

**CITY OF BURLINGTON  
KIT CARSON COUNTY  
CITY COUNCIL  
REGULAR MEETING  
AGENDA  
06-2017  
COMMUNITY BUILDING ROOM A  
340 S 14<sup>TH</sup> STREET  
March 26, 2018  
6:30 PM**

- 1      **Call to Order**
- 2      **Pledge of Allegiance**
- 3      **Consent Agenda Items**  
*Any consent agenda item may be removed from the Consent Agenda and placed under Business if discussion is desired. Otherwise, one motion will pass all items.*  
.  
Renewal of liquor license for Tequilas Mexican Grill.
- 4      **Public Comment**
- 5      **Unfinished Business**  
A. Discussion on award letter from DOLA for the relocation of Well #11.
- 6      **New Business**  
A. Approval of Mayor's signature on the Display and Services Agreement with Tri-State Fireworks Inc.  
B. Discussion on the 2018 City of Burlington Street Sealing Project and Specifications.
- 7      **Reports from City Departments**

Administrator- Jim Keehne	Old Town- Nikki Wall
Clerk- Shelly Clark	Activities- Tyson Weisshaar
Economic Development- Rol Hudler	Airport-Daniel Melia
Police- Barry Romans	Library-Nick McCarty-Daniels
IT-Suzy Velasco	
- 8      **Council Comments**
- 9      **EXECUTIVE SESSION: CRS Section 24-6-402(2)(f) for the purpose of discussion of a personnel matter.**
- 10     **Adjournment**
  - A. Mayor Dale Franklin
  - B. Mike Halde
  - C. Mark Burghart
  - D. Kamron Weisshaar
  - E. Beth Crites
  - F. Harold McNerney
  - G. Greg Swiatkowski

*Emergency matters that may come before Council may be discussed with decisions to be ratified at a subsequent Council meeting.*



**COLORADO**  
Department of Local Affairs  
Division of Local Government

March 12, 2018

The Honorable Dale Franklin, Mayor  
City of Burlington  
505 Harrison Avenue  
Leadville, CO 80461

RE: EIAF #9091 - City of Burlington - Burlington Nitrate Reduction - Supplemental

Dear Mayor Franklin:

On April 4, 2016 you received an EIAF grant award in the amount of \$2,000,000 to assist with the above mentioned project. Due to unforeseen additional costs, I am offering to provide an additional \$100,000 in assistance. We anticipate these grant funds will be from state severance tax proceeds which may cause you to go to election to receive and spend these funds. You should confer with your legal and budget advisors to determine if such an election is necessary. With this supplemental funding, the total amount of grant funding provided for this project is increased to \$2,100,000.

Please contact your regional manager, Greg Etl, at (970) 521-2414 for information on how to proceed. Expenditure of State funds prior to the contract being fully executed cannot be included in the contract budget or reimbursed by the State. If a circumstance arises and a grantee must spend their match dollars sooner than the full execution of the grant agreement, the Regional Manager for the respective grantee must be contacted immediately to discuss the need and offer an appropriate solution. Per our program guidelines, this offer is valid for one year from the date of this letter.

Good luck with your project. Let us know if we can be of any assistance.

Sincerely,

Irv Halter  
Executive Director

cc: Jerry Sonnenberg, State Senator  
Jon Becker, State Representative  
James Keehne, City Administrator  
Greg Etl, DOLA



## DISPLAY AND SERVICES AGREEMENT

THIS PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "Agreement" made and entered into this 2<sup>nd</sup> day of March, 2018, by and between Tri-State Fireworks, Inc. P.O. Box 31 Brighton, CO 80601 (hereinafter referred to as "SELLER) and:

City of Burlington  
415 15<sup>th</sup>  
Burlington, Colorado 80807

(hereinafter referred to as "BUYER")

1. **TIME AND PLACE: POSTPONEMENT/CANCELLATION, SELLER** agrees to deliver display fireworks product for the execution of fireworks display to be held on:

July 4, 2018

At the following location: Burlington High School  
380 S. 18<sup>th</sup> Street  
Burlington, Colorado 80807

Weather permitting. An alternate inclement weather (generally excessive wind and/or precipitation) date during the 2018 calendar year is to be designated by BUYER and agreed upon by SELLER, at the same place set forth herein above. It is agreed and understood by and between the parties hereto that BUYER shall have sole, exclusive and final determination of the suitability of the weather conditions at the time of the display, and in the event BUYER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, BUYER shall have the exclusive right and option to postpone the starting time of the display and/or delay the display in its entirety, until conditions have improved and are appropriate for the safety of all involved, or until the alternative inclement weather date as set forth hereinabove. In the event the display cannot be postponed to an alternate date within the calendar year, SELLER shall have the right to retain, thirty percent (30%) of the total contract price per display for expenses incurred and services rendered.

2. **INSURANCE:** SELLER agrees to provide a Certificate of Insurance showing SELLER and BUYER. The BUYER agrees to provide a complete list of additional insured to be named on the certificate.

3. **SECURITY/SAFETY:** BUYER is responsible for procuring and managing the following: Adequate security personnel, barricades, ropes with flags, etc., to barricade all closed areas to spectators; sufficient space to be clear and free of all persons except those expressly authorized or put in place by BUYER.

4. **PREPERATION OF DISPLAY:** BUYER shall be responsible for all aspects of the setup and operation of the display.

5. **PLACEMENT:** BUYER shall determine the placement and arrangement of fireworks display devices, spectator viewing areas, and any and all equipment involved with the

pyrotechnic display to ensure the highest degree of show integrity and shall have sole discretion over placement necessitated by applicable federal, state, local safety, fire or other regulations.

**6. COMPENSATION:** Compensation shall be made to the SELLER in the amount of Ten Thousand Dollars (\$10,000.00), to be paid on delivery. Unpaid accounts are subject to one and one half percent (1 1/2%) interest charge per month after fifteen days. All applicable state or local sales tax will be payable by the BUYER.

**7. INDEMNIFICATION:** It is understood that BUYER will indemnify and hold harmless the SELLER hereunder, its agents, employees and persons contracted by SELLER for and against all losses, damages, demands, costs, claims, suits and other related actions or proceedings of whatever nature or kind resulting from damages or injury arising in any way out of the fireworks products or other products furnished by SELLER under the terms of this Agreement, resulting from any source other than one the negligence of SELLER hereunder, or its agents or employees, or from a source other than one for which insurance coverage has been provided pursuant to paragraph three of this agreement above.

**8. FORCE MAJEURE:** Subject to the provisions of paragraph one above, any failure or omission of BUYER or SELLER under this Agreement due to an act of GOD, enactment, rule, order or any act of government instrumentality (whether federal, state, or local), other causes beyond the control of BUYER or SELLER, or force majeure will not constitute a breach or default under this agreement.

**9. CONSTRUCTION/ASSIGNMENT/APPLICABLE LAW:** If any term, provision, covenant, or condition of this Agreement is held by any court of competent jurisdiction to be invalid, void or unenforceable or in any such provision is waived or not enforced by any party hereunder, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated, This Agreement, including any documents incorporated or referred to herein, constitutes the entire Agreement between the parties, and this Agreement may not be altered or amended except by written addendum to this Agreement executed by both BUYER and SELLER, This Agreement shall be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of each of the parties. It is agreed and understood by and between the parties hereto that this Agreement is subject to, and shall be interpreted under, the laws of the State of Colorado, and any aspect of this Agreement shall be controlled by and interpreted under the laws of the State of Colorado, as they may exist from time to time.

**10. ATTORNEY FEES:** If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to recover all costs of suit and reasonable attorney's fees.

TRI-STATE FIREWORKS, INC.  
"SELLER"

CITY OF BURLINGTON  
"BUYER"

By:  \_\_\_\_\_

By: \_\_\_\_\_

Date: April 13, 2018

Date: \_\_\_\_\_

Tri-State Fireworks, Inc.

# Invoice

P.O. Box 31  
Brighton, CO 80601  
(720) 685-9785

Date	Invoice #
3/2/2018	1448

Bill To
Town of Burlington c/o Tim Ellis P.O. Box 366 Burlington, CO 80807

P.O. No.	Terms	Project
BUR18	Due on receipt	

Quantity	Description	Rate	Amount
1	July 4, 2018 Fireworks Display Package	10,000.00	10,000.00
Thank you for your business		<b>Total</b>	\$10,000.00



## REQUEST FOR QUOTE

### 2018 CITY OF BURLINGTON STREET SEALING PROJECT

The City of Burlington is requesting quotes for performance of their 2018 City of Burlington Street Seal Coat/Chip Seal Project. The 2018 City of Burlington Street Seal Coat/Chip Seal Project consists of approximately 129,000 square yards of surface area, that will receive an application of seal coat material, rock material, and fog coat material as described in the bid specification. Work will be performed on project identified streets, in a weather environment conducive to application of all material to ensure quality application. Work on Project shall begin no later than June 01, 2018 and completed not later than August 01, 2018. Project Identified Streets are described in the bid specification.

Bids Specifications are available for pickup at:

City of Burlington  
415 15<sup>th</sup> Street  
Burlington, CO 80807

Bids are also available on City of Burlington web site:

[www.burlingtoncolo.com/bids](http://www.burlingtoncolo.com/bids)

All Bids must be returned to City of Burlington in sealed envelope marked "2018 Burlington Street Sealing Project". Bids must be received at City of Burlington, City Hall no later than 2:00 P.M., April 20, 2018. Bids will be opened and recorded at 2:01 P.M., April 20, 2018.

*The City of Burlington is an Equal Opportunity Employer*



**CITY OF BURLINGTON  
STREET SEAL COAT/CHIP SEAL BID SPECIFICATION**

The 2018 City of Burlington Street Seal Coat Project consists of approximately 129,000 square yards of surface area, that will receive an application of seal coat material, rock material, and fog coat material as specified below. Work will be performed on Project identified streets, in a weather environment conducive to application of all material to ensure quality application. Work on Project shall begin no later than June 01, 2018 and completed not later than August 01, 2018. Project Identified Streets are identified in Appendix A.

**DESCRIPTION**

It is the intent of this specification to describe the 2018 City of Burlington Street Seal Coat Project and material specifications. Contractor shall furnish all labor, equipment, supplies, signage, traffic control and other incidentals necessary to provide an application of emulsified asphalt, cover coat aggregate and a fog seal to existing roadway surface. Contractor may furnish material required for surface application though the City of Burlington (City) reserves the right to source material on its own. Bids should reflect including and excluding material costs.

**MATERIAL**

**Base Emulsion:**

Cationic Rapid Set emulsion (CRS-2) shall be an emulsified blend of asphalt water and emulsifiers. The emulsion standing undisturbed for 24 hours shall be smooth and homogeneous throughout. Emulsion shall be pumpable and suitable for application through a distributor.

**Aggregate Material:**

The chip or cover coat aggregate shall be washed, hard, durable, clean rock or steel slag and shall be free of clay balls, coatings or other detrimental material. All of the aggregate shall be crushed gray granite or steel slag with 100% fracture faces. The aggregate shall have maximum loss of 20% when tested with the Los Angeles Abrasion procedure as defined by AASHTO T96. The maximum amount of flat and elongated aggregate with a ratio of 3:1 shall not exceed 12% as determined by ASTM D4791. Only one source of aggregate shall be used to conform to the following gradations.

The aggregate must be tested to assure compatibility with the emulsion proposed.

**Cover Coat Aggregate**

Sieve Size    3/8" Chip

3/8"            98%



## CONSTRUCTION REQUIREMENTS

### **Equipment:**

The size and condition of all equipment shall be approved prior to construction. Should equipment be unsatisfactory for whatever cause, the Contractor shall remove and replace equipment without delay or costs. The equipment shall conform to the following minimum requirements.

### **Bituminous Distributor:**

The distributors shall be self powered and capable of providing a uniform application rate of emulsion varying from .1 to .5 gallons per square yard over a variable width up to 20 feet in a single pass. The uniformity of the distributors shall not vary by more than two hundredths gallons per square yard. The distributors shall be equipped with a variable power unit for the pump and full circulation sprayer bars, which are adjustable laterally and vertically. The nozzle angle and bar height shall be set to provide one hundred percent of double coverage in a single pass. Where multiple passes will be required to complete full width, the four inches adjacent to the second pass may be left with fifty percent coverage so that the next pass will complete the full application rate specified. Distributors shall be self powered and include computerized application controls, tachometer, pressure gauges, accurate volume measurement devices, calibrated tank, and a thermometer for measuring temperatures of the emulsion in the tank.

### **Aggregate Spreader:**

The aggregate spreader shall be self-propelled and supported by at least four tires on two axles capable of providing uniform application rate of aggregate from ten to thirty pounds per square yard over a variable width up to twenty feet in a single pass. The uniformity of this equipment shall not vary by more than one pound per square yard. The aggregate spreader shall be equipped with the means of applying the cover coat material to the surface with computerized application controls, so that the required amount of material will be deposited uniformly over the full width of the bituminous material. A computer rate rate controlled aggregate spreader shall be required.

### **Rollers:**

A minimum of two self-propelled pneumatic tired rollers shall be used on the project otherwise approved by the Project Manager. The rubber tired rollers shall have a gross load adjustable to apply 200-250 pounds per inch of rolling width. Tire pressure shall be specified for the pneumatic tire rollers and shall not vary more than plus or minus 5.0 psi. Depending on the speed of the Chip Seal operation and the width of coverage, additional rollers may be required. At no time shall the rollers travel more than 10 miles per hour.

### **Sweepers:**

The proposal should include the sweeping operations associated with this project, including sweeping prior to starting and after completion. **The City of Burlington reserves the right to perform sweeping operations, therefore bids should reflect both including sweeping operations and excluding sweeping operations.**





## **MATERIAL APPLICATION RATES**

Material	3/8" Chip (Aggregate)
CRS-2 Base Emulsion	.30 - .35 Gal/SY Minimum
Cover Coat Aggregate	25 lbs/SY Minimum
CQS Fog Seal	.09 Gal/SY

The specific emulsion and cover aggregate application rate shall be determined using factors such as surface temperature, traffic volume, existing road condition and time of year. The Contractor may alter the application rate at any time during the course of construction upon approval by the Project Manager.

### **Manholes, Valve Boxes and Existing Thermo Markings:**

Manholes, valve boxes and thermos markings will be covered by the City of Burlington prior to the operation and likewise will be removed by the City after project completion.

### **Weather Limitations:**

The Chip Seal shall not be applied when the pavement is moist, or when the weather is or may be detrimental. Detrimental weather is defined as rain showers, cool temperatures, moist pavement, threat of rain showers, or other environmental factors which could affect the performance of the Seal Coat/Chip Seal Project. No Chip Seal shall be applied if either the pavement or air temperature is below 55° F (10° C) and falling, but may be applied when both pavement and air temperatures are above 50° F (7° C) and rising.

## **EXECUTION OF THE WORK**

### **Application of Bituminous Materials:**

The application of the emulsion shall be performed by means of a pressure distributor in a manner to achieve a uniform and continuous spread over the asphalt surface. The temperature of the emulsion shall be a minimum of 160°F. The quantity of emulsion per square yard shall be as specified herein and agreed upon with the Project Manager. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made. Repairs shall be made immediately after deficiencies are noted and prior to the aggregate placement at all times during construction. The width of the emulsion application shall be no greater than the width of the aggregate spreader except where additional passes are required then the emulsion shall be four inches beyond the aggregate spread at a fifty percent application rate. At no time shall the emulsion be allowed to break, chill, setup, harden, or otherwise impair the aggregate retention before the aggregate has been properly applied and rolled.



**Application of Cover Coat Aggregate:**

The aggregate shall be applied immediately following the emulsion application by the approved aggregate spreader. The quantity of cover coat aggregate per square yard shall be as specified herein and agreed upon with the Project Manager. The Contractor, prior to start of work, shall calibrate the aggregate spreader to achieve the design application rate of the cover coat aggregate. Spreading shall be accomplished in such a manner that the tires of the trucks and aggregate spreader never contact the newly applied bituminous material. The width of the aggregate spreader shall be equal to the width of the emulsion spread, except where additional passes are required. Areas which are deficient in aggregate shall be covered immediately with additional material using an acceptable method.

**Rolling:**

Initial rolling shall begin immediately after the application of cover coat aggregate. Rollers shall work in tandem and complete a minimum of three passes with sufficient overlap. Should the rolling operation be delayed, the aggregate and emulsion spreading shall be halted until the operation regains proper sequencing and timing. The maximum speed of the rolling operation shall be 10 miles per hour.

**Sweeping and Fog Sealing:**

The contractor is expected to sweep excess aggregate from the roadway and adjacent areas after curing of the chip seal. **The City may opt to perform the sweeping function as stated herein.** Completion of the Fog Seal will be coordinated between the Contractor and the Project Manager after the sweeping has been completed. After the initial sweeping an application of Fog Seal shall be applied to all areas chip sealed. The CQS Fog Seal or approved equal emulsion shall be diluted 40 percent with water or as previously agreed to by the Project Manager. The application rate may vary between .09 and .10 gallons per square yard as deemed necessary by the Contractor and Project Manager.

**Traffic Control:**

A written traffic control plan approved by the Project Manager and developed in conjunction with the Manual on Uniform Traffic Control Devices (MUTCD) will be required before any work commences. **The City will provide up to four (4) individuals to assist with sign placement and removal, and control at intersections during the project.** The cost for signage, markers and additional traffic control necessary to complete the project shall be included in the unit price of the Chip Seal.

**Public Notification:**

The City will distribute an information flyer to all residents in the vicinity of the project and will post on the City's Facebook page, website, and paper prior to the anticipated start of the project. To provide for ample notification, the Contractor must inform the Project Manager of the intended dates of the project at least two weeks before the planned start. Should circumstances warrant altering a date, the Contractor must notify the Project Manager of the change as soon as practicable.



## **MATERIAL DELIVERY**

The aggregate must be delivered at least one week prior to the project start date, unless supplied by City. Bituminous material and Fog Seal material may be delivered at any time prior to the start of the project, unless supplied by the City.

## **INSURANCE REQUIREMENTS**

The successful bidder will be required to furnish evidence of satisfactory insurance coverage as indicated below prior to execution of an agreement.

- a. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.
- b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure and maintain insurance in sufficient amounts, durations, or types.
- c. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the City. All coverage shall be continuously maintained from the date of commencement of the Work until acceptance of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - (1) Workers' Compensation Insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – each employee.



- (2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
  - (3) Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) each occurrence and THREE HUNDRED THOUSAND DOLLARS (\$300,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned or used in performance of services. The policy shall contain a severability of interests provision.
- d. The general liability policy required above shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability Insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above
  - e. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall identify the Project and shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words "endeavor to" appear in a portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
  - f. Failure on part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.



- g. The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

### **PROJECT MANAGER**

Street Superintendent Roger Hartley will be the Project Manager for this project, any questions concerning this bid request should be addressed to Jim Keehne, City Administrator, prior to the **April 20, 2018** bid opening.

### **RETURN OF BIDS**

#### **Return Bids to the following:**

City of Burlington Street Sealing Project  
415 15<sup>th</sup> Street  
Burlington, CO 80807

All Bids must be returned to City of Burlington in sealed envelope marked "**2018 Burlington Street Sealing/Chip Seal Project**". Bids must be received at City of Burlington, City Hall no later than **2:00 P.M., April 20, 2018**. Bids will be opened and recorded at 2:01 P.M., April 20, 2018.

Respectfully,

Jim Keehne, City Administrator  
City of Burlington



**APPENDIX A**

<b>Street</b>	<b>Width</b>	<b>Length</b>	<b>Square Yards</b>
Senter Av (Lincoln to 8th St)	58	5280	34026.7
Senter Av (Lincoln St to Genessee	54	528	3168.0
Senter Av (Genessee St to Hollowell St)	59	528	3461.3
Lincoln St (Rose Av to S Railroad Av)	42	2000	9333.3
S Railroad Av (Lincoln St to 8th St)	42	5280	24640.0
15th St (Elm St to S Railroad Av)	32	2500	8888.9
15th St (S Railroad to Rose)	39	2112	9152.0
Elm St (15th St to 13th St)	32	778	2766.2
Circle Dr (15th St to 13th St)	33	737	2702.3
Jasmine St (15th St to 13th St)	32	745	2648.9
Colfax St (15th St to 13th St)	33	837	3069.0
14th St (Elm St to Colfax Av)	40	1718	7635.6
13th St ( Elm St to Colfax Av)	43	1749	8356.3
13th St (S Railroad to Rose Ave)	39	2112	9152.0
<b>Total</b>	<b>52.55</b>	<b>26904</b>	<b>129000.6</b>



**CONTRACTOR BID SHEET**

**CITY OF BURLINGTON STREET SEAL PROJECT – 129,000 SQUARE YARDS**

Complete Project Cost - Cost Per Square Yard \$

Project Costs (Breakdown of Material, Equipment, Labor)

Mobilization Costs \$

Traffic Control MUTCD Compliant Cost \$

Material Costs

CRS-2 Asphalt Oil or Equivalent (per square yard) \$

3/8" Rock Base Material (per square yard) \$

CQS Fog Seal/Coat or Equivalent (per square yard) \$

Equipment Costs (Provide for equipment and cost breakdown) \$

Labor Costs \$

Company Name:

Address:

Phone:

E-Mail:

Authorized Signator:

By:

Date:

*" Building a Stronger Community For Tomorrow! "*



March 26, 2018

## City Administrator’s Summary Report

March 12 – March 26, 2018

### Administration

- Ongoing monitoring and testing continues for the Central Blending Plant and supporting Wells.
- Provided Colorado Department of Public Health and Environment with 2016 Report addressing Backflow Prevention and Cross Contamination Compliance (BPCCC) reporting requirements. With this a plan for 2017 and beyond has been developed to ensure we maintain compliance with CDPHE regulations. 2017 Report is due May 01, and we are already working towards completing reporting requirements and providing information to CDPHE. We also worked with the Burlington Record to put out article describing BPCCC program, state regulations, and reporting requirements to CDPHE.
- Received notification from DOLA where the Supplemental Grant applied for rehabilitation efforts of Well 11 have been approved. There are certain considerations which must be addressed prior to receipt and expenditure of these funds, i.e., enterprise status of the fund vs. election to expend funds. As the funds are from state severance tax proceeds, the Enterprise receiving the funds may go to the electorate to expend these funds. This really is not an option as the next election is in November with no allocation made until the end of the year, thereby missing our window of opportunity for well rehabilitation. We may opt to accept funding though may lose enterprise status for the year for our water department if the enterprise exceeds 10% of its total revenue for the year from grants from State of Colorado or Colorado local government. Loss of enterprise status for the year is not a huge issue, meaning that no additional funding through the state for water related projects can be obtained for the remainder of the year, and if rate increases were required in 2018, they would not be able to be implemented except through election.
- We have received final pay applications for our water project from Merrick and Company. These have been signed and submitted to Steve Rabe for review and further sending to state for reimbursement from both grant and loan. Preliminary numbers indicate that there will be no additional monies left in our grant and loan to fund the relocation or well 11. Previously I had reported that we would have approximately \$40,000 left. Due to final change orders and payouts, the remainder was utilized to make final payouts, thus affecting our budgeting of Well 11 rehabilitation.
- There were no monies budgeted for Well 11 rehabilitation in 2018. As previously stated, with the preliminary budget for this project, City funding up to \$100,000 would be through reserves, and \$40,000 would have been through left over funding through grant and loan. With all of the grant and loan money being expended on the water quality project, Well 11 rehabilitation can still be accomplished through reserve funding, and moving the Legacy Drainage Capital Project out one year. Budget for this project would now look like:

<u>Project Cost</u>	<u>\$224,446</u>
DOLA Funds	\$100,000
Water Reserve Funding	\$ 90,000
<u>Capital Improvement Funding</u>	<u>\$ 34,446</u>

The remaining \$34,404 in Capital Improvement for the Legacy Drainage Project will be utilized for planning and development of the Legacy Drainage Project at a cost of approximately \$5,000. The remaining funds will carry over to the following year.



- Developed Bid Specifications for this years' street project that involves seal coating and chip seal application on identified streets in need of immediate repair. This is attached in your packet and has been posted in Burlington Record. Bids are due back on April 20<sup>th</sup>. This project was identified in our capital improvement plan in the 2018 budget.
- Met with XCEL Energy last week and was informed that this years' energy purchase rates will remain fairly level for the remainder of the year unless fuel prices rise to a level where rate increases would be necessary. I also began laying the groundwork for working with XCEL to assist with funding for the development of a new sub-station to aid in powering the area north of Railroad Avenue. As buildout has been occurring in the Industrial Park, we are recognizing that additional power needs are necessary. Currently we are working with Damien Berger of Atwell our electrical engineering consulting firm to identify our needs for the next ten years. As we are just in the preliminary stages of this project, there are no costs involved, and none are anticipated for the remainder of this year. This will become a part of our capital plan for the future. We are trying to get ahead of the curve with this so we are not caught short later on, especially when it comes to supplying consistent and reliable energy to our system users.
- In your packets is a Display and Services Agreement for Pyrotechnic Display with Tri-State Fireworks, Inc. of Brighton, CO. The City has been working with Tri-State Fireworks to provide this service for over 20 years, at a cost of \$10,000. This is reflected in the 2018 Budget 10-31 Fire, 53050. Request that mayor be approved to sign the attached Pyrotechnic Display and Services Agreement with Tri-State Fireworks, Inc. for our annual 4<sup>th</sup> of July event.

## Operations

- Water/Wastewater and Water Quality Project Update – Over the next few months ongoing regular testing is taking place to establish a solid baseline of nitrate levels and chlorine residual levels at the central blending plant. Ongoing testing of contributing wells is also being done with weekly sampling sent to the state for comparison purposes. Once the baseline has been established, monitoring the system over time will result in the removal of public notices.
  - Ongoing water quality testing continues, along with continuous monitoring of our chlorination of effluent from the wastewater treatment facility.
  - Ongoing testing of nitrates and chlorine residual taking place weekly
  - 1st Quarter all-inclusive testing has been conducted and submitted to the lab for testing
  - Ongoing distribution of Cross Contamination/Backflow Prevention Surveys taking place. This will be an ongoing process that will take us into the summer months.
  - HOA Solutions developing exercise program for wells to ensure daily operation.
  - Testing for Water Operator position took place on March 14<sup>th</sup>, where 4 applicants tested for the position of Water Operator. Final interviews and background checks are being conducted after which a formal employment offer will be made.
- Parks
  - Spring fertilization plan bids awarded to Cynmar
  - De-thatching of all park grounds underway.
  - Repair of scoring booth at Merchants Park taking place due to collapse of wooden steps leading to booth. Assessment of the entire facility is underway to ensure the safety of all in attendance.

- **Streets**
  - Asphalt cold patching and repair underway.
  - Alley reparations underway to smooth, level, and keep open.
  - Crack fill activities are underway. This will be followed up with a chip and seal application as part of phase 1 of our street rehabilitation plan. To date we have been receiving quotes for chip and separate quotes for the seal portion of the project.
  - Developed and published bid specifications for 2018 chip seal/crack fill project.
  - Rebuilding of hopper on street sweeper being done for spring clean-up and in preparation of street improvement project.
  - Beginning to develop plan and timeline for addressing the medians on Rose Avenue and will be working with CDOT to address median at Rose and Lincoln.
- **Electric**
  - After the outage experienced a couple of weeks ago, CIRSA and an electrical consultant came in to investigate and assess the damage that occurred at the sub-station. The investigation is ongoing and we anticipate a report being released in the near future.
  - Main Electric has the hospital left to hook up as Phase 1 of the conversion is winding down. They will begin Phase 3 as soon as hospital is charged.
  - Phase 2 of the conversion project has completed and Altitude Electric has departed.
  - Performing tree trimming in alleys to keep trees away from primary lines and secondary lines.
  - Testing for Lineman position took place on Wednesday, March 14<sup>th</sup>. One applicant tested for the position. To date no position has been offered.

## **Finance**

- Prepping for upcoming election

## **Public Safety**

- All police vehicles have arrived in Burlington and is currently in service.
- Involved in recruiting and hiring a new Officer, one application has been received. We will continue to accept applications as we go through the testing process for open positions. Developing hiring and recruiting system to attract personnel for more long-term employment.

## **Old Town/Economic Development**

- Signage being addressed as part of the City of Burlington's commitment to promoting tourism, whereby several signs are getting a facelift.
- Internal signage at Old Town will be addressed as part of City match to DOLA Grant
- Ongoing building maintenance issues being addressed.
- Website development underway with Denver Post offering to develop dedicated site for Old Town Burlington.
- Preparing for School Days to be held March 8<sup>th</sup>.
- Beginning stages of hiring summer help.

## **Activities/Community Center**

- Youth Council held annual spring fundraiser with dinner and event. Was well received and attended.
- Activities programming in full-swing and has good participation.

- Community Center being readied for Spring Fling Show, scheduled for April 21<sup>st</sup>. Registration for event is progressing.
- Developing RFP for Parks Master and Strategic Planning to be distributed next month

## IT

- Updated and upgraded Toughbooks for PD for mobile usage
- Rebuilt old Toughbooks to be distributed to Public works as a tool to be used in the field.

## Intergovernmental

- Working with Greg Etl and DOLA for financial assistance for either relocation or lining, re-screening, and cleaning of Well 11
- Working with GOCO and Activities to develop RFP for Strategic/Master planning for parks and programming
- Met with County Administrator on March 1<sup>st</sup>. Informed that Victims Assistance is in need of funding as only 50% of grant request was approved. I will continue to research this provide you with information at the next meeting. The County Commissioners would like to conduct a joint City/County meeting in April. Our options are Monday, April 9<sup>th</sup> or Monday April 30<sup>th</sup> unless you are interested in a 3<sup>rd</sup> meeting of the month which could be scheduled for the April 23<sup>rd</sup>. It is the City's turn to host!
- Making plans to attend this years' CML Conference held in Vail, CO, June 19-22. This is a great opportunity to network with peers, discuss best practices in local governance and administration, and attend sessions on emerging issues that will affect communities throughout Colorado.

## ECONOMIC DEVELOPMENT REPORT FROM ROL

I have been a trace more aggressive in my talks with Plains Telephone in regard to getting fiber optics throughout Burlington.

As we all know, the City of Wray is now in the process of getting wired by Plains Telephone. The City has provided \$3,000,000 upfront and will begin to get their money back when 42 percent of the potential customers in Wray are hooked up to Plains Telephone.

Obviously, we do not have these dollars available. However, we are a very important part of the expansion plans for Plains Telephone.

We all know the importance of having reliable, fast internet service for Burlington. It is something that grows in our expansion plans daily.

As the communities east of Denver on Interstate 70 continue to grow and expand, we must have fast internet service available so we may take advantage of this eastern expansion from the front range.

They are going to build 500 additional homes in Watkins and Bennett. This will be huge for both communities. Bennett is also on the drawing board for many additional retail shops including a large Walmart and a Lowes.

It would appear that both communities are on the verge of exploding in population and retail, schools, etc.

When you have that type of growth, you have many challenges that will result in higher property taxes and sales taxes to accommodate the needs created by the infusion of people.

We need to be in a position to take advantage of the growth to the east of Denver.

We have, in my opinion, the premier community on Interstate 70 between the state line and Denver. It is certainly not out of reach to think we....providing we have the internet services available, will eventually get some people to reside in Burlington.

I know of one individual who works for a large corporation in Denver four days a week, comes to Burlington to live in a rented apartment for three days a week, and loves being here.

It is going to happen....slowly over the next 10 years...but it will happen.

And we will be ready to welcome them to our community.



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480 15th Street \* PO Box 423 \* Burlington, CO 80807 \* Phone 719.346.8353 \* Fax 719.346.8302

## **Council Report March 26, 2018**

- Item 1:** We have received all three Ford Explorers back and they are now in service.
- Item 2:** Suzie assisted us with getting the laptop computers into our cars, this has already made a tremendous difference in how were able to communicate and operate from our vehicles.
- Item 3:** Chris Gramm is doing well and is about to move to faze three in his FTO program.

*" To Serve and Protect "*

# Memorandum

**To:** Council  
**From:** I.T. Department - Suzy Velasco  
**Date:** 3/13/18  
**Re:** Council Report for 3/26/18

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- Implementation of Toughbook laptops donated to the PD took place on 3/9/18 in coordination with Barry. Each officer has been outfitted with a laptop with CCIC-NCIC access, Office 365 to enable authoring reports off-site, and VPN connectivity back to PD to access internal resources (printers, etc).
- **Notify Me Statistics as of 3/13/18:**
  - **Calendar Subscriptions**
    - Activities – 98
    - Business - 29
    - Community - 67
    - Government – 35
    - Library – 43
    - Old Town – 45
  - **Agendas Module**
    - Subscribers - 26
  - **Newsflash Subscriptions**
    - Business - 38
    - Community - 75
    - Government – 43
  - **Jobs Module Subscriptions**
    - 30
  - **Bids Module Subscriptions**
    - 44
  - **Total Subscriptions**
    - 560
- **Facebook Statistics as of 3/13/18**
  - 657 likes (Burlington, CO page)

## March 2018 City Council Report—Old Town Museum

- James and I have been brainstorming and creating our “hitlist” of small maintenance projects to get started on outside now that the weather is warming up a bit. Several buildings need repainted, pieces of boardwalk need replaced, etc. We also plan to bring in a couple of the wagons and repaint them to improve the exterior aesthetic of the facility.
- We continue to see increased gift shop sales and gate admission from month-to-month over the previous year. March is on track to beat 2017 numbers by a substantial amount as well.
- School Days—13 confirmed schools, 334 people so far for May 8<sup>th</sup> event
- Working on redesign of our billboards in KS and the one in our parking lot that the City owns. We hope to have the new creative up by end of April.
- Working with Denver Post to create dedicated website for Old Town Burlington—writing content, researching and providing creative imagery for site. Hope to have it launched by end of April.
- We have started our summer hiring for Can Can girls and gunfighters. Rehearsals will begin in April. We have 2 private events that have requested a gunfight as part of their package in April and early May prior to our season launch on May 26<sup>th</sup>.



340 S. 14<sup>th</sup> St Burlington, CO 80807 Tel:(719) 346-8918 Fax:(719) 346-8982 tyson.weisshaar@burlingtoncolo.com

## Burlington Activities Department

### March 16, 2018

→ Youth council held the 6<sup>th</sup> annual spring fundraiser event on March 11. The evening went very well with about 130 people at the dinner. Those who came were guests to watch a few parents of youth council members participate in the Not-So-Newlywed game. Things went well and the kids did a great job from prepping and cooking the food, to serving dinner, and to running the game. Our subcommittee also did a great job going around town and getting business donations. Without that support from our local businesses, this event wouldn't be possible. We don't have all of our invoices yet, but we brought in just under \$3,000 and I'm anticipating having around just over \$2,000 to fund all the scholarships that we will award to seniors who have been in youth council. In order to be awarded a scholarship, they must fill out our scholarship application and include a letter of recommendation, and then three members from the activities advisory board will select the scholarship recipients.

→ Dance, Martial Arts, Gymnastics, Fullbody 40 and Volleyball Skills Camp are all ongoing. Things are continuing to go well.

→ We will be bringing a four-day basketball camp to our area this summer June 4-7. This camp is called Have Ball Will Travel and is instructed by Coach Kevin Washington. He has been doing this camp for over 30 years and has been in southeast Colorado communities for a few years now. I got his contact info and reached out to him. We are going to co-op with Stratton to help bring him in. There will not be any costs for us to bring the camp in. We will have two days of the camp in Burlington and two days in Stratton.

→ Traveling basketball wrapped up its season on March 4. It was a great season and the coaches did a great job with our youth. We are looking forward to continuing this program next winter.

→ Summer baseball & softball registrations are starting to come in. The early-bird price deadline is March 30. Hopefully most people will take advantage of this opportunity to register at a lower price, helping give us an idea of how many teams we will have in t-ball, coach pitch, and all of our traveling leagues. Our league meeting for the traveling teams is April 9 and we will know more details for those teams by that time. T-ball and coach pitch will have their first practice end of May and run through June.

→ Summer programming for day camps, the swimming pool, and other events is underway with all the planning and preparations going on. We are also working on our summer programs booklet and will be getting that out hopefully by early May.

### Community Center

→ The Spring Fling show is set for April 21. Vendors have been slowly registering for this event. This will also include the annual plant exchange. This event has been the first Saturday of May in the past, but we have moved it up to not have it on the same day as the Burlington Invitational track meet. Hopefully we will have more shoppers attend the event as a result.

→ We are working with DDI to bring back the Pitch Tournament. We have it set for April 21 as well and it will take place in the evening in the rec room. Hopefully we will have a good turnout and everyone will have a good time with this event.

→ We continue to see many rentals of the community center, anything from small meetings to large events. We have several weddings booked for 2018. The big event coming up is the four-day conference being held by KC Electric set for April 2-5. We are anticipating about 150 people in town for this conference.



### Parks

- After going through the bid process for the bareground treatment as well as the spring & fall fertilizer & weed control, we have awarded the bids to CynMar. They were the lowest bid for both jobs.
- We ordered and have posted signs out at Parmer Park to remind dog owners that their pets must be on a leash and the clean up after their pet. Hopefully this will help with the issue we are having with some owners letting their dogs out to just run around the park.
- We have been starting to dethatch many of the places we mow and to give the first cut of the season. Things will be picking up soon as spring is upon us and grass will be turning green and growing.

→ **Other Activities in the works:** Summer Baseball/Softball Registrations, OAC concerts, Rentals of Community Center, Summer Day Camps, Swimming Pool, Other Summer Programs & Events



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14111 US Highway 385 - Burlington CO 80807 - 719.346.5352

## Council Report 3.26.18

- Continuing work on the Master Plan project for 2018
  - Completed and sent the Independent Fee Estimate to the FAA
  - Grant application has been signed and sent.
- Completed and sent the industrial Stormwater annual report as required by the state.
- February Fuel sales data
  - Total gallons pumped 2,877.38
  - Gross fuel sales \$10,496.24
    - 2,031.28 Jet fuel gallons pumped
    - 846.1 gallons Aviation gasoline pumped

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# THE LIBRARY

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588

## CHECKOUTS THIS MONTH.

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**10 Programs  
with 135 people  
in March**

Begin seed  
sharing  
program on  
April 14th.

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**Supporting elementary  
school's screen free week  
with two nights at the  
library.**

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**Summer Reading theme is  
Libraries Rock. Planning  
events and programs for the  
entire summer.**

