



CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,
Colorado, will be held on Wednesday, November 6, 2013 at 7:00 P.M.
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

**** PROCLAMATIONS ****

***Willa Mae Gartside Retirement Celebration Day &
Gerald Franch Retirement Celebration Day***

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of October 15, 2013
- 3) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 4) **COUNCIL REPORTS**
- 5) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 6) **UNFINISHED BUSINESS**
 - a) Appointment of Planning, Zoning and Variance Commission member
- 7) **MISCELLANEOUS BUSINESS**
 - a) Tavern liquor license renewal request by Great Wall, LLC d/b/a Great Wall at 321 State Street
 - b) First reading of an ordinance regarding the provision of natural gas service by the Trinidad Municipal Natural Gas Department, and decreasing the gas supply charge applicable to all customer service classifications, and setting a hearing date for consideration of said ordinance
 - c) Consideration of bid results and contract for Way-finding Signage
 - d) Resolution approving submission of a grant application to the Colorado Department of Local Affairs/Division of Housing for the Corazon Square Rental Rehabilitation Project and giving City Manager Tom Acre full signatory authority in regard to all contracts and corresponding documents associated therewith
- 8) **BILLS**
- 9) **PAYROLL**, October 12, 2013 through October 25, 2013
- 10) **ADJOURNMENT**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).

Office of the Mayor
Trinidad, Colorado
Proclamation



"WILLA MAE GARTSIDE RETIREMENT CELEBRATION DAY"
November 7, 2013

WHEREAS, 90-year old Willa Mae Gartside recently decided that after working for 72 years of her life it was finally time to retire; and

WHEREAS, Willa Mae began working right out of high school, first for Jamieson's Department Store, then Trinidad National Bank, Hausman Wholesale and finally, First National Bank; and

WHEREAS, Willa Mae celebrated 35 years of employment at her final employer, First National Bank, prior to retiring; and

WHEREAS, Willa Mae, in those 72 years, has certainly seen many, many changes in the banking industry and technology overall and has been able to adapt to this ever-changing employment world; and

WHEREAS, Willa Mae has enjoyed a fulfilling career and the customers she helped along the way will forever remember her kind heart.

NOW, THEREFORE, I, BERNADETTE BACA GONZALEZ, MAYOR OF THE CITY OF TRINIDAD, COLORADO, on behalf of the Trinidad City Council do hereby proclaim November 7, 2013, as:

"WILLA MAE GARTSIDE RETIREMENT CELEBRATION DAY"

in the City of Trinidad, Colorado, in celebration of Willa Mae Gartside's retirement after 72 years of employment. Congratulations, Willa Mae!



*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____

Office of the Mayor
Trinidad, Colorado
Proclamation



"GERALD FRANCH RETIREMENT CELEBRATION DAY"
November 8, 2013

WHEREAS, Gerald Franch, a native of Las Animas County, began his employment right out of high school at the Motor Accessory and Parts Company;

WHEREAS, Gerald has worked at the same facility for 56 years and celebrated his retirement from his last employer, C & M Automotive Supply, after 20 years; and

WHEREAS, Gerald has seen change of ownership and branding of the automotive business at 450 W. Main Street three times in his 56 years; and

WHEREAS, throughout his many years of working in the automotive industry, Gerald has been able to keep up with the prolific changes, advances and innovations in this industry; and

WHEREAS, it is a testament to his work ethic to have worked faithfully for 56 years and he serves as a role model to the youth of this community; and

WHEREAS, Gerald has enjoyed a fulfilling career and his patrons have enjoyed his hospitality and knowledge. He will be missed by the friends he made at his job, but is wished a very long and happy retirement.

NOW, THEREFORE, I, BERNADETTE BACA GONZALEZ, MAYOR OF THE CITY OF TRINIDAD, COLORADO, on behalf of the Trinidad City Council do hereby proclaim November 8, 2013, as:

"GERALD FRANCH RETIREMENT CELEBRATION DAY"

in the City of Trinidad, Colorado, in celebration of Gerald Franch's retirement after 56 years of employment. Congratulations, Gerald!

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____



The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, October 15, 2013 at 7:00 p.m. in City Council Chambers at City Hall.

There were present:	Mayor	Baca Gonzalez, presiding
	Councilmembers	Bolton, Bonato, Mattie, Miles, Velasquez
Also present:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett
Absent:	Councilmember	Shew

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of October 1, 2013. A motion to approve the minutes as presented was made by Councilmember Velasquez and seconded by Councilmember Bolton. The motion carried unanimously upon roll call vote.

PUBLIC HEARING. 2014 Capital Improvement Projects (CIP) Budget. City Manager Acre told Council that this item was placed on the agenda to meet the requirement set forth in the City's Home Rule Charter. He suggested the hearings be opened and if people want to give ideas and input to be considered that would be fantastic. He reminded Council that next week they will hear a continuation of staff presentations of the budget on the utility and special funds. There will also be additional information forthcoming. This is intended to be an ongoing process. He suggested that the hearings be handled a little differently than they have in the past. Rather than close the hearing he recommended they be continued until November 19th to give people an opportunity to come back and offer additional input. The budget will continue to be tweaked in November and December before it is presented to City Council for approval. Mayor Baca Gonzalez confirmed that she will need to recess the hearing to continue it to November 19th. City Manager Acre said there may even be another time thereafter that they wish to take public comment. He added that the public can call staff with questions pertaining to the budget as well. Mayor Baca Gonzalez commented that the Capital Improvement Projects in the budget hasn't been posted on the City's website and although they are available at City Hall and the Library it would be prudent to make it available on the website as quickly as possible. City Manager Acre said he would get it posted on the website as it gets further refined. Also as revisions are made to the draft budget they will get posted. Mayor Baca Gonzalez opened the hearing. She called for comments from members of the audience. Steve Bolton addressed Council regarding widening of Topeka Avenue. He said last year this was a CIP item that came up but believed it wasn't considered or looked at. At the time he said there was a prestigious group called the Blue Ribbon Committee considering capital projects. He said he was at odds with the Mayor at that time and Mrs. Leone made it clear that the Topeka Avenue widening project was pretty much not considered at all. He told Council that this isn't a street that has a crumbling gutter system or needs to be paved or patched; it is a street that has no accessibility in the winter because the plows can't get down it. If plows can't get down it that means emergency vehicles can't get down it and that puts people's health and lives at risk. Mr. Bolton commented that it is a shame that this town used to operate under the contingency that to exact revenge on somebody is more important than people's health. He told Council that he is pretty much at odds with them because he doesn't think they have accomplished anything and said he's curious how Topeka will be looked at again, whether they will follow the Trinidad tradition of making his wife and him pay - exacting revenge on them and making the other people on that street pay for it. Mr. Bolton said no one is hurting him and his wife. They have already spent the money to widen their own driveway, put off-street parking and install new sidewalk. He urged Council to look at the project closely this year. It deserves the attention because there are a lot of people and a lot of elderly people on Topeka who need the attention of emergency vehicles. Joseph Reorda next addressed Council. He said during his tenure as Mayor he tried to get this project done several times. It is a serious situation that needs to be looked at. The City could face a lawsuit from it. He encouraged Council members to come and see what it is like. Cars are parked on both sides. It is an accident waiting to happen. He added that aside from elderly people there are children on that street lately on roller blades. They aren't looking for cars. Mr. Reorda said they've gone as far as trying to make it a neighborhood watch area. People go through there 70 miles per hour. He concluded that he'd really like them to consider this proposal. Councilmember Bolton told Council that she has recent photos of the fire department responding two doors down from where a medical incident occurred because that was as close as they could get. She provided a copy of the photo to each Councilmember and for the record. She further explained that the people who live on the north side of Topeka Avenue have no alleyway and the majority of those people have no driveways so they park on the street. She said there was discussion about making it a one-way street, but that negates parking on both sides and there are handicapped residents who live on both sides of the street. Councilmember Bonato asked if the proposal is to widen it by four feet on each side. Councilmember Bolton said it is to widen it by four feet throughout about one block. She added that in early years this same project was done further down Topeka, however this approximately one-block portion was not done. Councilmember Bonato asked if it is where she and Joseph Reorda live. Councilmember Bolton said the area is adjacent and further down from where she lives. She said the widening of Topeka Avenue wouldn't do a thing for her except improve safety issues because she's provided for herself off-street parking and has widened her driveway. Councilmember Velasquez asked if it will require yards to be taken out. Councilmember Bolton said the four-foot section will be that area of grass owned by the City. Councilmember Mattie asked for clarification if it is the area between the sidewalk and the street and Councilmember Velasquez asked if it is owned by the City. Councilmember Bolton responded affirmatively to both questions. Councilmember Mattie commented that at one time he drove a school bus and it was a challenge to get it through there. Councilmember Bolton said she's been told that it is the result of a confluence of two subdivisions built at different times. Councilmember Mattie asked if the matter was ever addressed before last year and this year. Councilmember Bolton said it hadn't been to her knowledge. Joseph Reorda said it was discussed during his tenure as mayor when he tried to get them to do it but there was some problem with property lines and a telephone pole. Councilmember Bolton said she was told that the pole is there only to provide lighting to warn people of the narrowing

street, according to past Public Works Director Mike Valentine. Mark Horn, 427 W. Topeka Avenue, addressed Council. He told them that he has had his vehicles hit six to eight times and lost numerous mirrors from vehicles because the street is too narrow. He said he lives on the north side of the street and the phone pole is on the edge of his property. The light is a nuisance to him because it shines in his house throughout the night. When trucks go through you have to move for them, or the fire department or ambulance. They are waiting for the next collision. He said he's filed numerous police reports for his trucks and trailers being hit. Someone had even left part of their bumper and pieces of glass in the back of his dump truck from an accident. Councilmember Mattie asked if he had a dump truck parked on the street. Mr. Horn clarified that it was a three-quarter ton pickup truck with a dump bed. Councilmember Mattie said the residents of that particular section of street, unless you are like Councilmember Bolton who have gone through the expense of widening their own driveway to allow themselves to have off-street parking, are left with no alternative but on-street parking which narrows the road. He asked how wide the street is, the travelable portion. The information wasn't readily available. Councilmember Mattie asked if they are wanting two-way traffic and parking on both sides of the street as well, or one-way traffic, or no parking. He said there are many options in his mind. Is it wide enough to park on the street and accommodate two-way traffic? Mr. Horn said he is willing to sacrifice property to have the road widened. Councilmember Mattie asked if the other residents in that area feel the same or if they would require the City to purchase the property. Mr. Horn said he thinks they feel the same as he does. Steve Bolton opined that there is no way to make the street two-way traffic and have parking on both sides. Even in the wider part of the street further up you have to pull over if someone is coming up the street. Councilmember Mattie told Mr. Bolton that he came tonight saying this Council has been unresponsive to his request. He re-asked if the street could be widened enough for two-way traffic and parking. Mr. Bolton said it cannot be made into a one-way street so there will always be two-way traffic. However he said he didn't think there would ever be a way for two cars to pass at the same time and for on-street parking. They are asking to widen it so there is enough for room for plows and emergency vehicles to be able to get through when cars are parked on either side. Councilmember Mattie surmised that they want sufficient width for single vehicle traffic, plows and emergency vehicles one at a time, and still have on-street parking. Councilmember Mattie said it sounds like a reasonable request and Councilmember Velasquez added that it sounds like someone did their homework. Councilmember Mattie pointed out that this has been going on for 40 years. Mr. Horn said it is ridiculous and he can't keep buying mirrors to replace those knocked off. Councilmember Bonato asked if four feet on each side is enough for an ambulance and fire truck. Mr. Horn responded affirmatively. Additional discussion was held. Councilmember Mattie surmised that they are proposing removal of the (grassy) space between the sidewalk and the street, thereby moving the street adjacent to the sidewalk unless the sidewalk is moved so there isn't a pedestrian issue. The south side of the street does not have that same space. Steve Bolton said they can only accomplish the four feet on the north side of the street. Councilmember Mattie asked if the majority of the houses lack driveways. Mr. Bolton said almost everyone on the north side of the street has driveways, otherwise they have alley access. Everyone on the south side has alley access. Councilmember Mattie said he's sure it is problematic when they have company. Mr. Bolton reiterated that they have handicapped parking on both sides of the street. Councilmember Mattie summarized the request to be four feet on the north side of Topeka to accommodate a wider street so that it will have on-street parking, two-way travel, and of sufficient width for a snow plow, a bus or an emergency vehicle to get through. He asked the total length of the street section being discussed. Councilmember Bolton said it is less than one block. Councilmember Mattie said he expects that engineering standards provide for a minimum width of streets, but we'll just have to make it work. He suggested they get specifics on the area being considered, length, width, etc. Mr. Bolton said it has already been done and a proposal written up by former Public Works Director Mike Valentine a year ago. He said one year later the cost is increased by \$10,000, and he's not sure why. He said he'd like Council to look at why it increased by 25% in one year. Councilmember Mattie asked how much traffic the street has and if it is mostly traffic from the people who live on the street. Mr. Bolton answered that for an off street a lot of traffic goes through there, surprisingly. City Manager Acre said he knows the City has engineering that Mr. Valentine did and staff has looked at a project cost. He said the amount identified is just an estimate for budget purposes. If the project proceeds staff will get bids and take another look at it. Mayor Baca Gonzalez in looking at the CIP budget said the cost for widening Topeka is identified at \$40,000. She asked City Manager Acre how confident he is with that figure. City Manager Acre answered that it is probably a little high but can be revisited. CIP project costs are not based on bids. They are based on estimated costs. Once a project is selected the City will solicit bids. The estimates in the budget are high so that we don't have to come back and ask for more money. At this stage we don't get formal bids. Councilmember Mattie said it looks like the trash trucks travel Topeka for the north side of the street residences. He guessed they use the alley for those on the south side of the street. Mr. Bolton thought that was correct and didn't know how they got through with Mr. Horns truck being parked on the street. Councilmember Bonato said he recalled when he served with Mr. Reorda as Mayor this subject coming up. He told Mr. Reorda that he resented what he said about Council at that time not trying to help these people because they did try. Mr. Bolton interjected that he was the one who said that. Councilmember Bonato continued that they did their best to try to address this problem back in 2005 or 2006. Now all of a sudden we have the project jumping to the top of the CIP budget. He said he knows this is an important project but doesn't feel that the way it was addressed tonight was done properly. Mr. Bolton stated that he appreciated that. He wanted to point that out because he believes they didn't get consideration last year and can pull up the videos to show the comments that were made on it. Elaine Colangelo, 311 W. Topeka Avenue, addressed Council. She told Council that she owns a home beauty shop on the wide section of the street. She said she has a lot of elderly clients that come who can't leave her business because that street is so narrow. She said many times she gets in their cars and pulls them around the other way. She sends them out the other way because they are afraid to go down Topeka because of the traffic. She said she too has seen the problems with ambulances trying to get up the street. Mayor Baca Gonzalez confirmed that no one else was present to address Council concerning the capital improvement projects. She stated for the record that the Capital Improvement Projects list include: ADA accessible intersections, asphalt plant improvement, city-wide paving and seal coating, city-wide storm drainage, historic brick street renovation, major storm drainage improvements, street sign unification, Topeka Avenue widening, five-year maintenance plan, water department projects, North Fork to North lake aqueduct, Trinidad Water Treatment Plant improvements, Monument Lake bathhouse-new construction, and something for the gas, wastewater treatment and wastewater collection departments. She asked if anyone present wished to address Council concerning any of those projects. Seeing none, because budget is a work in progress she recessed the public hearing to November 19th at 7:00 p.m. to allow further opportunity for public comment and at which time the information she hoped will be more widely available to the public. The hearing was recessed.

PUBLIC HEARING. 2014 Annual Budget. City Manager Acre said his introduction to the CIP budget applies to this budget as well. This is the start of the process. We will continue to have opportunity to and need to work on the budget.

It will be back in front of Council next week's work session to go over some of the proposed special funds and enterprise funds. He recommended Council continue the hearing to November 19th as well to garner added input from the public. Staff will work through the budget next month or more to tweak it to make it work for next year. Mayor Baca Gonzalez opened the public hearing and called for comments from the audience. There was none. City Council members likewise offered no comments at this point. City Manager Acre said that he and Finance Director Lonny Medina are looking at scenarios to lower the gap we have. They will continue to look at ways to cut expenses and ways to raise fees to offset costs. For instance he said the landfill fees haven't been adjusted in ten or eleven years. Councilmember Miles reminded City Manager Acre to look into the questions Council raised at the previous work session about the restricted funds and items in the general fund such as Eagle Rock and uncompensated absences. City Manager Acre said he would bring those back. Mayor Baca Gonzalez suggested he consider having dialogue with Dixon Waller about it. She said it would be part of an auditable item and there may be GASB requirements that aren't immediately evident but that may weigh into decisions. City Manager Acre said it is part of the process they are working through. Mayor Baca Gonzalez recessed the hearing to November 19, 2013.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. None.

COUNCIL REPORTS. Councilmember Bonato reported that he, Councilmember Bolton and Mayor Baca Gonzalez attended the I-25 corridor meeting on Friday. There are a lot of good things coming from these meetings and he said it is probably the best thing that Pueblo, Colorado Springs, Trinidad and Walsenburg has to offer. They are trying to work together to get people off of I-25 to stop in our respective communities. It was well attended. Mr. Jay Cimino was in attendance. He said he believed Mr. Cimino to have said there will be a groundbreaking by Christmas on the La Puerta de Colorado project. Councilmember Bonato said people should get more involved in the meetings. It is a great program to try to promote Trinidad.

Councilmember Velasquez had nothing to report this evening.

Councilmember Miles announced that this afternoon the District Court entered a partial summary judgment to Trinidad in its lawsuit with ARPA regarding the fact that member approval wasn't asked for in issuing the 2010 bonds. That was \$17.6 million dollars. She said the city's attorneys are reviewing it, but it is greeted as good news for Trinidad. Given the fact that the other member municipalities didn't have their approval sought either, it may apply to them as well. Also, there is a proposed global mediation date of November 22nd with Trinidad, ARPA, Babcock & Wilcox (the boiler provider for the Lamar Repowering Project), and Syncora (the insurer of the bonds). She said she'd like an executive session to review negotiating positions. She concluded that there is lots of good progress on the ARPA front. Councilmember Miles also reported that Trinidad-Las Animas County Economic Development will hold its second meeting tomorrow. There are a number of things getting cleared up, such as their 501c3 status which lapsed in March, audits, check register, etc. Tomorrow's meeting will be a marathon meeting to prepare for the County Commissioners and City Council meeting to talk about the future and funding of TLACED on Friday, October 29th at the Economic Development office. Lastly, she said she's been hearing comments from citizens about the price of gas and whether it is impeding people from stopping here. There is once again a 25 to 30 cent disparity with gas stations 20 to 50 miles from Trinidad. She said she'd hate to see people wait to stop until they reach Raton or Walsenburg. City Manager Acre said he'd looking into it and research it with City Attorney Downs and find out why there's disparity and what can be done.

Councilmember Mattie had nothing to report.

Councilmember Bolton noted that she was in attendance at the I-25 Southern Colorado Economic Development Coalition meeting as mentioned by Councilmember Bonato. She said there was very good information relayed at that meeting. She also reported that she attended the Senior Center Fall Bizarre yesterday morning and it was a great experience.

Mayor Baca Gonzalez said she attended the Golden Harvest at the Senior Citizens' Center and had a great time visiting with all of the citizens. It was great to see the community come out and support this worthy effort. She added that we don't realize how significant the Center is to our older residents.

REPORT BY CITY MANAGER. Accident. City Manager Acre requested a moment of silence for the (Sun Construction) employee killed in a tragic accident at the North Lake Dam Rehabilitation Project site. He reminded Council that he gave funeral service information to them should they wish to attend. He said a card and flowers will be sent from the City to his family. The contractor got started back up on Monday and it is not anticipated that this will cause any change in the schedule. The concrete strength is going well. They also have a few sections of pipe are in so they are making good progress. He concluded that OSHA was called in.

Meetings. City Manager Acre advised Council that he attended the Action 22 conference at the end of last week as a board member. They had a presentation of Amendment 66 and Action 22 will come out against that Amendment, in keeping with their past actions if it is a constitutional amendment that causes budgetary restraints. They are developing their list of issues coming up such as water and urban renewal. It was not as well attended as was hoped. Congressional representatives were not there due to some of the discussions in Washington, D.C. He told Council he would provide the cliff notes to them. As the legislative session moves forward he said they'd track those issues and he will use Action 22 and CML as guides and update Council accordingly. City Manager Acre further advised that at the end of this week he will be attending the Economic Development Council fall conference in Denver. There are good discussions planned, one relative to rural Colorado. He said he'd likewise bring back that information to City Council.

Vacancies. City Manager Acre told Council that he had interviews with the Public Works Director applicants and has it narrowed down to three. One of the three needs to travel. They will be on-site interviews including staff. All three applicants have PEs. Mayor Baca Gonzalez asked the status of the Library Director vacancy. City Manager Acre said it is down to two applicants and one of them has to travel. He is doing background checks and getting those interviews scheduled.

REPORT BY CITY ATTORNEY. Memorandum. City Attorney Downs pointed to a confidential memorandum at their seating places from him regarding a matter he wanted to make Council aware of.

OCTOBER 15, 2013

Conference. City Attorney Downs told Council that he attended the CML legal conference in Steam Boat Springs last week. He said it was very educational and nice to visit with other City Attorneys statewide. He said as things come up from that he would let them know. He added that he was sorry to have missed the "Meet the Candidates" event because of that meeting.

Meeting Schedule. City Manager Acre reminded Council that their first regular meeting in November will be on Wednesday, November 6th due to the election.

UNFINISHED BUSINESS. Hotel and restaurant liquor license renewal request by Image Hospitality, LLC d/b/a Quality Inn at 3125 Toupal Drive. Harry Patel addressed Council on behalf of Image Hospitality, LLC. A motion to approve the license renewal was made by Councilmember Bolton and seconded by Councilmember Velasquez. Upon roll call vote the motion carried unanimously.

MISCELLANEOUS BUSINESS. Tavern liquor license renewal request by Mantelli Partnership d/b/a Mantelli's at 137 W. Main Street. Pat Mantelli's presence was acknowledged. Councilmember Miles complimented her on improving the situation at her establishment and Councilmember Bolton echoed the compliment. Councilmember Bonato and Mayor Baca Gonzalez likewise commended her effort. A motion to approve the license renewal was made by Councilmember Miles. Councilmember Bonato seconded the motion. Roll call was taken on the motion which carried unanimously.

Tavern liquor license renewal request by Trinidad Lanes, LLC at 823 Van Buren. Matt Salbato addressed Council. He advised that he and his wife own Trinidad Lanes. Councilmember Velasquez moved for the renewal of the tavern liquor license. The motion was seconded by Councilmember Mattie and carried unanimously upon roll call vote.

Retail liquor store license renewal request by Trinidad Plaza Liquors, Inc. d/b/a Main Street Liquors at 803 E. Main Street. Norma Wiggins, owner of Main Street Liquor, was present. A motion to approve the license renewal was made by Councilmember Bolton and seconded by Councilmember Mattie. The motion carried unanimously upon roll call vote.

Appointment of Planning, Zoning and Variance Commission member. Mayor Baca Gonzalez announced that two letters were received for the one seat available. The letters were from Wayne Pritchard and David Baca. She stated that in the event David Baca is the subject of a motion, she is related to him and would need abstain. He is her nephew. Additionally she advised that Mr. Baca is also related to Councilmember Bonato by marriage and he would likewise have to abstain. Councilmember Velasquez nominated David Baca stating that he is young and would offer the board new blood. The nomination was seconded by Councilmember Mattie, with all due respect to Wayne Pritchard as a past and present board member for the City and Economic Development, in the spirit of inclusion it is somewhat helpful to spread the wealth. He said he wants to help youth who are trying to involve themselves in local government and encouraged Council to give him the opportunity. Roll call was taken and the following votes were cast:

Aye – Mattie, Velasquez
Nay – Bolton, Miles
Abstain – Baca Gonzalez, Bonato

Councilmember Bolton said that she feels Wayne Pritchard's prior involvement with this board makes him a better candidate. Councilmember Miles said she was torn between youthful enthusiasm and experience. Councilmember Bolton moved for the appointment of Wayne Pritchard to the Commission. The motion was seconded by Councilmember Miles. Councilmember Mattie commented that he recognizes Mr. Pritchard's experience, but 20 years ago Wayne Pritchard was the new guy. He gained experience somehow. Someone gave him an opportunity. He said he thinks it flies in the face of what they espouse about our community and youth. There is no reason for youth to stay here without opportunity. Mr. Baca is a young guy gaining experience, a small business person with six employees. That's what we talk about. Councilmember Velasquez added that she doesn't know Mr. Baca but to see him as a young person coming forward – how many young people want to do that? Councilmember Mattie interjected that Mr. Baca wouldn't be one commission member by himself. He will be joining others, a number of whom will mentor him. He will bring enthusiasm and new ideas. He will be part of a team. He concluded that it would be inappropriate to shut him down. Roll call was taken and the following votes were cast:

Aye – Bolton, Miles
Nay – Bonato, Mattie, Velasquez, Baca Gonzalez

City Attorney Downs advised that if two members of Council have disqualified themselves from voting because of a relation to one applicant, he suggested it would be appropriate for them to recuse themselves from voting on the other applicant also. He said he was not trying to be controversial. He clarified that if they recused themselves due to a relationship to Mr. Baca it would not be appropriate for them to vote on the appointment of Wayne Pritchard. Councilmember Mattie suggested they wait to proceed on this item until Councilmember Shew is present and the two can recuse themselves and they would have an odd number of Council members present. Councilmember Bolton moved to table the appointment of a Planning, Zoning and Variance Commission member to the next regular meeting. Councilmember Bonato seconded the motion which carried unanimously. Mayor Baca Gonzalez told City Attorney Downs that she appreciated his comments about recusing from voting but thought it to be an overly expansive reading. She continued that she voted no on the appointment of Mr. Pritchard for the very reasons articulated by Councilmember Mattie. Mr. Pritchard is a capable individual and does a good job on the Economic Development Board and she would hate to see his effectiveness diluted because he is also on the Appeal Board. This would be a third appointment for him and might spread him a little thin. Councilmember Miles commented that she wasn't aware he was on the Appeals Board. Councilmember Mattie asked if the Appeals Board oversees the Planning Commission. City Attorney Downs said the Board of Appeals that Mr. Pritchard is on hears appeals from the Building Inspector. Councilmember Miles asked if a person can be on the Planning Commission and Board of Appeals at the same time. City Attorney Downs said the two are mutually exclusive and he didn't believe it would be a conflict. He reiterated that the Board of Appeals oversees appeals of the Building Inspector and City Council oversees appeals of the Planning Commission. Councilmember Mattie asked Councilmember Miles if Wayne Pritchard's involvement on another board that she was unaware of influence her decision. Councilmember Miles said she wished to think about it.

OCTOBER 15, 2013

Consideration of two (2) 1" Commercial extra-territorial water taps for XTO Energy, Inc. office and MSO shop building. City Manager Acre advised Council that the City is waiting on one piece of information from the County relative to this request, their approval letter. Utility Administrative Assistant Linda Vigil has been in contact with them and it is in the process with the County. He recommended approval with conditioned upon the final checklist requirements being in hand, an easement and right-of-way for the building. Councilmember Bolton moved for the approval of the request as recommended with said condition. The motion was seconded by Councilmember Velasquez and carried unanimously upon roll call vote.

BILLS. A motion to approve payment of the bills was made by Councilmember Velasquez. The motion was seconded by Councilmember Bonato. Roll call was taken on the motion and it carried unanimously.

PAYROLL, September 28, 2013 through October 11, 2013. A motion to approve the payroll was made by Councilmember Bolton and seconded by Councilmember Mattie. The motion carried unanimously.

EXECUTIVE SESSION. For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – Quarterly informal City Manager review of performance and relationship to Council. A motion to enter into executive session for the stated purpose was made by Councilmember Bolton and was seconded by Councilmember Velasquez. The motion carried unanimously upon roll call vote and the executive session ensued at 8:25 p.m. and was electronically recorded in accordance with the Open Meetings Law. Upon the conclusion of the executive session at 9:16 p.m. the meeting resumed.

ADJOURNMENT. There being no further business to come before Council, a motion to adjourn the regular meeting was made by Councilmember Bolton and seconded by Councilmember Miles. The meeting was adjourned by unanimous voice vote of Council.

ATTEST:

BERNADETTE BACA GONZALEZ,
Mayor

AUDRA GARRETT, City Clerk

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, October 22, 2013, at 1:00 p.m. in City Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, October 22, 2013, at 1:00 p.m. in the Council Chambers at City Hall

The following item is on file for consideration of City Council:

- 1) Executive session – For a conference with the City’s attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Discussion regarding urban renewal authorities

The meeting was called to order at 1:14 p.m.

Roll call was taken.

There were present:	Mayor	Baca Gonzalez, presiding
	Councilmembers	Bolton, Bonato, Mattie, Miles, Shew
Also present:	City Manager	Acre
	City Attorney	Downs
	City Clerk	Garrett
Absent:	Councilmember	Velasquez

The pledge of allegiance was recited.

Executive session - For a conference with the City’s attorneys for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Discussion regarding urban renewal authorities. A motion to enter into executive session for the stated purposes was made by Councilmember Bolton. Councilmember Mattie seconded the motion which carried by a unanimous roll call vote. The executive session ensued at 1:19 p.m. Upon conclusion of executive session at 2:40 p.m., the special meeting resumed.

I, Les S. Downs, City Attorney for the City of Trinidad, do hereby attest that the executive session held on this 22nd day of October, 2013, was permissible under CRS Section 24-6-402 (4)(b).

As City Attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

Les S. Downs
City Attorney

There being no further business, Councilmember Bonato moved to adjourn the special meeting and Councilmember Shew seconded the motion. The motion carried unanimously upon roll call vote and the meeting adjourned.

ATTEST:

BERNADETTE BACA GONZALEZ,
Mayor

AUDRA GARRETT, City Clerk



COUNCIL COMMUNICATION

6

CITY COUNCIL MEETING: November 6, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 3

SUBJECT: Appointment of Planning, Zoning and Variance Commission member

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Select an applicant to fill the unexpired term of Cherie Kollander to 9/1/2015

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Advertisement was made seeking applicants to fill the vacancy as required by ordinance.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Two letters of interest were received prior to the advertised deadline –
David Baca
Wayne Pritchard
- The vacancy exist as a result of the resignation of Cherie Kollander.
- The other members of the Commission include Bill Winter, Richard George, Pat Patrick, Kent Eberhart, Frank Leone and Glenn Davis.
- A copy of the advertisement is included.
- This item was tabled from the October 15, 2013 regular meeting.

6

PUBLIC NOTICE

The Trinidad City Council is accepting letters of interest from citizens within the City to fill the following vacancies:

two (2) on the Arts and Culture Advisory Commission; and
one (1) on the Tourism Board; and
four (4) on the Library Board; and
one (1) on the Planning, Zoning and Variance Commission; and
one (1) on the City Tree Board.

In order to be considered eligible to serve individuals must be a resident of the City and have resided within the City for not less than one year immediately preceding appointment and must be registered to vote. However, in order to serve on the Tourism Board an applicant shall be either residents and registered voters of the City of Trinidad, or residents and registered voters of Las Animas County, Colorado, who own a tourism-related business within the City of Trinidad. Applicants must be employed in a restaurant operation to fill this particular vacancy.

Letters of interest in serving on any of these boards will be accepted at the City Clerk's Office at City Hall, 135 N. Animas Street or P. O. Box 880, Trinidad, CO 81082, until 12:00 p.m., Wednesday, October 2, 2013. Please include your qualifications for the position.

Further information may be obtained by calling the City Clerk's Office at 846-9843.

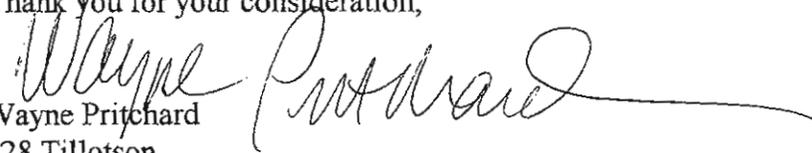
City of Trinidad
Audra Garrett, City Clerk

Publish: September 30, 2013 – Chronicle News
Legal ad
Furnish Proof of Publication

Trinidad City Council

Please consider me for the vacant position on the Planning and Zoning Commission. I have served on the board (I resigned to take an extended vacation) and would like to serve again. I have worked in commercial and residential construction for over 30 years, ten of those years in Trinidad. I have experience in historical restoration and an active interest in helping to preserve and enhance Trinidad's most visible resource, it's historic architecture.

Thank you for your consideration,


Wayne Pritchard
728 Tillotson
Trinidad, Co.

*verified voter registration
& residency*

City of Trinidad
City Clerk's Office

David Baca
2404 Desperado
Trinidad, Colorado 81082

August 28, 2013

Audra Garrett, City Clerk
Trinidad City Hall
135 North Animas
Trinidad, Colorado 81082

Re: Interest in Serving on Planning and Zoning Board

Dear Ms. Garrett,

I am resident of Trinidad and registered to vote in Trinidad. I am the owner of Baca Construction LLC located in the city.

It is my understanding that there is a current vacancy on the Planning and Zoning Board, and I am definitely interested in seeking an appointment to that Board.

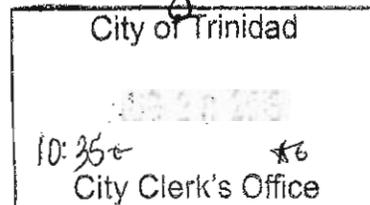
Please let me know what additional information you need to establish my qualifications.

Sincerely,

David Baca



*verified residency +
voter registration *8*





CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: November 6, 2013
PREPARED BY: Audra Garrett, City Clerk
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 6

Ta

SUBJECT: Tavern liquor license renewal request by Great Wall, LLC d/b/a Great Wall at 321 State Street

PRESENTER: Great Wall, LLC representative

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order.
- No concerns were raised with respect to annual inspection by the Fire Department and Building Inspector.
- The Police Department had no calls for service to report relative to this licensee.
- The Health Department indicated the licensee's compliance.
- Disclosure statements provided by Council members Miles and Velasquez are attached.
- Appropriate fees have been paid.

Ta

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

GREAT WALL
 321 STATE ST
 TRINIDAD CO 81082

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW **RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name GREAT WALL LLC		DBA GREAT WALL		
Liquor License # 42873300000	License Type Tavern (city)	Sales Tax License # 42873300000	Expiration Date 12/22/2013	Due Date 11/7/2013
Street Address 321 STATE ST TRINIDAD CO 81082-2532				Phone Number (719) 680 3434
Mailing Address 321 STATE ST TRINIDAD CO 81082				
Operating Manager SHIMING XU	Date of Birth [REDACTED]	Home Address TRINIDAD CO 81082		Phone Number 719-846-1688

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease 11/1/2020
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT
 I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business SHIMING XU	Title Owner
Signature 	Date 10.11.13

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
 The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. **THEREFORE THIS APPLICATION IS APPROVED.**

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

10/11/13

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Great Wall Chinese Restaurant, Inc.

dba: Great Wall

Address: 321 State Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: November 6, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: O.K.

10/15/13
Date

Anthony Trammell
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: October 25, 2013

10/11/13

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Great Wall Chinese Restaurant, Inc.

dba: Great Wall

Address: 321 State Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: November 6, 2013

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: OK

10-16-2013
Date

Chris S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: October 25, 2013

10/13/2013

**DEPARTMENTAL INSPECTION REPORT
3.2 % BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE**

Applicant's Name: Great Wall, LLC

DBA: Great Wall

Business Address: 321 State Street

Type of License: Tavern

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: November 6, 2013

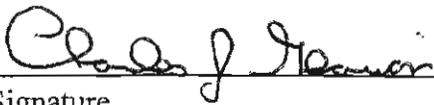
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

10-22-13
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: October 25, 2013

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Tuesday, October 15, 2013 8:20 AM
To: Audra Garrett
Subject: RE: liquor renewal

Hi Audra;

Great Wall Chinese Restaurant, Inc. At 321 State Street is in Compliance with this Office.....John

John Martinez
Environmental Health Specialist III
jmartinez@la-h-health.org

Las Animas-Huerfano Counties District Health Department

Trinidad Office

412 Benedicta Ave
Trinidad, CO 81082
(Ph) 719-846-2213
(Fax) 719-846-4472

Walsenburg Office

119 E. Fifth Street
Walsenburg, CO 81089
(Ph) 719-738-2650
(Fax) 719-738-2653

From: Audra Garrett [<mailto:audra.garrett@trinidad.co.gov>]
Sent: Friday, October 11, 2013 9:40 AM
To: John Martinez
Subject: liquor renewal

Hi John,

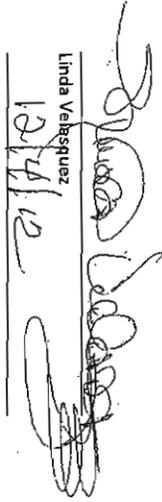
Please confirm compliance with your office for Great Wall Chinese Restaurant, Inc. at 321 State Street. Thank you.

Audra Garrett, City Clerk
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
(719) 846-9843 ext. 135
(719) 846-4140 fax
audra.garrett@trinidad.co.gov



DISCLOSURE STATEMENT

I, Linda Velasquez, hereby state and affirm that I am a member of Gino's Sports Bar, LLC, a Colorado limited liability company formed on September 9, 2011, whose principal office address is 310 Spruce Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Gino's Sports Bar, a tavern licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 991 E. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 25% interest in Gino's Sports Bar, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.


Linda Velasquez
Date 12/4/12

DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.


Michelle Miles
Date 12/4/12



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

7b

CITY WORK SESSION : November 6, 2013
PREPARED BY: Tom Acre, City Manager
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: First reading of an ordinance regarding the provision of natural gas service by the Trinidad Municipal Natural Gas Department, and decreasing the gas supply charge applicable to all customer service classifications, and setting a hearing date for consideration of said ordinance

PRESENTER: Tom Acre, City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider the proposed natural gas rate revision.

SUMMARY STATEMENT:

- Mike McFadden, the City’s gas consultant, reviewed the City’s natural gas charges and recommends a decrease to the deferred gas cost.
- A 30-day notice prior to the public hearing regarding the rates is required by statute. That notice appeared in the Chronicle News on October 18, 2013. Letters were sent to the City’s extra-territorial gas customers.
- Council should consider the ordinance to change the gas rates on first reading on November 6th, hold the public hearing on November 19th and have the second reading. The ordinance upon approval would be effective upon the effective date of the Ordinance (November 29, 2013), and the rates would be reflected on utility bills issued on and after December 1, 2013.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

POLICY ISSUE: Gas Tariff, Section IV, Item 8

ALTERNATIVE: None

BACKGROUND INFORMATION: The City is required pursuant to its Gas Tariff adopted and effective December, 2008, to comply with the rules and regulations which read: “The Gas Supply Charge shall be calculated on an annual basis and changes to it will be effective on November 1 of each year, unless otherwise approved by the City Council. Additionally, the Gas Supply Charge may be calculated and changed from time to time during the year, if the change amounts to at least \$0.01 per CCF or greater.” We got off schedule last year with the November 1 date so it is now a December 1 date.

7b



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REGARDING THE PROVISION OF NATURAL GAS SERVICE BY THE TRINIDAD MUNICIPAL NATURAL GAS DEPARTMENT, AND DECREASING THE GAS SUPPLY CHARGE APPLICABLE TO ALL CUSTOMERS SERVICE CLASSIFICATIONS

WHEREAS, Chapter XI, Section 11.1, of the Charter of the City of Trinidad, Colorado confers upon the City Council “all municipal powers relating to all utilities and franchises including, but without limitation to, all power and authority now existing and which may be hereafter provided by the Constitution or Statues of the State of Colorado, or by ordinance or by this Charter,”; and

WHEREAS, by City Ordinance No.1866 the City Council of the City of Trinidad, Colorado, previously adopted “Gas Tariff No. 1” to govern the provision of natural gas service by the Trinidad Municipal Natural Gas Department; and

WHEREAS, Gas Tariff No. 1 mandates the calculation of a Gas Supply Charge on an annual basis to recover the costs of purchasing natural gas for the City’s customers, which costs include the costs of upstream pipeline transportation, storage, and other costs incurred to deliver natural gas supplies to the City’s distribution system at the City’s receipt point; and

WHEREAS, based upon the Trinidad Municipal Natural Gas Department’s most recent Gas Supply Charge calculation, the City Council seeks to decrease the Gas Supply Charge applicable to all customer service classifications from \$0.4744 per one hundred cubic feet (“CCF”) to \$0.3158 per CCF.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1. **Gas Supply Charge.** The Gas Supply Charge applicable to all natural gas service classifications-Residential Sales (“RS”), Commercial Sales (“CS”), and Special Contract (“SC”) – of the Trinidad Municipal Natural Gas Department pursuant to Gas Tariff No. 1, as adopted by City Ordinance No. 1866, is hereby decreased from \$0.4744 per CCF to \$0.3158 per CCF. This Gas Supply Charge decrease shall become effective upon the effective date of this Ordinance, and shall be reflected on utility bills issued on and after December 1, 2013.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this 6th day November, 2013.

FINALLY PASSED AND APPROVED this ____ day of November, 2013.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of November,
2013.

BERNADETTE BACA GONZALEZ, Mayor

ATTEST:

AUDRA GARRETT, City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

7C

CITY COUNCIL MEETING: November 6, 2013
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: *[Signature]*
OF ATTACHMENTS: 2

SUBJECT: Wayfinding Signage Plan Phase I Contract

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Approve contract with NV Creative Designs.

SUMMARY STATEMENT: After soliciting bids twice and receiving only two bids, City staff chose NV Creative Design as the potential contractor to manufacture the signs for Phase I of the Wayfinding Signage Plan project. NV Creative Designs was chosen as the contractor for the following reasons:

- In-house graphic design.
- In-house manufacturing.
- Employing at least 5 people (all local).
- Local repair and replacement of product if damaged and/or stolen.
- Previous experience with Aluminum Signs.

The Contractor will provide the City of Trinidad with uniform, retro reflective wayfinding signs as described in the plans and specifications. The signs to be provided include all Primary Directional, Secondary Directional, Tertiary Directional, Identification and Information signs.

EXPENDITURE REQUIRED: \$33,489.03

SOURCE OF FUNDS: Capital Improvements

POLICY ISSUE: Selection of contractor.

ALTERNATIVE: Re-bid project.

BACKGROUND INFORMATION:

- The comprehensive Wayfinding Signage Plan, completed in 2011, proposes the design, consolidation, coordination and installation of gateway, directional, identification and informational signs throughout the City.
- Phase I of the Wayfinding Signage Plan includes the manufacture and installation of approximately 45 aluminum signs. NV Creative Designs would be responsible for sign manufacture and the City for sign installation.
- Staff reviewed product samples as well as completed projects for both of the companies that submitted responsive bids. Staff also met with both companies to discuss their capabilities as sign manufacturers.
- Attachment 1 is the contract for NV Creative Designs and Attachment 2 is the bid summary for the project.

7C

AGREEMENT FOR [PROFESSIONAL] SERVICES

THIS AGREEMENT FOR [PROFESSIONAL] SERVICES (the "Agreement") is made and entered into effective this ____ day of _____, 201__, by and between the CITY OF TRINIDAD, a Colorado home rule municipality whose address is 135 North Animas Street, Trinidad, Colorado (the "City"), and NV Creative Designs, a _____ whose principal business address is 119 Elm Street, Trinidad, CO 81082 ("Contractor").

WHEREAS, the City desires to retain the services of Contractor; and

WHEREAS, Contractor desires to provide services to the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services; Deliverables.

a. Services. The City agrees to retain Contractor to provide the services set forth in **Exhibit A**, attached hereto and incorporated herein by reference (the "Services"), and Contractor agrees to so serve.

b. Controlling Terms. In the event of any conflict between the terms and conditions contained in this Agreement and those contained in any Exhibit or Attachment hereto, the terms and conditions of this Agreement shall prevail and as such shall supersede the conflicting terms and/or conditions of such Exhibit or Attachment.

c. Deliverables. In the event any deliverables required under this Agreement consist of reports, surveys, maps, plans, drawings or photographs, or any other materials that lend themselves to production in electronic format, as determined by the City, Contractor shall provide such deliverables to the City in both hard copy and one or more electronic formats acceptable to the City, unless otherwise directed by the City in writing, and Contractor's failure to do so shall constitute a material breach of this Agreement. Acceptable electronic formats may include, but are not necessarily limited to, editable Word document, editable PDF document, AutoCAD and specified GPS/GIS format(s). Prior to beginning the Services, Contractor shall consult with the City to determine which electronic formats are acceptable. Any and all deliverables and other tangible materials produced by Contractor pursuant to this Agreement shall at all times be considered the property of the City.

e. Contractor Representations. Contractor warrants and represents that it has the requisite authority, capacity, experience and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The City reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor.

2. Compensation; Payment.

a. Amount. As compensation for performance of the Services, the City agrees to pay Contractor a sum not to exceed **Thirty three thousand, four hundred eighty nine Dollars and three Cents (\$33,489.03)**; provided, however, that if the actual cost of the Services is less than the foregoing, the City shall compensate Contractor only up to the amount of such actual cost.

b. Changed Conditions. Contractor specifically waives any claim for additional compensation for any changed condition arising out of any one or more of the following, unless such changed condition is caused in whole or in part by acts or omissions within the control of the City or persons acting on behalf thereof:

- i. A physical condition of the site of an unusual nature;
- ii. A condition differing materially from those ordinarily encountered and generally recognized as inherent in work of the character and at the location provided for in the Contract; or
- iii. As a result of any force majeure.

c. Invoices and Payment. The City shall make payment within thirty (30) days after receipt and approval of invoices submitted by Contractor. Invoices shall be submitted to the City not more frequently than monthly and shall identify the specific Services performed for which payment is requested.

d. IRS Form W-9. Contractor shall provide to the City a completed Internal Revenue Service Form W-9 not later than the date upon which Contractor submits its first invoice to the City for payment. Failure to provide a completed Form W-9 may result in delay or cancellation of payment under this Agreement.

3. Performance.

a. Prosecution of the Services. Contractor shall, at its own expense, perform all work and furnish all labor, materials, tools, supplies, machinery, utilities and other equipment that may be necessary for the completion of the Services, in a professional and workmanlike manner, except as otherwise provided in Work Orders or attachments thereto.

b. Licenses and Permits.

i. Licenses. Contractor and each subcontractor shall be responsible to obtain all licenses required for the Services, including a City Contractor's license, if required. Contractor shall pay any and all City license fees.

ii. Permits. Contractor shall obtain any and all permits required for the Services. No charge will be made for any City permit required for the Services.

c. Rate of Progress. Contractor acknowledges and understands that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement, and to that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement.

d. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the City relating to such monitoring and evaluation.

e. Drugs, Alcohol and Workplace Violence; Compliance with Applicable Law. Contractor and its employees, agents and subcontractors, while performing the Services or while on City property for any reason during the term of this Agreement, shall adhere to the City's policies applicable to City employees regarding drugs, alcohol and workplace violence. A copy of such policies will be made available to Contractor upon request. Contractor further covenants and agrees that in performing the Services hereunder, it shall comply with all applicable federal, state and local laws, ordinances and regulations.

f. Specific Performance. In the event of a breach of this Agreement by Contractor, the City shall have the right, but not the obligation, to obtain specific performance of the Services in addition to any other remedy available under applicable law.

4. Term and Termination.

a. Term. The Term of this Agreement shall be from the date first written above until May 22, 2014, upon which date all Services shall be completed to the City's satisfaction unless the Term is unless extended by written agreement of the parties.

b. Termination.

i. Generally. The City may terminate this Agreement without cause if it determines that such termination is in the City's best interest. The City shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fourteen (14) calendar days prior to the effective date of termination. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the City.

ii. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement or violates any applicable law, the City shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the City, the City shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the foregoing, Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the City from Contractor is determined.

5. Indemnification. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations or omissions of Contractor or its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Services under this Agreement. Contractor shall indemnify and hold harmless the City, its elected and appointed officials and its employees, agents and representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including, but not limited to, attorney fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the negligent, grossly negligent, willful and wanton, or intentional actions or omissions of Contractor and/or its employees, agents or

representatives or other persons acting under Contractor's direction or control. The provisions set forth in this Section shall survive the completion of the Services and the satisfaction, expiration or termination of this Agreement.

6. Insurance.

a. Commercial General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

b. Products and Completed Operations Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of products and completed operations insurance insuring Contractor, and naming the City as an additional insured, against any liability for bodily injury or property damage caused by the completed Services, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

c. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor, and naming the City as an additional insured, against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor that are used in connection with performance of the Services, whether the motor vehicles are owned, nonowned or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

d. Professional Liability Insurance. If Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant or other licensed professional, or if it is customary in the trade or business in which Contractor is engaged to carry professional liability insurance, or if the City otherwise deems it necessary, Contractor shall procure and keep in force during the duration of this Agreement a policy of errors and omissions professional liability insurance insuring Contractor against any professional liability with a limit of at least One Million Dollars (\$1,000,000.00) per claim and annual aggregate. The limits of such insurance shall not, however, limit the liability of Contractor hereunder.

e. Terms of Insurance.

i. Insurance required by this Section shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as Contractor deems reasonable for the Services, but in no event greater than Ten Thousand Dollars (\$10,000.00). Contractor is responsible for payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a twelve (12) month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

ii. No "Pollution Exclusion."

(a) The insurance required by this Section shall cover any and all damages, claims or suits arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants, and shall not exclude from coverage any liability or expense arising out of or related to any form of pollution, whether intentional or otherwise.

(b) In the event Contractor is unable to procure a policy of comprehensive general liability insurance in compliance with the provisions of subsection ii(a) above, Contractor shall secure and maintain either a rider or a separate policy insuring against liability for pollution related damages, claims or suits, as described in subsection ii(a), with at least One Million Dollars (\$1,000,000) each occurrence, subject to approval by the City, which approval shall not be unreasonably withheld.

iii. The insurance policies described in herein shall be for the mutual and joint benefit and protection of Contractor and the City. Except for the professional liability policy, all insurance policies required herein shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of the negligence of Contractor or its officers, employees, agents, subcontractors or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.

f. Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.

g. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the City certificates of insurance policies and all necessary endorsements evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the City shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance and endorsements. In the event the Term of this Agreement extends beyond the period of coverage for any insurance required herein, Contractor shall, not less than ten (10) days prior to the expiration of any such insurance coverage, provide the City with new certificates of insurance and endorsements evidencing either new or continuing coverage in accordance with the requirements of this Agreement.

7. Subcontracts – Insurance. Due to the nature of the Services, Contractor hereby agrees that it will not engage subcontractors to perform any part of the Services without the express written consent of the City, which shall not be unreasonably withheld. If such consent is granted, Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The City shall hold Contractor responsible in the event any subcontractor fails to procure and maintain, for the duration of this Agreement, insurance meeting the requirements set forth herein. The City reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the City's sole discretion, such variations do not substantially affect the City's interests.

8. Sales and Use Tax. Unless specifically exempt, all materials provided and equipment used in the performance of services within the City are subject to City Sales & Use Tax, including services performed by a contractor on behalf of the City.

- Contractor Responsible for Tax. Contractor is subject to the tax on all purchases, fabrication, manufacture or other production of tangible personal property used, stored or consumed in performance of the Services.
- Specific Industry Standard. The Specific Industry Standard for Construction and Contractors (Regulation 20-S.I.15) can be provided upon request by contacting the City's Finance Department, , at 719-846-9843.
- Equipment. Prior to or on the date Contractor locates equipment within the City to fulfill this Agreement, Contractor shall file a declaration describing each anticipated piece of equipment the purchase price of which was two thousand five hundred dollars (\$2,500) or greater, stating the dates on which Contractor anticipates the equipment to be located within and removed from the boundaries of the City and stating the actual or anticipated purchase price of each such anticipated piece of equipment along with any other information deemed necessary by the City. When such declared equipment is located within the City for a period of thirty (30) days or less, Contractor may include sales and use tax calculated on one-twelfth (1/12) of the purchase price of such equipment in the contract amount, in compliance with Section 20-5-V of the Commerce City Sales & Use Tax Code. If Contractor fails to declare the equipment to the City prior to or on the date Contractor locates the equipment within the City, none of the sales and use tax due on the equipment shall be allowed as a contract expense.

9. Undocumented Workers – Compliance with C.R.S. § 8-17.5-102.

- a. Contractor hereby certifies that, as of the date of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in the E-verify Program or Department Program as defined in C.R.S. § 8-17.5-101 in order to confirm the eligibility of all employees who are newly hired to perform work under this Agreement.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor is prohibited from using either the E-verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- d. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:
 - i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph d the subcontractor does not stop employing or contracting with the illegal alien; provided, however, that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

e. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in Article 17.5 of Title 8, C.R.S.

f. If Contractor violates this Section, the City may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the City.

g. Verification of lawful presence; Compliance with C.R.S. § 24-76.5-103.

i. If Contractor is a natural person or a sole proprietor without employees (*i.e.*, not a corporation, limited liability company, partnership or other similar entity) and is 18 years of age or older, he/she must do the following:

(a) Complete the affidavit attached to this Agreement as **Exhibit B**; and

(b) Attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit B.

ii. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the City shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the City determines through such verification process that Contractor is an alien not lawfully present in the United States, the City shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

10. Contractor's Remedies for Breach.

a. Contractor may terminate this Agreement in the event of non-payment of sums due only as provided in this Section, except where non-payment is the result of Contractor's failure to provide the City with a completed IRS Form W-9 as required herein. In the event Contractor elects to terminate this Agreement for non-payment of sums due, Contractor shall first provide the City notice of Contractor's intent to terminate and allow the City ten (10) days within which to make payment. Contractor's termination shall become effective immediately upon the City's failure to make payment within such ten-day period.

b. Pending resolution of any material breach by the City, Contractor may, in addition to any other remedies provided by law, discontinue performance of the Services without being in breach of this Agreement.

11. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the City:

Tom Acre, City Manager
City of Trinidad
135 N. Animas St.
Trinidad, CO 81082

If to Contractor:

Jamie or Naomi Breedlove, Owners
NV Creative Designs
119 Elm St.
Trinidad, CO 81082

12. General Provisions.

- a. Independent Contractor; No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the relationship between Contractor and the City shall be as independent contractors, and neither the City nor Contractor shall be deemed or constitute an employee, servant, agent, partner or joint venturer of the other. Contractor is obligated to pay federal and state income tax on any money earned pursuant to this Agreement, and neither Contractor nor Contractor's employees, agents or representatives are entitled to workers' compensation benefits from the City.
- b. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and Contractor shall be deemed to be only an incidental beneficiary under this Agreement.
- c. No Assignment. Contractor shall not assign this Agreement without the City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.
- d. No Waiver. The waiver of any breach of a term, provision or requirement of this Agreement shall not be construed as or deemed a waiver of any subsequent breach of such term, provision or requirement or of any other term, provision or requirement of this Agreement.
- e. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado. Venue for state court actions shall be in the 3rd Judicial District in Las Animas County, Colorado, and venue for federal court actions shall be in the United States District Court for the District of Colorado. In the event legal action is brought to resolve any dispute among the parties related to this Agreement, the prevailing party in such action shall be entitled to recover reasonable court costs and attorney fees from the non-prevailing party.
- f. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*
- g. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.
- h. Time of the Essence. Contractor acknowledges that time is of the essence in the performance of this Agreement. Contractor's failure to complete any of the Services contemplated herein during the Term of this Agreement, or as may be more specifically set forth in an Exhibit hereto, shall be deemed a breach of this Agreement.
- i. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the parties and to bind the parties to its terms.
- j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

k. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

l. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

m. Acknowledgement of Open Records Act – Public Document. Contractor hereby acknowledges that the City is a public entity subject to the Colorado Open Records Act, C.R.S. § 24-72-201, *et seq.*, and as such, this Agreement may be subject to public disclosure thereunder.

[Remainder of this page intentionally left blank – signature page(s) follow]

[if ABOVE \$30,000, use this signature block and delete all others]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF TRINIDAD, COLORADO

Bernadette Baca-Gonzalez, Mayor

ATTEST:

Audra Garrett, City Clerk

Approved as to form:

Les Downs, City Attorney

Recommended for approval:

Tom Acre, City Manager

CONTRACTOR

Signature [must be notarized]

Printed name & title

STATE OF COLORADO)
) ss.
COUNTY)
OF)

The foregoing Agreement was acknowledged before me this ____ day of _____, 201_____,
by _____.

Witness my hand and official seal.

My Commission Expires

Notary Public

EXHIBIT A – SERVICES

City of Trinidad Wayfinding Signage Plan Phase I Sign Acquisition. The Contractor is to provide the City of Trinidad with uniform, retro reflective wayfinding signs described in the plans and specifications. The signs to be provided include all Primary Directional, Secondary Directional, Tertiary Directional, Identification and Information signs.

BID FORM			Not a submitted bid; figures from Wayfinding Plan. Costs include installation.		No experience with aluminum signs & utilizes non-local manufacturer. Costs for signs only.		Local manufacturer & service. Previous experience with aluminum signs. Costs for signs only.	
Wayfinding Signage			Russell Mills Estimate		All Events Trophies			
	QTY	UNIT	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
PRIORITY 1								
<i>Directional Signs</i>								
<i>Primary Directional</i>								
PD-1	3	EA	\$3,500.00	\$10,500.00	\$1,215.00	\$3,645.00	\$2,090.57	\$6,271.71
PD-2	3	EA	\$3,500.00	\$10,500.00	\$1,215.00	\$3,645.00	\$1,646.14	\$4,938.42
SUBTOTAL				\$21,000.00		\$7,290.00		\$11,210.13
<i>Secondary Directional</i>								
SD-1	1	EA	\$3,800.00	\$3,800.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SD-2	1	EA	\$3,800.00	\$3,800.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SD-3	1	EA	\$2,000.00	\$2,000.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SD-4	1	EA	\$2,000.00	\$2,000.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SD-4A	2	EA	\$3,500.00	\$7,000.00	\$1,225.00	\$2,450.00	\$1,175.18	\$2,350.36
SD-5	1	EA	\$3,500.00	\$3,500.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SD-6	1	EA	\$2,000.00	\$2,000.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SD-7	1	EA	\$3,500.00	\$3,500.00	\$1,225.00	\$1,225.00	\$1,175.18	\$1,175.18
SUBTOTAL				\$27,600.00		\$11,025.00		\$10,576.62
<i>Tertiary Directional</i>								
TD-1	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-1A	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-2	0	EA	\$800.00	\$0.00		\$0.00		\$0.00
TD-3	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-3A	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-4	2	EA	\$800.00	\$1,600.00	\$352.87	\$705.74	\$379.23	\$758.46
TD-5	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-5A	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-6	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$328.19	\$328.19
TD-7	2	EA	\$800.00	\$1,600.00	\$352.87	\$705.74	\$379.23	\$758.46
TD-8	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-9	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-10	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-10A	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
TD-11	1	EA	\$800.00	\$800.00	\$352.87	\$352.87	\$379.23	\$379.23
SUBTOTAL				\$12,800.00		\$5,645.92		\$6,016.64
<i>Identification</i>								
ID-1	5	EA	\$800.00	\$4,000.00	\$405.00	\$2,025.00	\$243.20	\$1,216.00
ID-2	5	EA	\$1,000.00	\$5,000.00	\$405.00	\$2,025.00	\$400.28	\$2,001.40
SUBTOTAL				\$9,000.00		\$4,050.00		\$3,217.40
<i>Information</i>								
				\$0.00		\$0.00		\$0.00
IN-1	4	EA	\$2,500.00	\$10,000.00	\$540.00	\$2,160.00	\$617.06	\$2,468.24
SUBTOTAL				\$10,000.00		\$2,160.00		\$2,468.24
PRIORITY 1 GRAND-TOTAL				\$80,400.00		\$30,170.92		\$33,489.03



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

7d

CITY COUNCIL MEETING: November 6, 2013
PREPARED BY: Karen Wolf, Assistant Planner
DEPT. HEAD SIGNATURE: *K. Wolf*
OF ATTACHMENTS: 1

SUBJECT: Corazon Square Rental Rehabilitation Project

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION:

- Approval of resolution to support the City's application, on behalf of Trinidad Housing Authority, to Department of Local Affairs (DOLA) Housing for a grant to rehabilitate Corazon Square.
- Approval of Tom Acre, City Manager, as signatory authority for the Corazon Square Rental Rehabilitation Project & DOLA grant.

SUMMARY STATEMENT: This grant would support the rehabilitation of Corazon Square, a 50 unit HUD apartment complex.

EXPENDITURE REQUIRED: No cash match. Waive any City fees associated with the project scope of work.

SOURCE OF FUNDS: NA

POLICY ISSUE: Resolution & signatory assignation.

ALTERNATIVE: No grant application.

BACKGROUND INFORMATION:

- The Corazon Square is a 50 unit, three story, multifamily apartment complex. The project serves low income seniors, 65 and older and persons with disabilities. It is funded through a Housing Assistance Contract, with the US Department of Housing and Urban Development, (HUD) Section 8 New Construction program. The facility was constructed in 1983. Corazon maintains a 90% plus occupancy rate.
- The Corazon Square Rental Rehabilitation Project is planned to be completed in four phases:
 - Phase 1: Upgrade the heating, domestic hot water and air conditioning systems to increase energy efficiency and lower operational costs;
 - Phase 2: Installation of a fire suppression system to improve resident safety;
 - Phase 3: Modernize building exterior to increase energy efficiency and market sustainability;
 - Phase 4: Modernize unit and common area interiors including upgrading accessible features; Install secondary elevator.
- The DOLA grant request is for \$422,610.

7d



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, APPROVING SUBMISSION OF A GRANT APPLICATION TO THE COLORADO DEPARTMENT OF LOCAL AFFAIRS/DIVISION OF HOUSING FOR THE CORAZON SQUARE RENTAL REHABILITATION PROJECT AND GIVING CITY MANAGER TOM ACRE FULL SIGNATORY AUTHORITY IN REGARD TO ALL CONTRACTS AND CORRESPONDING DOCUMENTS ASSOCIATED THEREWITH

WHEREAS, the City of Trinidad City Council has approved and agrees to sponsor on behalf of the Trinidad Housing Authority an application to the Colorado Department of Local Affairs/ Division of Housing seeking funding for the Corazon Square Rental Rehabilitation Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1) The City Council of the City of Trinidad hereby grants City Manager Tom Acre full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the City of Trinidad related to the Corazon Square Rental Rehabilitation Project.

2) Tom Acre, City Manager, an agent of the City of Trinidad, is further authorized to sign Payment Requests, Quarterly Financial Status Reports, Quarterly Project Performance Reports, and Monitoring Documents.

3) The above designation will commence on the date of this Resolution and will apply for the duration of the contract(s).

INTRODUCED, READ AND ADOPTED this ____ day of November, 2013.

BERNADETTE BACA GONZALEZ,
Mayor

ATTEST:

AUDRA GARRETT, City Clerk