

ORDINANCE

AN ORDINANCE ENACTING A NEW CHAPTER 2.61 MANITOU SPRINGS METROPOLITAN DISTRICT IN THE CITY OF MANITOU SPRINGS MUNICIPAL CODE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND THE MANITOU SPRINGS METROPOLITAN DISTRICT

WHEREAS, Chapter 13.8 of the City of Manitou Springs Charter authorizes the City Council to enact ordinances authorizing intergovernmental agreements;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANITOU SPRINGS, COLORADO, THAT:

SECTION 1: NEW CHAPTER: There is hereby enacted a new Chapter 2.61 of the City of Manitou Springs Municipal Code.

SECTION 2: TITLE: MANITOU SPRINGS METROPOLITAN DISTRICT: Having been organized at an election held on July 11, 1989, the Manitou Springs Metropolitan District is hereby acknowledged as a quasi-municipal entity with which the City is authorized to enter into an intergovernmental agreement and does so as follows.

SECTION 3: GENERAL PROVISIONS: The ratification of this agreement shall be authorized upon order of the Board of Directors of the District and upon enactment of this ordinance.

SECTION 4: SHARING PERSONNEL SERVICES: The City agrees to make available to the District, the services of the Chief Administrative Officer, the City Attorney, the City Auditor, the City Risk Manager, the Deputy Finance Director, the Police Chief, the Fire Chief, the Superintendents of the Streets and Parks Departments, the City Planning Director and clerical staff on an as-needed basis and when the primary responsibilities of each will not be adversely impacted while in service to the District.

The District agrees that fifty percent of the salary and benefits paid to personnel in service to the District for the first twenty hours of total service per month shall be reimbursed to the City prior to the close of the fiscal year in which the services are furnished. Service hours in excess of twenty hours per month shall be reimbursed at one hundred percent. Unused service hour credits in any one month shall not be used as credits applied to service hours in excess of twenty in any other month.

The District agrees that when services are provided by personnel employed by the City, said services shall be quantified in terms of hourly values that will include salary and personnel benefits.

Should the District find it necessary, the City agrees to employ, equip, train and supervise personnel required to operate parking facilities owned and/or leased by the District and the District agrees to reimburse the City in full for payments of salary and benefits to said personnel.

SECTION 5: SHARING BUILDINGS AND EQUIPMENT: The City agrees to make available to the District the use of space and equipment in City Hall for meetings and other business of the District on an as-needed basis at no charge to the District.

The City agrees to provide personnel, vehicles and equipment to perform such functions as sweeping, patching, plowing and striping paved areas, litter control, etc., and the District agrees to pay for these services in accordance with Section 3.

SECTION 6: UTILITIES ACCOUNTS: The City agrees to include payment of the District's utilities accounts within the framework of the Parks Department budget with an annual expenditure limit of three hundred dollars. For the purpose of this section, trash collection is considered a utility. This allowance does not include buildings used for purposes other than parking lot operations.

SECTION 7: SUPPLIES AND EQUIPMENT: The City agrees to act as purchasing agent for the District to purchase supplies and equipment such as office supplies, postage, printing, copier expenses, paint, bituminals, gravel, stone, flowers, seed, shrubs, fencing, brooms, shovels, rakes, hose, etc., the actual cost of which shall be reimbursed to the City in full.

SECTION 8: OPERATIONS OF CITY PARKING LOT: The City agrees to lease its Canon Avenue parking lot to the District for one dollar a year and the District agrees to operate the lot and keep it in a good state of maintenance.

The City agrees the the District shall be entitled to all revenues derived from operation of the lot.

The City agrees to pay on street parking enforcement operational expenses from its General Fund through the Police Department budget for the period of Memorial Day through Labor Day. This is an expense that has been previously funded through collection of fees at the Canon Avenue lot.

The District agrees to consult the Mayor and City Council in establishing parking fees for the general public.

SECTION 9: TERMINATION OF AGREEMENT: The Agreement shall be in full force and effect upon the execution of the Agreement by both parties listed therein, and shall continue in full force and effect, subject to amendments, or until sooner terminated by either of the parties therein.

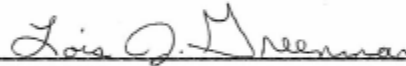
Either party's participation in the Agreement may be terminated by written notice to the other party at least one hundred eighty (180) days prior to January 1 of any given year.

SECTION 10: AMENDMENT: The Agreement may be amended by the parties from time to time, but any amendment shall be in writing and executed by the City and the District.

SECTION 11: SEVERABILITY CLAUSE: If any provision of the Agreement or the application thereof to any party or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of the Agreement shall be declared to be severable.

SECTION 12: This ordinance shall be in full force and effect from and after five (5) days of its final passage and publication as provided by law.

PASSED ON FIRST READING AND ORDERED PUBLISHED THIS 1ST DAY OF AUGUST, 1989.




CITY CLERK

PUBLISHED AUGUST 4, 1989
THE PIKES PEAK JOURNAL

PASSED ON SECOND READING AND ADOPTED BY THE CITY COUNCIL THIS 15TH DAY OF AUGUST, 1989.

APPROVED:


MAYOR AND CITY COUNCIL

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED FOR COUNCIL ACTION:


CHIEF ADMINISTRATIVE OFFICER

PUBLISHED AUGUST 18, 1989
THE PIKES PEAK JOURNAL

COUNCIL BILL NO. 1289

RESOLUTION NO. 1189

RESOLUTION

A RESOLUTION APPROVING THE SERVICE PLAN OF THE PROPOSED MANITOU SPRINGS METROPOLITAN DISTRICT.

WHEREAS, the, organizers of the proposed Metropolitan District have presented the proposed Service Plan to the Manitou Springs City Council for approval, disapproval, or approval with conditions, and

WHEREAS, all of said proposed district is within the City of Manitou Springs, and

WHEREAS, the Council received comments from the public hearing held by this Council concerning said Service Plan on March 7, 1989, and

WHEREAS, at said public hearing this Council made the following findings:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the proposed special district.


2. The existing service in the area to be served by the proposed special district is inadequate for present and projected needs.

3. The proposed special district is capable of providing economical and sufficient service to the area within its proposed boundaries.

4. The proposed district will have the financial ability to discharge its proposed indebtedness on a reasonable basis.

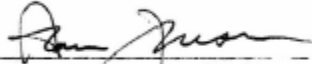
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MANITOU SPRINGS, COLORADO, THAT THE SERVICE PLAN OF THE PROPOSED METROPOLITAN DISTRICT BE AND IT IS HEREBY, APPROVED.

PASSED AND APPROVED: MARCH 7, 1989


MAYOR AND CITY COUNCIL

ATTEST: 
CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

APPROVED FOR COUNCIL ACTION:


CITY ADMINISTRATOR