



CITY COUNCIL AGENDA
February 27, 2024, 6:00 P.M.
116 Main St., Fountain
Register to attend virtually @
www.fountaincolorado.org

1) Call to Order

2) Pledge of Allegiance

3) Roll Call

4.1) Presentations

- Department Update: Tech Services (Lisa Godwin) 10 mins
- Sunnyside Market Presentation (Nate Springer, CEO of Care & Share)

4.2) Board/Commission/Committee

- Economic Development Commission Appointments (K.Bailey 5 mins)

5) Correspondence, Comments and Ex-Officio Reports

6) Public to be Heard

Citizens may address the Council on items that are not on the agenda. 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 five (5) minutes or less.

7) Consent Agenda

*All items listed under the Consent Agenda are considered 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 February 13, 2024, City Council Meeting Minutes (S. Huffman)

B. Resolution 24-006, A Resolution To Adjust The Transportation Impact Fee (B. Sheets)

8) Old Business

9) New Business

- A.** Consideration Of Items Removed From The Consent Agenda
- B.** Resolution 24-005, A Resolution Amending Exhibit "D" Of Resolution 22-023, For Costs Incurred In The Administration And Processing Of License Fees, Service Charges, Applications, Permits, Vehicle Inspection Fees And Other Fees And Charges And Authorizing The Waiver Or Reduction Of Certain Fees Or Charges (M. Racine 5min.)
- C.** Resolution 24-007, A Resolution To Award The Construction Contract For The Southwest Link Transmission Main Project To Pate Construction Co., Inc. In The Amount Of \$5,940,701 And Authorize Expenditures For A Total Not To Exceed Amount Of \$6,534,771.(T. Murphy 10 min.)
- D.** Update To City Council And The Public On The 2022-2024 Strategic Plan (J. Trylch 30 mins.)

10) City Council Agenda Requests

11) Announcement of Executive Session

12) Adjourn

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

NEXT REGULAR COUNCIL MEETING

March 12, 2024



Regular City Council Meeting

Appointments- 4.2

Appoint EDC Board Members

February 27, 2024

Summary Information

Title:

The City Economic Development Commission is recommending three appointments for its fiscal new year; under the bylaws effective March 1, 2024

Initiator : Kimberly Bailey, Economic Development Director

Presenter: Kimberly Bailey, Economic Development Director

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

An existing board member, Terrance Diaz, is being recommended for a 2-year term reappointment to the EDC Board, for a 2024-2026 Term.

Two new board applicants are being recommended to serve an inaugural 1-year term of appointment to the EDC Board, to include: Alyssa Davis and Megan Kane; for a 2024-2025 Term.

Previous Action by City Council: N/A

Attachment: Three Applications

Background Information

Mr. Terrance Diaz has served on the EDC since 2023 and has been a contributing member of the Commission. He is currently active and serving on the 2024 Wayfinding Signage System Plan sub-committee as the business liaison voice for The Plan and Consultant.

Mrs. Megan Kane is a well-rounded, educated, and vast perspectives individual; who sincerely wishes the best in sustainable growth for her community and recognizes the importance of creative spaces for business fulfillment. She is very articulate in the field of higher education, international travel, and a third generation Fountain citizen; with a derived passion to serve as an extension of a family’s legacy in medical services in Colorado. With her broad background and community passion, she shall contribute heartily to the EDC missions.

Ms. Alyssa Davis is a UCCS student pursuing economic academia and could avail a youthful perspective for our Commission. She demonstrates great passion to engage with her community and could provide technical assistance in business economics and trends analysis for the Commission.

Recommendation

Staff recommends the appointment of three to serve the Economic Development Commission for specified term(s).

Proposed Motion

Staff recommends the appointment of three to serve the Economic Development Commission for specified term(s).



Regular City Council Meeting

Consent –7A
Council Meeting Minutes

February 27, 2024

Summary Information

Title:

APPROVAL OF THE FEBRUARY 13, 2024, CITY COUNCIL MEETING MINUTES

Initiator: City Clerk Huffman

Presenter: City Clerk Huffman

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

The attached minutes were compiled as the result of the February 13, 2024, City Council Meeting Minutes

Attachments: Above Referenced Meeting Minutes

Background Information

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.**
- Diversify city financial resources and invest.**
- Provide reliable access to public safety services.**
- Improve the quality and availability of parks and recreation opportunities**

Recommendation

Staff recommends approval.

Proposed Motion

Motion to approve shall be included under the consent agenda.

CITY COUNCIL MEETING
February 13, 2024

1) Call to Order

Mayor Thompson called the meeting to order at 6:00P.M.

2) Pledge of Allegiance

The pledge of Allegiance was recited.

3) Roll Call

Roll call found the following members present:

Mayor Thompson
Mayor Pro Tem Rick
Council Member Estes
Council Member Herzberg
Council Member Applegate
Council Member Hinton
Council Member Duncan

Mayor Thompson read a statement relating to attending and participating in a public meeting with a focus on collaboration and respect for one another.

4 (1) Presentations

- **Moment of silence for Mrs. Wanda Cabello**

Mayor Thompson asked for a moment of silence for Mrs. Cabello who had worked for the Police Department for many years and for Officer Bacerra at his one-year death anniversary.

- **2024 Applicant Award: DCI Community Challenge Program**

Economic Development Director Bailey introduced Bill Shrum with Downtown Colorado inc. He reviewed what his organization does and its processes.

Ms. Bailey then introduced the local champion Andrea Slattery with Nunn construction to aid with the private/public partnering and explained the process and meaning of Brownfield property and how it coincides with this project.

4 (2) Board/Commission/Committee Appointments

There were no appointments.

5) Correspondence, Comments and Ex-Officio Reports

Deputy City Manager Evans reported that there will be some interior construction in the Council Chambers and hoping for minimal disruption.

Fire Chief Graham reported on the ongoing interviews for positions within the Fire Department.

Police Chief Cristiani thanked the Council for their prayers for Ms. Wanda Cabello and noted that he is now officially a resident of Fountain.

Mayor Pro Tem Rick announced the importance of Black History month and implored all to remember the history of the black community.

Council Member Applegate noted that ballots have been sent out and please vote.

Council Member Estes reported that the Watershed meeting will be held this Friday and they have announced the Southmoor project will be addressed. They have the permit to stabilize the embankment but the road will not be funded.

Council Member Herzberg reported on her attendance at change of command at the Space Force and she and the mayor spoke with the Fountain middle school Jr. Honor Society and spoke with the media on the roadway project for Indiana Ave.

Council Member Duncan announced when ballots are due. She reported on February being Black History month, heart month, and cancer awareness month. She stated that there have been reports of children playing on the ice on the Cross Creek reservoir and the dangers of this. She attended the State of the Chamber event in Colorado Springs, and they showcased the Archive bookstore in Fountain. She is a member of the Military spouse coalition and work to change policy for the military spouse. She toured with Code Enforcement to view the homeless camps and is concerned with fire and drugs and is asking to revitalize the Code task force.

6) Public to be Heard

Aaron Himes, VFW gave an overview of previous events and upcoming events at the VFW.

Sam Fortune, resident stated he is still upset that nothing has been done with his complaints and Code Enforcement is not doing their job.

Ricard Applegate, former Council Member thanked Council for their dedication to the city and requested that Council reconsider placing the PPRTA measure back on the ballot.

John Langley, American Legion updated council on upcoming events at their facility.

7) Consent Agenda

A. Approval Of the January 23, 2024, City Council Meeting Minutes

Council Member Applegate made a motion to approve the consent agenda, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried.

8) Old Business

A. Second Reading Of Ordinance 1797, An Ordinance Establishing New Sections To Chapter 1.12 (General Penalty) Within Title 1 (General Provisions) Of The Fountain Municipal Code, Establishing A Right To Trial By Jury And Exemptions Thereto

City Attorney Johnson stated there have been no changes to this ordinance since first reading.

Council Member Hinton made a motion to approve Ordinance 1797 on second reading, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried.

B. Second Reading Of Ordinance 1798, An Ordinance Repealing And Reordaining Chapter 10.04 (Model Traffic Code) Of Title 10 (Vehicles And Traffic) Of The Fountain Municipal Code And Adopting By Reference With Changes The 2020 Edition Of The “Model Traffic Code For Colorado, Revised 2020” And Making Other Changes Related To Traffic

City Attorney Johnson stated there have been no changes to this ordinance since first reading.

Mayor Thompson confirmed that no new laws are being created but rather this code has been in effect since 2020 with the state and the city is adopting it and will be able to write certain tickets into Fountain Municipal court rather than the county.

Council Member Estes made a motion to approve Ordinance 1798 on second reading, seconded by Mayor Pro Tem Rick. All members voted yes (7-0); the motion carried.

9) New Business

A. Consideration Of Items Removed From The Consent Agenda

There were no items removed.

B. Council Discussion on How To Fund Road Projects, Based On Public Feedback During 11/14 Council Meeting. Requested by Mayor Pro Tem Rick

Council Member Rick stated that when the PPRTA question was brought to the voters they voted down the measure. He felt as though the community was not given the education pertaining to the question. He solicited feedback from council and the residents of the city.

Council Member Hinton stated that he accepts the vote of the people but also felt that they were not given enough education on the topic and felt it was a great opportunity and a source of funding is still needed.

Council Member Herzberg stated that the financial leakage is greater by not being a member of the PPRTA.

Council Member Estes also stated that she listened to the voters but agrees with Mayor Pro Tem Rick and Council Member Herzberg and asked if anyone has suggestions on how to address the road concerns and she noted that grants will not cover what is needed.

Council Member Hinton also noted that grants are not free as most require matching funds.

Council Member Applegate stated that it may be too soon to return to the voters with this question but does not want to keep losing money that can be used for Fountain's roads.

Council Member Duncan noted that she attended the County Commission meeting, and they received 10.2 million from PPRTA and additional ARPA funding totaling 23 million.

Mayor Thompson reviewed the tax that was collected on multiple receipts from a store that collects the PPRTA tax to give an idea of how much it is. She then read a summary of comments from resident Bryan Johnson stating the need to reevaluate the PPRTA ballot question.

Richard Applegate, former Council Member stated that all those that shop in Colorado Springs are already paying this tax and there is no return to the City of Fountain.

Fran Carrick, resident stated that inflation is out of control, and she is tired of the government taking her money she said that every penny adds up and asked Council what other ideas have they come up with to address this other than raise taxes.

Gerry Shramek, a resident, stated that the city needs to come up with something as our roads keep deteriorating and the funding needs to be ongoing and not one-time pay.

Rick Clements, resident, reported that he was initially against the question then after educating himself he was in favor. He stated education on this topic is key and the citizens need to stop giving away money that belongs to the city.

Sam fortune, resident, stated that if this passed, Fountain would have the highest tax in El Paso County and the city needs to look at other options.

Penny Cimino, resident, stated that the voters didn't vote against it because it would raise taxes, they voted against it because they don't trust the government. She noted that if the city would show effort in reducing its spending then it may pass.

Mayor Thompson stated that the city did chose to allow property tax relief now in lieu of collecting and then reimbursing the residents of Fountain.

Steve Foster resident stated that although he is on a fixed income this question needs to go back to the voters and additional education is needed.

Steve Arcy, a resident stated that the city needs an earlier start on education, but he would like to see the city trim its budget. He reported that even if the budget was cut by 50% it would still be less than what we would get from the PPRTA.

Brice O'Brian, a resident, believes that more businesses need to be brought to Fountain to help supplement. She stated that she would like more information from the PPRTA and entities that are receiving funding to find out where and how quickly projects are being done.

Gerry Schramek, resident, suggested capturing a tax on solid waste trucks, noting that Colorado Springs has a similar tax.

Fran Carrick, resident, stated that if this passes, we will be one of the highest taxed cities and do not have much to show for it. She reported that she would be willing to help with a task force or other tool to look at all options.

Deputy City Manager Evans stated that a new area off Marksheffel will have commercial businesses, but those businesses will pay into the PPRTA so it's not just about getting new businesses in the city.

Council Member Hinton stated that there have been several studies on road conditions and the pavement management study concluded that the current budget would not be enough to address this issue.

Mayor Pro Tem Rick stated that the city could get several businesses and those tax dollars would still be subject to TABOR and the prediction is to issue TABOR refunds for the next 4 years. He said the intent was to state that we did not do enough to educate the voters on this question, not that they are uneducated.

Deputy City Manager Evans stated that a concern is to have the voters read all of the surveys and tax information.

Economic Development Director Bailey stated that the EDC and URA have means to help eliminate the TABOR restrictions on new businesses with tax sharing agreements should the businesses want that.

Mayor Thompson noted that the funding from PPRTA would be TABOR exempt. She implored residents to contact staff or Council with comments or suggestions.

C. Resolution 24-004 A Resolution Of The City Council Of The City Of Fountain, Colorado Awarding The Wayfinding Signage System Plan To Michael Baker International Within The City Of Fountain And Matters In Connection Therewith.

Economic Development Director Bailey stated as part of COVID economic resiliency, the city desires to increase awareness of community points of interest and business corridors as part of improved city infrastructure to meet future community needs. The City Economic Development department conducted a competitive public bidding process for the Wayfinding Signage System Plan with four bids received January 17, 2024, and upon Steering Committee evaluation review has identified and recommends Michael Baker International to complete the Plan. She also reported that the cost for the plan will be divided as \$30k from URA and \$50k from the city.

She introduced Ms. Kristen Sifer of Michael Baker International. Ms. Sifer reviewed slides of community signage in Colorado.

Council Member Duncan asked if this proposal allows for the purchase and installation of the signs.

Economic Development Director Bailey answered no, this is for the plan only and staff would return for a budget request for the purchase and installation.

Mayor Thompson declared the meeting in recess at 8:15 P.M.

Mayor Thompson declared the meeting back in session at 8:21 P.M.

Sam Fortune, resident asked how the city can justify spending this money and are trying to address the road issues.

Rick Clements, resident, stated if the signage will be on Highway 85 to direct traffic to businesses in the Fountain Valley, they Security and Widefield should help with the cost.

Penny Cimino, resident, asked where the “Historic Downtown” area is.

Ms. Bailey reviewed the answer on a map.

Council Member Herzberg made a motion to approve Resolution 21-004, seconded by Council Member Hinton. All members voted yes except for Mayor Pro Tem Rick (6-1); the motion carried.

10) City Council Agenda Requests

There were no requests.

11) Announcement of Executive Sessions

City Clerk Huffman requested the following executive sessions:

- **Pursuant to C.R.S. Section 24-6-402(4) for the Purpose of Review, Approval, and Amendment of Executive Session Minutes**

- Pursuant to C.R.S. Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding a cell tower lease.
- Pursuant to C.R.S. Section 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators regarding City property lease.
- Pursuant to C.R.S. Section 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions regarding an intent to file a lawsuit.

Mayor Pro Tem Rick made a motion to hold the executive sessions as requested, seconded by Council Member Duncan. All members voted yes (7-0); the motion carried..

12) Adjourn

There being no further business, Mayor Thompson declared the meeting adjourned at 8:34 P.M.

City Clerk

Mayor



Regular City Council Meeting

Consent-7B

Transportation Impact Fee Adjustment

February 27, 2024

Summary Information

Title:

RESOLUTION 24-006, A RESOLUTION TO ADJUST THE TRANSPORTATION IMPACT FEE

Initiator: Ben Sheets, City Engineer

Presenter: Todd Evans, Deputy City Manager

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

Resolution to adjust the transportation impact fees as authorized by Ordinance 1776.

Previous Action by City Council:

Attachments:

Resolution 24-006

Background Information

The City of Fountain is expected to continue to experience significant transportation problems resulting from increased growth generated by new residential and nonresidential uses, which has created an immediate need to provide for fees for the expansion of transportation facilities to ensure that infrastructure is available to accommodate new growth within the City. A Transportation Impact Fee system was implemented by Ordinance 1776. In accord with this ordinance, fees shall be adjusted annually in an amount equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index (CPI) for Denver-Aurora-Lakewood; which was a 3.4% increase for 2023.

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.
- Diversify city financial resources and invest.
- Provide reliable access to public safety services.
- Improve the quality and availability of parks and recreation opportunities

Recommendation

Staff recommends approval of Resolution 24-006 adjusting the transportation impact fee schedule

Proposed Motion

Motion to Approve Resolution 24-006.



RESOLUTION 24-006

A RESOLUTION ADJUSTING THE TRANSPORTATION IMPACT FEE

WHEREAS, the City of Fountain is responsible for maintaining the streets and public rights-of way throughout the City; and

WHEREAS, it is a strategic priority to improve the conditions of City-wide transportation infrastructure in order to support enhanced road safety, encourage economic development and improve traffic flow, focused principally on major City transportation corridors, then residential areas; and

WHEREAS, the City of Fountain has and continues to experience significant growth;

WHEREAS, the City of Fountain has adopted Ordinance 1776, establishing Chapter 3.17 Transportation Impact Fees which provides criteria and usage of the transportation impact fees; and

WHEREAS, the Transportation Impact Fee Study (2022) prepared by Wilson & Company determined the precise figures needed to determine the maximum allowable fee amounts for transportation for the current and future needs of the City; and

WHEREAS, Ordinance 1776 authorizes an annual fee adjustment needed in an amount equal to the percentage change in the United States Bureau of Labor Statistics Consumer Price Index (CPI) for Denver-Aurora-Lakewood; and

WHEREAS, the United States Bureau of Labor Statistics Consumer Price Index (CPI) for Denver-Aurora-Lakewood percentage change increase was 3.4% for 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain, Colorado:

1. The recitals set forth in this resolution are adopted by the City Council as findings in support of this resolution.
2. The Transportation Impact Fee for residential, non-residential and commercial uses for 2024 shall be as follows:

LAND USE	TRIP DEMAND FACTOR	UNIT	TOTAL TIF PER UNIT
Residential Units			
Single Family (Detached)	0.98	Dwelling	\$3,977
Multifamily (Low-Rise)	0.55	Dwelling	\$2,232
Non-Residential units			
Hotel/Motel	0.61	1,000 sf	\$2,709
General Commercial	3.81	1,000 sf	\$4,792
Convenience Commercial	49.11	1,000 sf	\$8,505
Office	1.42	1,000 sf	\$8,719
Light Industrial	0.81	1,000 sf	\$3,291

3. These fees become effective upon the effective date of the passage of this resolution.

Done this 27th day of February 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk



Regular City Council Meeting

New Business –9A

Items removed from Consent Agenda

February 27, 2024

Summary Information

Title:

CONSIDERATION OF ITEMS REMOVED FROM THE CONSENT AGENDA

Initiator: City Clerk

Presenter: City Clerk

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

Any Items removed from the Consent agenda for further discussion shall be heard under this item.

Previous Action by City Council:

Attachment:

Background Information

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.
- Diversify city financial resources and invest.
- Provide reliable access to public safety services.
- Improve the quality and availability of parks and recreation opportunities

Recommendation

Staff recommendations

Proposed Motion

"I move to approve"



Regular City Council Meeting

New Business –9B

Fee Schedule Resolution

February 27, 2024

Summary Information

Title:

RESOLUTION NO. 24-005, A RESOLUTION AMENDING EXHIBIT “D” OF RESOLUTION 22-023, FOR COSTS INCURRED IN THE ADMINISTRATION AND PROCESSING OF LICENSE FEES, SERVICE CHARGES, APPLICATIONS, PERMITS, VEHICLE INSPECTION FEES, AND OTHER FEES AND CHARGES AND AUTHORIZING THE WAIVER OR REDUCTION OF CERTAIN FEES OR CHARGES.

Initiator: Commander Racine

Council Action

Presenter: Commander Racine

Council Information

Legal Review: Yes No

Report to Council

Summary Overview and List of Attachments:

The attached Resolution includes the current fees, with the proposed changes, and additions shown in red.

Attachment: Resolution No. 24-005

Background Information

The fee schedule shall be reviewed annually to account for any increase or decrease in fees necessary for the costs incurred by processing licenses, applications, permits, and other miscellaneous services.

The Council approved the purchase of Body Worn Cameras in 2017, and since then we have received a large amount of Criminal Justice Record requests for footage. The amount of time for the department’s Digital Media Technician to complete the “Blurring” or Redaction processes is clearer and reflected in the increase.

The current fee schedule was approved by Council by Resolution 22-023 on May 10, 2022. This resolution will be to make changes to Exhibit D only.

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.**
- Diversify city financial resources and invest.**
- Provide reliable access to public safety services.**
- Improve the quality and availability of parks and recreation opportunities**

Recommendation

Staff recommends approval of Resolution No. 24-005

Proposed Motion

“I move to approve Resolution No. 24-005



RESOLUTION 24-005

A RESOLUTION AMENDING EXHIBIT D OF RESOLUTION 22-023, FOR COSTS INCURRED IN THE ADMINISTRATION AND PROCESSING OF LICENSE FEES, SERVICE CHARGES, APPLICATIONS, PERMITS, VEHICLE INSPECTION FEES AND OTHER FEES AND CHARGES AND AUTHORIZING THE WAIVER OR REDUCTION OF CERTAIN FEES OR CHARGES

WHEREAS, the City Council desires and needs to update the City's fee schedule in order defray the costs to the City in the administration and process of services; and

WHEREAS, the fee schedule shall be reviewed annually to account for any increase or decrease in fees necessary for costs incurred.

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

Section 1. The fee schedule set forth in Exhibit "F" are hereby approved.

Section 2. The City Manager or the City Manager's designee may reduce or waive any of the fees in the following circumstances: a.) where there is an economic benefit to the City or its consumers of City services as determined by the City Council; b) any development fees for other governmental entities; c) for any development fee due to unique circumstances specific to any project, site or other development.

Section 3. This Resolution shall be in full force and effect upon approval by the City Council.

Done this 27th day of February 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

EXHIBIT D
POLICE DEPARTMENT FEES

Last Updated 2020

Request	Fee	Updated
Case Report (Available 10 to 14 days after occurrence date)	\$10.00 for first 10 pages / .50 for each additional b/w page Payable upon request	2020
Traffic Accident Report (If investigative case report – see case report schedule)	\$10.00 Accident Report Only	2020
Call for Service (Single)	\$6.00 for first 10 pages / .50 for each additional b/w page	2020
Premise History (Per Address)	\$10.00 for first 10 pages / .50 for each additional b/w page	2020
Copy of Summons (Lost)	\$3.00	2020
Individual Background Check (Local)	\$20.00 for first 10 pages / .50 for each additional b/w page	2020
Archive Fee (All information prior to 2014)	\$20.00 in addition to fee for documents	2020
Letter Certifying Records	\$3.00 Payable upon request	2020
Evidence Related:		
Officer Body Worn Camera Video (per CFS / Case)-	\$45.00 includes redaction. + \$10.00 each additional officer	2022
	PROPOSED \$35.00 Non-Refundable \$30.00 per hour *see below details	
Evidence Photographs (CD)	\$20.00 per case	2020
Evidence Photographs (Printed)	\$2.00 each	2020
Evidence Photographs (Email)	\$10.00 per case	2020
Evidence Video with Redaction (each)	\$30.00 per video	2020
Sex Offender Registration:		
Initial Registration	\$50.00	2020

Quarterly	\$10.00	2020
Annual	\$20.00	2020
Off-Duty Police Services with Contract	\$70.00 per hour	2020
If color copies are requested	\$0.75 extra per page (does not include evidence photos)	2020
Safe Exchange Zone Video	\$30.00 per video, 30 minutes of video each max.	2020
VIN Verification	\$10.00	2020
Non-Refundable Research Fee	\$5.00	2022

Please allow 10 to 14 days from the occurrence date for Accident Reports and Case Reports. Your records request will be available 3 business days after the report is available.

No refunds will be given once the request is made and/or if there is no record(s) located. All fees paid at the time of request (the minimum fee for the request) and may be subject to more expense(s) based on the number of pages or documents located.

Only the victim of a crime listed on the attached sheet will be provided only one copy of the case report for free.

Allow 7-14 days on accident or case report requests from date of occurrence. All fees paid at time of request. No refunds once reports have been requested.

***Body Worn Camera (BWC) Redacted - (Blurred video) - (Non-Refundable Deposit)** There is a one-hour minimum (\$30) fee, plus the required research (\$5) for all requests, regardless of overall video length. This minimum fee total is \$35. Each additional hour of BWC blurring will be billed at \$30/hour. Additional fees may apply.

After the non-refundable deposit is paid, a Fountain Police Department Digital Media Technician (DMT) will provide a summary report to the requester with the estimated total (based on number of videos, average length of videos), at \$30/recorded hour multiplied by three. If the requester approves the estimated total, then the DMT will begin the "Blurring" or Redaction process. The requester will be responsible for the entire cost of service if the blurring process begins.

BWC requests will be processed within 21 days of the request. If the BWC request or other Criminal Justice Record request cannot be processed as outlined in Title 24 – Article 72 or Title 19 of the Colorado Revised Statutes or any other Colorado Revised Statute pertaining to Criminal Justice Records, the requester will be notified.



Regular City Council Meeting

New Business-9C

SOUTHWEST LINK TRANSMISSION MAIN –
CONSTRUCTION AWARD

FEBRUARY 27, 2024

Summary Information

Title:

RESOLUTION 24-007, A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT FOR THE SOUTHWEST LINK TRANSMISSION MAIN PROJECT TO PATE CONSTRUCTION CO., INC. IN THE AMOUNT OF \$5,940,701 AND AUTHORIZE EXPENDITURES FOR CONSTRUCTION OF THE PROJECT IN AN AMOUNT NOT TO EXCEED \$6,534,771.

Initiator : Taylor Murphy, Water Resources & Engineering Manager

Council Action

Presenter: Taylor Murphy

Council Information

Legal Review: Yes No

Report to Council

Summary Overview and List of Attachments: The purpose of this item is to request City Council’s consideration of the contract bid award for construction of the Southwest Link Transmission Main Project and to establish a not to exceed expenditure limit for construction of the project.

Attachments: Resolution 24-007

Construction Contract for Southwest Link Transmission Main Project (14 pages)

Project Map Exhibit

Background Information

The Southwest Link Transmission Main project is the 3rd and final phase of a larger master-planned project to connect the City of Fountain’s southwest water storage tank to the existing water distribution system serving the customer areas east of Fountain Creek in the southern portion of the City. Phase 1 was City-funded and installed a 36” pipeline along Link Road by the Fountain Sanitation District (FSD) Admin building in 2019. Phase 2 was developer funded and installed 36” pipeline underneath Fountain Creek, connecting to the Phase 1 pipeline at Old Pueblo Road and extending to South Santa Fe Avenue.

Phase 3 of the project was initiated in 2021 with the issuance of a design RFP. JDS Hydro/RESPEC was selected to perform the design and prepare the bid documents. This phase includes installation of 1.3 miles of 30” pipe from the southwest water storage tank, connecting to the Phase 2 pipeline at Santa Fe Avenue, including a major trenchless crossing beneath I-25 and the BNSF Railroad. Significant time and effort were required during the design phase to secure the necessary easements across private properties (18+ months) and to obtain the permits for the CDOT and BNSF Rail crossings. When completed, the overall project will provide much needed connectivity and redundancy across I-25, Hwy 85/87, 2 sets of railroad tracks, and Fountain Creek and will provide the following benefits to the southern half of the City’s water distribution system:

- Enhanced redundancy and resiliency against service impacts from leaks and breaks;
- Increased fire flows; and
- Improved water quality to customers at the very southeast reaches of the system.

In addition to the immediate benefits to existing customers, the pipeline is oversized and designed to accommodate flow for future build-out of the City’s water service area. The pipeline’s location integrates with the planned Fountain Reservoir project and its alignment positions it to be extended to future growth areas anticipated in the southeast quadrants of the City. Future extensions of the pipeline will have to be made as part of and paid for by future development.

This project was advertised for Bid on January 5th, 2024, and a mandatory pre-bid meeting was held on January 23rd with 28 individuals in attendance. Nine bids were received and opened on February 14th ranging from \$5.9M to \$9.0M. The lowest responsible bid was submitted by Pate Construction Co., Inc. from Pueblo West in the amount of \$5,940,701.

Pate Construction has successfully performed trenchless pipeline work for the City as part of the pipe system that connects the City's water wells to the Aga Park Treatment Plant. Staff and consultants have reviewed Pate's references and qualifications for this work and found them to be capable and qualified to complete the project.

Construction of this project will be funded by the sources listed below and expenditures will be paid from the funding sources listed in the following order:

1. Project ARPA allocation: approximately \$4,680,000 is remaining from the original \$5M allocation approved by City Council.
2. Additional ARPA allocation: approximately \$1,100,000 from other projects.
3. 2019 Bond Proceeds: approximately \$754,000.

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.**
- Diversify city financial resources and invest.**
- Provide reliable access to public safety services.**
- Improve the quality and availability of parks and recreation opportunities**

Recommendation

Staff recommends that the City Council approve Resolution 24-007, awarding the construction contract for the Southwest Link Transmission Main Project to Pate Construction Co., Inc. in the contract amount of \$5,940,701, and authorizing expenditures for construction of the project in an amount not-to-exceed \$6,534,771.

Proposed Motion

Motion to approve Resolution 24-007 awarding the construction contract for the Southwest Link Transmission Main Project to Pate Construction Co., Inc. and authorizing expenditures for completion of the project.



RESOLUTION 24-007

A RESOLUTION TO AWARD THE CONSTRUCTION CONTRACT FOR THE SOUTHWEST LINK TRANSMISSION MAIN PROJECT TO PATE CONSTRUCTION CO., INC. IN THE AMOUNT OF \$5,940,701 AND AUTHORIZE EXPENDITURES FOR A TOTAL NOT TO EXCEED AMOUNT OF \$6,534,771.

WHEREAS, the Southwest Link Transmission Main Project is designed to enhance public water system connectivity and resiliency, water quality, fire flow availability and is in alignment with future growth plans; and

WHEREAS, the City has conducted a competitive public bid process for construction of the Southwest Link Transmission Main Project with nine bids received on February 14th, 2024; and

WHEREAS, Utilities Department staff has reviewed the bids and identified Pate Construction Co., Inc. to be the lowest responsible bidder; and

WHEREAS, awarding of the bid will enable construction of the Southwest Link Transmission Main Project to commence in 2024 with planned completion by April 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain, Colorado, as follows:

1. That the Mayor, City Manager, or other representative of the City delegated by the Mayor or City Manager are hereby authorized to execute the construction contract with Pate Construction Co., Inc. for the Southwest Link Transmission Main Project at a Contract amount of \$5,940,701;
2. That the authorized expenditures for the construction of the project shall not exceed \$6,534,771 (contract amount plus 10% contingency) unless otherwise approved by the City Council; and
3. That the authorization to execute documents extends to all related documents necessary to complete the work associated with the construction of the project.

Done this 27th day of February 2024.

Sharon Thompson, Mayor

ATTEST:

Silvia Huffman, City Clerk

CONSTRUCTION CONTRACT

For

Southwest Link Transmission Main Project

This Construction Contract is made this ____ day of _____, 2024 between The City of Fountain, a Colorado municipal corporation and home rule city (hereinafter “City”), and Pate Construction Co., Inc. (hereafter “Contractor”). City and Contractor, for the consideration hereinafter referenced, agree as follows:

ARTICLE I THE CONTRACT DOCUMENTS

1. The Contract consists of this Contract, plus any documents listed below or attached hereto as Exhibits, including but not limited to:
 - Section 00 41 00 Bid Form completed by Pate Construction Co., Inc. (6 Pages, dated February 14, 2024)
 - Project Manual for the City of Fountain Southwest Link Transmission Main (494 Pages, dated January 2024)
 - Southwest Link Transmission Main Construction Drawings For Bid (36 Sheets, dated January 5, 2024)
 - Addendum Form #1 (22 Pages, dated January 19, 2024)
 - Addendum Form #2 (59 Pages, dated January 31, 2024)
 - Addendum Form #3 (42 Pages, dated February 8, 2024)
 - Proposals, Drawings, Specifications, addenda issued prior to execution of this Agreement, Performance, Labor, Material Payment and Maintenance Bonds and other documents referenced in this Contract plus Modifications or written Change Orders issued after execution of this Contract.All of the above-referenced documents which are attached hereto are a part of the Construction Contract, and are incorporated by this reference into this Contract.
2. The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations, or agreements, whether oral or written.
3. The Construction Contract is to be executed in duplicate by City and Contractor. Contractor, by executing the Construction Contract represents that it has inspected and is familiar with the Property and the local conditions under which the work is to be performed.

ARTICLE II CONTRACT WORK

Contractor and its Subcontractors shall fully perform all Work described in the Contract, except to the extent specified in the Contract to be the responsibility of others, or as stated herein. For purposes of this contract, a Subcontractor is defined as a person or entity, including their employees and agents, with whom Contractor has a contract for any portion of the Work or materials to be provided for the Work. Except where expressly provided otherwise in the Contract, all references to Subcontractors shall apply to Sub-Subcontractors and their agents and employees. All contracts between Contractor and Subcontractors shall conform to this Contract.

ARTICLE III CONTRACT TIME

1. After execution of this Contract, City shall deliver to Contractor a written Notice to Proceed, and upon receipt of such Notice, Contractor shall promptly apply for and obtain all appropriate permits. Completion of the Project shall occur in accordance with the dates noted in the Contract.
2. Construction under this Contract shall begin on the date agreed upon between the City and the Contractor on the Notice to Proceed issued by the City.

3. Substantial Completion of the Work is as noted in the Contract. "Completion of the Project" means completion of the improvements in accordance with the plans and specifications and shall mean that the Project is ready for occupancy/use by City.
4. The times stated in the Contract may be extended by a written Change Order for such reasonable time that Contractor has been justifiably delayed in the Work by any reason beyond Contractor's control, such as labor disputes, fire, prolonged transportation delays, injuries, or any delays caused by City, provided such delays are not a result of Contractor's negligence or the negligence of any Subcontractor, material, man or employee of the Contractor or under Contractor's supervision.
5. All times stated in this Contract are of the essence.
6. The work will be completed according to the following schedule:

Substantial Completion: 200 Calendar Days from Notice to Proceed

Final Completion: 30 Calendar Days after Substantial Completion,
but not later than April 1, 2025

ARTICLE IV CONTRACT PRICE

City shall pay Contractor for Contractor's performance of the Contract the contract Price, which shall not exceed \$5,940,701.00. City shall make payments in the form of monthly progress payments plus a Final Payment as set forth in Article V.

ARTICLE V PAYMENTS

1. City shall make progress payments based upon the percentage of Work completed, as set forth in monthly Applications for Payment submitted by Contractor to City as the Work progresses. Contractor shall submit such Applications for Payment by the 25th day of the month. City shall pay undisputed amounts in the application to Contractor no later than the 5th day of the following month. No payments shall be made that are not in compliance with the requirements of Article 91 of Title 24 Colorado Revised Statutes.
2. Final Payment shall be made within 30 days following completion of the Project and City's acceptance of the Work, except as otherwise provided in this Agreement. No final payment shall be made until compliance with the requirements of section 38-26-107 Colorado Revised Statutes including advertising of notice of final settlement in a newspaper of general circulation and including withholding of any funds required to be withheld for payment of claims under this statute.

ARTICLE VI TERMINATION OR SUSPENSION BY CONTRACTOR

1. The Contract may be terminated or the Work may be suspended by Contractor if the Work is stopped for a period of 30 days through no fault of Contractor, a Subcontractor, or any other persons under their direction, for any of the following reasons:
 - A. Order of any court or public authority having jurisdiction;
 - B. National emergency or act of government;
 - C. City has not made payment within 10 days of the date such payment is due;
 - D. City has caused unreasonable and repeated suspensions, delays or interruptions;
 - E. City has failed to furnish to Contractor upon request anything City is required to furnish under the Contract;
 - F. Work has been stopped for a period of 60 consecutive days through no fault of Contractor, a Subcontractor, or any person working under their direction, and because City has consistently

failed to perform its obligations under this Contract pertaining to matters important to progress of the Work.

- G. Contractor reasonably determines that unsafe conditions exist, in which case Contractor may suspend the Work until such conditions are remedied. Such suspension shall not be considered a breach of this contract by Contractor, and Contractor will be entitled to an equitable adjustment to the Contract Price and Contract Time.
2. Contractor shall give City seven (7) days written notice of any of the above reasons, and thereafter may terminate the contract and recover from City payment for Work satisfactorily completed.

ARTICLE VII TERMINATION OR SUSPENSION BY CITY

1. City may, upon seven (7) days written notice to Contractor, terminate or suspend the Contract without prejudice to any other remedy City may have, for the following reasons:
 - A. Contractor substantially fails to comply with laws, ordinances, rules, regulations or orders of public authorities having jurisdiction;
 - B. Contractor breaches any provision of the contract;
2. Upon request by City, Contractor shall provide a detailed accounting of costs required to finish the Work.

ARTICLE VIII CITY'S RIGHTS AND RESPONSIBILITIES

1. City shall pay all development fees due to any city, county or state entity relating to the Project.
2. Should Contractor fail to clean up the site as required in this Agreement or General Conditions, City may obtain clean up services elsewhere and offset or charge the cost against Contractor.
3. City and its representatives will be given reasonable access to the Work site to monitor the progress and manner of construction.
4. Before Contractor shall be entitled to Final Payment: (i) City may inspect the Project, make a punch list of deficiencies, and all punch list items shall be completed; and (ii) the Work site shall be in broom clean condition, free of trash or debris, boxes, wrappings and equipment.

ARTICLE IX CONTRACTOR'S RIGHTS AND RESPONSIBILITIES

1. Contractor shall be responsible for all Work under this contract, including the techniques, sequences, procedures, and means, and for coordination of all Work. Contractor shall supervise and direct the Work to the best of its ability, and give it all attention necessary for such proper supervision and direction. Contractor shall insure that sufficient numbers of properly skilled and licensed, if required by any local, city, county or state law, rule or ordinance, workers are performing the Work.
2. Contractor shall maintain at all times strict discipline among its employees, and Contractor agrees not to employ for the Work any person unfit or without sufficient skill to perform the job for which he or she was employed in the sole discretion of the Contractor.
3. Contractor shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, as necessary for the proper completion of the Work according to the Contract.
4. Contractor shall pay all taxes required by law in connection with the Work, including sales tax, use tax, and similar taxes. Note; Contractor can use the City's tax-exempt status when this status applies. Contractor

shall secure and pay fees for all licenses and permits necessary for proper completion of the Work, except for those fees associated with the CDOT Utility Crossing Permit and BNSF License Agreement as noted in the plans and specifications.

5. Contractor shall comply with all laws, ordinances, rules, regulations and orders of all public authorities with jurisdiction, which relate to the Work.
6. Contractor shall provide for and oversee all safety orders, precautions, laws, regulations, ordinances, and programs necessary for the reasonable safety of the performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and other persons whom the Work might affect, all labor and material incorporated in the Work, and all property and improvements on or adjacent to the Work site.
7. Contractor shall keep the work premises and adjoining ways free of waste material and rubbish caused by the performance of the Work. Contractor shall remove all waste material and rubbish upon termination of the Work, together with all its tools, equipment, machinery, and surplus materials. Contractor shall conduct general clean-up of operations, including surfaces, paved streets, walks, steps, and interior floors, upon completion or termination of the Work.
8. Contractor shall make arrangements for all required tests, inspections, or approvals to be conducted in a timely manner to avoid delay of the Work. Testing company shall be approved by the City.
9. Contractor shall provide all documents, reports and other information requested by the City, and shall cooperate with City to the fullest extent possible.
10. Contractor is not an architect, engineer, or designer and is not hired to perform any of these services. Suggestions made by contractor related to these services are merely options to be considered by City after consultation with the appropriate professional, and are not to be relied upon by City.
11. Any remaining inventory or material is the property of the Contractor.
12. Contractor shall furnish necessary surveys for the work, including placement of stakes at property lines if required, and shall secure and pay for construction easements as necessary for completion of the Work.
13. Contractor shall comply with all applicable provisions of the Construction Code, Chapter 12.04 of the Fountain Municipal Code, and any other applicable City requirements.

ARTICLE X CORRECTION OF WORK

1. Contractor shall promptly correct any Work which is not in compliance with applicable codes and regulations whether observed before or after substantial Completion of the Work, at any stage of progress. Contractor shall bear costs of such correction, including any additional testing, inspections, and other necessary expenses. Contractor shall remove from the Work site any portions which are not in compliance. Should Contractor fail to promptly correct any portion of the Work or perform any other obligation under applicable codes and regulations, City may cause such corrections or obligations to be performed by a third party at Contractor's expense.
2. Contractor's obligation to correct work expires one year after Final Completion of the work, unless the noncompliance was latent and not discovered under reasonable diligence within the one-year period, in which case Contractor's obligation to correct expires one year from discovery of the noncompliance.
3. If City prefers to accept Work which is not in compliance with the Contract, City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate. Such adjustment shall be made whether or not Final Payment has been made. Contractor shall pay funds due under such adjustment within ten days after such adjustment.

**ARTICLE XI
CHANGES IN THE WORK**

1. The City may order changes in the Work, such as additions, deletions, or modifications, without invalidating the Contract, provided that appropriate adjustments are made in the Contract Price and time for completion. Changes shall be made by written Change Order. Change Orders shall be signed by both City and the Contractor stating A) a description of the change in the Work; B) the amount of the adjustment in Contract Price; and C) the extension of time necessary for the change. Contractor will determine the cost of additions required by Change Orders, and will add 15% of such amounts to the Contract Price for profit and overhead. In contrast, a 15% deduction for profit and overhead will not be made for deletions. Contractor shall not begin making any changes until it receives a written Change Order from City with provisions agreeable to both Contractor and City.
2. The terms of this Construction Contract, including Contract Price, are based on observations Contractor was able to make under conditions existing at the time of Contractor's bid. If concealed conditions are discovered as the Work progresses which will affect the Contract Price or Contract Time or otherwise interfere with the performance of the Work, Contractor will stop the Work, notify City, and both parties will execute an appropriate Change Order.

**ARTICLE XII
INDEMNITY**

1. Contractor agrees that Contractor shall indemnify, defend, and hold harmless City, its officers, employees, and agents, from and against any and all loss, damage, injuries, claims, costs, including attorney's fees, cause or causes of action, or any liability whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this contract, or from any act or obligation of any Subcontractor, laborer, materialman or agent of the Contractor.
2. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable for or by the Contractor or any Subcontractor, manufacturer or supplies under Worker's Compensation Act, disability benefits acts or other employee benefit acts.

**ARTICLE XIII
INSURANCE**

1. **INSURANCE INSTRUCTIONS.** Contractor shall not commence work under this contract until all insurance required under this section has been obtained and such insurance has been approved by the City, nor shall the Contractor allow any Subcontractor to commence work on a subcontract until all similar insurance required of this Subcontractor has been so obtained. The City shall be included as an additional insured on all insurance coverages.
2. **WORKER'S STATUTORY COMPENSATION INSURANCE AND EMPLOYER LIABILITY INSURANCE.** The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance and in the applicable state covering all employees, and in the case of any work sublet, the Contractor shall require the Subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract and the Contractor shall require such Subcontractor similarly to maintain Employer's Liability Insurance on its employees.
3. **COMMERCIAL LIABILITY INSURANCE.** The Contractor shall maintain during the life of this contract such Public Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and property damage, which may arise from operations under this contract whether such operations be by self or by any Subcontractor or anyone directly or indirectly

employed by either of them. The minimum acceptable limits of liability to be provided by such Public Liability Insurance shall be as follows:

- A. Bodily Injury and Property Damage Limits are \$1,000,000 per occurrence Combined Single Limit and \$2,000,000 general aggregate.
 - B. The Public Liability Insurance required by the preceding subparagraph shall include the following extensions of coverage:
 - C. Coverage shall be provided under a Commercial General Liability form of policy or similar thereto.
 - D. X.C.U. Coverage - If the contract requires any work procedures involving blasting, excavating, tunneling, or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage and Standard Underground Coverage, commonly referred to as X.C.U. property damage liability coverage with limits of \$1,000,000 each occurrence.
 - E. The property damage coverage shall include a Broad form Property Damage Endorsement.
 - F. Contractual Liability coverage shall be included.
 - G. Protective Liability coverage shall be included to protect the Contractor against claims arising out of operations performed by Subcontractor.
 - H. Products Liability and/or Completed Operations coverage shall be included.
 - I. Completed Operations coverage shall be provided for two years following substantial completion of the work.
4. **AUTOMOBILE LIABILITY INSURANCE.** The Contractor shall take out and maintain during the life of the contract such comprehensive Automobile Liability Insurance as shall protect against claims for damages resulting from (1) bodily injury, including wrongful death, and (2) property damage, which may arise from the operations of any owned, hired, or non-owned automobiles used by or for work in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such comprehensive Automobile Liability Insurance shall be as follows:
- A. Bodily Injury and Property Damage Limits are \$1,000,000 per occurrence Combined Single Limit
5. **CITY'S PROTECTIVE LIABILITY.** This insurance shall be in the name of the City and maintained in force for the duration of the contract by the Contractor. The policy shall provide a liability limit of not less than \$1,000,000 and shall protect against any and all claims, and liabilities for injury to or death of persons, or damage to property caused in whole or in part by, or alleged to have been caused in whole or in part by, the negligent acts or omissions of Contractor, Contractors agents, employees, or Subcontractor, in connection with or resulting from the operations performed under the terms of the agreement.
6. **EXCESS LIABILITY POLICY.** This insurance shall protect the Contractor against all claims in excess of the limits provided under the Commercial Automobile Liability and the Commercial General Liability. The liability limits of the Excess Liability Policy shall not be less than \$10,000,000.
7. **PROOF OF CARRIAGE OF INSURANCE.** The Contractor shall furnish the City satisfactory proof of carriage of the insurance required. All certificates of insurance shall state that 30 days written notice will be given to the City before the policy is canceled or changed. The Contractor and all Subcontractors shall include the City and the City's officers, agents and employees as "additional insured parties" on each policy for each project, except for Worker's Compensation Coverage. Each certificate of insurance shall state the type of coverage certified and shall be identified as one of the following:

Insurance Coverage Limits

- A. Worker’s Compensation Statutory
- B. Employer’s Liability \$100,000 each person
- C. Commercial General Liability
 - Bodily Injury \$1,000,000 each occurrence
 - Property Damage..... \$1,000,000 each occurrence
- D. Commercial Automobile Liability
 - Bodily Injury..... \$1,000,000 each occurrence
 - Property Damage..... \$1,000,000 each occurrence
- E. Excess Liability Policy \$10,000,000
Required X

Two copies of each certificate shall be sent to the City.

**ARTICLE XIV
DISPUTE RESOLUTION**

- 1. Negotiation. In the event of any dispute, claim, questions or disagreement arising out of or in relation to this Contract or any part of the Contract, or the breach thereof (the “dispute”) the parties hereto shall use their best efforts to settle such dispute. To this effect they shall consult and negotiate with each other in good faith, and recognizing their mutual interest, attempt to reach a just agreement which is satisfactory to both parties.
- 2. Mediation. If the dispute cannot be settled through negotiation within thirty (30) days, the parties agree to try in good faith to settle the dispute by mediation administered under the auspices of a recognized, established mediation service within the state of Colorado. If the parties are unable to settle the dispute through mediation within ninety (90) days, or if the parties fail to enter into mediation within ten (10) days after the expiration of the negotiation period, then the parties may initiate litigation relating to any dispute. In the event of litigation, venue shall be in the District Court of El Paso County, Colorado, or if subject to jurisdiction of the United States District, in the United States District Court for the District of Colorado.
- 3. Except as expressly provided for in the Contract, the parties waive all claims for consequential damages.

**ARTICLE XV
MISCELLANEOUS PROVISIONS**

- 2. Where this Agreement references a provision of the General Conditions or another Contract document, the reference incorporates all amendments or supplements.
 - 1. Notices concerning the Contract shall be in writing and be deemed sufficiently given when personally delivered or sent by certified or registered mail if sent to the respective addresses of each party as set forth above.
 - 2. Any modification of the Contract, including Change Orders, and any additional obligation assumed by either party in connection with this Contract shall be binding only if evidenced in writing signed by each party or an authorized representative thereof.

3. The rights of each party pursuant to this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express written consent of the other party. This contract is binding upon the successors and assigns to the parties.
4. Titles to the Articles in this Agreement are solely for convenience and shall not be used to explain, modify, simplify, or aid in the interpretation of this Agreement.
5. All duties, obligations, rights, and remedies provided for under the Contract are in addition to and shall not limit any duties, obligations, rights and remedies otherwise provided for by law.
6. No act or failure to act shall constitute a waiver of any right or duty, or constitute an approval or acquiescence, unless expressly provided for in writing.
7. The invalidity of any part or provision of the Contract shall not impair or affect in any manner the validity, enforceability or effect of the remaining parts and provisions of the Contract.
8. No applicable statute of limitations shall be deemed to have commenced with respect to any portion of the Work which is not in accordance with the requirements of the Contract, which would not be visible or apparent upon conducting a reasonable investigation, and which is not discovered by City until after the date which would be the date of commencement of the statute of limitations. The applicable statute of limitations instead shall be deemed to have commenced on the date of such discovery by City.
9. Nothing in this Contract shall be deemed to waive or otherwise limit any and all defenses available to the City pursuant to the Colorado Governmental Immunity Act or as otherwise provided by law.
10. The laws, rules and regulations of the State of Colorado, and City of Fountain shall be applicable in the enforcement, interpretation and execution of this Easement.
11. This Contract may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
12. **APPROPRIATION OF FUNDS BY THE CITY COUNCIL.** Payment by the City under the provisions of this Agreement after calendar year 2024 is subject to appropriation of funds by the City Council.

This Construction Contract is entered as of the first date written above and is executed in triplicate.

City of Fountain _____

By: _____

Printed Name and Title: _____

The above person's signature verifies his/her authority to execute this Contract on behalf of City.

Contractor: Pate Construction Co., Inc.

By: _____

Printed Name and title: _____

The above person's signature verifies her/her authority to execute this Construction Contract on behalf of the Contractor.

SECTION 00 41 00

BID FORM
(Exhibit "A" to Agreement)

TO: **OWNER:** City of Fountain
116 S. Main St.
Fountain, CO 80817

THE UNDERSIGNED BIDDER, having familiarized himself with the Work required by the Contract Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work,

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into Agreement in the form attached, to perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Agreement and the furnishing of materials and equipment required to be incorporated in and form a permanent part of the Work, tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and Bond, insurance and submittals; all as indicated or specified in the Contract Documents to be performed or furnished by Contractor in accordance with the following Bid prices (Contractor must submit on Base Bid and Bid Alternates, if any, to be considered).

Liquidated Damages. **OWNER** and Contractor recognize that time is of the essence of this Agreement and that **OWNER** will suffer financial loss if the Work is not substantially completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the **OWNER** if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, **OWNER** and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay **OWNER** in accordance with the following:

- 1. Late Substantial Completion \$ 2000 Per Day
- 2. Late Final Completion \$ 500 Per Day

Receipt of copies of the following addenda is hereby acknowledged.

<u>Addendum No.</u>	<u>Bidder's Signature</u>	<u>Date Acknowledged</u>
<u>1</u>		<u>1/19/24</u>
<u>2</u>		<u>1/31/24</u>
<u>3</u>		<u>2/8/24</u>
<u> </u>		<u> </u>

The undersigned Bidder agrees to furnish the required Bond and enter into Agreement within TEN (10) days after acceptance of this Bid, and further agrees to complete all work covered by the Bid, in accordance with specified requirements and in accordance with the following schedule:

Substantial Completion 200 Calendar Days after Notice to Proceed

Final Completion 30 Calendar Days after Substantial Completion

BASE BID SCHEDULE

Bid Schedule:

No.	Item	Unit	Quantity	Unit Price	Sub-Total Item
1.	General Requirements	LS	1	\$ 20,000.00	\$ 20,000.00
2.	Mobilization & Demobilization	LS	1	\$ 42,111.00	\$ 42,111.00
3.	Asphalt Removal and Replacement	LS	1	\$ 12,500.00	\$ 12,500.00
4.	Erosion Control	LS	1	\$ 57,926.00	\$ 57,926.00
5.	Testing, Disinfection and Startup	LS	1	\$ 18,084.00	\$ 18,084.00
6.	Revegetation	LS	1	\$ 25,236.00	\$ 25,236.00
7.	BNSF Coordination and Flagging	LS	1	\$ 15,000.00	\$ 15,000.00
8.	CDOT Permitting Requirements	LS	1	\$ 37,000.00	\$ 37,000.00
9.	30" DIP Fully Restrained	LF	6,657	\$ 400.00	\$ 2,662,800.00
10.	30" Fusible PVC C900 DR 21	LF	486	\$ 500.00	\$ 243,000.00
11.	42" Steel Casing (See Below*)	LF	469	\$ 4,000.00	\$ 1,876,000.00
12.	30" MJ Butterfly Valve	EA	7	\$ 25,656.00	\$ 179,592.00
13.	16" MJ Butterfly Valve	EA	4	\$ 7,200.00	\$ 28,800.00
14.	30" MJ Vertical 45-Deg Bend	EA	4	\$ 10,400.00	\$ 41,600.00
15.	30" MJ Vertical 11.25-Deg Bend	EA	2	\$ 9,681.00	\$ 19,362.00
16.	30" MJ Horizontal 90-Deg Bend w/ TB	EA	1	\$ 11,056.00	\$ 11,056.00
17.	30" MJ Horizontal 45-Deg Bend w/ TB	EA	6	\$ 9,893.00	\$ 59,358.00
18.	30" MJ Horizontal 22.5-Deg Bend w/ TB	EA	4	\$ 9,619.00	\$ 38,476.00
19.	30" MJ Horizontal 11.25-Deg Bend w/ TB	EA	5	\$ 9,681.00	\$ 48,405.00
20.	30" X 16" MJ Cross	EA	1	\$ 23,297.00	\$ 23,297.00
21.	30" X 30" MJ Tee	EA	1	\$ 32,655.00	\$ 32,655.00
22.	30" X 16" MJ Tee	EA	2	\$ 7,500.00	\$ 15,000.00
23.	30" Stub and Blowoff Assembly	LS	1	\$ 13,671.00	\$ 13,671.00
24.	30" X 12" Tee w/ Hydrant Blowoff Assembly	LS	1	\$ 28,079.00	\$ 28,079.00

25.	Temporary Hydrant Assembly	EA	2	\$ <u>22,969.00</u>	\$ <u>45,938.00</u>
26.	Reverse Concrete Anchors for 30" Pipe (Sheets C2 & C3)	EA	9	\$ <u>9,875.00</u>	\$ <u>88,875.00</u>
27.	Imported Granular Trench Stabilization Material	CY	30 100	\$ <u>35.00</u>	\$ <u>1,050.00</u>
28.	6 Gauge AWG Copper Tracer Wire	LF	7,400	\$ <u>2.00</u>	\$ <u>14,800.00</u>
29.	Tank Tie-In	LS	1	\$ <u>109,813.00</u>	\$ <u>109,813.00</u>
30.	Tie-in to Existing HDPE Pipe	LS	1	\$ <u>131,217.00</u>	\$ <u>131,217.00</u>

TOTAL BID PRICE:

Five Million Nine Hundred Forty Tousand Seven Hundred One and Zero Cents Dollars

(\$ 5,940,701.00)

***Proposed Steel Casing Diameter = 48 INCH inches**

Enclosed herewith is the required Bid Security, in the form of ~~cashier's check~~/Bid Bond (strike one), in the amount of 5% Dollars (\$) which the undersigned Bidder agrees is to be forfeited to and become the property of **OWNER**, as liquidated damages, should this Bid be accepted and he fails to enter into Agreement in the form prescribed and to furnish the required Bonds within ten (10) days, or should Bidder fail to enter such Agreement and give such bond or bonds, if Bidder fails to pay to **OWNER** the difference between the amount specified in this Bid and such larger amount for which **OWNER** may in good faith contract with another party to perform the Work covered by this Bid, but otherwise the Bid Security will be returned upon Bidder signing the Agreement and delivering the Payment, Performance and Warranty Bond.

In submitting this Bid it is understood that **OWNER** reserves the right to reject any and all Bids, and it is understood that this Bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of Bids.

The undersigned Bidder hereby certifies (a) that this Bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; (c) that he has not solicited or induced any person, firm, or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other Bidder or over the **OWNER**.

Attached herewith is a copy of Bidder's equipment rental rate schedule and a copy of rate schedules related to protection of Work during winter working conditions.

The full names and addresses of parties interested in this Bid as principals are as follows (include type of entity and state where organized, e.g. "a Colorado Corporation", limited liability company, etc.):

Blue Pate, 87 N Mission Drive Pueblo West, CO 81007 - Colorado Corporation

SIGNATURE OF BIDDER

Date: 2/14/24

If an Individual: (Signature) _____

print or type name: _____

doing business as: _____

If a Partnership: _____

by: (Signature) _____

General Partner

print or type name: _____

If a Corporation: Pate Construction Co., Inc. _____

(a Colorado _____ Corporation)

by: (Signature)  _____

print or type name: Bret Sutton

Title: Vice President

(S E A L)

Attest: Brean Bell

Title: V.P.

If a Limited Liability Company: _____

a _____ limited liability company

by: (Signature) _____

print or type name: _____

Title: _____

Attest: _____

Title: _____

If Bidder is a joint venturer, all venturers or their authorized agents must sign below.

Name of Joint Venture: _____

If Joint Venture is

An Individual: (Signature) _____

print or type name: _____

doing business as: _____

A Partnership: _____

by: (Signature) _____

print or type name: _____

General Partner

A Corporation: _____

(a _____ Corporation)

by: (Signature) _____

print or type name: _____

Title: _____

(S E A L)

Attest:

Title: _____

END OF SECTION



Equipment and Labor Rate Schedule SW LINK TRANSMISSION MAIN

EQUIPMENT	HOURLY RATE	SCHEDULE	
		LABOR	HOURLY RATE
		STRAIGHT TIME	OVERTIME RATE
JD 160D LC	\$110.00		
JD 410	\$52.00	Supervisor	\$79.11
JD 710	\$67.00		
JD 35G Mini Ex	\$47.00		
JD 60G Mini Ex	\$50.00		
JD 85G Excavator	\$55.00	Corrosion Worker II	
JD 210-LC	\$33.00	Engineering Aide II	
JD 6215	\$40.00	Service Inspector	
Bobcat Skid Steer S-650	\$50.00	Sr Equip Maint Mechanic	
Ditch Witch	\$50.00	Sr-Meter Repair Worker	\$56.69 \$64.93
JD 670D Motor Grader	\$92.00		
Tandem Bucket Truck	\$100.00		
Tandem Dump-D	\$78.00	Service Worker III	\$56.69 \$74.00
2-T Pipeline-D	\$60.00		
Single Axel Dump Truck	\$65.00		
1 1/2-T Truck-D	\$47.00		
1-T Truck-G	\$40.00	Equip Maint Mechanic	\$53.95 \$62.30
3/4-T Truck- 4x4	\$39.00		
3/4-T Truck-G	\$35.00		
Service Truck-G	\$30.00	Engineering Aide I	
Service Truck 4x4G	\$35.00	Meter Service Worker/Floater	\$49.18 \$56.56
Lull Forklift 3-T-Teles	\$43.00		
Forklift 3-T-G	\$28.00		
Mobile Hammer	\$0.00	Equipment Operator	
Towmaster T-12DT	\$40.00	Service Worker II	\$49.18 \$64.43
20 Ton Equipment Trailer	\$65.00		
Load Trailer-Mini Ex Trailer	\$40.00		
Confined Space Trailer	\$35.00	Stocker	\$44.59 \$51.46
Chlorine Trailer	\$28.00		
Utility Trailer	\$32.00		
Air Compressor	\$22.00	Stocker Assistant	\$38.60 \$43.44
Concrete Saw	\$20.00		
Generator	\$17.00		
Cut Off (Demo) Saw	\$15.00	Service Worker I	\$38.60 \$49.61
Leak Detector	\$30.00		
Rammer Compactor	\$22.00		
Space Heater	\$10.00		
Trenching Shields 6'x12'	\$22.00		
Trenching Shields 8'x10'	\$22.00		
Welder	\$25.00		

G-Gas
D-Diesel



SOUTHWEST LINK TRANSMISSION MAIN PROJECT MAP





Regular City Council Meeting

New Business –9D

Strategic Plan Update to City Council

February 27, 2024

Summary Information

Title:

UPDATE TO CITY COUNCIL AND THE PUBLIC ON THE 2022-2024 STRATEGIC PLAN

Initiator: Scott Trainor

Presenter: John Trylch

Legal Review: Yes No

Council Action

Council Information

Report to Council

Summary Overview and List of Attachments:

In accordance with the accountability measures built into the 2022-2024 Strategic Plan, staff has provided an update on the status of the plans 30 Strategic Objectives, and is presenting that update to Council and the public.

Previous Action by City Council:

Approval of the City of Fountain 2022-2024 Strategic Plan in 2022.

Background Information

This Strategic Plan Update Presentation updates Council on progress in achieving the 2022-2024 Strategic Plan Objectives in support of the Strategy’s Strategic Priorities.

Strategic Plan Priority (if applicable):

- Facilitate responsible development, building reasonable capacity to meet future community needs.
- Diversify city financial resources and invest.
- Provide reliable access to public safety services.
- Improve the quality and availability of parks and recreation opportunities

Recommendation

Proposed Motion

**Economic Development Commission
November 13, 2023**

General Meeting Minutes

(COVID Social Distancing Protocols and Unvaccinated Masks in Effect)

Interim Chair Thomas called a regular monthly meeting of the Economic Development Commission to order at 5:35 pm. Commissioners present included Phyllis Baez, Terrence Diaz, and James Flowers. Staff in attendance included Economic Development Director (EDD) Kimberly Bailey and Economic Development Specialist (EDS) Nate Shull.

APPROVAL OF MINUTES

Interim Chair Thomas presented for approval the October 9, 2023, meeting minutes. Flowers motioned for approval, seconded by Diaz, and passed unanimously by the board.

NEW ITEMS

2024 Business Education Speaker Series

EDS Shull introduced the department's 2024 pilot program referred to as the EDC Business Education Speaker Series. This series snapshots individual guest speaker presentations as a program to build upon awareness of, and gain a greater audience participation within, the EDC. The series objectives are 1) to educate/promote awareness on various projects and initiatives in our region stewarding economic health, and 2) to provide an introduction on how to access resources and programs available to serve the business community. The series is designed to be hosted every other month as part of the EDC general board meetings, which transpire the second Monday of the month, effective January 2024.

EDD Bailey noted that four speakers have already been confirmed with the remaining spots to be filled on a first-come, first-serve basis. Flowers, in his working relationship with the Fountain Valley Chamber of Commerce (FVCC), offered several potential organizations for the speaker series, including the Veteran Business Outreach Center, the Pikes Peak Library District, and the Pikes Peak Workforce Center. EDS Shull stated he would follow up individually with the Commissioners to further discuss speaker participant suggestions.

DCI Colorado Challenge Accelerator Program

EDS Shull referenced the Downtown Colorado Inc's Challenge Accelerator Program (CAP) handout containing the scope of services under a contract for community assistance, recently awarded to the ED department for 2024 engagement. CAP provides select communities with complementary technical assistance services in transforming community challenges into opportunities, with this year's program having emphasis on redevelopment of opportunity sites and brownfields in the Olde Town district. DCI is offering the complement community assistance program as part of a generous grant from Kansas State University's Technical Assistance for Brownfields. Milestone deliverables shall include a stakeholder analysis, a policy review framework, a redevelopment funds list, a target developer partner profile, and a property pitch sheet. The final deliverable is a Challenge Action Plan which identifies fiscal, regulatory, and communicative resources for redeveloping a select property that will be used for building community capacity and soliciting prospective developers. Shull noted currently staff is working with DCI on project evaluations for consideration, with an overall program timeline of 6 months, and the city will serve as a community panelist during a case study presentation given at the DCI annual conference in April 2024.

EDC New Year Effective Date, March 1, 2024

EDD Bailey referenced a draft 2024 EDC meeting calendar highlighting the City's observed federal holidays and the proposed EDC monthly meeting dates, from which she subsequently asked for Commissioner feedback. Commissioner Baez recommended that the proposed Nov 18th EDC meeting be moved to Nov 4th, noting the immediacy of the Thanksgiving Holiday and short gap between EOY meetings. All other Commissioners agreed, and with no further modifications, EDD Bailey offered to prepare a final calendar docket for distribution.

Additionally, EDD Bailey shared a reminder that March 1, 2024 is the board's official term year per EDC bylaws. As such, staff and Commissioners will begin to recruit for board vacancies (including the now vacant Chair position), as well as officially appoint its Board Chair and Vice Chair for 2024 which is officiated at the board level and not by City Council.

UPDATES

EDCC Annual State Conference Recap

EDS Shull relayed highlights from his attendance of the EDCC Annual State Conference in Grand Junction, CO. Highlight topics from the event included: Economic data analysis platforms, current and upcoming legislative issues centered on economic and business health, regional tourism impact, and strategic partnerships. He was a participant in the Fruita, CO mobile tour which featured a creative business incubator facility and he attended presentations from key speakers which included: Eve Lieberman, Executive Director of OEDIT, and Kat Correll, Downtown Colorado, Inc.

Monthly Economic Dashboard Report (November)

EDD Bailey referenced the two Economic Dashboard reports for November, as furnished by the data providers UCCS College of Business and Data Driven Economic Strategies. Bailey noted the distinctions between both reports this month, emphasizing Mr. Craighead broader macro approach to economic affairs. EDS Shull pointed out his observation of the impact of both the Israeli-Palestinian conflict and the Russian-Ukrainian conflict on domestic economic activities, namely the price of gasoline and reduced consumer spending. No further commentary was shared by the board.

COMMISSIONER COMMENTARY TIME

Olde Town

- Thomas noted two business closures recently at the Dale Street Center and inquired about the former Fountain Newspaper building. EDD Bailey mentioned the building was purchased by the City, located east of City Hall, and is currently undertaking some interior remodel work, although no tenant has yet been identified.

Small Business Advocacy

- Flowers reminded the Commissioners about Small Business Saturday being held on November 25, as well as the El Paso County Small Business Resources event being held on Thursday, November 16. He shared the FVCC has three new board members and two new ambassadors with its membership evaluating a code-of-conduct policy. In closing, he encouraged the Commissioners to stop by the new Smoothie King location at Mesa Ridge Marketplace.

Business Development/Policy

- N/A at this time

Real Estate Market

- Flowers inquired about the new development between Bradley and Fountain Mesa vicinity. EDD Bailey clarified that it is a six-phase project, known as Aspen Ridge, with a significant density of new homes and associated commercial sites which are located in unincorporated El Paso County. She mentioned the project was presented to the EDC during 2023 as a potential impact area for Fountain businesses and commuter traffic.

Military

- N/A at this time

ANNOUNCEMENTS

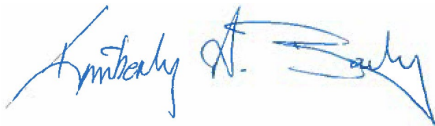
- Upcoming Community Events
 - Fri, Nov 17 – Holiday Tree Lighting, 6:00 PM to 7:00 PM, the Lawn at City Hall
 - Sat, Nov 25 – Small Business Saturday
 - <https://pikespeaksbdc.org/what-we-do/events/small-business-saturday/>
- Board Quorums/Availability (*December*)

EDS Shull mentioned the department’s successful business outreach effort to elicit interest from six businesses in Small Business Saturday participation via promotion/spotlighting on the Small Business Development Center website. EDD Bailey noted this is the first year in which Fountain businesses would be featured for Small Business Saturday and expressed her enthusiasm for the ongoing Old Town business engagement.

EDD Bailey discussed Board quorum availability as to the EDC December 11, 2023 general meeting. After a round of general discussion by the board, Thomas motioned to Abstain in December due to lack of quorum, seconded by Diaz, and passed unanimously by the Board; staff will post a public notice.

- EDD Bailey stated the next EDC general meeting will transpire on January 8, 2024 @ 5:30pm in Council Chambers, City Hall with our first Business Education Speaker Series by Mr. Phil Martinez, American Red Cross of Southeastern CO.

Interim Chair Thomas asked if there was further business. No further topics were brought forth by subsequent board members; therefore, Thomas motioned to adjourn, seconded by Flowers, passed unanimously at 6:19 pm.



Kimberly Bailey

02/12/24

Date