 Additional Directors of the PPRTA Board shall be appointed by the governing board of any party which joins this Agreement, or if the State of Colorado joins this Agreement, such member shall be appointed by the Governor of the State of Colorado. Any new party or the State of Colorado shall be entitled to appoint one (1) Director to the PPRTA Board upon joining this Agreement. Any director appointed by the State of Colorado shall be a non-voting member.
- 6.3 Any city or town Councilmember or County Commissioner of a party to this Agreement may be appointed by that party’s governing board to the

PPRTA Board. If the State of Colorado becomes a party to this Agreement, the Governor may appoint any elector of the State of Colorado to the PPRTA Board.

- 6.4 All PPRTA Board Directors shall serve without compensation.
- 6.5 The term of office for an individual PPRTA Director shall be one (1) year, and all terms shall commence on January 1 and terminate on December 31 of each calendar year. Any Director appointed by the Governor of the State of Colorado shall serve such term as may be specified by the Governor.
- 6.6 Any Director may be removed from the PPRTA Board by a majority vote of the members of the governing body appointing such Director to the PPRTA Board. Any Director may voluntarily resign from the PPRTA Board.
- 6.7 Any vacancies on the PPRTA Board shall be filled by the appointing body in such manner as they may determine, but in any event, within thirty (30) days of the creation of a vacancy.
- 6.8 Directors shall disqualify themselves from voting on any issue with respect to which the director has a conflict of interest, unless the director has disclosed the conflict of interest in compliance with C.R.S. 18-8-308. Any signatory to this Agreement may name an alternate Director who may vote in place of any disqualified Director.
- 6.9 The PPRTA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:
 - 6.9.1 **Chairperson**, a Director who shall preside over all meetings of the PPRTA Board, may sign all contracts and agreements of the Authority, 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 Authority or by the PPRTA Board.
 - 6.9.2 **Vice-Chairperson**, a Director who shall serve as Chairperson, in his or her absence or during his or her inability to act. The Vice-Chairperson shall have such other duties as may be defined by the Bylaws of the Authority or by the PPRTA Board.
- 6.10 In addition, the PPRTA Board shall appoint a Secretary, who shall keep a written record of the minutes of all meetings, ensure that all notices required by law are duly given, shall serve as the custodian of Authority records, shall attest to documents as the need arises, and shall perform such other functions as may be prescribed by the Bylaws of the Authority or by the PPRTA Board. The Secretary may be an employee of the PPRTA Board, an independent contractor, or a volunteer.

- 6.11 The PPRTA officers shall be elected by a majority vote of all Directors, whether by voice vote or secret ballot, as shall be determined by the Chairperson.
- 6.12 The Chairperson and Vice-Chairperson positions shall not be held by persons appointed by the same governmental body. Only Directors appointed by Colo. Spgs. or the County are eligible for selection as Chairperson or Vice-Chairperson.
- 6.13 The PPRTA Board shall meet no less than twice per calendar year. Meetings will be held at the Pikes Peak Area Council of Governments offices, or such other location as may from time to time be designated by the PPRTA Board. Notice of meetings shall be posted in such place and manner as determined by the Bylaws of the Authority, in accordance with the Colorado Open Meetings Law, C.R.S. 24-6-401 *et seq.*
- 6.14 A majority of the Board of Directors shall constitute a quorum. No official action shall be taken by the PPRTA Board unless a quorum is present at a meeting. Any action taken by the PPRTA Board shall be approved by a simple majority of those Directors present and voting, except as may otherwise be provided for in this Agreement. Any Director appointed by the Governor of the State of Colorado shall not be counted towards quorum requirements and shall not vote on any action.
- 6.15 The PPRTA Board may promulgate policies and procedures that govern its conduct.
- 6.16 The proceedings of the PPRTA Board 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 PPRTA Board in open meetings. The Board shall adopt procedures for calling emergency meetings.
- 6.17 The PPRTA Board shall appoint a citizen advisory or citizen oversight committee and define the duties thereof.
- 6.18 **Board Powers.** The PPRTA Board may exercise the following powers:
- 6.18.1 Adoption of such bylaws as it deems necessary;
 - 6.18.2 Fixing the time and place of meetings and the method of providing notice of such meetings;
 - 6.18.3 Making and passing such orders and resolutions necessary for the government and management of the affairs of the authority and the execution of the authority's powers;
 - 6.18.4 Adoption and use of a seal;
 - 6.18.5 Maintaining offices at such place or places as the PPRTA Board may designate;

- 6.18.6 Contracting for professional services as deemed necessary to administer and implement the purposes of this Agreement;
- 6.18.7 Prescribing methods for auditing and allowing or rejecting claims and demands, or for acquisition of equipment; and
- 6.18.8 Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by this Agreement.

6.19 **Annual Audit.** The PPRTA Board shall provide for an annual financial audit.

7.0 **Powers of Authority.** The PPRTA, acting through its Board of Directors, shall have only the following powers:

- 7.1 To fund roadway capital improvements, maintenance and operations, and transit services within the boundaries of the Authority, as restricted by Section 5 of this Agreement, using funds obtained pursuant to Section 7.2, below, based on annual recommendations from members of each Party to this Agreement, and consistent with Section 5.1 of this Agreement.
- 7.2 Upon approval of a majority of voters residing within the boundaries of the Authority, to levy sales and use taxes at a rate of one percent (1%). Following the sunset of the roadway capital improvements portion of the PPRTA sales and use tax (as referenced in Section 5.1 of this Agreement), the PPRTA shall levy forty five one-hundredths of one percent (0.45%) sales and use taxes, for the purposes of maintenance, operations, and transit.
- 7.3 To invest or deposit any revenue as provided for by C.R.S. 43-4-616.
- 7.4 To sue and to be sued.
- 7.5 To have perpetual existence.
- 7.6 To enter into contracts and agreements affecting the affairs of the Authority.
- 7.7 To fund, construct, operate or maintain rural transportation systems within the Authority's boundaries.
- 7.8 To purchase, trade, exchange, acquire, buy, sell, lease, lease with an option to purchase, dispose of, and encumber real or personal property and any interest therein, including easements and rights-of-way.
- 7.9 To accept real or personal property for the use of the authority and to accept gifts and conveyances upon the terms and conditions as the board may approve.

7.10 To contract with a person or persons to assist the PPRTA Board with administrative, accounting, and financial services which may be required to carry out the duties enumerated in this Agreement, or to contract with any person or persons authorized under Section 6.18.6 of this Agreement. The parties intend for PPRTA to contract with the Pikes Peak Area Council of Governments to provide these administrative and accounting services, as well as a PPRTA Board secretary and a financial officer.

7.11 In no event shall the PPRTA be authorized to exercise the power of eminent domain, issue bonds, impose motor vehicle registration fees, or impose any visitor benefit tax that may otherwise be permitted under law. The PPRTA shall not accept any Highway User Tax Funds from the State of Colorado.

8.0 **Boundaries.** The legal boundaries of the Authority shall be established as follows:

8.1 All unincorporated areas within the boundaries of El Paso County, Colorado;

8.2 The corporate limits of the City of Colorado Springs, as comprised on January 1, 2005, and as may be comprised in the future;

8.3 The corporate limits of the City of Manitou Springs, as comprised on January 1, 2005, and as may be comprised in the future; and

8.4 The corporate limits of the Town of Green Mountain Falls, as comprised on January 1, 2005, and as may be comprised in the future.

8.5 Additional territory shall be included in, or excluded from, the Authority boundaries by following the procedures in Section 12 of this Agreement.

9.0 **Effective Date.** This Intergovernmental Agreement shall become effective upon certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to C.R.S. §43-4-603(1), but only upon the approval of a majority of the voters residing in unincorporated El Paso County, Colorado, the City of Colorado Springs, the City of Manitou Springs, and the Town of Green Mountain Falls, at the general election to be held on November 2, 2004. The Agreement shall continue in full force and effect until terminated.

9.1 The Agreement may be terminated only upon the unanimous agreement of the Parties. Such agreement shall be expressed by vote of the governing bodies of every signatory to the Agreement. Such vote must be approved by unanimous consent of the membership of each governing body. The Authority shall continue for a period of ninety (90) days following the final vote to terminate the Agreement, at which time the Authority and the Agreement shall be terminated.

10.0 Disposition of Assets Upon Termination. The State of Colorado is ineligible for any distribution of property under this Section. Upon any termination of the Authority pursuant to Section 9, the following method shall be used to distribute, dispose of, or divide the assets of the Authority:

10.1 Any real property interest or fixtures to real property shall become the property of the signatory in whose jurisdiction such real estate or fixture is located. If property is located within a jurisdiction that is no longer a party to the Agreement, it shall become the property of County.

10.2 Any personal property shall be liquidated at auction, and the proceeds from such sale shall be combined with any cash in the Authority's accounts. Such funds shall be divided among the signatories to the Agreement based upon the number of persons residing in the jurisdiction of each signatory, relative to the total number of persons residing in the Authority's boundaries, expressed as a percentage.

10.3 Any other property not addressed above shall be distributed to one or more signatories to the Agreement, as determined by the PPRTA Board members prior to termination of the Authority.

11.0 Amendment of Agreement. This Intergovernmental Agreement may be amended upon the unanimous consent of all signatories. Such consent shall be manifested by a two-thirds affirmative vote of the membership of each governing body of a signatory. This section is inapplicable to additions or deletions of territory under Section 12 of the Agreement. Section 9.1 of this Agreement may only be amended by a unanimous vote of the membership of each governing body of a signatory.

12.0 Addition or Deletion of Parties and Territory to this Intergovernmental Agreement.

12.1 Any municipality (as defined by C.R.S. 31-1-101(6)), or any county organized under the laws of the State of Colorado, may request to become a party to this Agreement and a member of the Authority.

12.2 An entity described in Section 12.1 may request to be added as a party to this Agreement, and its corporate boundaries to be added to the territory of the PPRTA, upon a majority vote by the governing body of such municipality or county. The governing body shall place the matter on the ballot for approval of a majority of voters residing in such jurisdiction at any general or special election requesting approval to join the Authority.

12.3 In no event shall an additional municipality or county become a party to this Agreement without the unanimous consent of the existing parties to the Agreement. Such assent shall be determined by a majority vote of the governing bodies of each existing party to the Agreement.

- 12.4 Any party to the Agreement may terminate their participation in the Authority by passage of a resolution of the governing body of the political subdivision, provided such resolution is passed by a two-thirds majority of the membership of the governing body.**
- 12.4.1 In no event may a party withdraw from the Agreement which, if such withdrawal were effective, would result in fewer members than one (1) county and one (1) municipality, two (2) municipalities, or two (2) counties. In such cases, termination of the Authority is appropriate and must be pursued as provided for in this Agreement.**
- 12.5 The PPRTA Board shall take the following actions to include parties and additional territory within the PPRTA, or prior to deleting any party and territory from the PPRTA:**
- 12.5.1 Notice of the proposed inclusion or exclusion shall be published in a newspaper of general circulation within the PPRTA boundaries. Such notice shall be mailed to the State of Colorado Department of Local Affairs, Division of Local Government; to the Colorado Transportation Commission; and to the owners of all property to be included or excluded at the last-known address described for the owners in the real estate records of the county in which the property is located.**
- 12.5.2 Such notice shall describe the property to be included or excluded, shall specify the date, time, and place at which the PPRTA Board shall hold a public hearing on the proposed inclusion or exclusion, and shall state that persons objecting to the inclusion or exclusion may appear at the public hearing to object to the proposed inclusion or exclusion. The date of public hearing shall not be less than twenty (20) days after the mailing and publication of the notice.**
- 12.5.3 The PPRTA Board shall, on the date and at the time specified, hear all objections to the proposed inclusion or exclusion.**
- 12.5.4 The PPRTA Board may adopt a resolution including or excluding the described property upon the affirmative vote of two-thirds of the PPRTA Directors, and such inclusion or exclusion shall be effective upon passage of the resolution. The PPRTA Board shall file the resolution with the Director of the State of Colorado Department of Local Affairs, Division of Local Government.**
- 12.5.5 The PPRTA Board may adjust the territory of the Authority as listed in this Section 8 following approval under this Section as a ministerial act, and such act shall not constitute an amendment of this Agreement under Section 11.**

12.6 Inclusion or exclusion of parties and territory shall be effective on January 1 of the year following the filing of a resolution required by Section 12.5.4 of this Agreement.

WITNESS the signatures of the authorized representatives to the Parties to this Agreement, as set forth below:

EL PASO COUNTY, COLORADO

CITY OF COLORADO SPRINGS

Chuck Brown
Chuck Brown, Chairman
Board of County Commissioners
Date: 8/26/04

Lionel Rivera
Lionel Rivera, Mayor
City Council
Date: 8-26-04

CITY OF MANITOU SPRINGS

TOWN OF GREEN MOUNTAIN FALLS

Marcy Morrison
Marcy Morrison, Mayor
City Council
Date: 8/26/04

Tyler S.C. Stevens, Mayor
Town Council
Date: 8/26/04

ATTESTED TO:

Robert C. Bahr
El Paso County Clerk and Recorder

Andy D. Conway
Colorado Springs City Clerk (Deputy)

Janie Nuci
Manitou Springs City Clerk (Deputy)

Chris Fardina
Green Mountain Falls Town Clerk

APPROVED AS TO FORM:

[Signature]
El Paso County Attorney

[Signature]
Colorado Springs City Attorney

[Signature]
Manitou Springs City Attorney

[Signature]
Green Mountain Falls Town Attorney