



**CITY COUNCIL AGENDA  
APRIL 12, 2016 – 6:00 P.M.  
116 SOUTH MAIN STREET**

**All Times Listed are Estimates. At the Discretion of the Mayor and  
Council Times May be Adjusted.**

**AMENDED**

- 1) **Call to Order**
- 2) **Pledge of Allegiance**
- 3) **Roll Call**
- 4) (A) **Presentations:**
  - CML Presentation from Sam Mamet, Executive Director
  - Release of Olde Town and Interstate Gateway Design Aesthetic Consultant Request For Qualifications (RFQ)
  - Proclamation Declaring April 10-14, 2016 as “National Public Safety Telecommunications Week”
  - Proclamation Declaring the Week of April 10-16, 2016 as “Volunteer Appreciation Week”
- 4) (B) **Board/Commission/Committee Appointments**

Appoint an Interim Representative to the Fountain Creek Watershed District. (Mike Fink)
- 5) **City Council Agenda Requests and Announcements**
- 6) **Public to be Heard**

Citizens may address the Council on items that are not on the agenda. Please sign up with the City Clerk prior to the meeting. Council may not be able to provide an immediate answer, but will direct staff to follow-up. Out of respect for the Council and others in attendance, please limit your comments to three (3) minutes or less.
- 7) **Consent Agenda**

Note: All items listed under the Consent Agenda are considered to be routine and will be approved with one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which case the item may be removed from the Consent Agenda and considered separately, at the discretion of Council. **(Est. time-3 min)**

- A. Approval of the March 29, 2016 City Council Meeting Minutes
- B. Approve the Construction Contract Award for the 101 North Main Street Alleyway Rehabilitation Project to Blue Ridge Construction Company, Inc., of Colorado Springs, in the Amount Not to Exceed \$89,750.00.
- C. Approval of Asset Management Work Order Software Procurement, Implementation, Integration & Maintenance.
- D. Approve and Award the Design Contract for the Link/Southwest Interconnect Water Project to Obering, Wurth & Associates, of Colorado Springs, in the Amount Not to Exceed \$72,000.00.
- E. Resolution No. 16-011, A Resolution Directing The Mayor To Petition The Fountain Sanitation District To Include Land Owned By The City Within The Boundaries Of The District
- F. Transfer of Ownership of a Retail Liquor Store License for Fountain Discount Liquor, from Liquor City Fountain LLC, To Yasir Khan. Located at 7070 S US Hwy 85/87
- G. Set a Public Hearing Date to consider the Request of an Application for a Special Events Liquor Permit for American Legion Post #38
- H. **Authorize Staff To Proceed With Contract For The Lorraine Site Salt-Sand Storage Building Concrete Work Estimated at \$228,570.00**

**8) Old Business**

- A. Second Reading of Ordinance No. 1670, An Ordinance Amending Section 17.392 (Recreational Vehicles, Campers, Motor Homes, Trailers or Similar Vehicles) of Chapter 17.39 (Supplemental Standards) of Article III (General Regulations and Development Standards) of Title 17 (Zoning) of the Fountain Municipal Code Relating to Using a Recreational Vehicle as a Temporary Dwelling unit. (Est time 15 Min)(Juan Flores/Kristy Martinez)
- B. Second Reading of Ordinance No. 1671, An Ordinance Amending Table 17.393-1 (Temporary Uses) of Section 17.393 (Temporary Uses) of Chapter 17.39 (Supplemental Standards) of Article III (General Regulations and Development Standards) of Title 17 (Zoning) of the Fountain Municipal Code, Relating to the Temporary Retail Sales of Fireworks (Est. time 10 min) (Kristy Martinez)

**9) New Business**

- A. Consideration of Items Removed from the Consent Agenda (Est. Time 5 Min)
- B. Request for Approval of a Park Permit and Sponsorship Request for Lonely Knights Car Club (Est. Time 5 Min.)(Silvia Huffman)
- C. **Public Hearing** and Resolution 16-012, A Resolution Approving a Conditional Use to Allow Business Offices and a Public Utility Storage Facility in the Residential Mixed Use (RMU) District for the City of Fountain Under Contract with Fountain-Fort Carson School District No. 8, for Property Generally Located at 301 East Iowa Avenue, and Hereinafter Described in Exhibit A (Est. Time 25 min.)(Kristy Martinez)
- D. Approval of A Neighborhood Services Division (Est. Time 10 Min.)(Luchia Tingley)
- E. Resolution No. 16-013, A Resolution Approving A Scholarship Program For Youth Recreation Programs (Est. Time 5 min)(Silvia Huffman)
- F. Resolution No. 16-014, A Resolution of The City Of Fountain, Colorado, Approving A 2016 Intergovernmental Agreement With El Paso County For The Creation Of An Emergency Communications Center. Est. Time 15 Min.)(Scott Trainor)

**10) Correspondence, Comments and Ex-Officio Reports**

**11) Announcement of Executive Sessions**

In accordance with the City Charter and the Colorado Open Meetings Act, the City Council open session is to determine whether it will hold a Closed Executive Session. A Closed Executive Session may be held upon an affirmative vote of two-thirds of the quorum present. If consent to the closed Executive Session is not given, the items may be discussed in open session or withdrawn from consideration.

1. Executive Session pursuant to C.R.S. section 24-6-402(4) for the purpose of review, approval, and amendment of executive session minutes

2. Executive Session pursuant to C.R.S. section 24-6-402(4)(e) for the purpose of determining positions relative to matter that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators (Kimberly Bailey)

**12) Adjourn**

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

**NEXT REGULAR COUNCIL MEETING  
APRIL 26, 2016**

Posting Date:



# Regular City Council Meeting

**Consent-7H**

*April 12, 2016*

### Summary Information

**Title:** Authorize Staff To Proceed With Contract For The Lorraine Site Salt-Sand Storage Building Concrete Work Estimated at \$228,570.00

**Initiator (Type Name and Initial):** Public Works Director

**Presenter:** Duane Greenwood, Public Works Director

**Legal Review:**  Yes  No

Council Action

Council Information

Report to Council

**Summary Overview and List of Attachments:**

The purpose of this action item is for the City Council to review/authorize staff to proceed with the Lorraine Site Salt-Sand Storage Building foundation/wall/slab construction.

**Attachments:** Salt-Sand Storage Building Design Detail & Concrete Experts Quote #41753

### Background Information

City Council recently approved an IGA with Fountain Fort Carson School District 8 to exchange the City Alabama Avenue Maintenance Facility for the Lorraine School Site. The City Engineer has investigated numerous options to determine that the most economical way to replace the existing Alabama Avenue Salt-Sand Storage Building (50'W x 50'L with 12' H Concrete Walls having a capacity of 30,000 cubic feet).

Initially staff desired to construct a slightly larger storage building (50'W x 80'L with 10' H Concrete Walls having a capacity of 40,000 cubic feet) to accommodate future City growth. However, the cost estimate for the larger storage building (\$263,419) exceeded budget constraints and thus jeopardized plans to also construct a needed vehicle/equipment wash bay building. As such staff has elected to move forward with construction of a shorter length (50'W x 60'L) salt-sand storage building with 10-foot height concrete walls having the same storage capacity as the existing Alabama Avenue building. This new storage building will thus also utilize a shorter length arch steel roof than was authorized for purchase at the prior City Council meeting.

The savings in a reduced Salt-Sand Storage building size will be allocated towards the needed wash bay building. The cost for the salt-sand storage concrete structure still exceeds the City Manager authorized purchase limits without specific City Council expenditure approval.

Following is the specific purchase/contract item requested for City Council approval at this time:

<b>Concrete Experts, LLC</b> Salt-Sand Storage Building Concrete Foundation/Wall/Slab Estimate # 41753	<b>\$228,570.00</b>
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### Recommendation

Staff recommends that City Council authorize the requested Lorraine Site Salt-Sand Storage Building concrete foundation/wall/slab contract expenditure estimated at \$228,570.00

*Proposed Motion*

"I recommend City Council authorize staff to proceed with requested Lorraine Site Salt-Sand Storage Building concrete foundation/wall/slab contract expenditure estimated at \$228,570.00.

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CM Review

**Concrete Experts, LLC.**  
*"Where Quality Comes First"*  
 Office: 719-382-5777  
 Fax: 719-382-7013  
 Info@concreteexpertslc.net  
 www.concreteexpertslc.net  
 1180 Valley St.  
 Colorado Springs, CO 80915



# Estimate

Date	Estimate #
4/5/2016	41753

Name / Address
City of Fountain 116 S. Main St. Fountain, CO 80817

Project Address
City of Fountain Public Works 301 E Iowa Ave Fountain, Colorado 80817

P.O.	Project Name	Payment Terms
	Salt Storage Bldg	NET 30

Description	Qty	Unit	Rate	Total
SALT STORAGE BUILDING CONCRETE FOUNDATION AND SLAB ON GRADE INSTALL (Footer/Wall/Slab/Grade Beam)(51' 3.75" x 60'): Includes pump placement. Includes spread footers 11' x 16", foundation wall 12' tall x 12" thick, grade beam 3' x 18", and 7" SOG. Includes-fine grading +/-0.1', underslab vapor barrier, rebar reinforcement per plan - EPOXY COATED, grade beam at building entrance, (3) buttress walls , form, pour, and finish. 5,000 p.s.i. concrete with fibermesh added for SOG only.. Excludes-permits, waterproofing, insulating, excavation, demo of existing, backfill, surveying, traffic control, landscape/irrigation/utility restoration or adjustments, perimeter drain, dewatering, embeds, joint sealant. Minimum of 2' work area around footing/wall per 4' high total height.	1	LS	207,940.00	207,940.00
7" CONCRETE PAD INSTALL: Includes-fine grading, recompaction, form, pour, finish, and cure. 5,000 p.s.i. concrete with fibermesh. Includes 12" thickened edge around perimeter. Excludes-permits, cold weather protection, over-excavation, demo of existing, backfill/shouldering, surveying, traffic control, landscape/irrigation/utility restoration or adjustments, reinforcement unless noted otherwise above, testing, and certified payroll.	400	SF	10.95	4,380.00
EXCAVATION/BACKFILL FOR FOUNDATION WORK: Excavation of existing materials to bottom of footing, recompaction, backfill upon completion, import and compaction of 4" ABC for slab, and rough grade for perimeter. Includes onsite haul-off of excavated materials. Excludes tree/root removal, demo of existing, surveying, landscape/irrigation/utility restoration or adjustments, dewatering, over-excavation or soft spots repair, import/export of materials, certified payroll, and testing.	1	LS	16,250.00	16,250.00
INCLUSIONS: anything mentioned above as an inclusion, rough grading, over-excavation, supply and install of road base, fine grading, backfill/shouldering, compaction, reinforcement, form, pour, finish, and cure. 5,000 p.s.i. concrete with no additives.				
Thank you for the opportunity to earn your business!	<b>Total</b>			

Acceptance Signature/Date

**Concrete Experts, L.L.C.**  
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Project Address
City of Fountain Public Works 301 E Iowa Ave Fountain, Colorado 80817

P.O.	Project Name	Payment Terms
	Salt Storage Bldg	NET 30

Description	Qty	Unit	Rate	Total
<p>EXCLUSIONS: anything not mentioned above as an inclusion, job permit, certified payroll, traffic control, relocation/adjustments of conflicting utilities, saw cutting, surveying, demo and haul off of materials, landscape and irrigation adjustments or restoration, joint sealant, compaction, doweling, reinforcement unless noted otherwise above, embeds, testing, cold weather protection, colors/sealers, and more than 1 mobilization.</p> <p>ACCEPTANCE TERMS: Quote must be signed and returned within 14 calendar days from the quote date for acceptance of terms and pricing. The estimate must be signed and returned along with any deposit if required, to the office before the work can be scheduled. Final invoice will be based on actual field verified measurements upon completion. All Permits, Shop drawings, Mock-ups, As-Builts, and any other excluded items that may be required will be invoiced at cost + 15%. Concrete Experts reserves the right to review and possible adjust our unit pricing for all work accepted and/or completed outside of the acceptance period.</p> <p>PAYMENT TERMS: Past due invoices will be billed at an additional 1.5% monthly interest rate. Retainage of 10% maximum can be held for up to 90 days from the date of invoice before it is subject to late payment fees only if requested in writing prior to estimate provided. If payment is made by customer credit card, then a processing fee of 3.5% will be added to the amount processed. If performance and payment bonds are required, then 2.0% will be invoiced upon request for the bonds; add 0.5% for a maintenance making it a total of 2.5%. Customer shall be responsible for all costs and reasonable attorney fees associated with efforts to collect any unpaid balances.</p> <p>MOBILIZATION: All work above assumes 1 mobilization only. Additional mobilizations will be invoiced at \$1500/per mobilization. Mobilization fee will also be assessed if work is canceled by customer within 48 hours of our accepted schedule date to begin if outside of Concrete Experts control. Work is priced to be completed during normal business hours Monday - Friday, 7am - 5pm. If work is required to be done on after hours or on a Saturday; then a 10% surcharge will be added to the final invoice. If safety training or special access is required for work, then a \$35/Man Hour charge will apply for time required to comply. Any work done by another company in conjunction with our work must be coordinated so that it does not stop the progress of our work or additional costs for delays will apply.</p>				
Thank you for the opportunity to earn your business!	<b>Total</b>			

Acceptance Signature/Date

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Description	Qty	Unit	Rate	Total
<p>WARRANTY/CONDITIONS: All workmanship and materials are guaranteed for a period of one year from the date of completion. Drainage is guaranteed on all concrete surfaces in excess of 1% slope. Anything less than the minimum drainage may result in some areas pooling water. We do not assume any survey liability if asked to field survey for line and grade. Owner/GC must provide elevations with offsets by a licensed professional surveyor to guarantee line and grades have been met satisfactory. No warranty on damage caused from deicer chemicals, up-rooting, ground water, or sub-grade failure. Deicer chemicals are detrimental to concrete and should be avoided whenever possible. No deicer chemicals should be used during the first 12 months of the curing process. Beyond the 12 month cure time if deicer chemicals are used, then the residual material in any form should be removed from the concrete surface once the ice has melted and a "Green" deicer product should be used. Not responsible for damage caused by frozen subgrade if not addressed by customer. Hairline cracks are a normal process and are not considered for repair unless they compromise the structural integrity of the concrete or asphalt determined by an engineer. No vehicular traffic for at least 7 days and no pedestrian traffic for at least 24 hrs upon completion of concrete placement. Colors will vary depending on weather, mix design, application process, mixing of other colors, and sealer products. Customer must supply an area for the concrete truck to wash out his chute. Sub-grade is only under warranty when testing has been provided by customer and we have been paid to address the sub-grade per the recommendations of a licensed engineer. Customer must provide adequate construction access to work site, we will not be responsible for damage to property caused by the access provided. Not responsible for removal or replacement of obstructions necessary to complete the work unless noted otherwise above. The exclusions and terms and conditions of this estimate can not be deleted or altered in any way, but only incorporated as a part of a customers supplied Subcontract Agreement or any other form of supplemental acceptance of this estimate. Concrete Experts will be responsible for calling in utility locates when work disturbs the ground beyond 6" deep, but the owner/GC will be responsible for marking and protecting all private utilities including lighting, irrigation, security, and anything else UNCC is not responsible to locate. Concrete Experts is not responsible for damage to private utilities when in conflict with the work being done. Any unforeseen conditions out of our control will be invoiced at an additional cost negotiated</p>				
Thank you for the opportunity to earn your business!	<b>Total</b>			

Acceptance Signature/Date

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between the owner and Concrete Experts at the time of the incident. If payment(s) is not made per the terms listed in this estimate; then any warranty, expressed or implied, will be canceled without written notice to the customer.				
Thank you for the opportunity to earn your business!			<b>Total</b>	\$228,570.00

Acceptance Signature/Date \_\_\_\_\_

Lorraine Ctr Salt-Sand Storage

Sketch Plan 4/5/2016

