



**CITY OF TRINIDAD
TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, January 13, 2015 at 1:30 P.M.
in City Council Chambers at City Hall, Third Floor, City Hall

AGENDA

1. Petitions and Communications, Oral or Written
2. Introduction of E911 Authority Board applicants
3. Discussion of Trinidad Golf Association request for funding
4. Discussion regarding definition of "School" as contained in the Medical and Retail Marijuana Ordinances
5. Consideration of Contract Amendment for the Window and Door Restoration/Reconstruction of the Trinidad City (Historic) Water Works Building
6. Urban Renewal Authority Update
7. Consideration of agreement with McCool Development Solutions, LLC for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map
8. Discussion of other agenda items

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).



COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: January 13 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 3

SUBJECT: Introduction of E911 Authority Board applicants

PRESENTER: Audra Garrett, ACM/City Clerk

RECOMMENDED CITY COUNCIL ACTION: Consider the applicants for appointment

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

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

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Three letters of interest were received for the two vacancies. The vacancies are a result of term expirations of Arsenio Vigil and David Barrack.

Letters of interest were received from Arsenio Vigil, David Barrack and Mary "Mally" Blecha. All three qualify to fill the vacancies.

2

December 28, 2014
Trinidad, Colorado

To the Mayor and members of City Council:

Please accept this letter as interest in the position for the E911 Authority Board.

I retired in early 2013 from the Aurora Colorado Police Department where I was employed for 10 years as a Senior Records Clerk. I also worked in the Bell Telephone System as a long distance operator in the days before 911. We dispatched police, fire and ambulance for the areas we serviced.

For the past year I have volunteered at the Trinidad Police Department.

I am aware of the necessity for competent emergency services both with regard to adequate training and equipment. As a newer member of the Trinidad and Las Animas county area, it is important for me to be involved in and contributing to the needs of the citizens of this county.

If you have questions or need to contact me, I can be reached at 303-913-8142. Thank you for your consideration.

Sincerely,


MALLY BLECHA

Registered under
Mary @ 2403 Desperado
Residency Verified

City of Trinidad	
DEC 29 2014	12:35
City Clerk's Office	

David J. Barrack
115 E. Elm Street
Trinidad, CO 81082

January 2, 2015

Mayor Joe Reorda, Sr. and City Council Members
135 N. Animas Street
Trinidad, CO 84102

Dear Mr. Mayor and City Council Members:

Please accept my application to be reappointed to the 911 Authority Board. I was on the original board when 911 came into this community. I have spent the last four years helping to update the software, renegotiate the Intergovernmental Agreement and rewrite the Bylaws.

This process is not completed and I believe that my knowledge of and experience with 911 qualifies me to remain on the board. I am willing to make myself available to you for an interview and/or discussions about 911. Please feel free to contact me to schedule at time.

Sincerely,



David J. Barrack

verified voter
regis + residency
R 1/5/15

**Request for Re-Appointment
to the
E-911 Authority Board**

December 26th, 2014

City of Trinidad City Council
Honorable Mayor Reorda and elected Council:

I am Arsenio L. Vigil, and I currently serve as an appointed member of the E-911 Authority Board, regarding the City of Trinidad and Las Animas County.

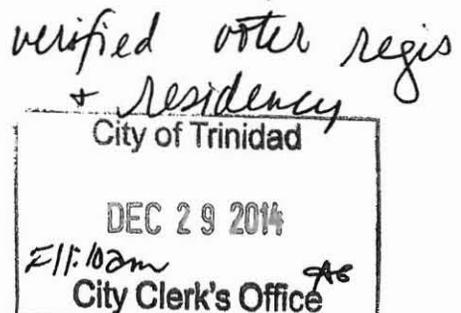
I have recently received written notice that my current term of appointment will expire on the 31st of December, 2014.

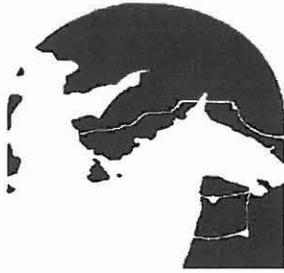
I am currently employed by the City of Trinidad Police Department, where I serve as a Detective Sergeant in the Investigations Division. I have served and protected the citizens of Trinidad since July 21st, 1996 as a Peace Officer, and prior to my employment with the City, I served the citizens of Las Animas County from December 1989 to July 1996.

I would greatly appreciate being re-appointed to the E-911 Authority Board, as I have over 20 years of experience in this field, the willingness to serve my community, be fair and impartial, and serve with integrity. The E-911 Authority Board continues to serve this community well, and with the interest and input of the safety of the citizens, to which we serve.

If you have any questions, please feel free to contact me at any time.

Arsenio L. Vigil *Arsenio L. Vigil*
1208 Arizona Avenue
Trinidad, Colorado. 81082





CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 13, 2015
PREPARED BY: Audra Garrett, ACM/City Clerk
DEPT. HEAD SIGNATURE:

Audra Garrett

3

SUBJECT: Discussion of Trinidad Golf Association request for funding

PRESENTER: Audra Garrett, ACM/City Clerk

RECOMMENDED CITY COUNCIL ACTION: Consider the proposals/requests

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Funding towards City-owned park property

ALTERNATIVE: Choose to not provide funding

BACKGROUND INFORMATION:

- TGA addressed Council at your previous work session seeking funding assistance. They provided a copy of their financial reports.
- Council has a few options:
 - 1) Advance the \$15,000 allocation budgeted in the 2015 Lottery Fund; or
 - 2) Since there are still funds available in the Lottery Fund and TGA has produced approximately \$12,000 in receipts for eligible expenses over and above the \$15,000 they were allotted for 2014 from Lottery money, Council may opt to pay those receipts; or
 - 3) Council may elect to pay both the \$12,000 for 2014 and the \$15,000 for 2015 now; or
 - 4) Council may decide to not provide additional funding at this time.

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REVENUE & EXPENDITURE REPORT
FOR PERIOD ENDING 11/2014

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ORIGINAL BUDGET	REVISED BUDGET	CURRENT MONTH ACTUAL	CURRENT YEAR ACTUAL	CURRENT ENCUMBRANCES	AVAILABLE BALANCE	PERCENT EXPENDED
LOTTERY FUND								
006-0000-331.01-00	Fed Grants	24,500-	24,500-	.00	.00	0	24,500-	100
006-0000-334.01-00	State Grants	0	0	.00	24,519.00-	0	24,519	0
006-0000-335.02-00	Lottery Income	80,000-	80,000-	.00	64,612.85-	0	15,387-	19
006-0000-361.01-00	Interest Income	100-	100-	7.89-	130.32-	0	30	30-
006-0000-371.15-00	Miscellaneous Rev	0	0	.00	.00	0	0	0
*	LOTTERY FUND	104,600-	104,600-	7.89-	89,262.17-	0	15,338-	15
**	REVENUE	104,600-	104,600-	7.89-	89,262.17-	0	15,338-	15
006-4513-451.93-05	Bldgs and Shelter (Lot)	35,000	35,000	.00	.00	0	35,000	100
006-4513-451.93-07	ADA Compliance (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-10	Equip Acquisition (Lot)	33,000	33,000	.00	59,924.24	0	26,924-	82-
006-4513-451.93-13	Fence Pur RR-Cen Pk (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-16	Golf Course Equip (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-17	Golf Course Mntnce (Lot)	15,000	15,000	.00	7,210.00	0	7,790	52
006-4513-451.93-21	Land Acquisition (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-29	Vehicle Purchases (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-34	Park Maintenance (Lot)	42,000	42,000	349.14	18,402.78	302	23,295	55
006-4513-451.93-36	Path & Trails Maint (Lot)	37,000	37,000	.00	12,027.80	0	24,972	67
006-4513-451.93-41	Playgrnd Equip Purch(Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-47	Restroom Construct (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-53	Skatebrd Facil Mnt (Lot)	0	0	.00	.00	0	0	0
006-4513-451.93-60	Swim Pool Maint (Lot)	18,000	18,000	.00	13,159.89	0	4,840	27
006-4513-451.93-64	For Future Expend (Lot)	0	0	.00	.00	0	0	0
*	Lottery	180,000	180,000	349.14	110,724.71	302	68,973	38
**	EXPENDITURE	180,000	180,000	349.14	110,724.71	302	68,973	38
***	LOTTERY FUND	75,400	75,400	341.25	21,462.54	302	53,635	71

12:55 PM
 12/30/14
 Accrual Basis

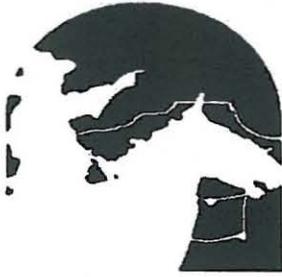
Trinidad Municipal Golf Association
Balance Sheet
 As of December 30, 2014

	Dec 30, 14
ASSETS	
Current Assets	
Checking/Savings	
Checking/Savings - Cash	
Checking - INB	3,230.16
International CD	60,158.35
Petty Cash - Pro Shop	240.00
Savings - INB	822.97
Total Checking/Savings - Cash	64,451.48
Total Checking/Savings	64,451.48
Total Current Assets	64,451.48
Fixed Assets	
Major Equipment	54,855.94
Total Fixed Assets	54,855.94
TOTAL ASSETS	119,307.42
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	3,934.76
Total Accounts Payable	3,934.76
Other Current Liabilities	
Direct Deposit Liabilities	-1,094.53
International Bank Loan	40,973.71
Other Liabilities	100.00
Payroll Liabilities	
Federal W/H Taxes	-1,095.00
FICA/Medicare (Comp)	-861.30
FICA/Medicare Taxes	-861.30
FUTA Taxes	-32.25
Health Insurance	69.31
State W/H Taxees	1,098.87
Wage Garnishment Payable	5.28
Payroll Liabilities - Other	2,949.08
Total Payroll Liabilities	1,272.69
Total Other Current Liabilities	41,251.87
Total Current Liabilities	45,186.63
Total Liabilities	45,186.63
Equity	
Opening Balance Equity	9,132.54
Retained Earnings	89,497.78
Net Income	-24,509.53
Total Equity	74,120.79
TOTAL LIABILITIES & EQUITY	119,307.42

Acct #	REVENUE	2011	2012	2013	2014	Proposed Budget 2015
		Total	Total	Total	Total	Total
		Y-T-D	Y-T-D	Y-T-D	Y-T-D	Y-T-D
4100	Annual Membership Fees	62,256	78,215	68,905	64,939	76,270
4200	Cart House Storage	16,650	17,538	17,736	17,350	17,925
4300	Cart Fee Rentals	26,598	35,655	24,974	21,186	24,145
4400	Daily Green Fees	59,087	63,293	48,806	43,095	42,620
4500	Daily User Fees	27,821	32,803	29,754	33,810	33,720
4600	Tournaments	86,720	69,575	79,690	72,070	72,800
4700	Pro Shop	13,017	19,006	15,728	14,341	13,720
4701	Beer Sales	5,620	4,840	0	0	0
4850	City of Trinidad	0	0	15,000	15,000	15,000
4900	Donations & Other Revenue	2,568	2,467	1,776	998	600
		300,337	323,392	302,369	282,789	296,800
Acct#	EXPENSES					
6600	Salaries	124,515	135,355	131,666	135,022	133,700
6650	Benefits	28,818	25,785	29,137	31,901	30,980
6680	Contractual Services	5,400	7,006	6,850	15,104	5,500
6701	Telephone	3,598	3,518	3,542	3,065	3,360
6703	Utilities	6,078	6,766	6,283	6,114	6,660
6704	Insurance	6,656	11,914	7,229	9,291	8,400
6705	SW Maintenance	1,500	1,500	1,500	1,500	1,500
6706	Credit Card & Bank Fees	2,413	3,037	3,081	3,586	3,780
6707	Postage/Dues/Other	3,311	14,318	7,946	11,153	7,300
6751	Fuel & Oil	12,379	12,045	14,946	13,288	14,300
6709	Student Scholarships	2,000	2,000	2,000	2,000	2,000
6752	Pro Shop Expenses	10,744	15,282	17,009	10,178	12,450
6755	Beer	4,840	1,215	0	0	0
6753	Office Supplies & Other	527	1,331	1,657	602	900
6756	Equipment	8,841	83	5,749	1,352	12,000
6801	Bldg & Grounds Maintenance	25,893	38,041	29,536	26,711	26,900
6802	Equipment Maintenance	16,313	15,153	16,650	11,179	14,200
6803	Cart Maintenance	3,057	1,597	2,293	2,248	3,600
6804	Sprinkling System Maintenance	8,113	681	1,229	1,277	3,000
6900	Tournament Expenses	23,135	20,014	27,163	21,730	25,000
		298,131	316,641	315,466	307,300	315,530
	Net Income or Loss	2,206	6,751	-13,097	-24,511	-18,730

In 2011 TGA budgeted to receive \$69,300 from the City of Trinidad

In 2014 Guido held off on many repairs of equipment due to the lack of funds



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: 1/13/15
PREPARED BY: Les S. Downs
DEPT. HEAD SIGNATURE:

4

SUBJECT: Discussion of the actual and practical definitions of schools

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: A discussion needs to be held about certain businesses at certain locations in Trinidad, and how it has affected the marijuana map in the City.

SUMMARY STATEMENT: Whether Council would prefer to define schools as they are presently defined, and how to treat some facilities and locations that may arguably fall within that definition.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether Council is wanting to be more or less inclusive of what constitutes a school.

ALTERNATIVE: To not take action with respect to this, and possibly allow the marijuana map to be altered by not taking action.

BACKGROUND INFORMATION: The marijuana map in Trinidad has developed to, as a practical matter, exclude marijuana facilities from certain areas in town. This may be a desirable, if unintended, consequence of the locations and manner in which the City has dealt with certain schools or school like locations in the City.

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primary caregivers as defined in Section 14 of Article XVIII of the state constitution, but is not a primary caregiver.

(q) "Medical Marijuana-Infused Product" means a product infused with medical marijuana that is intended for use or consumption other than by smoking, including but not limited to edible products, ointments, and tinctures.

(r) "Medical Marijuana-Infused Products Manufacturer" means a person licensed pursuant to this ordinance or state law to operate a business as described in Section 12-43.3-404.

(s) "Optional Premises" means the premises specified in an application for a medical marijuana center license with related growing facilities in Colorado for which the licensee is authorized to grow and cultivate marijuana for a purpose authorized by this ordinance or by the Colorado Medical Marijuana Code.

(t) "Optional Premises Cultivation Operation" means the premises specified in an application for a medical marijuana center license with related growing facilities in Colorado for which the licensee is authorized to grow and cultivate marijuana for a purpose authorized by Section 14 of Article XVIII of the state constitution.

(u) "Person" means a natural person, partnership, association, company, corporation, limited liability company, or organization, or a manager, agent, owner, director, servant, officer or employee thereof.

(v) "Patient" has the meaning provided in Amendment 20.

(w) "Premises" means a distinct and definite location, which may include a building, a part of a building, a room, or any other definite contiguous area.

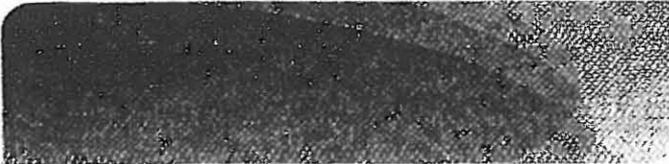
(x) "Primary caregiver" means a person, other than the patient and the patient's physician, who is eighteen years of age or older and has significant responsibility for managing the well-being of a patient who has a debilitating medical condition as defined by Colorado Constitution, Article XVIII, Section 14(1)(a).

(y) "School" means a public or private preschool or a public or private elementary, middle, junior high, high school.

(z) "State Licensing Authority" means the authority created for the purpose of regulating and controlling the licensing of the cultivation, manufacture, distribution and sale of medical marijuana in this state, pursuant to C.R.S. Section 12-43.3-201.

14-202. License Required.

It is unlawful for any person to own or operate a medical marijuana business, as that term is defined in this ordinance, without first obtaining a license as provided in this article. The following three types of business operations as defined in the Colorado Medical Marijuana Code C.R.S. 12-43.3-101 et seq. may be licensed hereunder: Medical marijuana centers and medical marijuana-infused products manufacturing and optional premises cultivation operation. A maximum of five (5) total licenses may be issued within the corporate City limits of Trinidad;



SUMMIT EDUCATION GROUP

107 West 11th Street
Pueblo, Colorado 81003
Phone: (719) 320-6923

E-Mail: shawn.yoxey@summedu.net

SHAWN M. YOXEY, ESQ., General Counsel

September 3, 2014

Re: GOAL Academy

To Whom It May Concern:

GOAL Academy is a multi-district public on-line charter school formed, established and funded under the laws and Constitutional provisions of the State of Colorado and pursuant to the Charter Schools Act as set out in C.R.S. 22-30.5101, et. seq. and The On-Line Schools Act set out in C.R.S. 22-30.7-101, et. seq.

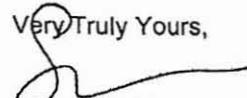
GOAL is an on-line school with students scattered all over the State of Colorado as such it has established a series of drop-in centers to house administrative functions and to also serve as a place for kids to come for tutoring or counseling services. GOAL's drop-in centers are not to be confused with "brick and mortar schools" or "learning centers". A "Learning Center" is a facility in which a consistent group of students meets more often than once per week under the supervision of a Teacher or Mentor for a significant portion of a school day for the purpose of participating in an online program.

A group of Parents and students meeting repeatedly, occasionally, and informally, even if facilitated by a school, shall not constitute a "Learning Center", and a private home shall not be considered a "Learning Center" under any circumstances pursuant to § 22-30.7-102 C.R.S. A "significant portion of the school day for the purpose of participating in an online program" means that students of the Learning Center must be actively participating in the curricula of the certified online program for more than fifty-percent of the school day.

As such it has been interpreted by the State that a facility that is operated by an on-line school, manned by one or more teachers or other adults, and equipped with computers for on-line students' use, but in which student's attendance at the facility is up to the student, and not scheduled with the same group of other students as a regular and required part of the online program, is not a learning center nor a school for the purposes of zoning or any other purpose.

If you have any further questions, please do not hesitate to contact me.

Very Truly Yours,



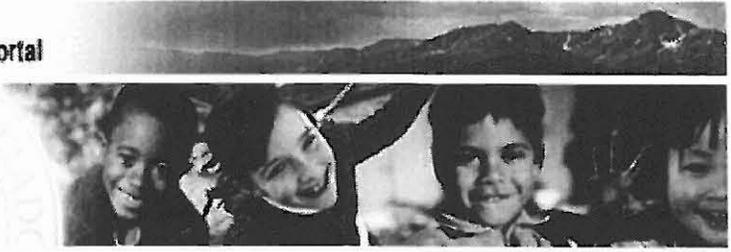
Shawn M. Yoxey
General Counsel

Les Downs

From: Don Wilhelm <don@advancedtecllc.com>
Sent: Saturday, September 27, 2014 11:54 AM
To: les.downs@trinidad.co.gov
Subject: Goal Academy
Attachments: 20140926_180123_resized.jpg; 20140926_180522_resized.jpg; 20140926_180703_resized.jpg

Hi Les,

Here is the info we talked about on goal academy, the southern regional director is Steven Alverado [719-242-3596](tel:719-242-3596) he is the gentleman that said the Colorado School Board doesn't recognize Goal as a school due to them being a online school and he gave me the info on the Pueblo West Location being 30 yards from a dispensary (which I drove up and verified)Tamera is one of the representatives at the Pueblo West location [719-289-2747](tel:719-289-2747).....I have enclosed pictures of the front of the building, the back and a close up of the dispensary sign in back. the renters from left to right looking at the front of the building are....Anglo's Pizza, the blank spot is Goal Academy with no sign, Nick's Bikes, Asian Garden Restaurant, and Maggie's Farm the Dispensary. Please let me know if I can help with any thing else. Also I would like to thank you again for taking the time to talk with me on both of these issues. Thx Don



Colorado Child Care Facility Search

* Denotes a Required Field.

- **Provider Name**
- **License Number**
- **Phone Number**

List facilities by provider name.

* Provider Name:

List facilities by license number.

* License Number:

List facilities by phone number.

* Phone Number: xxx-

xxx-xxxx

Provider Number	Provider Type	Provider Name	Address	Phone	View Provider History
1550180	Day Care Center	Kiddy Korner	119 W Kansas Ave Trinidad, CO 81082	(719) 846- 6450	Submit
			Map it		

[Submit](#)

[Accessibility](#)

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BESbewy



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 13, 2015
PREPARED BY: Louis Fineberg, Planning Director

DEPT. HEAD SIGNATURE:

5

SUBJECT: Consideration of Contract Amendment for the Window and Door Restoration/Reconstruction of the Trinidad City (Historic) Water Works Building

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Forward to the January 20, 2015 meeting for approval

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: \$14,700

SOURCE OF FUNDS: Capital Improvement Fund

POLICY ISSUE: Discussion of possible project continuation. This is a one-year extension because the original consultant passed away. This will extend the contract to March, 2016.

ALTERNATIVE: Choose not to pursue the project work

BACKGROUND INFORMATION:

- Several years ago the City undertook a project utilizing grant funds to stabilize the historic water works building on Cedar Street. There are still grant funds available to restore/reconstruct the windows and doors, which once completed will bring the building into compliance with respect to a Notice and Order the City has been issued.
- The plans have been submitted to the state for review. Once the plans are approved, the City can put the project out to bid.
- This is a \$34,300 grant with a \$14,700 match (\$50,000 project).

5

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

CONTRACT AMENDMENT #2013-M2-031 A

THIS AMENDMENT, made this _____ day of _____, _____ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The Parties entered into a contract dated February 15, 2013, (the "Original Contract"), for SHF Project #2013-M2-031, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The term of the contract is extended because the Contractor, through no fault of their own, is unable to complete the project as required within the specified contract period as a result of unforeseen delay; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number POGG1 2015-177, Contract Routing Number N/A Approved Waiver Form, dated February 15, 2013, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M2-031, dated February 15, 2013, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. Provision #4 of the original contract, CONTRACT EFFECTIVE DATE, the term of the contract is **EXTENDED** from March 1, 2015 to March 1, 2016.
 - b. Provision #5 of the original contract, COMPENSATION AND METHOD OF PAYMENT, the List of Submittals are revised as reflected in the attached Revised Exhibit C.
4. The effective date of this amendment is upon approval of the State Controller or February 20, 2015, whichever is later.
5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment, and any of the provisions of the Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

City of Trinidad
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

*Signature of Authorized Officer

Date: _____

Department of Higher Education

Date

STATE HISTORICAL FUND

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHF & SHF/Deputy SHF

Print Name of Authorized Officer

Date: _____

WAIVER CONTRACT REVIEWER

Print Title of Authorized Officer

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

Revised September 26, 2013
\\chs-db\gifts\Document\22114642.doc
Approval/Contract: Amendment/Time Extension Only

LIST OF SUBMITTALS

<u>Project Reports</u>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables #1 - 5 below must be reviewed and approved before Advance payment is made.	Received 6/25/13	Advance payment of grant award \$12,880 – Approved, Pending Deliverables
b. Progress Report # 1	Received 4/29/13	Reviewed
c. Progress Report # 2	Received 7/1/13	Reviewed
d. Progress Report # 3	Received 9/3/13	Reviewed
e. Progress Report # 4	Received 11/14/13	Reviewed
f. Progress Report # 5	Received 12/31/13	Reviewed
g. Interim Financial Report (Attachment 1). Deliverables #6 - 10 below must be reviewed and approved before Interim payment is made.	January 15, 2014 **	Review & Approve. Interim payment of grant award \$16,100. †
h. Progress Report # 6	Received 3/6/14	Reviewed
i. Progress Report # 7	Received 5/13/14	Reviewed
j. Progress Report # 8	July 1, 2014	Not Received
k. Progress Report # 9	Received 8/28/14	Reviewed
l. Progress Report # 10	November 1, 2014	Not Received
m. Progress Report # 11	January 1, 2015	Review*
n. Progress Report # 12	March 1, 2015	Review*
o. Progress Report # 13	May 1, 2015	Review*
p. Progress Report # 14	July 1, 2015	Review*
q. Progress Report # 15	September 1, 2015	Review*
r. Progress Report # 16	November 1, 2015	Review*

- | | | |
|--|----------------------|---|
| s. Progress Report # 17 | January 1, 2016 | Review* |
| t. Final Financial Report (Attachment 1) | January 15, 2016 *** | Review & Approve.
Final payment of grant
award \$3,220. † |

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.

† Payment may increase due to approval of contingency funds.

*** Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on March 1, 2016. All deliverables due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables #1 – 10 must be reviewed and approved by SHF before commencement of treatments (construction).

<u>Project Deliverables</u>	<u>Society Response</u>
1. Consultant Resume: Architectural/Engineering Services	Reviewed & Approved
2. Subcontract Certification: Architectural/Engineering Services	Reviewed & Approved
3. Initial Consultation with SHF Historic Preservation Specialist	Held
4. Historical photos/documentation of areas to be treated	Review/Comment and or Approve
5. Before/existing condition photos of all areas affected by Scope of Work	Review/Comment and or Approve
6. Paint Color History	Review/Comment and or Approve
7. Construction Documents/Plans and Specifications	Review/Comment and or Approve
8. Subcontract Certification: Construction Contractor	Review/Comment and or Approve
9. Pre-construction Meeting with SHF Historic Preservation Specialist	Review/Comment and or Approve
10. Mock-up of Reconstructed Window Sash and Frame	Review/Comment and or Approve
11. Interim Meeting with SHF Historic Preservation Specialist, if needed	Review/Comment and or Approve
12. Copies of Change Orders, if necessary	Review/Comment and or Approve
13. After photographs of all areas affected by Scope of Work	Review/Comment and or Approve
14. Project Summary Report	Review/Comment and or Approve



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 13, 2015
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: *Tara Marshall*
OF ATTACHMENTS:

SUBJECT: Update on URA, Seating the Urban Renewal Authority

PRESENTER: Tara Marshall, City Management Intern

RECOMMENDED CITY COUNCIL ACTION: Recruitment of URA Commissioners

SUMMARY STATEMENT: Re-Activation of the Trinidad Urban Renewal Authority

- !! Step 1: Decide to re-activate URA that was established in 1964 (2013)
- !! Step 2: Hire a consultant to complete Conditions Survey, URA Plan and Impact Reports
- !! Step 3: Set survey boundary for Conditions Survey and begin survey
- !! Step 4: Send public notices of Conditions Survey and hold Public Meetings
- Step 5: Seat the Urban Renewal Authority

Methodology & timeline for creating the initial appointments to URA:

1. URA Commissioner positions are currently being advertised through public notice. The City Clerk's office will accept letters of interest through mid-day Friday, January 23rd.
2. All interested parties that have submitted a letter of interest will be invited to visit with City Council at the Work Session on January 27th.
3. City Council Work Session, January 27th, items for discussion.
 - a. Meet the candidates
And make the following decisions....
 - b. Decision #1: How many URA Commissioners does you want to seat. Legally, must be an odd number between 5-11. Current resolution will need to be amended to increase to more than five (5).
 - c. Decision #2: City Council can appoint one (1) City Council member to sit on the URA. This is not mandatory, but this should be determined at this point prior to considering other interested parties.
 - d. Decision #3: City Council must determine how terms will be staggered based on the total number of Commissions seated using this language from state statute:
 - i. (b) The commissioners who are first appointed shall be designated by the mayor to serve for staggered terms so that the term of at least one commissioner will expire each year. Thereafter, the term of office shall be five years.
 - ii. City Council has already made two (2) appointments that expire in 2018 and 2019.
 - e. Decision #4: When appointments are made the City Council will need to designate the Chairman of the Authority for the first year.

6

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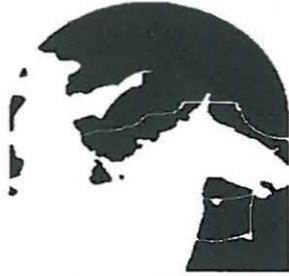
4. City Council will seat the authority on Tuesday, February 3rd, potentially choosing one Councilmember to sit on the Authority and appoint terms for each Commissioner and designate the Chairman for the first year.

POLICY ISSUE: Seating the initial URA

BACKGROUND:

Trinidad established an Urban Renewal Authority in 1964 by resolution. This URA remains today and can be used for redevelopment and revitalization of public and private property within the URA plan area(s) once that area has been defined and an Urban Renewal Plan has been adopted.

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CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: January 13, 2015
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: *Tara Marshall*
OF ATTACHMENTS: 1

SUBJECT: Consideration of an agreement between the City of Trinidad and McCool Development Solutions, LLC for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map

PRESENTER: Louis Fineberg, City Planner

RECOMMENDED CITY COUNCIL ACTION: Authorize the Mayor to sign an agreement between the City of Trinidad and McCool Development Solutions, LLC.

SUMMARY STATEMENT:

The City of Trinidad received a grant in 2014 from DOLA to update and revise its comprehensive plan as well as its land development codes and zoning map. The comprehensive plan was last updated in 2008. It is the primary policy document that guides land use as well as the physical and economic development of the City; the regular updating of the plan is essential to maintain the organized and controlled growth of the municipality. Similarly, the City's zoning map and land development codes have not been updated since their adoption in 1976. Several proposals were received in response to the RFP and City staff interviewed two companies eventually selecting McCool Development Solutions, LLC. Carrie McCool and her staff comprise a team that has many decades of combined experience in planning and land development.

EXPENDITURE REQUIRED: The total project is \$200,000. The City's portion is \$25,000 in cash and \$25,000 in kind.

SOURCE OF FUNDS: 2015 budgeted expense in the Planning Department budget portion of the City's General Fund Budget for the \$25,000 in cash required as a match.

POLICY ISSUE: Update of the City of Trinidad Comprehensive Plan, Land Development Code and Zoning Map

BACKGROUND INFORMATION:

The City of Trinidad has not updated the Comprehensive Plan since 2008, has not updated the Land Development Code and Zoning Map since 1976. Typically these plans should be updated every five years. The economic situation in the City of Trinidad has changed since 2008 and updates are necessary to guide further development.

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**AGREEMENT FOR CONSULTANT SERVICES
CITY OF TRINIDAD COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE AND
ZONING MAP UPDATE**

1. **PARTIES.** The parties to this AGREEMENT are McCool Development Solutions, LLC (McCool Development Solutions), a limited liability company in good standing with the Colorado Secretary of State, whose address for purposes of this agreement is 4383 Tennyson Street, Unit D, Denver, CO 80212 and the City of Trinidad, a Colorado home rule municipal corporation, whose address for the purposes of this agreement is 135 North Animas Street, Trinidad, CO 81082 (Client).
2. **RECITALS AND PURPOSE.** Clients desire to retain the services of McCool Development Solutions. McCool Development Solutions agrees to provide and perform services as more fully described herein. The purpose of this AGREEMENT is to set forth the terms and conditions under which each party agrees to perform.
3. **DESCRIPTION AND SCOPE OF SERVICES TO BE PROVIDED BY MCCOOL DEVELOPMENT SOLUTIONS.**

Refer to Attached: Scope of Work, Exhibit A dated October 21, 2014.

4. **SERVICES TO BE PROVIDED BY CLIENT.**

No additional services are anticipated at this time.

5. **TERM.** This contract is valid and enforceable until the services outlined in Exhibit A, are completed, unless terminated earlier by either party as herein provided.
6. **TIME.** It is estimated that the services will be performed and job completed on or before May, 2017 based on a starting January 2, 2015. McCool Development Solutions will pull forth its best efforts to complete the services within the time frame set forth herein. However, McCool Development Solutions cannot guarantee compliance of the completion date due to unknown conditions or requirements that may exist. McCool Development Solutions' obligations under this agreement shall be suspended when such obligations are prevented or hindered by an Act of God, adverse field, weather, or other conditions or circumstances not wholly controlled by McCool Development Solutions, and McCool Development Solutions shall not be held liable in damaged for failure to comply with any obligations under this AGREEMENT if compliance therewith is prevented or hindered by or is in conflict with any of the foregoing eventualities.

7. **FEES.**

- 7.1 Client agrees to pay McCool Development Solutions an amount not to exceed \$199,945 for the entire scope of services set forth in the proposal.
- 7.2 Client agrees to the following method of payment: Monthly Partial payments commensurate with the proportionate Professional Services rendered. McCool Development Solutions shall submit invoices to the City describing the

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF TRINIDAD COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE AND
ZONING MAP UPDATE**

Professional Services rendered. A retainer in the amount of one-third of the total contract price in due upon notice to proceed. Initial payment shall be deducted from the retainer balance until such retainer is exhausted. All payments due shall be made within 30 days of receipt of invoice.

8. **TERMINATION.** Either party may terminate this contract without cause with thirty (30) days notice. Either party may terminate this contract immediately with cause.

8.1 The Client shall be in default of this AGREEMENT upon the occurrence of any of the following mentioned events:

- i. Failure to make any payment within 30 days from the date of the invoice. Should the Client, in good faith, dispute a portion of any invoice, it shall be required to make timely payment of the undisputed amount of the invoice, and give notification of the disputed portion of it. Failure to make payment on the undisputed portion shall constitute a default hereunder.
- ii. Insolvency or bankruptcy of owner, or the making of any assignment for the benefit of creditors or the filing of any petition for bankruptcy or reorganization by Client.
- iii. The breach of any provision of this AGREEMENT by Client, other than non-payment of monetary sums due hereunder, and the failure by Client to remedy the same within ten (10) days of the receipt of written notice thereof from McCool Development Solutions.
- iv. The breach of any other agreement between McCool Development Solutions and the Client.

8.2 McCool Development Solutions shall be in default of the AGREEMENT upon the occurrence of any of the following mentioned events:

- i. Failure to diligently and/or professionally provide the services as outlined in Exhibit A.
- ii. Insolvency or bankruptcy of McCool Development Solutions that would negatively impact its ability to timely and professionally complete the work for Client.
- iii. The breach of any provision of this AGREEMENT by McCool Development Solutions, and the subsequent failure of McCool Development Solutions to remedy the same within ten (10) days of receipt of written notice thereof from Client.

9. **RIGHT TO STOP WORK.** In lieu of terminating this AGREEMENT as provided in paragraph 8 above, upon the happening of event of default, McCool Development Solutions may stop the performance of its work, or the progress of the work, until such time as the default is remedied by payment, and this right to work shall be without prejudice to any other legal remedy or right McCool Development Solutions may possess. The election by McCool Development Solutions to stop work as herein provided shall not be deemed a waiver of McCool Development Solutions' right to

**AGREEMENT FOR CONSULTANT SERVICES
CITY OF TRINIDAD COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE AND
ZONING MAP UPDATE**

terminate this AGREEMENT. The stoppage of work by McCool Development Solutions under this paragraph shall not be deemed a default by McCool Development Solutions of its obligations under this AGREEMENT.

10. MISCELLANEOUS.

- 10.1 The AGREEMENT FOR CONSULTANT SERVICES represents the entire agreement between the parties and all prior negotiation and agreements whether written or oral are merged herein and are null and void.
- 10.2 For a period of one year from the date of performance, McCool Development Solutions shall correct any defects, errors, or omissions attributable to McCool Development Solutions in the performance of the AGREEMENT FOR CONSULTANT SERVICES, provided that McCool Development Solutions is provided written notice itemizing any defects, errors or omissions. Client hereby releases McCool Development Solutions from any and all claims, liabilities, causes of action and demands for consequential damages and agrees to limit actual damages or loss of any kind arising from the performance of the AGREEMENT FOR CONSULTANT SERVICES to the amount of the fees paid to McCool Development Solutions. McCool Development Solutions is not responsible for any delays or acts/omissions of any third parties.
- 10.3 If a Client is a partnership, corporation, or other legal entity, Client expressly warrants that the individual signing this AGREEMENT FOR CONSULTANT SERVICES is fully authorized to sign on behalf of the client.
- 10.4 McCool Development Solutions, LLC has professional liability insurance and agrees to keep it in full force and effective throughout the life of this contract. A copy of the certificate of liability insurance is attached.

DATED: _____

McCOOL DEVELOPMENT SOLUTIONS, LLC.

By _____
Carrie McCool, Owner/Principal

DATED: _____

CITY OF TRINIDAD

By _____
Mayor

EXHIBIT A
SCOPE OF WORK
October 21, 2014

Phase I: DATA GATHERING

Tasks: Community Assessment

1.1 Data Collection and Information Gathering. Collect and review data on existing conditions within the City and surrounding influence area; existing plans, maps, and documents housed within the City, County and adjacent jurisdictions/agencies; relevant reports (i.e., Downtown Colorado, Inc., Community Assessment Report and Action Matrix, Downtown Parking Study, Trail System Master Plan, Parks and Recreation Master Plan, Old Sopris Trail Plan, Stronger Economics Together Plan, Las Animas County Economic Development Survey, etc.), current planning and improvement projects, aerial photos, zoning, property ownership, demographic information, environmental resources and hazards, floodplains, and infrastructure inventory, etc.

1.2 Base Mapping. Prepare 24" x 36" base maps of the proposed study area for public workshops to support planning analysis and the resulting zoning map.

1.3 Project Website. The Planning Team will create and launch a Trinidad Comprehensive Plan project website, facebook page and twitter account to inform and educate the community about the project, to access relevant planning documents, and to post project updates, meeting dates, draft maps and goals, workshop results, etc.

1.4 Community Notice Campaign. The community notice campaign will bring awareness to the planning process and get citizens and residents in the surrounding area involved. Examples of tasks include:

- Post colorful flyers throughout the community (city hall, welcome center, library, community centers, schools, etc.);
- Disseminate handouts to inform businesses and residents through traditional methods such as newspaper and grocery bag inserts. Other creative methods to disseminate information could include downtown art wall, or cardboard Mayor;
- Publish articles, press releases, announcements and advertise in the local newspaper (daily and weekly editions) of circulation;
- Host radio clips on local radio programs or media outlets; and
- Host community information booth at an event like Bowling for Artocade in February, 2015.

Deliverables/Meetings:

- Base maps

- Project Website, facebook page and twitter accounts
- Community notice campaign

City Responsibilities: The Planning Team anticipates a high level of City Staff participation in this first phase of the project. We will request time with City Staff to provide all key land use planning and regulatory documents, and current project information, Main Street, and Creative District work programs, etc. City staff will also coordinate logistics of the Community Notice Campaign including assistance with recruiting local artists to create downtown wall art and cardboard Mayor as well as coordinating participation of all Planning Commissioners in the scavenger hunt or similar activity.

Phase II: COMMUNITY ENGAGEMENT

Tasks: Citizen Participation Plan

2.1 Stakeholder Interviews. The Planning Team will spend a day to hold any relevant stakeholder interviews to gauge their level of support of past and current planning efforts, opportunities and challenges they see in the community, what aspects of the community should remain, what should change, what should be a model for future development and what they want overall.

2.2 Workshop #1. This workshop will begin with an overview of the Plan's purpose and process. The purpose of this workshop will be to gauge community support for key elements of the existing vision/guiding documents and reports utilizing. Results from this workshop and previous planning efforts will lay the foundation for issues that will be addressed in the Comprehensive Plan. County Staff and officials will be invited to participate in the workshop.

2.3 Debrief with City Staff. Team conference call regarding outcome of workshop #1.

2.4 Draft Framework Plan. Incorporating all of the community input received to date, the Planning Team will formulate a Draft Framework Plan along with community goals and objectives for several elements of the 2016 Comprehensive Plan for review and refinement by the Planning Commission and City Staff.

2.5 Debrief with City Staff. Team conference call regarding the Draft Framework Plan, goals, and objectives.

2.6 Community Workshop #2. Host a final community workshop to bring back all of the participants to review and comment on how their input was translated into a final framework plan, goals, objectives and priorities. Additionally, the Planning Team will present several final images intended to represent the essence of the Plan, and engage the participants in a discussion about the consequences of specific actions or inactions stemming from certain land use choices.

2.7 Planning Commission Work Session—Vision Statement. The Planning Team will assist the Planning Commission with drafting of a vision statement.

2.8 Debrief with City Staff. Team conference call regarding outcome of Workshop #2 and Planning Commission visioning.

Deliverables/Meetings:

- Stakeholder Interviews
- Community Information Booth
- Two (2) Community Workshops
- Draft Framework Plan
- Draft Community Goals and Objectives
- Planning Commission Work Session
- Two (2) Debrief Meetings with Staff
- Project website updates

City Responsibilities: The Planning Team will take the lead role in all community workshops and meetings. We will request assistance with noticing and coordinating community workshops, informal work sessions as well as providing assistance with distributing materials to the citizenry, advisory committees, stakeholders, appointed and elected officials etc. pursuant to the Community Notice Campaign. Food and refreshments will also be provided by the City, featuring food from local restaurants. Finally, we will seek City assistance with recruiting baby-sitters so childcare can be provided for workshop participants. We will ensure that these accommodations are included in the public notice flyers and project website updates. City Staff will copy and distribute any documents needed for Planning Commission and City Council Packets.

Phase III: DRAFT COMPREHENSIVE PLAN

Tasks: Draft Trinidad Comprehensive Plan Update

3.1 Draft Plan Preparation. This task includes preparation of the Plan document text, associated mapping and graphics produced from the data gathering, and community engagement tasks outlined above. The initial draft plan will be prepared in a Microsoft Word document to allow for file exchange with City Staff and ease of editing/tracking changes.

Potential Plan Elements:

- Overall Community Vision
- Future Growth and Land Use
- Community Character
- Three Mile Plan
- Economic Development, Tourism and Downtown Revitalization
- Disaster Mitigation and Preparedness
- Image and Design
- Housing and Neighborhoods
- Historic Preservation, Arts and Culture

Infrastructure and Utilities
Public/Government Use Facilities
Community Involvement and Services
Transportation and Mobility
Resources and Environment
Implementation (including annexation policies and intergovernmental coordination)

3.2 Submit Draft to City Staff for review. Draft Plan and associated mapping will be provided to the City for review and revision purposes.

3.3 Red Flag Review. The task includes two conference calls with City Staff to obtain comments on Draft Plan documents, associated mapping and graphics. Our team will document the changes directly in the working Microsoft Word document.

3.4 Address Red Flag Review Comments. All redlines comments are addressed and incorporated into the draft available for public review.

3.5 Draft Plan Overview Joint Work Session. Facilitate a work session with the Planning Commission and City Council to discuss their impressions of the preliminary Plan and document any required changes. Based on input gained, we will make any final refinements prior to publicizing the Plan for community-wide review.

3.6 Debrief with City Staff. Team conference call regarding the Draft Framework Plan.

3.7 Draft Plan Authorization Submittal & Final Document Graphic Layout. The Planning Team will submit a final Microsoft Word document to City Staff for authorization to proceed with the preparation of the final document and graphic design/layout based on the content and order.

3.8 Issue Public Draft Comprehensive Plan. Send the Public Draft Comprehensive Plan on referral. Post flyers throughout the community, draft press releases and notices for the local media channels to announce the draft's availability for public comment. Provide copies of the Public Draft at City Hall, schools, library, welcome center, community centers, etc., and post it on the City's project website and social media outlets.

Deliverables/Meetings:

- Draft Comp Plan Text, Maps & Graphics
- Two Red Flag Review Meetings with Staff
- Joint Work Session
- Debrief Meeting with Staff
- Draft Plan Authorization Submittal
- Final 'Draft' Plan/Graphic Layout for Public Comment

City Staff Participation/City Provided Materials: High level of City Staff participation in providing Red Flag Review comments and attending scheduled conference calls accordingly. The Planning Team will request that City Staff sign off on the document text and organization prior to preparing the final document graphic layout. The City will also be responsible for distributing electronic or printed documents to the Planning Commission and City Council as needed for work sessions.

Phase IV: ADOPTION & IMPLEMENTATION

Task: Adoption

4.1 Assemble and Finalize Deliverables. The team will provide an electronic (PDF) of the final version of the Comprehensive Plan to City Staff and Adoption Resolution to City Staff to include in the Public Hearing packets.

4.2 Adoption public hearings. Attend adoption hearing (up to 2 hearings).

Deliverables/Meetings:

- Adoption Hearings (up to two meetings)
- One meeting with Staff
- Final Comprehensive Plan. All documents, including maps, figures, and tables, furnished on CD in Adobe Illustrator format as well as PDF

City Staff Participation/City Provided Materials: The Planning Team will rely on the City to issue all public notices associated with workshops and public hearings. Following the Plan adoption, MDS will provide the City with all documents, maps and files in an electronic/digital format. Electronic documents will be provided in a high resolution format suitable for printing and reproduction of the file document and distribution to City Staff and all elected and appointed officials.

Phase V: LAND DEVELOPMENT CODE AND ZONING MAP UPDATE

Task: Code Diagnosis

5.1 Meeting with Stakeholders. Building off of the information and community input from the Comprehensive Plan Update, the Planning Team will kick off the Land Development Code and Zoning Map Update with a series of round table discussions with various stakeholder groups including, but not limited to, service providers, business owners, historic preservation organizations, and artist/creative groups, etc. These discussions will largely serve to identify what may be working within the current regulatory framework and any specific regulations that are problematic for growth/development/redevelopment in that area.

5.2 Land Use Regulations Diagnosis. This task includes review of the existing land use regulations as they relate to the updated comprehensive plan and will include an analysis/evaluation for the potential of moving towards a form-base code.

5.3 Refine Scope of Work. Upon completion of the Code Diagnosis Report, the Planning Team will meet with City Staff to refine the following scope of work and process for the Land Development Code and Zoning Map Update. The format of the updated code will specifically reflect the input received from the community during the Comprehensive Plan Update process and the best approach to implementing the community vision.

Task: Public Outreach & Participation

5.4 Community Workshop #1. The Planning Team will kick off the workshop with an overview of the findings from the Code Diagnosis Report. Workshop participants will participate in a planning activity wherein we will utilize the Community Character Plan to determine what community elements and areas they would like to preserve, preserve and enhance, evolve or transform.

5.5 Meeting with City Staff. Team conference call regarding outcome of Community Workshop #1.

5.6 Website Updates. We will continue to utilize the project website, facebook and twitter to provide the community with progress updates, key dates and working documents.

Task: Land Development Code/Zone Map Update

5.7 Draft Code Updates and Zoning Map/Regulation Plan. The Planning Team will work to prepare draft regulations, graphics, maps, charts and any other necessary information with a goal of creating a well organized and user-friendly land development regulations and zoning map or regulation plan.

5.8 City Staff Red Flag Review. This task includes up to three conference calls with City Staff to obtain comments on the draft documents, associated mapping and graphics.

5.9 Community Workshop #2. At this open house style workshop the Planning Team will present the components/concepts of the code revisions and the draft Zoning Map/Regulation Plan.

5.10 Joint Planning Commission/City Council Work Session. Facilitate a work session with the Planning Commission and City Council to discuss their impressions of the draft code regulations and zoning map/Regulation Plan.

5.11 Public Comment Campaign. Draft documents will be uploaded on the project website for public review. The Planning Team will prepare email blasts, media releases and colorful

flyers to post throughout the community in a strong effort to notify the community of the public comment period.

5.12 Meeting with City Staff. Discuss recommendations and incorporate any comments.

5.13 Website Updates/Press Release. The Planning Team will continue to update the project website and social media outlets to provide the community with relevant information on the update process and progress made as we draft the land use regulations and move toward adoption hearings.

Task: Adoption

5.14 Assemble Final Materials. The team will provide an electronic (PDF) of the final version of the Land Development Code, Zoning Map/Regulation Plan and applicable ordinances to City Staff for the public hearing.

5.15 Adoption Public Hearing. Attend adoption hearing (up to 2 hearings).

Deliverables/Meetings:

- Stakeholder Interviews
- Land Use Regulations Diagnosis
- Phase V Scope Revisions
- Two Community Workshops
- Five meetings with Staff
- Joint Work Session
- Draft Code/Zone Map for Staff Red Flag Review
- Draft Code/Zone Map for Public Input
- Final Code/Zone Map for Adoption
- Website Updates

City Staff Participation/City Provided Materials: City Staff will be responsible for providing the Planning Team with the current Land Development Code Regulations in a Microsoft Word format. We also envision that City Staff will be very involved in reviewing and commenting on the format of the updated Code and Zoning Map/Regulation Plan as well as the organization and content. The City will be responsible for providing elected and appointed officials with electronic and/or paper copies of the working documents for work session and hearing packets.