

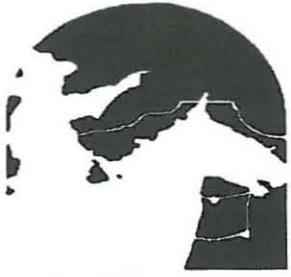


CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, April 14, 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. Consideration of Proclamation request for National Service Recognition Day
3. Consideration of Proclamation request for National Arbor Day
4. Consideration of Proclamation request for Trinidad State Junior College Day
5. Consideration of Financial Policy
6. Consideration of adoption of CIP Policy
7. Discussion regarding the sign code and marijuana sign code
8. Urban Renewal Authority Land Update
9. Consideration of the Request for Proposal response received from Short Elliott Henderickson, Inc. (SEH, Inc.) for the design work at the Five Points Roundabout
10. Consideration of the Request for Proposal response received from SGM for the design work for the Cedar Street Extension from Commercial Street to Chestnut Street
11. Discussion of priorities identified from the Building Department Evaluation completed by Colorado Code Consulting, LLC
12. Discussion of other agenda items



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: April 14, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Karen Wolf
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Request for City Proclamation for National Service Recognition Day

RECOMMENDED CITY COUNCIL ACTION: Consider forwarding to Regular Meeting of April 21, 2015 for reading, approval and presentation of the proclamation

SUMMARY STATEMENT: Public recognition of groups/people

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Recognition of exceptional events, groups or people; recognition and celebration of extraordinary achievements of City residents and non-profits organizations, to honor occasions or importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

ALTERNATIVE:
1) Do not forward for issuance
2) Recommend alternative language

BACKGROUND INFORMATION:

Karen Wolf has requested a Proclamation for National Service Recognition Day to be recognized on April 21st in Trinidad

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager
(719) 846-9843, ext. 135

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CITY OF TRINIDAD REQUEST FOR CITY PROCLAMATION

What is a proclamation?

Proclamations are issued by the Office of the Mayor to provide an opportunity for the Mayor and City Council to recognize exceptional events, groups or people. The goal of a proclamation is to recognize and celebrate the extraordinary achievements of City residents and non-profit organizations, to honor occasions of importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

Proclamation Guidelines:

Proclamations recognize a day or week and in some cases the month can be recognized.

We ask that requests be submitted three weeks prior to the due date.

Any draft language submitted may be edited or revised without notice at the discretion of the Mayor's Office.

As proclamations are within the discretion of the Mayor, some requests may not be granted.

Proclamation Information:

Please mail the information to Audra Garrett, City Clerk, City of Trinidad, 135 N. Animas Street, Trinidad, CO 81082, or e-mail her at audra.garrett@trinidad.co.gov or call her at 719-846-9843, ext. 135 about your request.

Required fields are marked by an asterisk (*).

*Name Karen Wolf / Elisa Dawson

*Phone (day) 303-543-8688

Phone (evening/cell) _____

Address _____

Email Address _____

Unless advised otherwise, all contact regarding this request will be to the above listed person.

*Title of Proclamation National Service Recognition Day

*Date(s) of Proclamation April 7, 2015

*Purpose of Proclamation (draft language and/or background of person, event, or organization being proclaimed). You may attach additional information. Please provide as much detailed information as possible as we want the proclamation to capture your request.

See attached.

Please select a preferred option for receiving:

- Presentation at City Council Meeting – Please provide date April 7, 2015
Alternate date April 29 (Council meetings are the 1st and 3rd Tuesdays of each month at 7:00 p.m.) & change date on proc. form attached
- Presentation in person by the Mayor or member of City Council. Please provide date, time & location of presentation.

Mail – Please provide address _____

Pickup

We will try to honor your request for presentation at a City Council meeting or in person, but certain dates may not be available.



SAMPLE PROCLAMATION

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, AmeriCorps and Senior Corps participants address the most pressing challenges facing our cities and counties, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, AmeriCorps and Senior Corps participants serve in more than 60,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

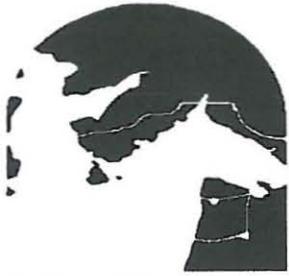
WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with the National League of Cities, City of Service, and mayors across the country to recognize the impact of service on the Mayors Day of Recognition for National Service on April 7, 2015.

THEREFORE, BE IT RESOLVED that I, *Joseph A. Reorda*, Mayor of *Trinidad*, do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city; to thank those who serve; and to find ways to give back to their communities.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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CITY COUNCIL MEETING: April 14, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Karen Wolf
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Request for City Proclamation recognizing Arbor Day

RECOMMENDED CITY COUNCIL ACTION: Consider forwarding to Regular Meeting of April 21, 2015 for reading, approval and presentation of the proclamation

SUMMARY STATEMENT: Public recognition of national holiday

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Recognition of exceptional events, groups or people; recognition and celebration of extraordinary achievements of City residents and non-profits organizations, to honor occasions or importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

ALTERNATIVE:

- 1) Do not forward for issuance
- 2) Recommend alternative language

BACKGROUND INFORMATION:

Karen Wolf has requested a Proclamation recognizing Arbor Day in the City of Trinidad.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager
(719) 846-9843, ext. 135

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CITY OF TRINIDAD REQUEST FOR CITY PROCLAMATION

What is a proclamation?

Proclamations are issued by the Office of the Mayor to provide an opportunity for the Mayor and City Council to recognize exceptional events, groups or people. The goal of a proclamation is to recognize and celebrate the extraordinary achievements of City residents and non-profit organizations, to honor occasions of importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

Proclamation Guidelines:

Proclamations recognize a day or week and in some cases the month can be recognized.

We ask that requests be submitted three weeks prior to the due date.

Any draft language submitted may be edited or revised without notice at the discretion of the Mayor's Office.

As proclamations are within the discretion of the Mayor, some requests may not be granted.

Proclamation Information:

Please mail the information to Audra Garrett, City Clerk, City of Trinidad, 135 N. Animas Street, Trinidad, CO 81082, or e-mail her at audra.garrett@trinidad.co.gov or call her at 719-846-9843, ext. 135 about your request.

Required fields are marked by an asterisk (*).

*Name Karen L Wolf

*Phone (day) 303-543-8688

Phone (evening/cell) "

Address klwolf@alumni.stanford.edu

Email Address _____

Unless advised otherwise, all contact regarding this request will be to the above listed person.

*Title of Proclamation Arbor Day

*Date(s) of Proclamation April 24, 2015

"ARBOR DAY"
April 24, 2015

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, beautify our community, and wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Joseph A. Reorda, Mayor of the City of Trinidad, Colorado, on behalf of the entire Trinidad City Council, do hereby proclaim April 24, 2015, as:

"ARBOR DAY"

in the City of Trinidad, and urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations, and further urge citizens to participate in local Arbor Day activities.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

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CITY COUNCIL MEETING: April 14, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Councilmember Anthony Mattie
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Request for City Proclamation celebrating Trinidad State Junior College

RECOMMENDED CITY COUNCIL ACTION: Consider forwarding to Regular Meeting of April 21, 2015 OR to Work Session on April 14, 2015 (since their anniversary is on April 20th) for reading, approval and presentation of the proclamation

SUMMARY STATEMENT: Public celebration of extraordinary achievement/event

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Recognition of exceptional events, groups or people; recognition and celebration of extraordinary achievements of City residents and non-profits organizations, to honor occasions or importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

ALTERNATIVE:
1) Do not forward for issuance
2) Recommend alternative language

BACKGROUND INFORMATION:

Councilmember Anthony Mattie has requested a Proclamation celebrating Trinidad State Junior College

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager
(719) 846-9843, ext. 135

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CITY OF TRINIDAD REQUEST FOR CITY PROCLAMATION

What is a proclamation?

Proclamations are issued by the Office of the Mayor to provide an opportunity for the Mayor and City Council to recognize exceptional events, groups or people. The goal of a proclamation is to recognize and celebrate the extraordinary achievements of City residents and non-profit organizations, to honor occasions of importance and significance to the residents of Trinidad, and to increase public awareness of issues with the hope of improving the well-being of the citizens of Trinidad.

Proclamation Guidelines:

Proclamations recognize a day or week and in some cases the month can be recognized.

We ask that requests be submitted three weeks prior to the due date.

Any draft language submitted may be edited or revised without notice at the discretion of the Mayor's Office.

As proclamations are within the discretion of the Mayor, some requests may not be granted.

Proclamation Information:

Please mail the information to Audra Garrett, City Clerk, City of Trinidad, 135 N. Animas Street, Trinidad, CO 81082, or e-mail her at audra.garrett@trinidad.co.gov or call her at 719-846-9843, ext. 135 about your request.

Required fields are marked by an asterisk (*).

*Name Anthony Mattie

*Phone (day) _____

Phone (evening/cell) _____

Address 135 N. Animas Street, Trinidad, CO 81082

Email Address anthony.mattie@trinidad.co.gov

Unless advised otherwise, all contact regarding this request will be to the above listed person.

*Title of Proclamation Trinidad State Junior College 90th Anniversary Celebration

*Date(s) of Proclamation April 20, 2015

*Purpose of Proclamation (draft language and/or background of person, event, or organization being proclaimed). You may attach additional information. Please provide as much detailed information as possible as we want the proclamation to capture your request.

Recognition of 90th anniversary milestone on April 20, 2015, and the many

contributions they have made to our community throughout those years.

Multiple horizontal lines for writing the purpose of the proclamation.

Please select a preferred option for receiving:

Presentation at City Council Meeting – Please provide date _____

Alternate date _____ (Council meetings are the 1st and 3rd Tuesdays of each month at 7:00 p.m.)

Presentation in person by the Mayor or member of City Council. Please provide date, time & location of presentation.

Mail – Please provide address _____

Pickup

We will try to honor your request for presentation at a City Council meeting or in person, but certain dates may not be available.

WHEREAS; It can be demonstrated that since the beginning of time that knowledge, learning and education is undeniably the foundation of all things, and

WHEREAS; Trinidad State Junior College is highly valued as the oldest two year college in Colorado providing such knowledge, learning and education, and

WHEREAS; April 20th will mark the 90th anniversary of Trinidad State Junior College as an institution of higher education having been born of Senate Bill 403 on April 20, 1925, and

WHEREAS; Trinidad State Junior College has consistently risen to the challenge of providing all of its students the benefit of an eclectic approach to resolve their educational needs and achieve their maximum learning and earning potential, and

WHEREAS; Trinidad State Junior College has, through the years, been responsive in adapting and reinventing itself to meet the ever changing educational needs of its students and our community, and

WHEREAS; Trinidad State Junior College continually proves itself to be a valuable, if not essential, component to our community

NOW, THEREFORE, I, JOSEPH REORDA, MAYOR OF THE CITY OF TRINIDAD, COLORADO does hereby proclaim April 20th, 2015 as:

"TRINIDAD STATE JUNIOR COLLEGE DAY"

In the City of Trinidad, and urges all citizens to join the City of Trinidad in celebrating Trinidad State Junior College.



COUNCIL COMMUNICATION

5

CITY COUNCIL MEETING: April 21, 2015
PREPARED BY: Gabriel Engeland, City Manager
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Policy of Responsible Financial Management

PRESENTER: Gabriel Engeland, City Manager 

RECOMMENDED CITY COUNCIL ACTION: Approve Policy of Responsible Financial Management

SUMMARY STATEMENT: If adopted, the Policy of Responsible Financial Management will establish policy statements/goals on Budget Administration, Unrestricted Fund Balance in the General Fund, Long-Range Planning, Use of Revenue, and Fees and Charges. This policy will also establish the following funds: Contingency, Economic Development Reserve, Repair and Replacement, Information Technology

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Adoption of a formal financial management policy

ALTERNATIVE:

- Continue operations without a formal, written financial policy statement from Council.
- Adjust minimum Fund requirements with regards to respective funding recommendations.
- Determine if the establishment of the recommended Funds is necessary, and add or remove Funds recommended for creation.

BACKGROUND INFORMATION:

A formal financial management policy will establish a framework for overall fiscal planning and management. This policy was created using recommendations from the Governmental Accounting Standards Board (GASB), the Government Finance Officers Association (GFOA), and the National Advisory Council on State and Local Budgeting (NACSLB).

If adopted, this policy will instruct staff on how to prepare and administer fiscal year budgets with an understanding of the policy goals of Council. Trinidad currently does not have the funds

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necessary to complete the majority of these policy statements, but through prudent fiscal planning would begin to set aside funds for the proposed recommended uses. This document, until each Fund is established and fully funded, will provide direction as to how best use the resources and revenues available to the City.

- Adopting this financial policy will:
 - Establish policy statements and goals on the adoption of a Fiscal Year budget, including use of reserves and one-time funds;
 - Set a minimum reserve in the GF of 25% of the annual operating budget;
 - Set a minimum reserve in each utility fund of 16.7% of the annual operating budget;
 - Instruct Staff on how to account and plan for asset and fleet replacement;
 - Set budget controls on same fund transfers and interfund transfers for the City Manager;
 - Instruct staff on long-range budget and asset planning;
 - Instruct the City Manager to study, create, and implement user fees and charges for services provided by Trinidad staff;
 - Establish funds for Contingency, Economic Development, Repair and Replacement, and IT.



CITY OF TRINIDAD, COLORADO

POLICY OF RESPONSIBLE FINANCIAL MANAGEMENT

PURPOSE

The City's financial policies establish the framework for overall fiscal planning and management. The policies set forth guidelines for both current activities and long range planning. Trinidad will adhere to the highest accounting and management practices as set by the Governmental Accounting Standards Board (GASB) and the Government Finance Officers Association (GFOA) standards for financial reporting and budgeting and as developed by the National Advisory Council on State and Local Budgeting (NACSLB).

The purposes of the financial policies are:

- 1) **Balanced Budget**—the City is required, by Colorado Statute, to adopt a balanced budget each fiscal year. A balanced budget is one in which the sum of estimated revenues and appropriated fund balances is equal to appropriations. Trinidad will work to ensure the budget is not balanced through the use of one-time funds or reserve funds at all times. The City will also provide a disclosure when a deviation from a balanced operating budget is planned or when it occurs (NACSLB Practice 4.5).
- 2) **Long-Range Planning**—The City will assess the long-term financial implications of current and proposed operating and capital budgets, as well as make available and transparent, assumptions and decisions which led to these conclusions. This will be done within each budget recommended to Council for approval (NACSLB Element 9, GFOA Recommended Practice).
- 3) **Asset Inventory**—Trinidad will adopt procedures to inventory and assess the condition of all major capital assets, infrastructure, fleet vehicles and equipment. This information will be used to plan for the ongoing financial commitments required to maximize the public's benefit (NACSLB Practice 2.2).
- 4) **Fiscal Conservatism**—A practice the City will adhere to in order to ensure that the City is at all times in solid financial condition, defined as:
 - **Maximized Efficiency**—best possible service at the lowest possible cost
 - **Cash Solvency**—the ability to pay bills
 - **Budgetary Solvency**—the ability to balance the budget without the use of one-time funds or reserve funds
 - **Long-Term Solvency**—the ability to plan for and pay future costs, including the cost of infrastructure projects in Public Works and Utilities
 - **Service Level Solvency**—the ability to provide needed and desired services currently and in the future
- 5) **Flexibility**—The City must ensure it is in a position to respond to changes in the economy or new service challenges without an unnecessary amount of financial stress. Flexibility includes the strategic planning and use of reserve funds to respond to one time occurrences and unforeseen changes to the local and national economy or workforce (not to balance any operating budget).
- 6) **Transparency and Communication**—The City commits to utilize best practices in communicating financial information to facilitate sound decision-making, to promote openness and transparency, and to inspire public confidence and trust.

SCOPE

Trinidad has an important responsibility to its citizens to carefully account for public funds, to manage its finances wisely, and to plan for the adequate funding of services desired by the public, including the provision and maintenance of public facilities and infrastructure.

POLICY STATEMENTS

1) Budget Administration

The City Council sets policy and adopts the annual budget at the fund level as a total amount of expenditures. Financial control is set by Council at the fund level, with budgetary control for operating performance administered at the Department level by the City Manager. Budget adjustments in any fund will be administered by the City Manager and will not exceed the available revenues.

The City Manager or his/her designee is authorized to administer a budget adjustment process *within* funds without limit as long as adjustments do not exceed the available budget as established by Council. Council action is required to approve adjustments between funds regardless of amount.

2) Minimum Unrestricted Fund Balance for the General Fund

Government Accounting Standards Board Statement No. 54 requires entities to create a formal policy that establishes a minimum level at which unrestricted general fund balance is to be maintained.

Fund balance is an important indicator of Trinidad's financial position. Maintaining reserves is considered a prudent management practice. Adequate fund balances are maintained to allow Trinidad to continue providing services to the community in case of unexpected emergencies or requirements and/or economic downturns.

A minimum unrestricted fund balance policy ensures the continuance of sound financial management of public resources when faced with unanticipated events that could adversely affect the financial condition of Trinidad and jeopardize the continuation of public services. This policy will ensure Trinidad maintains adequate unrestricted fund balance in the general fund to provide capacity to:

- Provide funds for unforeseen expenditures related to emergencies
- Mitigate significant economic downturns or revenue shortfalls
- Stabilize the volatility of primary revenue streams
- Allow for responsiveness to legislative changes
- Secure and maintain investment grade bond ratings
- Provide for long-term stability of the City's financial status

The unrestricted fund balance for the General Fund should not be used for on-going or current year operations or to fund on-going or permanent costs without an established, sustainable source of funds identified for future year operations.

Trinidad shall establish and maintain a minimum unrestricted fund balance for the General Fund of no less than 90 days working capital of the current fiscal year, which is equal to 25% of General Fund budgeted expenditures, plus one year's worth of debt service payments. When practical, Trinidad will maintain no less than 120 days working capital, which is equal to 33% of General Fund budgeted expenditures, plus one year's worth of debt service.

Trinidad shall establish and maintain a minimum unrestricted fund balance for each Utility Fund of no less than 60 days of working capital of the current fiscal year, which is equal to 16.7% of the Utility Fund budgeted

expenditures. When practical, Trinidad will maintain no less than 90 days of working capital, which is equal to 25% of the Utility Fund budgeted expenditures.

3) Long-Range Planning

The City needs to have the ability to anticipate future challenges in revenue and expense imbalances so that corrective action can be taken before a crisis develops. In order to provide City Council with pertinent data to make decisions for multi-year policy direction, the Finance Director shall annually develop, with the assistance of City Departments, five-year revenue and expenditures forecasts for the General Fund, Utility Funds, and the CIP.

Departments are required to assess and report annually on needed capital improvement projects for the subsequent five years. Projects will only be included in the CIP five-year plan if a legitimate source of funding is identified to fund the project and capacity exists within the City to complete the program during the planned year, as well as the ability or capacity to maintain the project after completion.

During the budgeting process all budget requests in all funds and all capital requests in the CIP will be analyzed to determine if they reduce, maintain, or increase operating and maintenance costs.

4) Use of Revenue

Trinidad will avoid dependence on temporary revenue sources to fund recurring government services. One-time revenues will be used only for one-time expenditures and not for any on-going operations.

In addition to one-time revenue, Trinidad recognizes that sales tax is a volatile source of revenue since it is a direct function/result of economic cycles. Sales tax revenues that exceed the normal growth rate shall be used for one-time expenditures, to increase reserves for the inevitable economic downturn, or for the pay down, refinancing, or defeasance or debt.

5) Fees and Charges

User fees and charges are payments for purchased, publicly provided services that benefit specific individuals. The general policy of Trinidad regarding fees and charges is that tax dollars should support essential community and City services that benefit all and are available to everyone equally. For most services that largely or solely benefit individuals, Trinidad should recover full or partial costs of service delivery through user fees.

The City relies on user fees and charges to supplement other revenue sources in order to provide public services.

- The City may establish user fees and charges for certain services provided to users receiving a specific benefit.
- On a regular basis the City will conduct a cost of service study to identify the full cost of providing a service for which fees are charged. The calculation of full cost will include all reasonable and justifiable direct and indirect cost components.

FUNDS

1) Contingency Fund

Trinidad appropriates dollars in the major operating funds—General, Water, Sewer, Gas, and Power and Light. A contingency fund shall be created for emergencies, unforeseen events, opportunities, and other occurrences outside of the planned fiscal year operating budget. The Contingency Fund shall be calculated excluding non-operating items such as capital project transfers and debt service payments and will consist of 5% of the remaining budget.

Contingency funds shall be used to provide for needs that arise during the current fiscal year.

2) Economic Development Reserve Fund

Recognizing the importance of investment in local economic development activities, the City shall annually budget an Economic Development Reserve Fund of \$250,000 in the General Fund for the purpose of supporting economic development activities in Trinidad. Utilization of this funding shall conform to existing City policies governing expenditures.

3) Repair and Replacement Fund

The City shall budget annually for the repair and replacement of fleet and capital infrastructure items. Appropriate funding level for repair and replacement shall be established through the Capital Improvement Plan and annual operating budget process. Funding will be prioritized each year to reflect the needs of the City in accordance with plans established to manage the repair and replacement cycles of fleet and infrastructure. The City shall establish two replacements funds, Infrastructure and Fleet and Rolling Stock.

A) Infrastructure and Buildings

The Infrastructure Replacement Fund is funded through an infrastructure and building replacement fund cost allocation with is determined using a five year plan generated jointly by Public Works and Finance. This allocation will ensure sufficient fund balance to fund the repair and replacement of City infrastructure and assets, including City owned property and buildings.

B) Fleet and Rolling Stock

Vehicles and equipment will be kept in service as long as economically feasible and are retired at the optimum point in their useful life. This policy is applicable to all departments, regardless of funding source. Vehicles that are replaced will be declared as surplus and sold at auction. Replacement vehicles will be "like for like" unless a business need is demonstrated and approved. Department Directors will evaluate Fleet annually, and in conjunction with Public Works, a determination will be made through maintenance records review and physical evaluation if a vehicle should be recommended for surplus.

4) Information Technology (IT) Equipment

IT equipment will be repaired or replaced in accordance with appropriate replacement cycles to ensure Trinidad's investment in information technology is not marginalized. The IT Director will annually provide a five-year plan for IT needs, including replacement and repair, and the identified needs will be balanced within the normal budgetary process.

The first source of IT funding will be through the IT Replacement Fund which will include all IT equipment sold at auction after surplus and the "small equipment" line item found in each department's operating budget.



COUNCIL COMMUNICATION

6

CITY COUNCIL MEETING: April 21, 2015
PREPARED BY: Gabriel Engeland, City Manager
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Capital Improvement Plan Policy

PRESENTER: Gabriel Engeland, City Manager 

RECOMMENDED CITY COUNCIL ACTION: Approve Capital Improvement Plan Policy

SUMMARY STATEMENT: If adopted, the Capital Improvement Plan Policy will both define and set monetary limits for the use of CIP Funds with regards to Capital Projects; Capital Improvements; Capital Outlays; and Fixed Assets. The definitions, values and years were incorporated from Colorado Department of Local Affairs (DOLA) County and Municipal Financial Compendium.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Adoption of a formal Capital Improvement Plan (CIP) Policy

ALTERNATIVE:

- Continue operations without a formal, written CIP policy statement from Council.
- Adjust or change proposed definitions for Capital Projects, Capital Improvements, Capital Outlays, or Fixed Assets.
- Adjust or change year and minimum dollar amounts for Capital Projects, Capital Improvements, Capital Outlays, or Fixed Assets.

BACKGROUND INFORMATION:

If adopted, the formal Capital Improvement Plan (CIP) Policy will establish definitions for, and set parameters around, Capital Projects, Capital Improvements, Capital Outlays, and Fixed Assets. The policy will also formalize the process in which staff recommends CIP projects to the community and the Council.

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CITY OF TRINIDAD, COLORADO
CAPITAL IMPROVEMENT PLAN (CIP) POLICY

Purpose

One of the primary responsibilities of local governments is the creation and preservation of a community's physical infrastructure including; streets and bridges; water, sewer, gas and power systems; public buildings; parks and open spaces; and, communication and information technology management systems. Because these require a significant commitment of public resources, planning for capital improvements is a matter of prudent financial management. This Capital Improvement Plan (CIP) Policy provides the general principles under which the City's CIP is developed and implemented.

The CIP represents a multiyear forecast detailing Trinidad's capital needs, such as: the timing and costs associated with all capital improvements to roads, land or buildings; and the purchase of major machinery and equipment over the next five years. Trinidad's CIP will identify capital projects as well as any public financing or grants required and detail the impact on current and future operating budgets. The CIP will involve dollar amounts that are not accounted for in operating funds and often require special financing or grants, occur at irregular intervals, and involve development of assets and infrastructure expected to have a lifespan of multiple years or decades.

Definitions

The CIP is a five-year plan that identifies the City's prioritized investments in capital assets and corresponding financial plans. Trinidad's CIP will be made up of three types of expenditures (Capital Projects and Improvements, Fixed Assets, Capital Outlay), defined as follows:

1. Capital Projects and Improvements. A major capital expenditure exceeding \$1,000 in value, with a fixed life of one year or more; a separate, discrete new construction or improvement that has a specific purpose in building, establishing, developing, upgrading, replacing, maintaining, or acquiring either new or existing infrastructure or planned/future infrastructure. This can include any acquisition or lease of land; any acquisition or improvement of fixed assets; any equipment, building or facilities; studies whose cost exceeds \$1,000; and projects may include the cost of borrowing, bonding or otherwise financing improvements or acquisitions as necessary. Examples: upgrades, improvements, demolition, or new construction or acquisition to facilities, roads, sewers, water, gas, power and other operations of Public Works.
2. Fixed assets. Fixed assets will mean land, buildings and equipment, including costs of construction, renovation, demolition, rehabilitation, deferred maintenance, improvements,

equipment and furnishings. Fixed assets are determined to have an original cost of \$500 or more, or with a useful life of one year or more.

3. Capital Outlay. Any non-major capital expenditure having a service life of one year or more and a value of \$500 or more that is not physically dependent on or affixed to a particular stationary fixed asset. Examples: office equipment, vehicles, and information technology items such as computers, servers, and internet infrastructure.

Capital Projects and Improvements will be a planned activity that: creates, improves, maintains, repairs, acquires or replaces a fixed asset; results in a permanent addition to the City's asset inventory; and, has a useful life of one year or more.

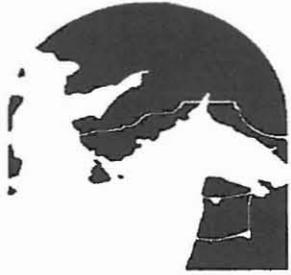
The City of Trinidad, for its Capital Improvement Plan Policy, will:

- Make all capital improvements in accordance with an adopted, five year capital improvement program.
- Develop a multi-year plan for capital improvements and update it annually.
- Enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
- Coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
- Maintain all its assets at a level adequate to protect the city's capital investment and to minimize future maintenance and replacement costs.
- Project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection a maintenance and replacement schedule will be developed and followed.
- Identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to council for approval.
- Determine the least costly financing method for all new projects when financing is necessary.

Process:

The major phases in developing a capital facilities program are outlined below.

1. Identifying the needs for facilities, the timing, costs and means of financing for each project;
2. Preparing a financial analysis of the jurisdiction's capacity to pay items in the CIP;
3. Setting priorities among the proposals;
4. Seeking review and comment by the public on the recommended projects and priorities;
5. Preparing a final capital improvement plan showing projects, priorities, schedule of completion and methods of funding each project;
6. Adopting the capital improvement plan by City Council and adopting first year's projects as a capital budget as part annual budget; and
7. Reviewing the capital facilities program at least annually in a public meeting.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 14, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Manager
PRESENTER: Chris Kelley, CBO
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

7

SUBJECT: Discussion regarding the sign code and marijuana sign code

RECOMMENDED CITY COUNCIL ACTION: This is a discuss item.

SUMMARY STATEMENT: The sign code is a code that is intended to promote the community's image. The enforcement of the code is not intended to harm business.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: No

ALTERNATIVE: N/A

BACKGROUND INFORMATION:
The City Building Official has drafted a letter to send ONLY to businesses who have temporary primary signs, or abandoned or dangerous signage.

A copy of the sign code is attached as well as the marijuana sign codes. The italicized text in the medical marijuana code is the language that deviates from the retail marijuana code.

CONTACT FOR INFORMATION:
Chris Kelley, CBO
(719) 846-9843, ext. 128
Or
Audra Garrett, Asst. City Manager
(719) 846-9843, ext. 135

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CITY OF TRINIDAD
BUILDING INSPECTION DEPARTMENT
125 N. ANIMAS STREET, P.O. BOX 880
TRINIDAD, CO 81082

Drafted 3/27/2015 BF

TELEPHONE: (719) 846-9843 ext. 128
FAX No. (719) 846-0952
Chris.Kelley@Trinidad.CO.gov

MUNICIPAL CODE
CHAPTER 14, ARTICLE 4, DIVISION 13, SECTIONS 14-89 THROUGH -99
SIGNS

It has come to my attention that you have a sign posted on your property which this office has no record of permitting, has come into disrepair or is considered abandoned. The permit application, which is required and enclosed, must be accompanied by detailed drawings indicating the dimensions, location and engineering of the particular sign and plot plan when applicable.

Municipal Code, Chapter 14 does not allow for temporary signage so all signs must be held in accordance with the definition of a permanent, exterior sign.

A permanent sign shall mean a sign which is permanently affixed or attached to the ground or to any structure.

All exterior signs shall be permanent in nature, except "for sale" and "for rent" signs which shall not exceed six (6) square feet per face, shall be limited to one (1) sign per lot, and political signs.

The maximum area permitted for a sign shall be equal to two (2) square feet of sign area for every lineal foot of building fascia length (Ord. 1645, eff., 10-13-00). The area of any secondary sign may not exceed fifty percent (50%) of the allowable sign area for the primary sign, except that the area of each secondary sign may be increased in the amount that the area of the primary sign is decreased.

All signs shall be maintained in good structural condition at all times. All signs shall be kept neatly painted, including all metal parts and supports thereof that are not galvanized or of rust resistant metals.

The Building Inspector shall inspect and shall have the authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health, or public welfare by reason of inadequate maintenance or disrepair.

The owner of any property upon which an abandoned sign is located, shall be required to remove such sign within ninety (90) days of the abandonment or within ninety (90) days of the effective date of Ordinance Number 1376 (**enter date**), whichever is later.

An abandoned sign is any sign identifying or advertising a business or commercial enterprise which either no longer exists or has moved from the place where the sign is located.

Any person owning real property upon which an abandoned sign is located, who has received a notice directing removal of said sign by the Building Inspector pursuant to Section 14-98, shall be afforded an opportunity to petition the City Council to waive the provisions of Paragraph (a) on the basis of historical significance. Such petition must be filed with the City Clerk no later than thirty (30) days following the issuance of the notice by the Building Inspector. The City Council may in its discretion waive the requirements of Paragraph (a) upon a finding that said sign has historical significance and ought to be preserved.

If you have any questions or concerns regarding this notice, please contact me in order to discuss your situation and avenues of becoming compliant with the Municipal Code as stated within this letter.

Sincerely,

Chris S. Kelley
Chief Building Official

MEDICAL MARIJUANA CODE

14-217. Signage and Advertising.

- (a) Any person or premises licensed as a medical marijuana center shall comply with all City ordinances regulating signs and advertising. In addition, no licensed medical marijuana center shall use any advertising material that is misleading, deceptive, or false, or that, as evidenced either by the content of the advertising material or by the medium or the manner in which the advertising is disseminated, is designed to appeal to minors.
- (b) *Any person licensed as a medical marijuana center or medical marijuana-infused products manufacturer shall include in any advertisement for medical marijuana or medical marijuana-infused products the following language: "For registered Colorado medical marijuana patients only. This business complies with the laws of the State of Colorado and the City of Trinidad." Provided, however, this language shall not be required to be displayed upon any sign identifying a medical marijuana center, as permitted by subparagraph (c)(1) of this Section.*
- (c) Except as otherwise provided in this Section, it shall be unlawful for any person licensed under this article or any other person to advertise any medical marijuana or medical marijuana-infused product anywhere in the City where the advertisement is visible to members of the public from any street, sidewalk, park or other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device; any sign mounted on a vehicle, any hand-held or portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this paragraph (c) shall not apply to:
- (1) Any sign located on the same lot as a medical marijuana center which exists solely for the purpose of identifying the location of the medical marijuana center and which otherwise complies with the City's sign code and any other applicable City laws and regulations; or
 - (2) Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the City; or
 - (3) Advertising which is purely incidental to sponsorship of a charitable event by a medical marijuana center or a medical marijuana-infused products manufacturer.
- (d) For purposes of this Section, the terms "advertise," "advertising" or "advertisement" means the act of drawing the public's attention to a medical marijuana center or medical marijuana-infused products manufacturer in order to promote the sale of medical marijuana by the center or the manufacturer.
- (e) In advertising the business location through signage, in addition to all regulations set forth in the City of Trinidad sign code, the following shall apply:
- (1) *A business is allowed signage that displays one green cross;*
 - (2) No neon lighting shall be allowed;
 - (3) No flags or other displays shall be allowed;
 - (4) The aesthetic façade and exterior of the business must compliment the surrounding neighborhood;
 - (5) All signage must be discrete in nature.

RETAIL MARIJUANA CODE

14-240. Signage and Advertising.

- (a) Any person or premises licensed as a retail marijuana business shall comply with all City ordinances regulating signs and advertising. In addition, no licensed marijuana business shall use any advertising material that is misleading, deceptive, or false, or that, as evidenced either by the content of the advertising material or by the medium or the manner in which the advertising is disseminated, is designed to appeal to minors.
- (b) Except as otherwise provided in this Section, it shall be unlawful for any person licensed under this article or any other person to advertise any marijuana business anywhere in the City where the advertisement is visible to members of the public from any street, sidewalk, park or other public place, including advertising utilizing any of the following media: any billboard or other outdoor general advertising device; any sign mounted on a vehicle, any hand-held or portable sign; or any handbill, leaflet or flier directly handed to any person in a public place, left upon a motor vehicle, or posted upon any public or private property without the consent of the property owner. The prohibition set forth in this paragraph (b) shall not apply to:
 - (1) Any sign located on the same lot as a marijuana business which exists solely for the purpose of identifying the location of the marijuana business and which otherwise complies with the City's sign code and any other applicable City laws and regulations; or
 - (2) Any advertisement contained within a newspaper, magazine, or other periodical of general circulation within the City; or
 - (3) Advertising which is purely incidental to sponsorship of a charitable event by a marijuana business.
- (c) For purposes of this Section, the terms "advertise," "advertising" or "advertisement" means the act of drawing the public's attention to a marijuana business in order to promote the sale of marijuana.
- (d) In advertising the business location through signage, in addition to all regulations set forth in the City of Trinidad sign code, the following shall apply:
 - (1) No neon lighting shall be allowed;
 - (2) No flags or other displays shall be allowed;
 - (3) The aesthetic façade and exterior of the business must complement the surrounding neighborhood;
 - (4) All signage must be discrete in nature.

DIVISION 13. SIGNS.**Section 14-89. "Signs" defined.**

The term "*Signs*" shall include any writing (including letter, word or numeral), pictorial representation (including illustration or declaration), form (including shapes resembling any human, animal or product form), emblem (including any device, symbol, trademark, object or design which conveys a recognizable meaning, identity or distinction), or any other figure of a similar character which is a structure or any part thereof or is written, painted, projected upon, printed, designed into, constructed or otherwise placed on a building, board, plate or upon any material, object or device whatsoever, which by reason of its form, color, working, stereotyped design or otherwise, attracts or is designed to attract attention to the subject thereof or is used as a means of identification, advertisement, or announcement.

Section 14-90. Exclusions from definition.

The term "*signs*" shall not include the following:

- (1) Numbers used to identify street address.
- (2) Flags, pennants, or insignia of nations or an organization of nations, states or cities, or fraternal, religious and civic organizations, or any educational institutions, except when such flags are used in connection with a commercial promotion or as an advertising device.
- (3) Window displays incorporating placards, pennants, merchandise, pictures or models or products or service.
- (4) Works of art which do not identify a product or business and which are not displayed in conjunction with a commercial enterprise, which enterprise may benefit or realize a direct commercial gain from such display.
- (5) One (1) flush wall nameplate per public entrance per business of no more than two (2) square feet per face.
- (6) Temporary decorations or displays clearly incidental and customary and commonly associated with national, local or religious holiday celebrations.
- (7) Signs not visible beyond the boundaries of the lot or parcel upon which they are located or from any public thoroughfare or right-of-way.
- (8) Traffic or other official signs of any public or governmental agency.
- (9) On-site traffic directional signs which do not exceed four (4) square feet per face or ten feet (10') in height and which do not carry any commercial message other than identification.
- (10) Temporary interior paper window signs.

(11) Signs over gas pumps which indicate gas prices, provided that such signs shall be limited to one (1) per pump island and shall be no larger than four (4) square feet per face.

(12) One (1) flush wall nameplate per business, not to exceed two (2) square feet in area, to be located at or near the rear entrance of such business.

Section 14-91. Sign definitions.

(1) **Animated sign** shall mean any sign or part of a sign which changes physical position by any movement, rotation or change of lighting.

(2) **Building fascia** shall mean that frontage of a building which faces and is parallel to a public or private street.

(3) **Canopy sign** shall mean a sign which is mounted on or beneath a permanently roofed shelter covering a sidewalk, driveway or other similar area, which shelter may be wholly supported by a building or may be partially supported by approved columns, poles or braces extended from the ground.

(4) **Commercial use** shall mean use of land upon which a structure may be located in a commercial zone district where such commercial use is permitted.

(5) **Display surface or face** shall mean the area of a sign structure for the purpose of displaying a message or advertising a product or service.

(6) **Flashing sign** shall mean any directly or indirectly illuminated sign either stationary or animated, which exhibits changing natural or artificial light or color effect by any means whatsoever.

(7) **Flush wall sign** shall mean any sign attached to or erected against the wall or parapet wall of a building or structure which extends no more than twelve inches (12") from the wall surface upon which it is attached and whose display surface is parallel to the face of the building to which the sign is attached.

(8) **"For Sale" or "For Rent" sign** shall mean a sign indicating the availability for sale, rent or lease of a specific lot, building or portion of a building upon which the sign is erected or displayed.

(9) **Freestanding sign** shall mean a detached sign which is supported by one (1) or more columns, uprights, poles or braces extended from the ground or from an object on the ground, or a detached sign which is erected on the ground, provided that no part of the sign is attached to any part of the building, structure or other sign.

(10) **Ground sign** shall mean a type of freestanding sign which is erected on the ground and which contains no free air space between the ground and the top of the sign.

(11) **Illuminated sign** shall mean a sign lighted by or exposed to artificial lighting either by lights on the sign or directed towards the sign.

(12) **Industrial use** shall mean use of land upon which a structure may be located in an Industrial Zone District or PUD Zone District where industrial use is permitted.

(13) **Marquee sign** shall mean a sign identifying a specific motion picture or event which is subject to frequent change.

(14) **Permanent sign** shall mean a sign which is permanently affixed or attached to the ground or to any structure.

(15) **Projecting wall sign** shall mean any sign other than a flush wall sign which projects from and is supported by a wall or a building.

(16) **Residential zone district** shall mean any zone district where residential use is permitted.

(17) **Rooftop sign** shall mean a sign erected upon or above a roof or above a parapet wall of a building.

(18) **Sign face** shall mean the display of the sign upon, against or through which the message is displayed or illustrated.

(19) **Sign with backing** shall mean any sign that is displayed upon, against or through any material or color surface or backing that forms an integral part of such display and differentiates the total display from the background against which it is placed.

(20) **Sign without backing** shall mean any word, letter, emblem, insignia, figure or similar character or group thereof that is neither backed by, incorporated in, or otherwise made a part of any larger display area.

(21) **Wind driven sign** shall mean any sign consisting of two (2) or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons or other objects or material fastened in such a manner as to move, upon being subjected to pressure by wind or breeze.

(22) **Window sign** shall mean a sign which is applied or attached to, or located within three feet (3') of the interior of a window, which sign can be seen through the window from the exterior of the structure.

Section 14-92. General regulations.

The following rules shall apply to signs in all zone districts:

(1) The erection, remodeling or removal of any permanent sign, except that which appears in the window or on the door of a business establishment, stating the name only of said business establishment, shall require a permit from the Building Inspector.

(2) All sign permit applications shall be accompanied by detailed drawings indicating the dimensions, location and engineering of the particular sign and plot plan when applicable. Signs

may be erected after compliance with the following:

- (a) Proper submission of application on form obtained from Building Inspector.
 - (b) Issuance of permit by Building Inspector.
- (3) All exterior signs shall be permanent in nature, except "for sale" and "for rent" signs which shall not exceed six (6) square feet per face, shall be limited to one (1) sign per lot, and political signs.
 - (4) Political signs shall be of a temporary nature, shall not exceed thirty-two (32) square feet per face, shall not be allowed in any zone more than ninety (90) days prior to and fifteen (15) days following the election to which it relates, and shall not be illuminated.
 - (5) No sign shall be placed on government-owned property without permission of the appropriate governmental entity or on private property without permission of the owner thereof. Such signs shall be subject to immediate removal and confiscation by the appropriate governmental entity or private property owner.
 - (6) Any sign attached to a tree, utility pole or to the face of another sign is prohibited.
 - (7) Rooftop signs and all other signs which project above the fascia wall, revolving and rotating signs, strings of light bulbs not permanently mounted on a rigid background used in connection with commercial premises for commercial purposes (other than traditional holiday decorations), posters and wind driven signs (except banners and pennants) are prohibited.
 - (8) Flashing, moving, blinking, chasing or other animated effects are prohibited on all signs, except time and temperature signs.
 - (9) Freestanding signs shall be engineered to withstand a wind load of thirty (30) pounds per square foot.
 - (10) All signs shall be maintained in good structural condition at all times. All signs shall be kept neatly painted, including all metal parts and supports thereof that are not galvanized or of rust resistant metals.
 - (11) The Building Inspector shall inspect and shall have the authority to order the painting, repair, alteration or removal of a sign which constitutes a hazard to safety, health, or public welfare by reason of inadequate maintenance or disrepair.

Section 14-93. Measurement of signs.

The following rules shall apply to the measurement of signs in all districts:

- (1) The total surface area of all sign faces of freestanding signs, ground signs and projecting wall signs shall be counted and considered a part of the maximum total surface area allowance.

(2) The area of all signs with backing or a background that is part of the overall sign display shall be measured by determining the sum of the area of each square, rectangle, triangle, portion of a circle or any combination thereof which creates the smallest single continuous perimeter enclosing the extreme limits of the display surface or face of the sign, including all frames and backing.

(3) The area of all signs without backing or background that is part of the overall sign display shall be measured by determining the sum of the area of each square, rectangle, triangle, portion of a circle or any combination thereof which creates the smallest single continuous perimeter enclosing the extreme limits of each word, written representation (including any series of letters), logo or figure of similar character.

Section 14-94. Limitations based on zone district.

Signs shall be permitted in the different zone districts as accessory uses in accordance with the regulations contained in this Section.

(1) Limitations in all zone districts:

(a) One (1) identification sign per one-family or two-family dwelling, provided such sign does not exceed two (2) square feet in area per face.

(b) One (1) identification sign per multiple-family dwelling, provided such sign does not exceed twenty (20) square feet in area per face and has only indirect illumination.

(c) One (1) identification sign during the first two (2) years of construction of a new subdivision, provided such sign does not exceed one hundred (100) square feet in area per face, and is unlighted and is located within that subdivision.

(d) One (1) sign per entrance to the property identifying a subdivision or housing project, provided such sign does not exceed thirty-five (35) square feet in area per face and has only indirect illumination.

(e) One (1) identification sign per child care center, provided such sign does not exceed ten (10) square feet in area per face and is unlighted.

(f) One (1) identification sign per home occupation use. Such sign shall not exceed six (6) square feet in area per face and shall be unlighted.

(2) Limitations in any commercial or industrial zone district: ²⁹

Flush wall signs, projecting wall signs, window signs, canopy signs, freestanding signs and ground signs are permitted in any zone districts where commercial or industrial uses are allowed, subject to the following limitations and restrictions: (Ord. 1645, eff., 10-13-00)

(a) Maximum area permitted shall be equal to two (2) square feet of sign area for every lineal foot of building fascia length. (Ord. 1645, eff., 10-13-00)

²⁹ Chapter 14, Section 14-94(2) is repealed and reenacted. (Ord. 1645, eff., 10-13-00)

(b) For hotels and motels, total sign area shall not exceed one hundred fifty (150) square feet. (Ord. 1645, eff., 10-13-00)

(c) For the purpose of this subsection , the sign allowance shall be calculated on the basis of the length of the one building fascia, which is most nearly parallel to the street it faces. (Ord. 1645, eff., 10-13-00)

(I) In the event the building occupies a corner lot and has frontage on two (2) public streets, the total allowance of both frontage shall be calculated to determine permitted sign area. (Ord. 1645, eff., 10-13-00)

(II) In the event the building does not have frontage on a dedicated public street, the owner of the building may designate the one (1) building fascia which shall be used for the purpose of calculating the sign allowance. (Ord. 1645, eff., 10-13-00)

(III) In all other cases, the sign allowance for a building may be distributed in any manner among its fascia except that no one fascia may contain more sign area than that provided in this Section. (Ord. 1645, eff., 10-13-00)

Section 14-95. Limitations based on type of sign.³⁰

(1) Freestanding and ground signs: (Ord. 1681, eff., 2-15-02)

In addition to the limitations and regulations contained in Section 14-92, and to the extent they are applicable, the limitations and regulations contained in Section 14-94, the following limitations shall apply to all freestanding and ground signs: (Ord 1681, eff., 2-15-02)

(a) Size, height and location: (Ord 1681, eff., 2-15-02)

(I) Freestanding signs shall comply with the following requirements with respect to size, height and location: (Ord. 1681, eff., 2-15-02)

REQUIREMENTS FOR FREESTANDING SIGNS

<u>Maximum Height</u> <u>Above Grade</u> (feet)	<u>Minimum Setback</u> <u>From Street</u> <u>Right-of-way Line</u> (feet)
less than 30	0
30 - 42	5
42 - 55	10

The maximum height permitted for any freestanding sign is fifty-five feet (55'). Any freestanding sign lawfully erected prior to the effective date of this ordinance with a height of greater than fifty-

³⁰ Chapter 14, Section 95(1)(a)(I) is repealed and reenacted. (Ord. 1681, eff., 2-15-02)

five feet (55') may be maintained and operated after the effective date of this ordinance until such time that the business or commercial enterprise it identifies or advertises no longer exists at its current location. (Ord. 1681, eff., 2-15-02)

(II) Signs erected within fifty feet (50') (measured along the street right-of-way) of the intersection of a street with another street or a driveway, which exceed forty-two inches (42") in height, shall be set back at least fifteen feet (15') from the street right-of-way or shall maintain free air space between a height of forty-two inches (42") above the adjacent street elevation and a height of seventy-two inches (72") above said elevation.

(III) No freestanding or ground sign shall be erected within five feet (5') of any interior side lot line.

(IV) Single-faced freestanding and ground signs shall be set back from the street right-of-way line according to the provisions of this Section. Any such setback shall be measured from the street right-of-way line at the street to which the sign face is most nearly parallel.

(V) When any freestanding or ground sign is placed at a forty-five degree (45°) angle on property located at the intersection of two (2) dedicated streets, the required setback may be measured from either of the street right-of-way lines.

(b) All electrical service provided to freestanding signs or ground signs shall be underground.

(2) Projecting wall signs:

In addition to the limitations and regulations contained in Section 14-92, and to the extent they are applicable, the limitations and regulations contained in Section 14-94, the following limitations and regulations shall apply to all projecting wall signs:

(a) Projecting wall signs shall not project over any public property, including public rights-of-way, more than three feet (3').

(b) In addition, no projecting wall sign shall extend more than six feet (6') from the face of the building from which it is supported.

(c) Only materials as permitted by the Uniform Building Code (U.B.C.) Vol. V - Signs, governing structural requirements, shall be used in the manufacture and erection of projecting wall signs. The design and construction of electrical signs shall be in accordance with the requirements set forth by the U.B.C., Vol. V - Signs, Chapter 4, and shall be approved by the Building Inspector.

(d) Illumination of a projecting wall sign may be both indirect and direct. However, illumination shall not exceed twenty-five (25) watts per bulb.

(3) Window signs:

In addition to the limitations and regulations contained in Section 14-92, and to the extent they are applicable, the limitations and regulations contained in Section 14-94, the following limitations and regulations shall apply to all window signs:

(a) The area of a window sign shall be the area of a rectangle, square, triangle, portion of a circle, or any combination thereof, which completely encloses the sign or letters which are painted, attached or placed within three feet (3') of the interior of a window.

(b) Maximum sign area permitted for window signs shall be as follows:

(I) Residential home occupation use, six (6) square feet.

(II) Commercial and neighborhood services, forty percent (40%) of window area.

(III) Industrial use, forty percent (40%) of window area.

(c) In all cases, the sign allowance for any window area may be distributed in any manner among its windows except that the total window area for all signs may not contain more sign area than that provided by (b) above.

(4) Flush wall signs:

In addition to the limitations contained in Section 14-92, and to the extent they are applicable, the limitations and regulations contained in Section 14-94, the following limitations and regulations shall apply to all flush wall signs:

(a) Only one (1) flush wall sign is permitted per business, but may be constructed in one (1) or more parts, provided that it conveys one (1) unified message. Where an establishment has additional exterior walls which are immediately adjacent to a street or thoroughfare (corner building), each such wall may have one (1) flush wall sign.

(b) The area of a flush wall sign shall be all that area within its borders which completely encloses the sign or letters which are attached to the face of the building. The background area of a sign shall not be included in sign area when such background is an integral part of the design of the building. The area of a primary flush wall sign may not exceed the maximum area set forth in this Section. The area of a secondary sign may not exceed fifty percent (50%) of the allowable sign area for the primary sign, except that the area of each secondary sign may be increased in the amount that the area of the primary sign is decreased.

(c) A flush wall sign in a commercial zone district may not project more than twelve inches

(12") from the wall to which it is attached (except marquees). Where one establishment shares a common wall with another, a flush wall sign may not be placed closer than one foot (1') to the adjoining establishment.

(d) Illumination of flush wall signs may be from a concealed source only, which does not flash, blink or fluctuate, and may not be animated.

(5) Canopy signs:

In addition to the limitations and regulations contained in Section 14-92, and to the extent they are applicable, Section 14-94, the following limitations and regulations shall apply to all canopy signs:

(a) A canopy sign may have only one (1) row of letters no more than twelve inches (12") in height.

(b) A canopy sign must be placed so as to allow a minimum of seven feet (7') of head clearance.

(6) Off-premise signs:³¹

Signs may not be located on premises to which they do not relate unless a variance has been obtained for such purpose. (Ord. 1645, eff., 10-13-00)

Section 14-96. Non-conforming signs.

(1) Definition of *non-conforming sign*: A non-conforming sign is any sign which either:

(a) On the effective date of Ordinance Number 1256, was lawfully erected in accordance with the provisions of any prior zoning regulations or sign code, but which sign does not conform to the limitations and regulations established by that ordinance thereto; or

(b) On or after the effective date of Ordinance Number 1256, was lawfully erected and maintained in accordance with the provisions of that Ordinance, but which sign, by reason of an amendment to said Ordinance after the effective date thereof, does not conform to the limitations established by the amendment to said Ordinance in the district in which the sign is located.

(2) Continuation of non-conforming signs:

Any non-conforming sign may be continued in operation and maintained after the effective date of Ordinance Number 1256, provided, however, that no such sign shall be changed in any manner that increases the non-compliance of such sign with the provisions of said Ordinance established for signs in the district in which the sign is located.

³¹ Chapter 14, Section 14-95(6) is repealed and reenacted. (Ord. 1645, eff., 10-13-00)

(3) Discontinuation of non-conforming signs:

Termination of non-conforming signs shall be required in the event of the occurrence of any of the following:

- (a) By abandonment - Abandonment of a non-conforming sign shall terminate immediately the right to maintain such sign.
- (b) By violation of the Ordinance - Any violation of Ordinance Number 1256 subsequent to the effective date of said Ordinance or any amendment thereto, shall terminate immediately the right to maintain a non-conforming sign.
- (c) By destruction, damage or obsolescence - The right to maintain any non-conforming sign shall terminate and cease to exist whenever the sign is damaged or destroyed by any cause whatsoever, or becomes obsolete or sub-standard under any applicable ordinance of the City of Trinidad to the extent that the sign becomes a hazard or danger.
- (d) By amortization - The right to maintain a non-conforming sign in use at the time of the effective date of Ordinance Number 1256 or any amendments thereto, shall cease at the expiration of two (2) years from such effective date.

(4) Penalty for non-compliance:

Failure to modify any non-conforming sign so as to conform to Ordinance Number 1256 or any amendments thereto, or to remove such sign within the above stated period of time shall be construed to be a violation of the provisions of this Division and shall subject any person in violation to the penalties set forth in Section 14-98.

(5) Annexation and non-conforming signs:

All existing signs with flashing, moving, blinking, chasing, or other animated effects not in conformance with the provisions of this Division and located on property annexed to the City after the effective date of Ordinance Number 1256, shall be modified so that such flashing, moving, blinking, chasing or other animated effects shall cease within sixty (60) days after such annexation.

Section 14-97. Abandoned, damages, destroyed or hazardous signs.

(1) Abandoned sign - Definition:

An *abandoned sign* is any sign identifying or advertising a business or commercial enterprise which either no longer exists or has moved from the place where the sign is located.

(2) Abandoned signs:

- (a) The owner of any property upon which an abandoned sign is located, shall be required to

remove such sign within ninety (90) days of the abandonment or within ninety (90) days of the effective date of Ordinance Number 1376, whichever is later.

(b) Notwithstanding Paragraph (a) of this Subsection, any person owning real property upon which an abandoned sign is located, who has received a notice directing removal of said sign by the Building Inspector pursuant to Section 14-98, shall be afforded an opportunity to petition the City Council to waive the provisions of Paragraph (a) on the basis of historical significance. Such petition must be filed with the City Clerk no later than thirty (30) days following the issuance of the Notice by the Building Inspector. The City Council may in its discretion waive the requirements of Paragraph (a) upon a finding that said sign has historical significance and ought to be preserved.

(3) Damaged, destroyed or hazardous signs.

Any sign which is damaged, destroyed or otherwise becomes hazardous or dangerous, constitutes a public nuisance. The owner of the property upon which such sign is located shall therefore be subject to the abatement procedures set forth in Sections 16-64, 16-65 and 16-67 of the Code of Ordinances.

Section 14-98. Enforcement.

(1) Should any person, firm or corporation actually begin the erection, construction or painting of a sign for which a permit is required by this Division without taking out a permit therefor, he/she shall be required to pay any fees for this purpose imposed by the City Council by ordinance.

(2) Penalty.

(a) Whenever the Building Inspector shall find a violation of any of the provisions of this Division, he/she shall notify the person responsible for the violation in writing and shall order the necessary corrections within a period of thirty (30) days.

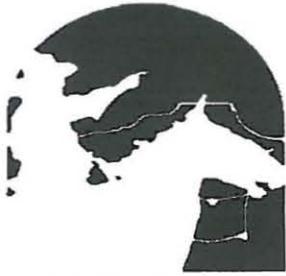
(b) Failure to comply with any of the provisions of this Division shall constitute a misdemeanor, and upon conviction, is punishable by a fine of not more than Three Hundred Dollars (\$300.00) or imprisonment for a period of not more than ninety (90) days or both. Each day that such a violation continues to exist shall be considered a separate offense.

(3) No permit shall be required for repairs that do not in any way alter the exterior appearance of a sign, or for repainting it the same color so as to keep such sign in good repair.

(4) The Building Inspector shall have the authority to allow repair, maintenance, printing and minor changes. The Building Inspector will make determination as to what areas of repair, maintenance, printing or minor changes require a permit.

Section 14-99. Exception or variance to sign regulations.

Consideration for the granting of an exception or variance from the provisions of this Division shall be in accordance with Section 14-117.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

8

CITY COUNCIL MEETING: April 14, 2015 Work Session
PREPARED BY: Tara Marshall, URA, Sec/ED
PRESENTER: Tara Marshall, URA, Sec/ED
Edward Griego, URA, Chairman
Les Downs, Municipal Attorney

DEPT. HEAD SIGNATURE: *Tom*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: The development of land currently owned by the TURA.

RECOMMENDED CITY COUNCIL ACTION: None is necessary, discussion item only

SUMMARY STATEMENT:

Currently TURA owns properties that came into their possession due to Urban Renewal Activity several decades ago. These activities were in accordance with the original Urban Renewal Plan developed and adopted by Trinidad City Council in the 1960's. According to State Statute, TURA can only sell, lease or otherwise transfer real property or any interest therein for activities and locations that are authorized by an Urban Renewal Plan. Currently, Ricker/Cunningham is updating the original Plan by redefining the boundaries of the Urban Renewal Plan. This update will be adopted by City Council in the coming months. In this interim time period until the Plan has been updated, TURA will be proceeding with Urban Renewal Activities based on the original Urban Renewal Plan and the precedent set by TURA in the 1990's. The Municipal Attorney in conjunction with outside Counsel have determined that resuming these Urban Renewal Activities are not only legally permissible but they are also in line with the purpose of Urban Renewal Law in the State of Colorado.

EXPENDITURE REQUIRED: None

SOURCE OF FUNDS: N/A

POLICY ISSUE: Disposal (Sell, Lease, Transfer) of land owned by TURA

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Included in Summary Statement Above.

CONTACT FOR INFORMATION: Tara Marshall, URA Sec/ED: (719) 846-9843 ext. 131

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COUNCIL COMMUNICATION

9

CITY COUNCIL WORKSESSION: April 14, 2015
PREPARED BY: Linda Vigil
PRESENTER: Mike Valentine, PW/Util. Director
DEPT. HEAD SIGNATURE: *Mike Valentine*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Consideration of the RFP (Request for Proposal) received from Short Elliott Hendrickson, Inc. (SEH, Inc.) for the design work at Five Points Roundabout.

RECOMMENDED CITY COUNCIL ACTION: Forward to Regular Meeting on April 21, 2015 for approval

SUMMARY STATEMENT: The 5-point intersection at Arizona Ave., Colorado Ave., Commercial St., and I-25 at Exit 14 has been a traffic safety issue from its initial construction. Solutions have been to control traffic with lights which led to confusion and traffic accidents. The current solution has been to make Arizona Ave a one-way street, which worked well enough until we lost the segment of Pine St. due to new I-25 alignment. In order to make 5-points intersection functional and return Arizona Ave. to a two-way traffic roundabout configuration is being proposed. The city is a recipient of a grant from the Energy Impact Assistance Fund (DOLA) for the amount of \$75,000 and city would need to utilize \$25,000 capital improvement project (CIP) funds. RFP's were solicited and received from four (4) engineering firms for the design work at the Five Points Roundabout Project. Of the four engineering firms, Short Elliott Hendrickson, Inc. (SEH, Inc.) was selected unanimously among city staff based on their presentation and the low design cost of \$97,540.

EXPENDITURE REQUIRED: \$97,540

SOURCE OF FUNDS: \$75,000 in DOLA grant funds and \$25,000 in capital improvement funds appropriated in the 2015 City Budget

POLICY ISSUE: N/A

ALTERNATIVE: City Council could decide not to complete the design work for the project nor utilize the designated CIP funds for the design.

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BACKGROUND INFORMATION:

RFP's were reviewed by city staff and interviews conducted among the four engineering firms for the project. Of the four firms, staff selected Short Elliott Hendrickson, Inc. (SEH, Inc.) based on their presentation and low design cost of \$97,540. The city has been awarded grant funds from the Energy Impact Assistance Fund (DOLA) for the amount of \$75,000 and the remaining cost would be allocated from the \$25,000 capital improvement project (CIP) funds.

CONTACT FOR INFORMATION:

Mike Valentine, Public Works/Utilities Director
(719) 846-9843, ext. 122

BID SUMMARIES

COMMERCIAL STREET PHASE III-FIVE POINTS ROUNDABOUT

Wilson & Company

5755 Mark dabbling Blvd. Suite 200

Colorado Springs, CO 80919

Total Estimate: \$134,554

JR Engineering

7200 South Alton Way, Suite C400

Centennial, CO 80112

Total Estimate: \$102,135

SEH Inc.

503 North Main Street

Suite 225, Thatcher Building

Pueblo, CO 81003-3138

Total Estimate: \$97,540

SGM

225 East 2nd Street

Salida, CO 81201

Total Estimate: \$104,395

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 Short Elliott Hendrickson, Inc., a Colorado Company whose principal business address is 503 N. Main Street, Suite 225, Pueblo, CO 81003 ("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 (**Scope of Work**) set forth in **Exhibit A**, which may also include a **project description**, 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, set forth in **Exhibit A**, 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 Ninety-seven thousand Five hundred forty Dollars (\$97,540); 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 and/or County Contractor's license, if required. Contractor shall pay any and all City and/or County license fees.

ii. Permits. Contractor shall obtain any and all permits required for the Services. No charge will be made for any City and/or County 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 of the Notice to Proceed for a period of 120 calendar days and 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. FORCE MAJEURE Neither party shall be liable for failure to perform that party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 4 (Term and Termination) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 5.

6. 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.

7. 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, non-owned 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.

8. 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.

9. 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.

a. 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.

b. 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.

c. 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.

10. 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 **an additional 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.

11. 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.

12. 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:

Audra Garrett, City Clerk
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082

If to Contractor:

Jimmie Hayson,
Project Manager
Short Elliott Hendrickson, Inc.
503 N. Main Street, Suite 225
Pueblo, CO 81003

13. 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.

14. ADDITIONAL GENERAL PROVISIONS. Please attach (or insert below, 14. a., etc.) any additional provisions, specific to the project named above, Consultant background(s), requirements of the granting agency if applicable, or any other provisions requested by the Contractor.

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

EXHIBIT B

**[USE THIS FORM ONLY IF CONTRACTOR IS AN INDIVIDUAL WITHOUT EMPLOYEES;
OTHERWISE, DELETE]**

AFFIDAVIT PURSUANT TO C.R.S. § 24-76.5-103

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

I am a United States citizen, or

I am a Permanent Resident of the United States, or

I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that Colorado state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute § 18-8-503, and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

INTERNAL USE ONLY

Valid forms of identification:

---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit

---current Colorado identification card

---U.S. military card or dependent identification card

---U.S. Coast Guard merchant mariner card

---Native American tribal document

SHORT ELLIOTT HENDRICKSON INC.
Agreement for Professional Services

This Agreement is effective as of April 8, 2015, between City of Trinidad (Client) and Short Elliott Hendrickson Inc. (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Five Points Roundabout.

Client's Authorized Representative: Mike Valentine
Address: 135 N. Animas Street
Trinidad, CO 81082
Telephone: 719.846.9843 **email:** mike.valentine@trinidad.co.gov

Project Manager: Jimmie Hayson
Address: 503 N. Main Street, Suite 225
Pueblo, CO 81003
Telephone: 719.423.7403 **email:** jhayson@sehinc.com

Scope of Work: The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 08.03.11), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

Unless task is explicitly included in scope of work, task is explicitly excluded

Topographic Mapping and Existing Right-of-Way Mapping

1. SEH will establish horizontal based on City of Trinidad GIS Project 1992. SEH will establish vertical control based on City of Trinidad GIS Project 1992, which is based on NAVD 29. Once control is established, four monuments will be positioned near the project site and coordinates and elevations will be associated with each monument. These site monuments can then be used for everything from design survey to final construction. The control and site monuments will be established in a manner that if in the future, CDOT Right-of-Way plans are required. Those monuments will meet CDOT standards for the control diagram portion of the plans.
2. SEH will prepare planimetric and topographic elevation mapping for the proposed roundabout corridor based on the largest concept established during the proposal stage.
3. SEH will survey visible features at the surface, including any road surface and improvements, curb and gutter, landscape features, utility infrastructure and facilities, and building or structural improvements. Survey all of the different surface features to include depths, sizes and inverts within apparent right-of-way.
4. Map underground utilities visibly marked by utility locates, or as provided by Client.
5. SEH will provide the research necessary to determine right-of-way Commercial Street, Arizona Avenue and Colorado Avenue to the area defined under the topographic survey. This research will then be used to search for monuments in the field. Any monuments found will then be analyzed and compared to the record data to determine the final right-of-way location for mapping. Project monumentation, right-of-way, names and addresses of owners of record will be plotted on a Land Survey Control Diagram.

Conceptual Design Phase

1. SEH will develop potential alternatives. In addition to the no-build alternative, SEH will develop up to 3 alternatives that could potentially be implemented at the study intersection. We will present these alternatives to the Client along with a narrative of the pros and cons as they relate to traffic operations, opinion of probable construction cost, ROW impacts, pedestrian/bicyclist accommodations, and parking

- impacts. SEH can address other issues the Client would like included per the evaluation criteria identified at the kick-off meeting.
2. SEH will develop 15% level of design for up to 3 alternatives for the study intersection. The design will include topographic mapping of horizontal improvements and property lines.
 3. Traffic operations analysis. SEH perform a traffic operations analysis model for each alternative using Rodel or Sidra for the roundabout scenarios and Synchro/SimTraffic for the no-build scenario.
 - a. Data Collection. SEH will collect morning and evening peak period traffic volumes on a typical weekday. We will work with the Client to determine the key peak periods to study. Additionally, the Client will provide whatever information they have regarding traffic volumes at the study intersection.
 4. SEH will develop a draft technical memorandum that summarizes the results of the alternatives evaluation. The report will be submitted for the Client's review and comment. SEH will address the Client's comments and include them in the final technical memorandum. A budgetary estimate of the construction costs will be included with each alternative, as well.

Preliminary Design Phase

1. A preliminary design package will be developed to the 60% level for Client review. This package will contain proposed design of improvements. The design package will incorporate any safety and roadway design modifications recommended to and accepted by Client during conceptual design phase. The preliminary design package will be submitted for review to the Client.
 - a. Cover sheet
 - b. Standard plan list
 - c. General notes
 - d. Summary of approximate quantities
 - e. Roadway plan and profile sheets
 - f. Signing and striping plan
 - g. Storm Water Management plan
 - h. Lighting plan
 - i. Hardscape plans for roundabout and surrounding islands
2. Outline of standard and project special specifications
3. A preliminary Engineer's opinion of probable construction cost will be completed and discussed with Client.

Final Design Phase

1. SEH will prepare a complete set of construction documents to include:
 - a. Cover sheet
 - b. Standard plan list
 - c. General notes
 - d. Summary of approximate quantities
 - e. Survey control diagram
 - f. Roadway plan and profile sheets
 - g. Schedule of traffic control
 - h. Signing and striping plan
 - i. Storm Water Management plan
 - j. Lighting plan
 - k. Hardscape plans for roundabout and surrounding islands
 - l. Typical sections and details.
2. A complete set of project special provisions will be developed and provided to the Client for review
3. An updated Engineer's opinion of probable construction cost will be completed and discussed with the Client
4. The PS&E documents will be revised based on comments and directives received from the final review meeting.
5. Final construction documents suitable for bidding, including final plan sheets, project special provisions, and updated Engineer's opinion of probable construction costs will be assembled and provided to the Client.

Meetings

1. SEH and PKM Design will attend one (1) kick-off meeting with Client
 - a. Identify Critical Success Factors

- b. Present schedule
- c. Develop evaluation criteria
- 2. Attend one (1) public meeting for presentation of preferred alternative.
- 3. Attend one (1) review meeting with Client at preliminary design phase.
- 4. Attend one (1) review meeting with Client at final design phase.
- 5. Attend up to six (6) progress meetings with Client via conference call or Skype.
- 6. Meeting agenda will be completed along with a complete list of project stakeholders who should be included in the project review process, including CDOT.
- 7. Meeting minutes will be completed within 3 business days after each meeting. The minutes will be distributed to attendees and stakeholders for review, comment, and clarification.
- 8. Additional meetings, as requested by Client shall be conducted on a time and materials basis, in accordance with attached Rate Schedule.

Assumptions and Exclusions

- 1. Client will provide horizontal and vertical datum reference for the City of Trinidad GIS Project 1992.
- 2. Right of entry onto private property will be provided by Client.
- 3. Right of Way plans and legal descriptions are not included at this time due to undefined level of effort necessary. SEH can provide this service to the Client as an additional service.
- 4. Title commitments will be secured by Client, as necessary.
- 5. Potholing of underground utilities will be performed by Client and mapped by SEH.
- 6. Landscaping design assumes that treatment will be hardscape. No irrigation or planting design is included.
- 7. No structural design of improvements is included.

Schedule: SEH will begin work immediately after the notice to proceed is issued. We will complete our base services within 120 calendar days, exclusive of agency reviews. The client agrees to allow for additional time for delays beyond the control of SEH or change in scope of services.

Payment: The lump sum fee is \$97,540, including expenses and equipment.

Expenses and Equipment included in this lump sum fee are:

- Travel expenses for Project Manager to attend one (1) kick-off meeting, one (1) public presentation meeting, one (1) preliminary design and one (1) final design review meetings.
- Travel expenses and lodging for Traffic Engineer to attend one (1) kick-off meeting and one (1) public presentation meeting.
- Travel expenses for representative from PKM Design to attend one (1) kick-off meeting.
- Travel expenses for Surveyor.
- GPS/Robotic equipment (Total of 22 hours)
- Reproductions

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:
None.

Short Elliott Hendrickson Inc.

City of Trinidad

By: 

John W. Simmer
Title: Vice President/Region Manager

By: _____
Title: _____

Exhibit A-2
to Agreement for Professional Services
Between City of Trinidad (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 8, 2015

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices in small claims court or through the American Arbitration Association Construction Industry Rules without the necessity of any mediation proceedings and the Client agrees to be bound by such venue.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed one million dollars (\$1,000,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional million dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. The Client agrees that as the Client's sole

and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



2015 RATE SCHEDULE

PERSONNEL	CLASSIFICATION	RATE/HR
	Principal	\$160-\$220
	Project Manager	\$135-\$195
	Senior Professional Engineer	\$130-\$165
	Professional Engineer	\$110-\$130
	Graduate Engineer	\$95-\$115
	Survey Manager	\$125-\$150
	Senior Surveyor	\$105-\$125
	Surveyor	\$70-\$95
	Senior Architect	\$140-\$170
	Architect	\$115-\$140
	Project Architect	\$95-\$110
	Designer	\$95-\$115
	Senior Technician	\$95-\$120
	Technician	\$70-\$95
	Senior Field Observer	\$110-\$135
	Field Observer	\$80-\$110
	Senior Administrative Assistant	\$90-\$115
	Administrative Assistant	\$65-\$85
MILEAGE	ITEM	RATE
	Survey/Inspection Vehicles	\$.75/mile
	Standard Vehicle	Rate Established by the IRS
EQUIPMENT	GPS (Per Unit)	\$55.00/hr.
	EDMI	\$35.00/hr.
	Autocad Plots (VARIES BY MEDIA)	\$5.00-20.00/each
	8 1/2"x11"	\$0.15 each
	11"x17"	\$0.25 each
	Outside Printing	Cost
PRINTING	LDC	\$1.00/sq. ft.
	Reproducible Mylar	\$2.00/sq. ft.
	Outside Printing	Cost
MISC. SUPPLIES/SERVICES		Cost
SUBCONSULTANTS		Cost + 10%
TRAVEL		Cost

This schedule of rates is effective July 1, 2014, thru June 30, 2015



COUNCIL COMMUNICATION

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CITY COUNCIL WORKSESSION: April 7, 2015
PREPARED BY: Linda Vigil
PRESENTER: Mike Valentine, PW/Util. Director
DEPT. HEAD SIGNATURE: *Mike Valentine*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Consideration of the RFP (Request for Proposal) received from SGM for the design work for the Cedar Street Extension from Commercial Street to Chestnut Street.

RECOMMENDED CITY COUNCIL ACTION: Forward to Regular Meeting on April 21, 2015 for approval

SUMMARY STATEMENT: RFP's were solicited and received from three (3) engineering firms for the design work for the Cedar Street Extension Project. The project would consist of extension of all utilities and brick streets to continue character with our downtown theme thus enabling the surround area for economic development opportunities. Of the three engineering firms, SGM was selected unanimously among city staff based on their presentation and the low design cost of \$26,890. The city would need to utilize capital improvement project (CIP) funds.

EXPENDITURE REQUIRED: \$26,890

SOURCE OF FUNDS: Capital improvement funds appropriated in the 2015 City Budget

POLICY ISSUE: N/A

ALTERNATIVE: City Council could decide not to complete the design work for the project nor utilize the designated CIP funds for the design and possibly lose an economic development opportunity.

BACKGROUND INFORMATION: RFP's were reviewed by city staff and interviews conducted among the three engineering firms for the project. Of the three firms, staff selected SGM based on their presentation and low design cost of \$26,890.

CONTACT FOR INFORMATION: Mike Valentine, Public Works/Utilities Director
(719) 846-9843, ext. 122

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BID SUMMARIES

CEDAR STREET EXTENSION

SEH Inc.

503 North Main Street

Suite 225, Thatcher Building

Pueblo, CO 81003-3138

Total Estimate: \$49,870

JR Engineering

7200 South Alton way, Suite C400

Centennial, CO 80112

Total Estimate: \$91,590

SGM

225 East 2nd Street

Salida, CO 81201

Total Estimate: \$26,890

DO WE
NEED
COUNCIL
APPROVAL
YES?

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 SGM, a Colorado Company whose principal business address is 225 E. 2nd Street, Salida, CO 81201 ("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 (**Scope of Work**) set forth in **Exhibit A**, which may also include a **project description**, 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, set forth in **Exhibit A**, 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 Twenty-six thousand Eight hundred ninety Dollars (\$26,890); 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 and/or County Contractor's license, if required. Contractor shall pay any and all City and/or County license fees.

ii. Permits. Contractor shall obtain any and all permits required for the Services. No charge will be made for any City and/or County 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 of the Notice to Proceed for a period of 120 calendar days and 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. FORCE MAJEURE Neither party shall be liable for failure to perform that party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under Clause 4 (Term and Termination) in such circumstances.

If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in Clause 5.

6. 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.

7. 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, non-owned 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.

8. 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.

9. 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.

a. 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.

b. 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.

c. 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.

10. 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 **an additional 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.

11. 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.

12. 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:

Audra Garrett, City Clerk
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082

If to Contractor:

Matt Hutson
Project Manager
SGM
225 East 2nd Street
Salida, CO 81201

13. 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.

14. ADDITIONAL GENERAL PROVISIONS. Please attach (or insert below, 14. a., etc.) any additional provisions, specific to the project named above, Consultant background(s), requirements of the granting agency if applicable, or any other provisions requested by the Contractor.

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

Mr. Tom Beach, Project Manager
City of Trinidad
125 N. Animas Street
Trinidad, CO 81082

RE: Cedar Street

Dear Tom,
As requested, below is our suggested language for the contract.

Provide survey, design, construction level plans and specs for the extension of Cedar Street from Commercial Street to Chestnut Street. Design to include utility design as directed by the City.
Budget not to exceed \$26,840.

Please contact me with any questions or revisions.

Sincerely,



Matt Hutson
Project Manager
SGM, Inc.



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 14, 2015 Work Session
PREPARED BY: Audra Garrett, Asst. City Manager
PRESENTER: Audra Garrett, ACM/Gabe Engeland, City Manger
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Discussion of priorities identified from the Building Department Evaluation completed by Colorado Code Consulting, LLC

RECOMMENDED CITY COUNCIL ACTION: This is a discuss item.

SUMMARY STATEMENT: Colorado Code Consulting, LLC was engaged by the City late last year to evaluate the building department and our building codes. The goal was to seek ideas on means of improving our building codes to support business growth.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: No

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

A copy of the Building Department Evaluation completed by Colorado Code Consulting, LLC is attached. Staff will discuss priorities identified within the evaluation and provide input as well as seek Council's input.

CONTACT FOR INFORMATION:

Gabe Engeland, City Manager
(719) 846-9843, ext. 133
Or
Audra Garrett, Asst. City Manager
(719) 846-9843, ext. 135



COLORADO CODE
CONSULTING

LLC

Building Department Evaluation
City of Trinidad, Colorado

Submitted to:

Ms. Audra Garrett
Assistant City Manager
City of Trinidad

Trinidad, Colorado

Submitted by:

Steve Thomas, C.B.O.
Colorado Code Consulting, LLC
4610 S Ulster Street, Suite 150
Denver, CO 80237
Phone: 303-400-6564
Email: sthomas@coloradocode.net

Submitted: April 6, 2015

Introduction

The City of Trinidad requested that Colorado Code Consulting conduct an evaluation of the building department of the jurisdiction. There were several concerns voiced by citizens regarding the level of enforcement by the department. Steve Thomas met with different groups on November 18, 2014. The day started out meeting with City Staff to get their input into the issues surrounding the concerns and their perception of the issue. The afternoon was spent with the City Council to get their input and concerns about the enforcement of the building code in Trinidad. We met with the public in the evening and heard comments from the community on the enforcement of the building codes in the city.

This report will outline the major concerns noted during the discussions with the above groups. It will then provide recommendations to improve the overall administration of the building codes within the city. These recommendations will be presented to the same three groups after the staff reviews them.

Staff Discussion

The staff was very open to providing input on the different issues that they felt were the basis for many of the concerns voiced by the community. The following issues were identified by the staff as issues.

- Downtown redevelopment was an important issue in the community. The poor economy hit the downtown area hard. Many business owners perceive the building code as an impediment to the redevelopment process.
- The staff identified that costs of permits and complying with the code were perceived as being too high and created an obstacle to redevelopment of the downtown area.
- It appears that the city council tries to get involved in the day to day operations of the building department. They contact the building official directly with issues instead of telling a citizen to contact the building official or city manager.
- It appears that politics may be interfering with the operations of the building department with the involvement of the council in day to day operations of the department.
- There is a perception by the community that the building official has an ego that hinders the administration of the code.
- There is a perception of the staff that the city council does not support the building department's administration of the building codes.
- City Council's involvement in the day to day operations of the building department creates inconsistent enforcement of the codes.
- There is a large concern about the requirements for automatic fire sprinkler requirements in the building codes. Many citizens feel that the requirements are onerous and create an obstacle to redevelopment.
- There is a concern about the life safety aspect of buildings in the town due to the age and lack of maintenance of the structures.
- The biggest issues identified by the staff was the pre-existing, non-conforming requirements in the codes. The current language in the city's code requires buildings that are abandoned for a period of time must be brought into compliance with the current codes and standards. This has created serious issues with building owners trying to redevelop properties.
- The city council has directed the building official to identify dangerous buildings throughout the community. He has identified several buildings in the city that meet that criteria. Many of the owners have resisted the direction to repair or demolish their

buildings. This has created a problem between the building official, the building owners and the city council.

- There was some confusion as to when architect or engineer stamps are required on projects. The building official was not clear on the state requirements.
- The building official had the understanding that he was responsible for the enforcement of the Americans with Disabilities Act (ADA) throughout the city. He felt that he was required to tell property owners to bring their buildings into compliance with the current ADA Standards for Accessible Design.
- The building official voiced frustration with the level of support provided by the city council regarding the issuance of Notices and Orders on dangerous buildings. If a building owner refuses to mitigate the unsafe conditions of the building, the city does not have the budget to cause the work to be done by the city and the costs charged against the property.

City Council Study Session

The discussion with the City Council was very helpful. The council voiced their support for the building official and the job that he was doing. They want to make sure that the staff succeed in administering the code in the city. The points presented by the city council were as follows:

- They were concerned about the costs of improvements for building owners including historical buildings
- They discussed the reasonable level of protection for buildings including historical buildings
- Accessibility was becoming a big issue in the town. A local citizen with a disability has voiced concerns about the level of accessibility in the town. The council wanted to provide accessibility, but was concerned about the cost involved in reaching compliance.
- They discussed different economical options to help building owners improve their buildings.
- There was discussion regarding the success that the Town of Salida had in improving their downtown.
- Many of the problems seem to center around absentee owners and their lack of maintaining their buildings. The council also felt that these owners did not necessarily have the town's best interest in mind.
- The council discussed the number of complaints that citizens made to them about the building department. We discussed the different ways to handle such complaints.
- A citizen who attended the meeting voice some opinions since he was unable to attend the public meeting that evening.
 - He was a local engineer and wanted the council to know that he supported the requirement for automatic fire sprinklers in buildings downtown.
 - He felt that the downtown buildings were the City's greatest resources and they should be protected to greatest extent possible.

Staff Debriefing Discussion

The staff reconvened after the City Council study session to discuss the council's comments and provide additional information. Their comments were as follows:

- It was felt that a definition of historical buildings should be created and determine whether they need to be locally landmarked or not. The definition of historic buildings in

the building code was discussed.

- They asked if there was a way to create a classification of a building that is old, but does not meet the requirements for a historical building or the owner does not wish to designate their building as a historical building.
- They stated that building owners expect the city to tell them what they need to do to their building to comply with the codes and how to fix them up.
- They stated that building owners did not want to hire a registered design professional (architect/engineer) for their projects. The owners felt that the added cost was not necessary and just another hurdle to complete their project.
- The staff discussed the possibility of a "one-stop" permitting process. It was requested that a submittal procedure be developed to reduce the amount of time needed to take a project through the city. Suggested timelines for projects were 7-10 business days for residential projects and 14-20 days for commercial projects. The building department would be the point of contact for owners to submit the plans, application and license requirements. It was suggested that Landmarked buildings would be required to be approved by the CLG prior to submission to the building department.
- The staff agreed that the building official was responsible for much more than the administration of the building code. The current responsibilities of the building official included:
 - Building code administration including plan review and inspections
 - Contractor licensing
 - Code enforcement (weeds, abandoned cars, etc.)
 - Liquor license inspections
 - Business license inspections
 - City Safety Coordinator
 - Backflow Prevention Coordinator
 - ADA Coordinator
 - Marijuana Facilities Coordinator (currently reviewing 40 applications)
 - The inspector average about 10 inspections per day. Most of the inspections are completed in the morning.
- It was agreed that the City Council should determine the policies of the city. Then, once the policy is set, the staff should be permitted to carry out the policy with little if any direct involvement of the City Council.
- The staff agreed that the building official gains nothing personally from achieving compliance with the code. He is just carrying out the policies and regulations set forth by the City Council.
- They pointed out that there was a city ordinance where buildings that were abandoned for a period of time had to comply with the current requirements of the code.

Public Meeting

A meeting was held in the evening to hear comments from the public. There were several people who attended and provided comments for consideration. Those comments are as follows:

- There were several comments regarding the level of accessibility in the town. It was felt that there was a lack of accessible routes through the city and into the buildings. They felt that there was a lack of enforcement and compliance with the Americans with Disabilities Act throughout the city.
- There was concern about inconsistent enforcement of the code. The building official

seems to change his mind on requirements and enforcement of the codes.

- There was a perception that buildings owned by the city were not required to comply with the same requirement as private building owners were required to comply with.
- There was a feeling that the building code was a barrier to economic development, especially in the downtown area of the city.
- There was concerns about the code requirements for multi-story mixed-use buildings. The most concerns were about the development of residential units above commercial uses and the requirement for fire sprinklers in the building. The idea of phasing a project was discussed.
- There was a concern about marijuana facilities and the number of agencies that had to look at the applications. There was also concern about the time that it takes to review the applications.
- The group discussed the pros and cons of contractor licensing.
- Historic buildings and the code requirements were discussed. It was important to maintain the historic significance of the city, while providing safe buildings.
- The idea of phased compliance was discussed to reduce the overall cost of reusing an existing building or a historical building.
- Possible financing issues were discussed. The fact that economic development was affected by the code was discussed. Grants were a possibility to help building owners with the cost of improving their building.
- Some people felt that the building official was in fear of liability and that affected the administration of the codes and regulations.
- The level of fire service and protection on Commercial Street and Main Street was discussed.
- They group asked if there is a possibility of the City to adopt a unique building code for the town instead of a model code.
- They felt that the process for getting a building permit should be improved. It should be an easier process that provides a more consistent level of enforcement.

Observations

Based on the discussions noted above, I have developed the following observations regarding the operations of the building department.

- The building official is enforcing the provisions of the code to the letter and is hesitant to approve alternate designs due to a fear of liability.
- The city has adopted an ordinance requiring buildings to be brought into compliance with the current building code when they have be abandoned for a period of time.
- The city has identified several buildings as unsafe. However, they do not have the funds in their budget to carry out the work if a building owner refuses to mitigate the unsafe structure.
- The building official has the perception that he is responsible for enforcing the Americans with Disabilities Act (ADA) throughout the city. He has been designated as the accessibility coordinator for the city. This responsibility only applies to city owned buildings and right-of-ways.
- The building official has many more responsibilities than the typical code official in a similar size jurisdiction.
- There is a need for consistent regulations for historical buildings within the city.
- The City Council tends to micro-manage the building department based on complaints

- from constituents.
- There is confusion as to when an architect or engineer stamp is required on construction documents.
 - There is a perception that the enforcement of the code was not consistent.

Recommendations

The following recommendations are based on the comments received and the observations that I made during my visit with the staff, city council and the public.

Repeal Non-Conformance Section

Recommend that the City Council Repeal Section 5-23 of the Code of Ordinances regarding Non-Conformance. This article appears to be the genesis of many of the issues identified during the conversation that we had. This section requires a building to comply with the current code whenever the business is abandoned for more than 12 months. During tough economic times, companies go out of business and the building does not generate any revenue for the city.

The cost of bringing a building into compliance with the current code can be extraordinarily expensive for the building owner. This creates an obstacle to potential buyers and adversely affects the economic development of the city. If a new owner of a business has to spend a much larger amount of money to open a business in Trinidad as they do in another nearby jurisdiction, they will go to that other jurisdiction.

Develop an Unsafe Building Policy & Budget

The city appears to have a fairly strict policy regarding unsafe buildings. However, there are no funds available to mitigate the hazards if a building owner refuses to do the work. It is recommended that a budget be created for this purpose if the city is serious about abating unsafe and dangerous buildings. The current code states that if the owner does not make repairs or demolish their building, the city will have the work done and then charge the cost against the property. However, if there is no budget for this work, the enforcement is not taken seriously by building owners.

It is also recommended that buildings that have been identified as having code issues be ranked as to the severity of the hazards. The staff can then focus on the most unsafe buildings first. This will spread the money out over time if the city needs to have the work completed instead of the owner. The main concern is the protection of the public from a dangerous condition that may exist in or from a building.

Building Official Responsibilities

The current building official has many more responsibilities than a typical code official. It is recommended that an additional building inspector / code enforcement officer be hired to provide assistance and more efficient administration of the codes. The additional staff person can conduct day-to-day code enforcement inspections, liquor license inspections, business license inspections and similar work. This will allow the building official to concentrate on building plan review and inspections as well as the other responsibilities that he now has.

It should also be made clear that the building official is not responsible for the

enforcement of the ADA on private businesses. That enforcement is the responsibility of the US Justice Department. As the ADA Coordinator for the city, he is only responsible for developing a plan to make public owned buildings accessible to people with a disability. The only accessibility enforcement that a building official has on private property is the enforcement of the building code and applicable standards when new buildings are built or when existing buildings are altered.

Engineer/Architectural Stamps

There appears to be some confusion as to when an architect/engineer stamp is required on construction documents. The State of Colorado Board of Architects and Engineers publishes a document called the Handbook for Building Official. That document is attached to this report for your use. It outlines the requirements for architect/engineer stamps on drawings. The state regulations exempt certain projects from requiring a stamp. They include the following:

- One, two, three, and four unit family dwellings, including accessory buildings commonly associated with such dwellings;
- Garages, industrial buildings, offices, farm buildings, and buildings for the marketing, storage, or processing of farm products, and warehouses, which do not exceed one story in height, exclusive of a one-story basement, and which under applicable building code, or codes, are not designed for occupancy by more than ten persons;
- Additions, alterations, or repairs to the foregoing buildings which do not cause the completed buildings to exceed the applicable limitations set forth in this subsection (1);
- Nonstructural alterations of any nature to any building if such alterations do not affect the life safety of the occupants of the building.

It is recommended that the staff review the state regulations and develop a policy similar to the state's requirements regarding the requirement for the stamps. It should be noted that the building code does give the building official the authority to require a registered design professional create the drawings if the project is more complex even though it may be exempt by the state regulations.

Historical Buildings

It is recommended that more specific code language be drafted regarding construction in historic buildings. A good starting point would be Chapter 12 of the International Existing Building Code. It provides a much better description of what requirements apply to a historic building. Additional prescriptive language can also be created to help identify what code requirements need to apply to these types of buildings.

City Council Involvement

It is recommended that the City Manager develop a policy regarding city council contact with city employees. The city council should direct complaints to the city manager are the building official directly. They should not try to intervene between the building owner and the staff.

Building Official Education

The city should continue to support the building official's involvement with the Colorado

Chapter ICC and other educational opportunities. The Colorado Chapter is a great sounding board for code officials to talk with each other and gain knowledge on ways other jurisdictions address different issues. This organization has provided quality education and building department assistance for more than 60 years. The education and networking is second to none.

A more knowledgeable and experienced building official provides more consistent enforcement of the codes. They are much more confident with their decision. This reduces the fear of liability and turns it into an awareness of the legal issues surrounding the administration of the codes. The current building official is getting this confidence and knowledge by being involved with the Colorado Chapter and finding out that he is not the only one with similar issues.

Conclusion

It has been a pleasure working with the staff, council and citizens of the City of Trinidad. This report has identified some issues and recommendations that can be addressed and implemented to make the administration of building codes more reasonable and fair. It can also provide staff and council on ways to improve the operations of the building department in the future.

I look forward to working with everyone to implement some of these recommendations if you wish. Thank you for the opportunity to work with all of you.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. L. Thomas', written over a faint, large watermark that says 'DRAFT'.

Stephen L Thomas, CBO
President

Handbook for Building Officials



This handbook is a publication of the Colorado State Board of Licensure for Architects, Professional Engineers, and Professional Land Surveyors. It has been prepared in the spirit of public service, and to assist building officials and the architectural and engineering communities to better understand the professional authorship requirements of our licensing and registration laws and model building codes.

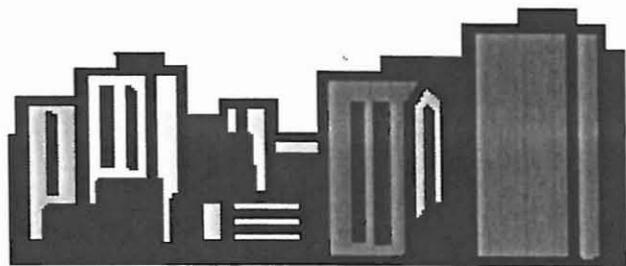


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INTRODUCTION

Building-codes and professional licensing laws are meant to work together. Building officials and architectural and engineering licensing boards each exist to protect the public against unsafe buildings and structures. Board staff endeavor to protect the health, safety, and welfare of the general public by ensuring that all licensed architects and engineers have the proper education and training, and pass a rigorous examination on technical and practice issues. County or local jurisdictions promulgate and adopt building codes while building officials enforce code requirements that are intended to protect the health, safety, and welfare of the general public. If building officials require all construction documents for non-exempt buildings and structures to bear the appropriate signature and seal of a licensed architect or engineer, then the registration system will share responsibility for protecting the health, safety and welfare of the public.

Colorado has limited exemptions permitting unlicensed persons to prepare architectural construction documents for single-family dwellings up to four units; or farm buildings, garages, industrial buildings and warehouses not to exceed one story or designed for occupancy by not more than ten persons. Architectural additions or alterations to exempt buildings are also permitted by unlicensed persons. However, it is clear public policy that buildings and structures of significant size or complexity must be designed by licensed architects and engineers.

The National Council of Architectural Registration Boards (NCARB) sent questionnaires to 9,450 building officials across the country and received 2,543 responses. The questionnaires focused on the extent to which building officials view architects and engineers as performing critical services in protecting the public's safety. Ninety-five percent of the responding building officials agreed that "the expertise of licensed architects and engineers is essential to any substantial building to protect the health, safety and welfare of the public." Eighty-seven percent agreed that public safety requires architects and engineers to "conduct on-site observations of the construction of any substantial building." Finally, 86% of the respondents acknowledged that they rely on the architect and engineer who designed the project to ensure that performance standards of the building codes have been met.

This handbook is intended to be a resource to assist you in the enforcement of architectural and engineering laws as well as answer some of the questions you may have in the implementation of those laws. For your reference, you may find laws and rules for Architects and Engineers at:

<http://www.dora.state.co.us/aes>

Also, please see page 7 for additional contact information.

I. DEFINITION OF ARCHITECTURE AND ENGINEERING

Colorado defines the practice of architecture and the practice of engineering as follows:

Architect means a person licensed under the provisions of the Architect Practice Act and entitled thereby to conduct a practice of architecture in the State of Colorado.

The **Practice of Architecture** means the performance of the professional services of planning and design of buildings, preparation of construction contract documents including working drawings and specifications for the construction of buildings, and the observation of construction pursuant to an agreement between an architect and any other person, but does not include the performance of the construction of buildings.

Engineer means a person who, by reason of intensive preparation in the use of mathematics, chemistry, physics, and engineering sciences, including the principles and methods of engineering analysis and design, is qualified to perform engineering work.

The **Practice of Engineering** means the performance for others of any professional service or creative work requiring engineering education, training, and experience and the application of special knowledge of the mathematical and engineering sciences to such professional services or creative work, including consultation, investigation, evaluation, planning, design, surveying, and the observation of construction to evaluate compliance with plans and specifications in connection with the utilization of the forces, energies, and materials of nature in the development, production, and functioning of engineering processes, apparatus, machines, equipment, facilities, structures, buildings, works, or utilities, or any combination or aggregations thereof, employed in or devoted to public or private enterprise or uses.

II. EXEMPTIONS

The Architect Practice Act provides instances where a person who is not registered as an architect may plan, design and supervise the construction, alteration, remodeling, additions to, or repair of any of the following:

- (a) One, two, three, and four unit family dwellings, including accessory buildings commonly associated with such dwellings;
- (b) Garages, industrial buildings, offices, farm buildings, and buildings for the marketing, storage, or processing of farm products, and warehouses, which do not exceed one story in height, exclusive of a one-story basement, and which under applicable building code, or codes, are not designed for occupancy by more than ten persons;
- (c) Additions, alterations, or repairs to the foregoing buildings which do not cause the completed buildings to exceed the applicable limitations set forth in this subsection (1);
- (d) Nonstructural alterations of any nature to any building if such alterations do not affect the life safety of the occupants of the building.

Similarly, the Engineering Practice Act does not apply in the performance of the following activities:

- (a) Individuals who normally operate and maintain machinery or equipment;
- (b) Individuals who perform engineering services for themselves;
- (c) Partnerships, professional associations, joint stock companies, limited liability companies, or corporations, or the employees of any such organizations, who perform engineering services for themselves or their affiliates;
- (d) Individuals who perform engineering services under the responsible control of a registrant;
- (e) Work of a strictly agricultural nature which is not required to be of public record;
- (f) Professional land surveying as defined in section 12-25-202 (6), C.R.S.
- (g) Individuals who are employed by and perform engineering services solely for a county, city and county, or municipality;

- (i) Individuals who are employed by and perform engineering services solely for the federal government;
- (j) Individuals who practice architecture as defined in section 12-25-302(6), C.R.S.;
- (k) Utilities or their employees or contractors when performing services for another utility during times of natural disasters or emergency situations.

III. SEALING PROFESSIONAL WORK

Registered architects and professional engineers are, and should be, responsible for their professional services in their respective areas of expertise. The public, as well as building officials, rely on their professional expertise. As a result, professional submissions such as construction documents should clearly show the identity of the licensed architect and engineer who prepared them by having affixed a seal and signature and otherwise complying with the requirements of state law. Without proper identification, ultimate responsibility for any deficiencies may not be clear.

The law and applicable building codes in Colorado require that professional submissions be signed and sealed by the licensed architect or engineer who prepared them or has taken responsible control for them. Please refer to:

Architect § 12-25-317, C.R.S.
<http://www.dora.state.co.us/aes/Statute-ARC.pdf>

Engineer § 12-25-117, C.R.S.
<http://www.dora.state.co.us/aes/Statute-PE.pdf>

Rules 5.1 and 7.1 http://www.dora.state.co.us/aes/AES2008_Rules_Bylaws_II.pdf

Also refer to the County Building Inspector, § 30-28-205(3), C.R.S.

The county building inspector shall not issue any permit unless the plans and specifications for such proposed erection, construction, reconstruction, alteration, or remodeling conform to the regulations and restrictions in said building code. All such proposed erection, construction, reconstruction, alteration, or remodeling shall bear the seal of an architect or engineer licensed by the state of Colorado, unless the preparation of plans and specification is exempted by section 12-4-112, C.R.S. Such plans and specifications prepared by architectural or engineering sub-

disciplines shall be so designated and shall bear the seal and signature of the architect or engineer for that sub-discipline.

The Uniform Building Code (UBC) or International Building Code (IBC) is the most common throughout Colorado. The UBC states:

"When such plans are not prepared by an architect or engineer, the building official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer."

The IBC states:

"The construction documents shall be prepared by a registered (licensed) design professional where required by the statutes of the jurisdiction in which the project is to be constructed."

As a general rule, building officials should require that all construction documents for commercial properties have the seal and signature of either a licensed architect or engineer as appropriate, or have a notation on the construction documents or building permit application stating that the plans are exempt from the general rule requiring them to be prepared by licensed architects or engineers in that jurisdiction. Building officials facing litigation or defending their actions in other arenas should not have to explain why they could have required construction documents to be prepared, signed and sealed by an architect or engineer, but chose to accept construction documents from an unlicensed individual when the law or building codes may not have allowed that unlicensed individual to prepare the construction documents in the first place.

IV. COMMON QUESTIONS AND ANSWERS

I have a set of construction documents signed and sealed by an architect registered in a state other than Colorado. Do the submittal documents meet the requirements in Colorado?

No. Only architects and engineers currently licensed with the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors have the authority to practice in Colorado. Professionals licensed in other states must obtain registration in Colorado in order to practice here.

Can a Colorado licensed architect or engineer "overstamp" construction documents prepared and stamped by an architect or engineer who is licensed in another state?

No. Overstamping is not appropriate. A Colorado Architect or Engineer may review and modify plans prepared elsewhere but by stamping and signing the plans the Architect or Engineer is taking responsible charge for them and in effect stating that the documents were prepared by him or her or under his or her responsible control.

Can an owner/builder/contractor make changes to a licensed architect's or engineer's construction documents?

No. When construction documents are prepared by a licensed professional, no changes may be made except by that professional (or under certain conditions by another appropriately licensed professional).

May a Colorado professional engineer prepare, sign, and seal architectural construction documents?

Yes, when the engineer possesses the professional and technical qualifications to do so.

May a Colorado registered architect prepare, sign and seal engineering construction documents?

Yes, when the architect possesses the professional and technical qualifications to do so.

May anyone other than a licensed architect or engineer prepare and submit construction documents to building officials?

Yes, as previously stated in Section II, residential structures up to four units, and small farm and industrial buildings of one story with occupancy limitations of less than 10 people are permitted without the signature and seal of a registered architect or professional engineer. Building officials should document for the record, at the time a permit is granted based on unsealed and unsigned construction documents, the exception in the law that allows the design of the building or structure by an unlicensed person.

Do shop drawings have to be signed and sealed by an architect or engineer and submitted to the building official for approval?

Yes and no. Typically shop drawings are intended as construction or fabrication details. These are not usu-

ally part of the filed construction documents (see exceptions below). However, they should be reviewed and signed by the Architect or Engineer in charge.

What are examples of specific component designs, (i.e. roof trusses, curtain wall design, sprinkler, pre-manufactured buildings and other pre-manufactured elements) that are required to be signed and sealed by a licensed architect or engineer when submitted to the building official for approval?

Component, or "manufactured," buildings are treated no differently than other buildings or structures. The construction documents must be prepared (or reviewed and modified), signed, and sealed by the appropriate licensed professional registered in this state. Examples of such designs are: prefabricated metal buildings or structures, roof truss systems, post tension or pre-stress designs, and pre-cast concrete building components.

Can a contractor sign the cover sheet of a set of construction documents prepared by an out-of-state licensed architect or engineer and comply with the law?

No.

Who may issue change orders and addenda to building permit construction documents, which have been filed for non-exempt buildings or structures?

Change orders, additional construction documents and/or addenda that alter the construction documents that are required to be filed with the building department for non-exempt buildings or structures must bear the signature and seal of the licensed architect or engineer responsible for the modifications.

Who can be the applicant for a building permit?

The applicant can be the owner, contractor, or the registered architect or professional engineer as appropriate. However, for non-exempt buildings the name of the licensed architect or engineer shall be listed on the application. All modifications or revisions to the signed and sealed construction documents required by the building official shall be provided to the licensed architect or engineer by the building official.

If I review plans submitted by an architect or engineer and discover significant problems with the work or I repeatedly review plans for the same architect or engineer with numerous minor problems, what can I do?

You may provide the information and/or file a complaint with either the Architects Board or the Engineers/Surveyors Board. It is not necessary to "prove" your case but it is important to submit examples of the kind of work that has concerned you. The Board will investigate the situation and take action as appropriate. You may be called as a witness if the case proceeds to hearing. You will be informed along the way as the case progresses through the process.

Sometimes I face a lot of resentment from Engineers and Architects when I (or my Department) question their professional judgment during the review of their submissions. It's nothing personal, we are only exercising our responsibility to properly review work to protect the health, safety and welfare of the public. Is there anything the Board can do to intercede when these confrontations become really heated?

The State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors does not have any authority or procedure to mediate these kinds of problems. However, the Board, with input from county and municipal representatives, developed guidelines that looks at all sides of this difficult problem. The guidelines are available in printed form from the address on page 7 or on the Internet at <http://www.dora.state.co.us/aes/guidelines.htm>. If you have encountered this problem, we encourage you to read this publication.

V. MINIMUM STANDARDS FOR CODE SUBMISSIONS

Construction documents for most projects consist of drawings, specifications and appropriate calculations. All elements shall complement each other. Completeness and coordination of all necessary information are the responsibility of the registered architect or professional engineer. Construction documents submitted to the building official must be of sufficient nature to clearly show the project in its entirety with emphasis on the following:

1. Life safety
2. Means of egress
3. Barrier free accessibility
4. Structural integrity
5. Building code compliance
6. Definition of scope of work

The required construction documents will depend upon the size, nature and complexity of the project. The following is a suggested standard of the minimum required construction documents for review by building officials.

Cover Sheet

1. Project identification
2. Project address and a location map
3. All licensed architects and engineers identified
4. The licensed architect or engineer in responsible control (the professional responsible for project coordination) shall be identified. All communications should be directed through this individual.
5. Design Criteria list:
 - I. Occupancy group
 - II. Type Construction classification
 - III. Location of property
 - IV. Seismic risk
 - V. Design loads
 - VI. Structural systems
 - VII. Square Footage/Allowable floor area
 - VIII. Fire sprinkler systems
 - IX. Height and number of stories
 - X. Occupant load
 - XI. Land use zone

Site Plan

Show proposed new building or structure and any existing buildings or structures, all property lines with dimensions, all streets, easements and setbacks. Show all water, sewer, communication services, natural gas, telephone, and cable TV. Electrical points of connection, proposed utility service routes and existing utilities on the site. Show all required parking, drainage and grading information. Indicate drainage inflow and outflow locations and specify areas required to be maintained for drainage purposes. A topographical survey should be provided with a benchmark elevation. Show north arrow. Show dimensions for the location and size of components delineated on the site plan.

Geotechnical Report

Provide a geotechnical report for the proposed structure at that site.

Exterior Elevations

Show each view. Show vertical dimensions and heights. Show openings and identify materials and show lateral bracing system, where applicable. Show dimensions and schedules.

Foundation Plan

Show all foundations and footings. Indicate size, locations, thickness, materials and strengths, and reinforcing. Show all imbedded anchoring such as anchor bolts, hold-downs, post bases, etc. Show dimensions for the location and size of all components delineated on the foundation plan.

Floor Plans

Show all floors including basements. Show all rooms, with their use, overall dimensions and locations of all structural elements and openings. Show all doors and windows. Provide door and window schedules. All fire resistance rated assemblies, areas of refuge, occupancy separations, fire blocking and draft stopping shall be shown. Show dimensions for the size of all rooms and the locations of other components delineated on the floor plans.

Framing Plans and Roof Framing Plans

Show all structural members, their size, methods and details of attachment, connections, location and materials for floors and roofs. Show roof plan. Show dimensions for the location and size of all components delineated on the roof plan.

Schedules

Room finishes, doors, hardware, windows, plumbing, mechanical, electrical and structural.

Addenda and Changes

It shall be the responsibility of the individual identified on the cover sheet as the licensed architect or engineer in responsible control to notify the building official of any and all changes throughout the project and provide revised construction documents, calculations or other appropriate documentation prior to commencement of that portion of the construction.

Revisions

The party submitting changes shall be identified at the beginning of the approval process. For clarity, all revisions should be identified and clouded on the construction drawings and appropriately marked in the project manual or resubmitted as a new set of construction documents.

Completeness of Documents

Construction Documents for most projects consist of drawings, specifications and appropriate calculations. All elements shall complement each other. Completeness and coordination of all necessary information is the responsibility of the registered design professional.

Building Sections Wall Sections

Show materials of construction, non-rated and fire resistance rated assemblies, and fire resistance rated penetrations. Show dimensions.

Mechanical System

Show the mechanical system. Include all units, their sizes, mounting details, all ductwork and duct sizes. Indicate all fire dampers where required. Provide equipment schedules. Submit energy conservation calculations. Show dimensions.

Plumbing System

Show all fixtures, piping, slopes, materials and sizes. Show point of connections to utilities, septic tanks, pre-treatment sewer systems and water wells. Show dimensions.

Electrical System

Show all electrical fixtures (interior, exterior and site), wiring sizes and circuiting, grounding, panel schedules, single line diagrams, load calculations and fixture schedules. Show point of connection to utility. Show dimensions.

Fire Sprinkler System

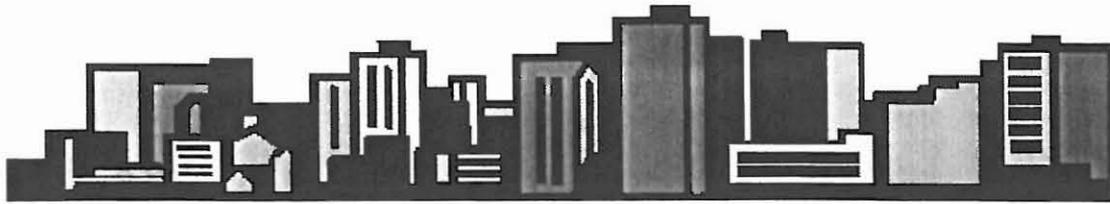
Show all sprinkler heads, piping valves, alarms, tamper switches, materials, and sizes. Show point of connection to the water system and fire alarm system. Show dimensions for the size and location of components delineated on the fire sprinkler system drawings.

Structural Systems

Show foundation, structural members and where required provide structural calculations for the structural systems of the project. Include calculations indicating compliance with seismic, wind, snow and other design loads. Completeness of the necessary calculations is the responsibility of the registered design professional.

Specifications

Prepare specifications to further define the construction components, the quality of the materials, delineation of the materials and methods of construction, wall, floor and ceiling finishes, exterior finishes, and descriptions of all pertinent equipment. Schedules may be incorporated into the project manual in lieu of being delineated on the construction drawings.



If you have specific questions that were not addressed here or you need assistance, feel free to write, telephone or electronically mail either Board. The staff will be glad to help you.

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