



CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council shall meet in Work Session on
Tuesday, October 11, 2011 at 1:30 p.m.
City Hall Council Chambers, Third Floor, City Hall

AGENDA

1. Consideration of proposed Contract Amendment between the City of Trinidad and the State of Colorado through the Department of Local Affairs for the rehabilitation of the Old Stone Water Works Building – Jim Fernandez, Utilities Superintendent
2. Consideration of Third Amendment to Agreement between the City of Trinidad and Southern Colorado Construction, Inc. for extension of time for Contractor's completion of Phase 1B of the Old Stone Water Works Building – Jim Fernandez, Utilities Superintendent
3. Consideration of a supplemental budget ordinance identifying and appropriating a previously unanticipated revenue source for the Capital Projects Fund for the Fiscal Year beginning on January 1, 2011 and ending on December 31, 2011 – Jerod Beatty, City Attorney
4. Discussion regarding an ordinance that would allow for a reduction in the required number of parking spaces for developments that combine two or more non-residential uses – Louis Fineberg, Planning Director
5. 2012 Funding Request by Trinidad Municipal Golf Association
6. Discussion regarding 2012 Draft Budget – Ed Gil de Rubio, City Manager
7. Discussion of other agenda items

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

CONTRACT AMENDMENT

Amendment #: 2	Encumbrance #: F09S5746
Original Contract CMS or CLIN #: 09-559, 27519	Amendment CMS #:

1) PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the Contract) is entered into by and between City of Trinidad (hereinafter called "Contractor"), and the STATE OF COLORADO (hereinafter called the "State") acting by and through the Department of Local Affairs, (hereinafter called "DOLA").

2) EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3) FACTUAL RECITALS

The Parties entered into the Contract for Phase 1 of the rehabilitation of the historic Old Stone Water Works Building to provide office and meeting space, and to house a museum. The State and Contractor acknowledge that the current Project description no longer reflects the project and the estimated costs no longer reflect the original estimates. Both Parties also agree that more time is needed to complete the Project. In addition, the general provisions statement regarding the Colorado Open Records Act is incorporated.

4) CONSIDERATION-COLORADO SPECIAL PROVISIONS

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment. The Parties agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for this Amendment.

5) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6) MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

a. Exhibit A, Section 1, Project Description, Objectives and Requirements: are modified as follows by deleting the current contract language for #1 and inserting the following:

"The Project consists of implementing phase I for the rehabilitation of the Old Stone Waterworks Building in the City of Trinidad (Contractor). Phase I includes stabilizing the structure and rehabilitating its exterior. Interior improvements are envisioned to take place as a Phase II of the Project and will be implemented at a later date. The planned use for the building upon completion of the project is as office space for a public use."

b. Exhibit A, Section 3, Time of Performance: is deleted and replaced with the following:

The Project shall commence upon the Effective Date and shall be completed on or before October 31, 2012. In accordance with paragraph 8.b.i. of this Contract, the Contractor may request an extension of the time for performance by submitting a written request, including a full justification for the request, to the State at least thirty (30) days prior to the termination of the performance period. If the State, in its sole discretion, consents to an extension, the State shall grant such extension in accordance with paragraph 8.b.i. of this Contract.

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c. **Exhibit A, Section 4, Budget:** is modified by deleting the current Budget and inserting new Budget.

- "Budget.

<u>Revenues</u>		<u>Expenditures</u>	
Energy/Mineral Impact - GRANT	\$244,985	Architect/Construction	\$ 59,358
Contractor Funds	<u>\$342,440</u>	Administration	\$ 528,067
Total	\$587,425	Total	\$587,425"

d. **Insert the following after item #27:**

28. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

7) START DATE

This Amendment shall take effect on the later of its Effective Date or October, 4, 2011.

8) ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9) AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR City of Trinidad, Colorado	STATE OF COLORADO John W. Hickenlooper, GOVERNOR Department of Local Affairs
By: _____ Name of Authorized Individual	By: _____ Reeves Brown, Executive Director
Title: _____ Official Title of Authorized Individual	Date: _____
_____ *Signature	PRE-APPROVED FORM CONTRACT REVIEWER
Date: _____	By: _____ Teri Davis, Director of Financial Assistance Services
	Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER David J. McDermott, CPA
By: _____
Barbara M. Casey, Controller Delegate
Date: _____

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THIRD AMENDMENT TO AGREEMENT

This is a Third Amendment to Agreement ("**Third Amendment**") effective as of the ____ day of _____, 2011, ("**Effective Date**"), between the CITY OF TRINIDAD, COLORADO, a home rule municipal corporation of the State of Colorado having an address of 135 North Animas Street, P.O. Box 880, Trinidad, CO 81082 ("**Owner**"), and SOUTHERN COLORADO CONSTRUCTION, INC., a corporation of the State of Colorado having an address of 2908 Farabaugh Lane, Pueblo, CO 81005 ("**Contractor**").

RECITALS

WHEREAS, Owner and Contractor entered into an Agreement dated December 23, 2008, and recorded with the Las Animas County Clerk and Recorder as Instrument No. 200900701910 in Book No. 1083, Page Nos. 686-701 ("**Agreement**"), pursuant to which Owner has retained Contractor to complete an exterior restoration/rehabilitation of the Old Stone Water Works Building located at 223 Cedar Street in Trinidad, Colorado (the "**Project**"); and

WHEREAS, said Agreement was amended by a First Amendment to Agreement dated July 21, 2009, and recorded with the Las Animas County Clerk and Recorder as Instrument No. 200900703995 in Book No. 1086, Page Nos. 1216-1217 ("**First Amendment**"), pursuant to which the parties agreed to extend the time period during which Owner may suspend work; and

WHEREAS, said Agreement was further amended by a Second Amendment to Agreement dated January 18, 2011, and recorded with the Las Animas County Clerk and Recorder as Instrument No. 201100710589 in Book No. 1095, Page Nos. 1593-1595 ("**Second Amendment**"), pursuant to which the parties agreed to amend the Agreement by (i) designating A-E Design Associates, P.C., as the Project's Architect/Engineer; and (ii) extending the dates for Substantial Completion and Final Payment in recognition of the Project's division into Phases 1A and 1B; and

WHEREAS, Contractor has satisfactorily completed Phase 1A of the Project, and

WHEREAS, Owner and Contractor hereby desire to amend the Agreement a third time to extend the time for Contractor's completion of Phase 1B of the Project.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, Owner and Contractor agree as follows:

1. **Dates for Substantial Completion and Final Payment.** Article 3 ("Contract Times"), § 3.02, of the Agreement is hereby amended as follows:

3.02 Dates for Substantial Completion and Final Payment

- A. Contractor and Owner mutually recognize and agree that Work on Project Phase 1B has been suspended; that said suspension shall not be cause for any adjustment in the Contract Price or any assessment of liquidated damages for delays; and that Work on Project Phase 1B shall resume on or about March 1, 2011. All Work will be substantially completed on or before December 15, 2011, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before December 31, 2011.

2. **Continuity of Terms.** Unless amended herein, all terms and conditions contained in the Agreement, First Amendment, and Second Amendment shall remain in full force and effect.

3. **Entire Agreement; Modification and Waiver.** This Third Amendment constitutes the entire agreement between the parties pertaining to the subject matter contained herein and supersedes

CITY OF TRINIDAD, COLORADO

ORDINANCE NO. _____

A SUPPLEMENTAL BUDGET ORDINANCE IDENTIFYING AND APPROPRIATING A PREVIOUSLY UNANTICIPATED REVENUE SOURCE FOR THE CAPITAL PROJECTS FUND FOR THE FISCAL YEAR BEGINNING ON JANUARY 1, 2011, AND ENDING ON DECEMBER 31, 2011

WHEREAS, by Ordinance No. 1910, the City Council of the City of Trinidad, Colorado, appropriated monies in the Capital Projects Fund for Fiscal Year 2011 among various capital projects, including an appropriation of Ninety Two Thousand Five Dollars (\$92,005) for "Veterans Park Improvements"; and

WHEREAS, by Resolution No. 1362, the City Council approved an Intergovernmental Agreement with the State of Colorado Department of Revenue ("CDOT") setting forth a reimbursement to the City in the amount of Seventy Four Thousand Seven Hundred Seventy Three Dollars (\$74,773) for "Veterans Park Use Mitigation" due to the elimination of the City's prior Veterans Memorial Park resulting from the realigned and reconstructed Interstate 25 Viaduct; and

WHEREAS, the City of Trinidad is pleased to have received said reimbursement from CDOT in the amount of Seventy Four Thousand Seven Hundred Seventy Three Dollars (\$74,773); and

WHEREAS, in accordance with Chapter IX ("Budget Control and Financing"), § 9.7, of the Home Rule Charter for the City of Trinidad, Colorado, the City Council herein desires to identify and appropriate this previously unanticipated revenue source for the Veterans Park Improvements line item of the Capital Projects Fund budget for Fiscal Year 2011.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that the "Veterans Park Improvements" line item in the Capital Projects Fund budget for Fiscal Year 2011 is hereby increased by Seventy Four Thousand Seven Hundred Seventy Three Dollars (\$74,773), to a revised budget total of One Hundred Sixty Six Thousand Seven Hundred Seventy Eight Dollars (\$166,778), in recognition of the City's receipt of CDOT's reimbursement for Veterans Park Use Mitigation; as reflected in Exhibit "A" attached hereto and incorporated herein by this reference. Consequently, the Capital Projects Fund budget total is hereby increased from \$3,495,751 to \$3,570,524.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this ____ day of _____, 2011.

FINALLY PASSED AND APPROVED this ____ day of _____, 2011.

THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE THE ____ day of _____, 2011.

JENNIE GARDUNO, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

ORDINANCE NO. _____

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EXHIBIT "A"

2011 - CAPITAL PROJECTS SUPPLEMENTAL BUDGET REVISION

A/C#	PROJECT	2011 APPROVED BUDGET	PLUS + OR MINUS (-)	2010 REVISED BUDGET
9040-7641	Veterans Park Improvements	92,005	74,773	166,778
				-
				-
				-
		92,005	74,773	166,778

Unanticipated source of revenue:
CDOT reimbursement of \$74,773
mitigation for the Interstate 25 Viaduct
Resconstruction for work performed in
the new Veterans Memorial Park.

Capital Projects total Budget - \$3,495,751 to \$3,570,524

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Section 14-100. Off-street parking.

(2) Parking Space Reduction for Mixed-Use Development

(a) Purpose:

Shared parking arrangements can reduce impervious surfaces by allowing a reduction in the number of parking spaces required for a single use where the parking associated with that use is shared with one or more adjacent uses. Shared parking arrangements not only reduce impervious surface area but also increase efficiency in land use and encourage mixed-use development.

(b) Definitions:

- i. **Mixed-Use Development** – A site-specific development that contains a combination of two or more commercial, industrial and/or residential uses. In order to be included in a mixed-use development for the purposes of this section, an individual use may not be located more than five hundred (500) feet from the nearest site-specific shared parking space.

(c) Mixed-Use Development Parking Requirement Reductions:

A reduction in the total number of parking spaces required for all non-residential uses within a mixed-use development, as calculated per 14-100(1) above, is allowed per the requirements of this section. In order to be considered for a parking reduction, the applicant must submit an aggregate parking demand analysis for the proposed mixed-use development that includes the hours of peak demand for each individual use. Said analysis must be prepared by a traffic engineer licensed in the State of Colorado and must utilize the latest parking demand analysis methodology as published by the Institute of Traffic Engineers (ITE), the Urban Land Institute (ULI) or other source acceptable to the Planning, Zoning and Variance Commission. In no instance shall any parking reduction exceed thirty (30) percent of the sum total of all individual uses as calculated per 14-100(1) above.

Alternatively, the applicant may reduce the total amount of required parking spaces in a mixed-use development in accordance with the following methodology from the Urban Land Institute's shared parking standards:

- (1) Determine the minimum parking requirements for each individual use within the mixed-use development in accordance with section 14-100(1).
- (2) Multiply the required minimum number of parking spaces for each individual use by the applicable percentages for each of the five time periods set forth in Table 1.
- (3) Add the required minimum number of parking spaces for all individual uses in each of the five vertical columns of Table 1.

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**INFORMATION FOR ITEM #5
WILL BE PROVIDED AT TIME OF
WORK SESSION**

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