Fourth Amended and Restated Intergovernmental Agreement Among El Paso County, Colorado, The City of Colorado Springs, The City of Manitou Springs, The Town of Green Mountain Falls, and The Town of Ramah Regarding 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. The Town of Ramah (hereinafter "Ramah") is a duly organized statutory town and political subdivision of the State of Colorado.

F. County, Colo. Spgs., Manitou, GMF, Ramah, and any other party that is added to this Agreement on or after January 1, 2022 may be referred to collectively in this Agreement as "Parties" or individually as a "Party."

G. The Parties desire to improve funding for expansion and maintenance of regional transportation and transit systems within their jurisdictions, and desire to engage in these activities in a cooperative and comprehensive manner.

H. Whereas, in 2004, 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 Board of Trustees of the Town of Green Mountain Falls (hereinafter "GMF Trustees") mutually determined that the creation of a Rural Transportation Authority, authorized pursuant to Sections 43-4-601 *et seq.*, C.R.S., would be the most effective method of accomplishing the desires of the Parties as reflected in this Agreement.

I. Whereas, the County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees entered into an Intergovernmental Agreement for Creation of the Pikes Peak Rural Transportation Authority dated August 26, 2004.

J. Whereas, effective January 1, 2009, Ramah was added as a Party to this Agreement and the territory within its boundaries was included into the Pikes Peak Rural Transportation Authority.

K. Whereas, the Parties have concluded that it is in the best interest of the Parties and the public to amend the Agreement to reflect current circumstances and needs of the citizens of the Parties.

THEREFORE, be it resolved by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Board of Trustees of the Town of Ramah (hereinafter "Ramah Trustees") 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 Sections 43-4-601 *et seq.*, C.R.S.

2.0 **Creation, Name of Authority, and Members.** The County Board, the Colo. Spgs. Council, the Manitou Council, and the GMF Trustees, established a rural transportation authority pursuant to Section 43-4-603(1), C.R.S. and upon approval of a majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF at the general election held on November 2, 2004, established the Pikes Peak Rural Transportation Authority (A Regional Transportation Authority) (hereinafter the "Authority"). Effective January 1, 2009, the territory within Ramah was included into the boundaries of the Authority and Ramah became a member of the Authority and Party to this Agreement.

3.0 **Political Subdivision.** The Authority is a separate political subdivision and body corporate of the State of Colorado, and possesses 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 the Authority.** The purpose and activities of the Authority shall be limited to the funding of transportation 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 Authority 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 though the Authority, that the Authority Board of

Directors' (hereinafter "PPRTA Board") 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 transportation capital improvements, in accordance with the applicable ballot language, November 2, 2004 or November 6, 2012, as amended by the November 7, 2017 ballot language, and based on recommendations from the Parties. Each Party shall determine the appropriation amounts for maintenance activities which are funded under this Agreement located within its boundaries (which for purposes of the County shall be all unincorporated areas of the County). Colo. Spgs. shall determine the appropriation amounts for transit activities which are funded under this Agreement. The Authority shall implement the Authority's transportation capital, maintenance, and transit projects through subsequent intergovernmental agreements between the Authority and the various Parties for the expenditure of Authority funds on behalf of the Authority. The Parties, in carrying out these intergovernmental agreements, may contract on the Authority'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 Authority 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 Authority shall be allocated to funding specific projects in the following percentages:

5.1 Transportation capital improvements - fifty five percent (55%) of net revenue. Such projects are specified in the applicable ballot language and the Authority shall not expend transportation capital improvement funds except in accordance with the applicable ballot language. This component was originally set to 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 (on December 31, 2014), but was extended for an additional ten (10) years by approval of the voters at the general election on November 6, 2012 (to sunset December 31, 2024), and amended by approval of the voters at the general election on November 7, 2017.

5.1.1 Transportation capital improvement funds shall be distributed for the projects specified in the applicable ballot language and only in such amounts that will fund the entire Authority cost of each project, at such time and in such manner as shall be determined by the PPRTA Board. Upon completion of the projects on the "A" list of the applicable ballot question, and in order to ensure each and every member will receive their proportionate share of funds received,

allocation of funding in each calendar year for projects on the "B" list of the applicable ballot question shall be proportional to the population of the various members of the Authority. These transportation capital improvement funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available.

5.1.2 Any funds from tax revenues generated before January 1, 2015 and remaining in the transportation capital improvement fund after December 31, 2014 shall be used to complete remaining listed transportation capital improvement projects from the November 2, 2004 ballot language until such funds are depleted or until the Authority is terminated, whichever occurs first. Any funds generated after December 31, 2014 and remaining in the transportation capital improvement fund after December 31, 2024 shall be used to complete remaining listed transportation capital improvement projects from the November 6, 2012 ballot language as amended by the November 7, 2017 ballot language 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 transportation capital improvement funding as authorized by the November 2, 2004 ballot language. Any Party joining this Agreement after January 1, 2013, is ineligible for transportation capital improvement funding as authorized by the November 6, 2012 ballot language.

5.2 Maintenance - thirty five percent (35%) of net revenue. Within this category, the funds will be allocated to each Party based on the most recent decennial Federal Census. These maintenance funding percentages shall be adjusted after each decennial Federal Census, effective January 1st of the year after the results of each decennial Federal Census are made available, and shall be proportional to the population of the various members of the Authority. The Authority 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 Authority shall adjust funding within this category to be proportional to the population of the various members of the Authority, using the most recent decennial Federal Census. Such adjustment must be

completed prior to January 1st of the year following acceptance of a new Party to this Agreement.

5.2.3 Following the sunset of the transportation capital improvements portion of the Authority 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 Authority 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 Colo. Spgs.

5.3.3 Following the sunset of the transportation capital improvements portion of the Authority 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.** The PPRTA Board is vested with all legislative and management power of the Authority.

6.1 The 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; one (1) Director appointed by the GMF Trustees, who shall be a Board member/Trustee; and one (1) Director appointed by the Ramah Trustees, who shall be a Board member/Trustee. 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, one (1) GMF Director, and one (1) Ramah Director until modified as provided in Section 6.2.

6.2 Additional Directors of the PPRTA Board shall be appointed by the governing body 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 Councilmember, County Commissioner, or Town Board member/Trustee of a Party may be appointed by that Party's governing board to the PPRTA Board. If the State of Colorado becomes a Party, the Governor may appoint any elector of the State of Colorado to the PPRTA Board.

6.4 All Authority Directors shall serve without compensation.

6.5 The term of office for an individual Authority Director shall be one (1) year, and all terms shall commence on January 1st and terminate on December 31st 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 it may determine, provided such Director is eligible for appointment under Section 6.3 of this Agreement, but in any event, within thirty (30) days of the creation of a vacancy.

6.8 A Director shall disqualify himself or herself 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 Section 18-8-308, C.R.S.

6.9 Any Party may name an alternate Director who may vote in place of any absent or disqualified Director.

6.10 The PPRTA Board shall elect the following officers upon its formation, and thereafter at its first meeting of each calendar year:

6.10.1 **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.

6.10.2 **Vice-Chairperson,** a Director who shall serve as Chairperson, in the Chairperson's absence or during the Chairperson's 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.

6.11 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.

6.12 The Authority officers shall be elected by a majority vote of all Directors.

6.13 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.

6.14 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, Sections 24-6-401 *et seq.*, C.R.S.

6.15 A majority of the PPRTA Board 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 the total number of votes assigned to those Directors present and voting, except as may otherwise be provided for in this Agreement. Directors appointed by the County Board and the Colo. Spgs. Council shall each be assigned one (1) vote. Directors appointed by the Manitou Council, the GMF Trustees, the Ramah Trustees, and any governing body of a Party joining on or after January 1, 2022 shall each be assigned a vote calculated as follows: three (3) divided by the current number of Parties to the Agreement other than the County and Colo. Spgs. By way of example, as of January 1, 2021 this formula would yield 3 / 3 = 1 vote each. If one additional Party joins this Agreement this formula would yield 3 / 4 = 0.75 vote each. 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.

6.16 The PPRTA Board may promulgate policies and procedures that govern its conduct.

6.17 The proceedings of the PPRTA Board shall comply with all provisions of the Colorado Open Meetings Law, Sections 24-6-401 *et seq.*, C.R.S., and shall provide opportunities for public input by, at minimum, permitting the public to address the PPRTA Board in open meetings. The PPRTA Board shall adopt procedures for calling emergency meetings.

6.18 The PPRTA Board shall appoint a citizen advisory or citizen oversight committee and define the duties thereof.

6.19 **Board Powers.** The PPRTA Board may exercise the following powers:

6.19.1 Adoption of such bylaws as it deems necessary;

6.19.2 Fixing the time and place of meetings and the method of providing notice of such meetings;

6.19.3 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;

6.19.4 Adoption and use of a seal;

6.19.5 Maintaining offices at such place or places as the PPRTA Board may designate;

6.19.6 Contracting for professional services as deemed necessary to administer and implement the purposes of this Agreement;

6.19.7 Prescribing methods for auditing and allowing or rejecting claims and demands, or for acquisition of equipment; and

6.19.8 Exercising all rights and powers necessary or incidental to or implied from the specific powers granted by this Agreement.

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

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

7.1 To fund transportation 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 the Parties, and consistent with Section 5.1 of this Agreement;

7.2 In accordance with the approval of a majority of voters residing within the boundaries of the Authority on November 2, 2004 and November 6, 2012, to levy sales and use taxes at a rate of one percent (1%). Following the sunset of the capital transportation improvement portion of the Authority sales and use tax (as referenced in Section 5.1 of this Agreement), the Authority 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 Section 43-4-616, C.R.S.;

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 (now regional 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 PPRTA 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 6.19.6 of this Agreement. The Parties intend for the Authority 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; and

7.11 In no event shall the Authority 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 Authority shall not accept any Highway User Tax Funds from the State of Colorado.

8.0 **Boundaries.** The legal boundaries of the Authority are 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;

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 The corporate limits of the Town of Ramah, as comprised on January 1, 2009, and as may be comprised in the future; and

8.7 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 Agreement first became effective upon certification by the State of Colorado Department of Local Affairs, Division of Local Government pursuant to Section 43-4-603(1), C.R.S., after the approval of the majority of the voters residing in the County, Colo. Spgs., Manitou, and GMF, at the general election held on November 2, 2004. The First Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 6, 2012 election. The Second Amended and Restated Intergovernmental Agreement became effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees and passage of the ballot measure certified by the PPRTA Board for the November 7, 2017 election. The Third Amended and Restated Intergovernmental Agreement shall become effective upon approval and execution by the County Board, the Colo. Spgs. Council, the Manitou Council, the GMF Trustees, and the Ramah Trustees. 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 Party 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 the 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 Parties to the Agreement based upon the number of persons residing in the jurisdiction of each Party, 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 Parties to the Agreement, as determined by the PPRTA Board members prior to termination of the Authority.

11.0 **Amendment of Agreement.** This Agreement may be amended upon the unanimous consent of all Parties. Such consent shall be manifested by a two-thirds affirmative vote of the membership of the governing body of each Party. 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 the governing body of each Party.

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

12.1 Any municipality (as defined by Section 31-1-101(6), C.R.S.), 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 Authority, 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. Such assent shall be determined by a majority vote of the governing bodies of each existing Party.

12.4 Any Party may terminate its 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 Authority, or prior to deleting any Party and territory from the Authority:

12.5.1 Notice of the proposed inclusion or exclusion shall be published in a newspaper of general circulation within the Authority 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 total number of votes assigned to the Directors (i.e. upon six (6) affirmative votes. 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 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 1st of the year following the passage and filing of a resolution as 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

Stan VanderWerf, Chair
Board of County Commissioners
Date: 11/9/2021

CITY OF COLORADO SPRINGS

John W. Suthers, Mayor

Date: _____

CITY OF MANITOU SPRINGS

John Graham, Mayor
Date: _____

TOWN OF GREEN MOUNTAIN FALLS

Jane Newberry, Mayor
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED BY:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Ramah Town Clerk

APPROVED AS TO FORM:

Lori L. Seago
El Paso County Attorney

Colorado Springs City Attorney

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Ramah Town Attorney

12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as 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

Stan VanderWerf, Chair
Board of County Commissioners
Date: _____

CITY OF COLORADO SPRINGS

John W. Suthers, Mayor
Date: 11/2/2021

CITY OF MANITOU SPRINGS

John Graham, Mayor
Date: _____

TOWN OF GREEN MOUNTAIN FALLS

Jane Newberry, Mayor
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Ramah Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Ramah Town Attorney

12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as 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

Stan VanderWerf, Chair
Board of County Commissioners
Date: _____

CITY OF COLORADO SPRINGS

John W. Suthers, Mayor

Date: _____

CITY OF MANITOU SPRINGS

John Graham, Mayor
Date: NOV. 17, 2021

TOWN OF GREEN MOUNTAIN FALLS

Jane Newberry, Mayor
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Ramah Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Ramah Town Attorney

12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as 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

Stan VanderWerf, Chair
Board of County Commissioners
Date: _____

CITY OF COLORADO SPRINGS

John W. Suthers, Mayor

Date: _____

CITY OF MANITOU SPRINGS

John Graham, Mayor
Date: _____

TOWN OF GREEN MOUNTAIN FALLS

Jane Newberry
Date: 11/16/21

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: _____

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Angie Sprang 12.10.21
Green Mountain Falls Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Jeff Parker

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Jeff Parker

Ramah Town Attorney

12.6 Inclusion or exclusion of Parties and territory shall be effective on January 1st of the year following the passage and filing of a resolution as 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

Stan VanderWerf, Chair
Board of County Commissioners
Date: _____

CITY OF COLORADO SPRINGS

John W. Suthers, Mayor

Date: _____

CITY OF MANITOU SPRINGS

John Graham, Mayor
Date: _____

TOWN OF GREEN MOUNTAIN FALLS

Jane Newberry, Mayor
Date: _____

TOWN OF RAMAH

Dennis Carpenter, Mayor
Date: 11-10-21

ATTESTED TO:

El Paso County Clerk and Recorder

Colorado Springs City Clerk

Manitou Springs City Clerk

Green Mountain Falls Town Clerk

Cindy Tompkins
Ramah Town Clerk

APPROVED AS TO FORM:

El Paso County Attorney

Colorado Springs City Attorney

Jeff Parker

Manitou Springs City Attorney

Green Mountain Falls Town Attorney

Jeff Parker

Ramah Town Attorney