



## **CITY OF TRINIDAD TRINIDAD, COLORADO**

The City Council of the City of Trinidad, Colorado,  
will hold its regular Work Session on Tuesday, April 8, 2014 at 1:30 P.M.  
in City Council Chambers at City Hall, Third Floor, City Hall

### **AGENDA**

1. Petitions and Communications, Oral or Written
2. Introduction of Library Advisory Board applicants
3. Consideration of an ordinance amending the number of medical marijuana licenses that may be issued within the corporate City limits
4. Consideration of an agreement between the City and Colorado Department of Local Affairs for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map
5. Discussion of proposed ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination
6. Consideration of 2013 Audit Engagement Letter from Dixon, Waller & Co., Inc.
7. Building Code refresher – Chris Kelley, CBO
8. Discussion of other agenda items

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



## COUNCIL COMMUNICATION

2

**CITY COUNCIL MEETING:** April 4, 2014  
**PREPARED BY:** Audra Garrett, City Clerk  
**DEPT. HEAD SIGNATURE:** *Audra Garrett*  
**# OF ATTACHMENTS:** 6

**SUBJECT:** Introduction of Library Advisory Board applicants

**PRESENTER:** Audra Garrett, City Clerk

**RECOMMENDED CITY COUNCIL ACTION:** Consider the applicants

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** No

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Advertisement was made some time ago seeking applicants to fill the vacancies as required by ordinance; Councilmember Fletcher personally solicited letters of interest

**ALTERNATIVE:** N/A

### BACKGROUND INFORMATION:

Letters of interest were received from:

Olga Reorda, Natalie Emerson, Cherie Kollander, Marjorie A. Kiefer, and Lawrence P. Kiefer;

All meet the requirements for appointment;

Frank Hardy was the only surviving member of the board. Pursuant to a phone call made to Mr. Hardy on 4/4/14, he does not wish to continue on the board. Therefore, all five seats are vacant;

A copy of the ordinance creating this board is attached.

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Trinidad, Colorado  
March 26, 2014

Mayor Joe Reorda  
City Council Members

Please accept this letter  
as an application to serve  
on the board of directors for  
the Carnegie Public Library.

Respectfully,

Olga Reorda  
415 W. Topoka  
Trinidad, CO 81082

Verified Voter Regis  
& Residency ~~at~~

City of Trinidad

MAR 26 2014

City Clerk's Office

✓

City of Trinidad

MAR 20 2014

City Clerk's Office

regis. 1635 Goodale  
verified residency

3-20-14

Dear Mayor Reorda and Members  
of City Council:

I am uninterested in becoming  
a member of the Trinidad Library  
Advisory Board.

I have over ten years experience  
working in libraries; I am  
excited to assist any way  
I can to help the Carnegie  
Public Library serve our  
Community.

1217 Nevada Ave.  
Trinidad, CO 81082  
C-719 845-7989

Sincerely,  
Natalie Emerson

**Audra Garrett**

---

**From:** Cherie Kollander [kollcpa@gmail.com]  
**Sent:** Wednesday, February 19, 2014 8:23 AM  
**To:** Audra Garrett  
**Subject:** Re: Urban Renewal Authority

Dear Ms. Garrett,

I hear there is a vacancy on the library advisory board. I worked at the library for 2 years as a senior aid and still volunteer on occasion. I think my experience and general knowledge could be helpful and be glad to serve. Please submit my name for consideration.

Thank You,  
Cherie G. Kollander

On Wed, Jan 22, 2014 at 1:29 PM, Audra Garrett <[audra.garrett@trinidad.tn.gov](mailto:audra.garrett@trinidad.tn.gov)> wrote:

*Residency  
Veteran Registration  
Verified*

*7/15*

March 20, 2014

To: Mayor J. Reorda and City Council Members:

My name is Marjorie A. Kiefer and I am interested in applying to be a member of the Carnegie Public Library Advisory Board.

I have been a resident of Trinidad, Colorado since March 2012 and reside at 105 E. 6<sup>th</sup> Street. One of the reasons I moved to Trinidad was the presence of a library and I have an interest in maintaining and improving the library. I have had a library card since moving here and use it regularly.

I am a retired bookkeeper, having worked in the field for over 34 years, the last 25 years as the manager of the accounting department of a company in St. Louis. Currently I am a Co-Director of the Friends of the Library used books store, Books & More. This gives me a chance to know what types of books our residents are looking for and also a chance to hear comments from our residents about our library and how it could be changed and/or improved.

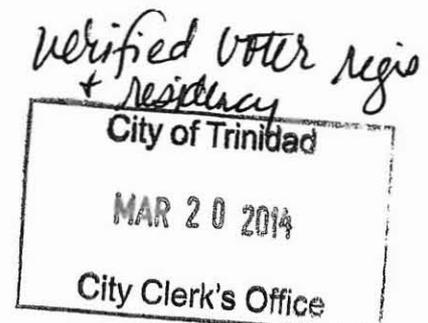
In addition, I feel having had the experience as a patron of a large metropolitan library would be an asset.

Thank you for your consideration.

Sincerely,



Marjorie A. Kiefer  
105 E. 6<sup>th</sup> Street  
Trinidad, CO 81082  
719-422-8039  
[marjieann63@yahoo.com](mailto:marjieann63@yahoo.com)



20 March 2014

To: Mayor J. Reorda and City Council Members

My name is Lawrence P. Kiefer and I am interested in applying for a position on the Carnegie Public Library Advisory Board.

I have been a resident of Trinidad, Colorado since March 2012 and reside at 105 E. 6<sup>th</sup> Street. One of the reasons I moved to Trinidad was the presence of a library and I have an interest in maintaining and improving the library. I have had a library card since moving here and have used it regularly, being a reader of a broad range of books.

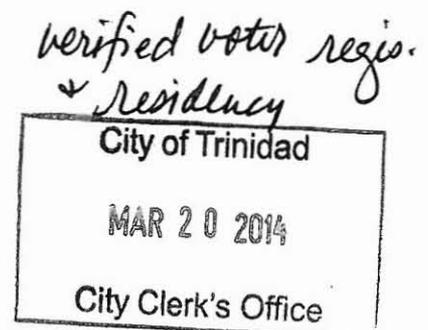
I am a retired science teacher with 43 years of experience. I am active in the Trinidad Craft Alliance. I have worked as a volunteer in the Books & More bookstore in support of the library.

I thank you for your consideration.

Sincerely,



Lawrence P. Kiefer  
105 E. 6<sup>th</sup> Street  
Trinidad, CO 81082  
719-422-8039  
[kieferlawrence@yahoo.com](mailto:kieferlawrence@yahoo.com)



CITY OF TRINIDAD, COLORADO

ORDINANCE NO. 1912

AN ORDINANCE REPEALING § 2-57 OF ARTICLE 13 ("AGENCIES, BOARDS, BUREAUS AND COMMISSIONS") OF CHAPTER 2 ("ADMINISTRATION") OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, PERTAINING TO THE LIBRARY BOARD OF TRUSTEES; CREATING A LIBRARY DEPARTMENT WITHIN THE CITY OF TRINIDAD; AND ESTABLISHING A LIBRARY ADVISORY BOARD

WHEREAS, Chapter VIII, § 8.2, of the Home Rule Charter for the City of Trinidad, Colorado, provides that the City Council "may create any board or commission including corporate, advisory, and appeal boards, provided that no such board or commission shall have the authority to perform functions or duties otherwise assigned in [the] Charter or to interfere with any function or duty of any individual or department or other provision of [the] Charter."; and

WHEREAS, the Library Board of Trustees has heretofore been preserved by the adoption of § 2-57 of Article 13 ("Agencies, Boards, Bureaus and Commissions") of the Code of the City of Trinidad, Colorado; and

WHEREAS, Chapter VI, § 6.5(g), of the Home Rule Charter for the City of Trinidad, Colorado, provides that the City Manager may recommend to the City Council any proposal he or she thinks advisable to establish administrative departments; and

WHEREAS, upon the recommendation of the City Manager, the City Council has determined that the establishment of the City of Trinidad's Carnegie Public Library as a municipal department of the City of Trinidad and the dissolution of the Library Board of Trustees would be of benefit to the citizens of the City of Trinidad in that it would:

- (a) Address administrative and financial accountability of the library in a positive manner;
- (b) Result in economies in the library budget through assumption by existing City administration of all administrative tasks and functions, such as accounting, personnel administration, purchasing, insurance coverage, and building maintenance; and
- (c) Allow the Library Board of Trustees to be re-constituted from an intermediary, political body with responsibilities of governance to a board serving in an advisory capacity; and

WHEREAS, it is the intent of the City Council that, through the dissolution of the Library Board of Trustees and the creation of a new library department within the City administration, the library remain available for the enhancement and better education of the citizens of Trinidad.

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

**Section 1. Creation of Library Department.** A new Article 8 of Chapter 2 ("Administration") of the Code of the City of Trinidad, Colorado, is hereby enacted, to read in its entirety as follows:

## ARTICLE 8. LIBRARY DEPARTMENT

### Section 2-32. Library Department.

There is established a Library Department within the City of Trinidad for purposes of administering and operating the City's public library, with such administration and operation to be with the advice and recommendations of the Library Advisory Board. Through the creation of a separate Library Department within the City of Trinidad, it is the express desire and intent of the City Council that the library remain, at all times, an independent learning facility available for the educational benefit of the public at large. All personnel of the Library Department shall be personnel subject to the terms and

provisions of personnel policies adopted and/or amended from time to time by the City Council. The City Manager shall have sole and exclusive authority over all Library Department personnel.

**Section 2. Dissolution of Library Board of Trustees; Establishment of a Library Advisory Board.** Section 2-57 of Article 13 ("Agencies, Boards, Bureaus and Commissions") of Chapter 2 ("Administration") of the Code of the City of Trinidad, Colorado, is hereby repealed in its entirety and re-enacted as follows:

**Section 2-57. Library Advisory Board.**

(1) Library Advisory Board Created. There is created an advisory board, to be known as the Library Advisory Board (hereinafter, the "Board"), consisting of five (5) members who shall serve in advising the City concerning the operations of the City's public library.

(2) Membership. The City Council shall appoint five (5) members to the Board. The terms of office of two (2) of the members so appointed shall expire on the first Monday in January, 2012; the terms of office of two (2) of the members so appointed shall expire on the first Monday in January, 2013; and the term of office of the other member so appointed shall expire on the first Monday in January, 2014. Each year thereafter, there shall be appointed, in a similar fashion, a member or members to fill the expiring terms. The new term of each appointee appointed in 2012 and thereafter shall be for a term of three (3) years. Each member shall serve until his or her successor is duly appointed. The City Council shall appoint a successor to fill any vacancy occurring in the Board's membership and to serve for the balance of the unexpired term.

(3) Meetings; officers. The Board shall hold one (1) regular meeting each month at such time and place as it may provide by resolution, and such special meetings as it may from time to time determine necessary, provided that all such meetings shall comply with the Colorado Sunshine Act as set forth in § 24-6-101 *et seq.*, C.R.S. On an annual basis, the Board shall elect from its membership a chairperson, vice chairperson, and secretary. A majority of the Board shall constitute a quorum and all action by the Board shall be taken by a majority thereof and not otherwise.

(4) Powers and duties. The Board shall have the following powers and duties:

- (a) In all cases, unless otherwise specifically enumerated in this Subsection, the Board shall act as advisor to the Library Director, the City Manager, and the City Council on matters associated with the library.
- (b) In cooperation with the Library Director, the Board shall compile and edit comments, complaints, suggestions, and other information from the users of the library, as concerns the operation, management, and use of the library facility; with that information to be edited and forwarded to the City Manager for consideration.
- (c) The Board shall establish in writing, subject to approval by City Council, a formal procedure by which complaints or objections from citizens concerning the type of and/or content of materials available to the public at the library are received, reviewed, and given a fair and impartial hearing. The Board shall have exclusive authority to determine whether such materials shall be retained.

- (d) The Board shall make a written annual report to the City Council, not later than July 31<sup>st</sup> of each calendar year, in which the Board shall:
  - (i) Assess the strengths and weaknesses of the library's service to the community;
  - (ii) Make recommendations on short- and long-term goals that will improve library service;
  - (iii) Make prioritized recommendations on capital improvements needed to improve the library; and
  - (iv) Recommend such other policies, programs, procedures, or guidelines which, if adopted, would enhance the operation of the library.
- (e) If requested by the City Manager or Library Director, the Board may assist in the selection process for screening of applicants for various professional positions within the library staff.
- (f) If requested by the Library Director, the Board may assist the Library Director in establishing a fine schedule for overdue books and materials.
- (g) Subject to the approval of the City Manager, the Board may establish the library's hours of operation.

(5) Limitations of powers.

- (a) All budgetary powers, expenditures, and revenues shall be exclusively controlled by the City Council. However, it is hereby recognized that the Board may, on a case-by-case basis, exercise control over non-monetary donations to the library and/or charitable organizations associated with the library.
- (b) All personnel matters shall be exclusively controlled by the City Manager.
- (c) Except as provided in Subsection (4) herein, all other actions of the Board are restricted to matters of an advisory nature, and in the manner of recommendation.

(6) Legal advisor. The City Attorney shall be the legal advisor of the Board and render all legal services required by the Board without additional compensation, unless such additional compensation is first authorized by the City Council.

(7) Liaison. The City Council may, at its option, appoint from its membership a liaison to the Board to facilitate communications between the City Council and the Board. A liaison shall not have a vote in any matters being considered by the Board.

(8) Library Personnel. Except as provided in Subsection (4) herein, neither the Board nor any of its members shall direct or request that it take part in the employment or removal of library

personnel. Violation of this Subsection by a member of the Board shall constitute misconduct and may subject him or her to removal for just cause by a majority vote of the City Council.

**Section 3. Severability.** If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

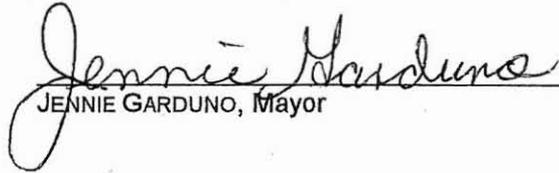
**Section 4. Effective Date.** This ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER TOUPAL, READ AND ORDERED PUBLISHED this 15th day of February, 2011.

PASSED AND APPROVED this 1st day of March, 2011.

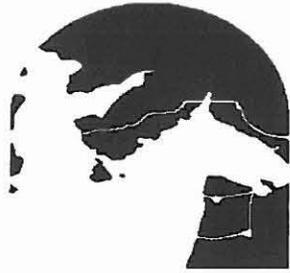
THE EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the 11<sup>th</sup> day of March, 2011.

CITY OF TRINIDAD, COLORADO

  
JENNIE GARDUNO, Mayor

ATTEST:

By:   
AUDRA GARRETT, City Clerk



CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

3

**CITY COUNCIL MEETING:** April 8, 2014  
**PREPARED BY:** Les Downs, City Attorney  
**DEPT. HEAD SIGNATURE:**  
**# OF ATTACHMENTS:** 1

**SUBJECT:** Consideration of an ordinance amending the number of medical marijuana licenses that may be issued within the corporate City limits

**PRESENTER:** Les Downs, City Attorney

**RECOMMENDED CITY COUNCIL ACTION:** Consider the language contained within the ordinance to amend the current ordinance

**SUMMARY STATEMENT:** N/A

**EXPENDITURE REQUIRED:** N/A

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** This ordinance would allow all conditional use permit applicants through end of day on March 28, 2014 to pursue a medical marijuana license

**ALTERNATIVE:** Consider alternate language

**BACKGROUND INFORMATION:**

- This ordinance would lift the restriction contained in Ordinance No. 1955 from five to essentially the 15 CUP application received by March 28, 2014.
- As proposed it would disallow the acceptance of any further center applications thereby reducing that number by attrition.

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## CITY OF TRINIDAD, COLORADO

### ORDINANCE NO.

#### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, AMENDING THE NUMBER OF MEDICAL MARIJUANA LICENSES THAT MAY BE ISSUED WITHIN THE CORPORATE CITY LIMITS**

WHEREAS, on March 4, 2014, the Trinidad City Council approved Ordinance No. 1955 which established regulations and licensing requirements for medical marijuana businesses; and

WHEREAS, a requirement of the regulations was the acquisition of a conditional use permit by the applicants to be included with their local license application; and

WHEREAS, there was an unanticipated interest from those who wished to pursue these licenses realized through the number of conditional use permit applications received by the City; and

WHEREAS, to encourage free enterprise and to make the process fair to applicants, City Council wishes to amend Ordinance No. 1955 to allow for the processing of additional licenses beyond the original five identified in said ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that Article 11, Chapter 14, Section 14-202, License Required, is hereby repealed and re-enacted in its entirety as follows:

#### **14-202. License Required.**

It is unlawful for any person to own or operate a medical marijuana business, as that term is defined in this ordinance, without first obtaining a license as provided in this article. The following three types of business operations as defined in the Colorado Medical Marijuana Code C.R.S. 12-43.3-101 et seq. may be licensed hereunder: Medical marijuana centers and medical marijuana-infused products manufacturing and optional premises cultivation operation. All applications for conditional use permits received by the City Planning Department by 5:00 p.m. on March 28, 2014, for the purpose of licensure under this Article, and which are ultimately approved by the Planning, Zoning and Variance Commission, may be considered by the local authority for a medical marijuana business license. Thereafter, no additional applications for medical marijuana centers shall be received or acted upon by the local authority.

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_, READ AND ORDERED PUBLISHED, this \_\_\_\_ day of \_\_\_\_\_, 2014.

FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

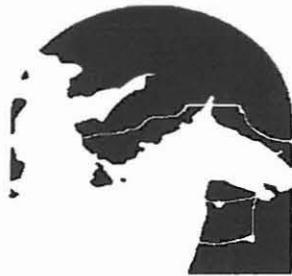
EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOSEPH A. REORDA, Mayor

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, City Clerk

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CITY OF TRINIDAD, COLORADO  
1876

## COUNCIL COMMUNICATION

**CITY WORK SESSION:** April 8, 2014  
**PREPARED BY:** Tara Marshall  
**DEPT. HEAD SIGNATURE:**  
**# OF ATTACHMENTS:** 1

**SUBJECT:** Consideration of an agreement between the City of Trinidad and the Colorado Department of Local Affairs for the purpose of updating the City of Trinidad Comprehensive Plan, the Land Development Code and the Zoning Map

**PRESENTER:** Louis Fineberg, Planning Director

**RECOMMENDED CITY COUNCIL ACTION:** Review the agreement between City of Trinidad and DOLA and schedule for approval at the next regular City Council Meeting.

### SUMMARY STATEMENT:

The City of Trinidad Planning Department is proposing to update and revise the City's comprehensive plan as well as its land development codes and zoning map. The comprehensive plan was last updated in 2008. As the primary policy document that guides land use as well as the physical and economic development of the City, the regular updating of the plan is essential to maintain the organized and controlled growth of the municipality. Similarly, the City's zoning map and land development codes have not been updated since their adoption in 1976. Upon completion of the comprehensive plan update, the City will utilize the development goals incorporated within it to guide the revisions to the zoning map and development codes.

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

**SOURCE OF FUNDS:** 2014 budgeted expense in the Planning Department budget portion of the City's General Fund Budget. Due to length of project portion of cash match may be in 2015.

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

**ALTERNATIVE:** Not updating the documents at this time.

### BACKGROUND INFORMATION:

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

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**GRANT AGREEMENT**

**Between**

**STATE OF COLORADO  
DEPARTMENT OF LOCAL AFFAIRS**

**And**

**CITY OF TRINIDAD**

**Summary**

Award Amount: \$150,000.00

**Identification #s:**

Encumbrance #: F14S7375 (DOLA's primary identification #)  
Contract Management System #: 66392 (State of Colorado's tracking #)

**Project Information:**

Project/Award Number: EIAF 7375  
Project Name: Trinidad Comp. Plan & Land Development Code Update  
Performance Period: Start Date: \_\_\_\_\_ End Date: 02/29/16  
Brief Description of Project / Assistance: The Project consists of updating the City of Trinidad's comprehensive plan, land use development codes and zoning map.

**Program & Funding Information:**

Program Name: Energy & Mineral Impact Assistance Fund  
Funding source: State Funds  
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A  
Funding Account Codes: 152 FBA0 127 5110

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EXHIBIT A – APPLICABLE LAWS

EXHIBIT B – SCOPE OF PROJECT

EXHIBIT C – RESERVED.

EXHIBIT D – RESERVED.

EXHIBIT E – PROJECT PERFORMANCE PLAN

EXHIBIT F – RESERVED.

EXHIBIT G – FORM OF OPTION LETTER

FORM 1 – RESERVED.

**1. PARTIES**

This Agreement (hereinafter called “Grant”) is entered into by and between the **CITY OF TRINIDAD** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

**2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.**

This Grant 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 Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A.  The Effective Date.
- B.  The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C.  insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

### 3. RECITALS

#### A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

#### B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

#### C. Purpose

The purpose of this Grant is described in **Exhibit B**.

#### D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### 4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

#### A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

#### B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

#### C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

#### D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

#### E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

#### F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

#### G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

#### H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

#### I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

#### J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

**K. Project**

“Project” means the overall project described in **Exhibit B**, which includes the Work.

**L. Project Closeout**

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

**M. Program**

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

**N. Review**

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

**O. Services**

“Services” means the required services to be performed by Grantee pursuant to this Grant.

**P. Status Report(s)**

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

**Q. Subcontractor**

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

**R. Subgrantee**

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

**S. Subject Property**

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

**T. Substantial Progress in the Work**

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

**U. Work**

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

**V. Work Product**

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

**5. TERM**

**A. Initial Term-Work Commencement**

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **February 29, 2016** unless sooner terminated or further extended as specified elsewhere herein.

**B. Two Month Extension**

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

### B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

### C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

## 7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

### A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$150,000.00 (ONE HUNDRED FIFTY THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

### B. Payment

#### i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

#### ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

#### iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

#### iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

### C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

**i. Budget Line Item Adjustments.**

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments over 10% but less than 24.99% (a “Minor Line Item Adjustment”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit G (each an “Option Letter”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**ii. Overall Budget Adjustments.**

Modifications to the overall Budget shall be made in accordance with §4.5 of Exhibit B. For overall Budget adjustments less than 24.99% (a “Minor Budget Adjustment”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**iii. Setting Final Initial Budget.**

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with §4.5.1.1 of Exhibit B. If such True-up Budget Proposal (as such term is defined in §4.5.1.1 of Exhibit B) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

**D. Matching/Leveraged Funds**

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

**8. REPORTING - NOTIFICATION**

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

**A. Performance, Progress, Personnel, and Funds**

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

**B. Litigation Reporting**

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

**C. Performance Outside the State of Colorado and/or the United States**

*[Not applicable if Grant Funds include any federal funds]* Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

**D. Noncompliance**

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

**E. Subgrants/Subcontracts**

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

## 9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

### A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

### B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

### C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

### D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

### A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

### B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

**C. Use, Security, and Retention**

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

**D. Disclosure-Liability**

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

**11. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

**12. REPRESENTATIONS AND WARRANTIES**

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

**A. Standard and Manner of Performance**

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

**B. Legal Authority – Grantee and Grantee's Signatory**

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee's authority to enter into this Grant within 15 days of receiving such request.

**C. Licenses, Permits, Etc.**

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

### 13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

#### A. Grantee

##### i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

##### ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

#### B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

##### i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

##### ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

##### iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

##### iv. Malpractice/Professional Liability Insurance

This section  shall |  shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

##### v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

**vi. Property Insurance**

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

**vii. Flood Insurance**

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

**viii. Builder's Risk Insurance**

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

**ix. Pollution Liability Insurance**

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

**C. Miscellaneous Insurance Provisions**

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.
- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,
- iv. Additional Insured**  
Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).
- v. Primacy of Coverage**  
Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.
- vi. Cancellation**  
The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.
- vii. Subrogation Waiver**  
All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

**D. Certificates**

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

**14. BREACH**

**A. Defined**

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

**B. Notice and Cure Period**

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

**15. REMEDIES**

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

**A. Termination for Cause and/or Breach**

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**B. Early Termination in the Public Interest**

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

**i. Method and Content**

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

**ii. Obligations and Rights**

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

**iii. Payments**

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

**C. Termination for No Substantial Progress in the Work**

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in Exhibit E – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under Exhibit B. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

**i. Obligations and Rights**

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

**ii. Payments**

The State shall reimburse Grantee only for accepted performance up to the date of termination.

**iii. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

**D. Remedies Not Involving Termination**

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

**i. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

**ii. Withhold Payment**

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

**iii. Deny Payment**

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

**iv. Removal**

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

**v. Intellectual Property**

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

**16. NOTICES and REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**A. State:**

Chantal Unfug, Division Director  
Division of Local Government  
Colorado Department of Local Affairs  
1313 Sherman Street, Room 521  
Denver, Colorado 80203  
Email: chantal.unfug@state.co.us

**B. Grantee:**

Joseph Reorda, Mayor  
City of Trinidad  
125 N. Las Animas  
Trinidad, Colorado 81082  
Email: n/a

**17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE**

This section  shall |  shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered

to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

#### 18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

#### 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

#### 20. RESTRICTION ON PUBLIC BENEFITS

This section  shall |  shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
  - i. That he or she is a United States citizen or legal permanent resident; or
  - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

## 21. GENERAL PROVISIONS

### A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

### B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

### C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

### D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

### E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

### F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

### G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

### H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

### I. Use Covenants

This section  shall |  shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

### J. Modification

#### i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director  
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of Exhibit B and the Principal Representative in §16.
- b) Approval by DOLA Controller  
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

**ii. By Operation of Law**

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

**K. Order of Precedence**

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

**L. Severability**

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

**M. Survival of Certain Grant Terms**

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

**N. Taxes**

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

**O. Third Party Beneficiaries**

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

**P. Waiver**

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

**Q. 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.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## 22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. **CONTROLLER'S APPROVAL. CRS §24-30-202 (1).**

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. **FUND AVAILABILITY. CRS §24-30-202(5.5).**

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

iii. **GOVERNMENTAL IMMUNITY.**

No term or condition of this Grant 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, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. **INDEPENDENT CONTRACTOR**

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. **COMPLIANCE WITH LAW.**

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. **CHOICE OF LAW.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. **BINDING ARBITRATION PROHIBITED.**

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

**x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.**

*[Not applicable to intergovernmental agreements]* Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services]* Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

**xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.**

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS GRANT**

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

**GRANTEE  
CITY OF TRINIDAD**

By: \_\_\_\_\_  
Name of Authorized Individual (print)

Title: \_\_\_\_\_  
Official Title of Authorized Individual

\_\_\_\_\_  
\*Signature

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

**STATE OF COLORADO  
John W. Hickenlooper, GOVERNOR  
DEPARTMENT OF LOCAL AFFAIRS**

By: \_\_\_\_\_  
Reeves Brown, Executive Director

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

**PRE-APPROVED FORM CONTRACT REVIEWER**

By: \_\_\_\_\_  
Bret Hillberry, State Grants Program Manager

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

**ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

**STATE CONTROLLER  
Robert Jaros, CPA**

By: \_\_\_\_\_  
Barbara M. Casey, CPA, Controller Delegate

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

**EXHIBIT A – APPLICABLE LAWS**

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC 552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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## EXHIBIT B – SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Energy Impact.** The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK.

**2.1. Project Description.** The Project consists of updating the City of Trinidad’s comprehensive plan, land use development codes and zoning map.

**2.2. Work Description.** The City of Trinidad (Grantee) will update its 2008 comprehensive plan and 1976 land use development codes and zoning map. The City will hire a consultant to assist and support the work to update the comprehensive plan, land use development codes and zoning. City of Trinidad Department of Planning staff will direct and facilitate the process and direct the writing of the plan; this time will be contributed as in-kind to the Project and is valued at \$25,000.00. Grantee will own all documents produced as a result of this Work.

**2.2.1.**A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.**Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: professional consultant services for all work that is associated with updating of the comprehensive plan, land use development codes and zoning map.

**2.6. Cost Savings.** Cost Savings derived while completing the Project shall be:

**2.6.1.** split on a pro-rata basis between the State and Grantee

**2.6.2.** returned to the State

### 3. DEFINITIONS

**3.1.** “Cost Savings” means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee’s matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

**3.2.** “Cumulative Budgetary Line Item Changes” means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

**3.3.** Project Budget Line items.

**3.3.1.**“Consultant Services” means consultant fees, RFP/bid advertisements, and attorney’s fees.

**3.4.** “Project Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

### 4. DELIVERABLES

**4.1. Outcome.** The final outcome of this Grant is the establishment of a common, unified vision for the City’s growth and development, as well as land use and development codes that support the achievement of this vision.

- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Trinidad, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the performance measures detailed in **Exhibit E**.
- 4.4. Budget Line Item Adjustments.** Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- 4.4.1.** Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.
- 4.4.2.** All changes to individual budget lines amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.
- 4.4.3.** All changes to individual budget lines amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.
- 4.4.4. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.
- 4.5. Overall Budget Adjustments.**
- 4.5.1.** All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.
- 4.5.1.1. Exception for Setting Final Initial Budget.** Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(c)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.
- 4.5.2.** All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall

include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

**4.5.3. Signature Authority.** All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “**Budget Proposal**”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

**4.6. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

**4.7. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

## 5. PERSONNEL

**5.1. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

**5.2. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of Louis Fineberg, Planning Director (louis.fineberg@trinidad.co.gov), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

**5.3. Other Key Personnel: Tara Marshall, Best & Brightest Intern (tara.marshall@trinidad.co.gov).** Such key personnel shall be updated through the approval process in §5.1.

## 6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

**6.1. Matching Funds.** Grantee shall provide the required (*see checked item*)  Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

**6.2. Budget**

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	\$200,000	\$150,000	\$25,000 \$25,000	Grantee Cash Grantee In-kind
<b>Total</b>	<b>\$200,000</b>	<b>\$150,000</b>	<b>\$50,000</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$142,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$7,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$150,000</b>	

**7.2. Remittance Address.** If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

City of Trinidad  
 P. O. Box 468  
 Trinidad, Colorado 81082

**7.3. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

**8.1.2. Final Reports.** Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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# EXHIBIT E – PROJECT PERFORMANCE PLAN

<b>Funding:</b> EIAF	<b>Name of Grantee</b> City of Trinidad	
<b>Project Number:</b> 7375	<b>Name of Project</b> Comp. Plan & Land Development Code Update	
<b>DESCRIPTION OF PROJECT:</b>	The Project consists of updating the City of Trinidad's comprehensive plan, land use development codes and zoning map.	

**DLG Staff:** Lee Merkel - Regional Manager (719) 544-6577 LM      Bill Gray - Regional Assistant (719) 924-2087 BG

MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...	
Publish RFP.	June 30, 2015	Review RFP for project file. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Award and finalize subcontract(s) and/or sub-grant(s).	August 31, 2015	Review selection and award documentation, and copy of subcontract(s) and/or sub-grant(s) for project file. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Contractor mobilization.	Within 30 days of the Effective Date of the subcontract(s).	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Complete draft comprehensive plan.	March 31, 2015	Review draft comprehensive plan. Provide feedback to Grantee identifying issues or concerns, if any.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Complete draft of land use and land development codes.	September 30, 2015	Review draft codes. Provide feedback to Grantee, identifying issues or concerns if any.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Project Completion.	February 29, 2016	Review past quarterly reports and review final report.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>

<p>Submit <b>quarterly progress reports</b>, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>2<sup>nd</sup> Quarter 2014  3<sup>rd</sup> Quarter 2014  4<sup>th</sup> Quarter 2014  1<sup>st</sup> Quarter 2015  2<sup>nd</sup> Quarter 2015  3<sup>rd</sup> Quarter 2015  4<sup>th</sup> Quarter 2015  1<sup>st</sup> Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) An adequate percentage of the comprehensive plan and code documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information is adequate in depth and detail to provide options to the City for making decisions regarding appropriate and efficient future development as described in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>July 30, 2014  October 30, 2014  January 30, 2015  April 30, 2015  July 30, 2015  October 30, 2015  January 30, 2016  April 30, 2016</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p> <p><b>ACHIEVED: <u>MM/DD/20YY</u></b></p>
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Submit, at a minimum <b>quarterly</b> basis, <b>pay requests</b> and supporting documentation of expenses.	July 30, 2014 October 30, 2014 January 30, 2015 April 30, 2015 July 30, 2015 October 30, 2015 January 30, 2016 April 30, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>
Submit the <b>Project Final Report</b> to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	May 29, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	<b>ACHIEVED: <u>MM/DD/20YY</u></b>

### QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<b><u>Month</u></b> January <b><u>Amount</u></b>
<b><u>Month</u></b> January <b><u>Amount</u></b>
<b><u>Month</u></b> January <b><u>Amount</u></b>
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?



## EXHIBIT G Form of Option Letter

Date:	Original Grant CMS #:	Option Letter #	CMS Routing #
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**1) OPTIONS:**

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

**2) REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- a. For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

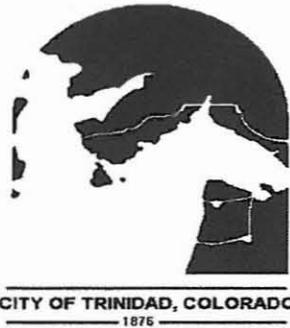
**3) Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or Insert start date, whichever is later.

<p><b>STATE OF COLORADO</b>  <b>John W. Hickenlooper GOVERNOR</b>                  Colorado Department of Local Affairs</p> <hr/> <p>By: Reeves Brown, Executive Director</p> <p>Date: _____</p>
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**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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

<p><b>STATE CONTROLLER</b>  <b>Robert Jaros, CPA</b></p> <p>By: _____                  Barbara M. Casey, Controller Delegate</p> <p>Date: _____</p>
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## COUNCIL COMMUNICATION

**CITY COUNCIL WORK-SESSION:** April 8, 2014  
**PREPARED:** April 2, 2014  
**DEPT. HEAD SIGNATURE:**  
**# OF ATTACHMENTS:** 2

**SUBJECT:** Consideration of an Ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination

**PRESENTER:** Tom Acre, City Manager

**RECOMMENDED CITY COUNCIL ACTION:** As per request of City Council, this item was tabled at the April 1, 2014 Regular meeting for further discussion and consideration of an ordinance regarding the recommended backflow prevention methods and scheduling the approval of the ordinance by City Council at a future regular meeting.

**SUMMARY STATEMENT:**

The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the city's public water system, comply with Article 12 of the Colorado Drinking Water Regulations and protect the city's water supply. The ordinance shall allow staff to implement the program to identify possible cross connections, ensure that cross connection control devices are installed where needed, and to set forth the schedule of periodic testing of the installed control devices. It should be noted that the city is not in compliance and may be subject to future penalties.

**EXPENDITURE REQUIRED:** The costs associated with the installation, maintenance and the inspection of the backflow preventers will be the customer's responsibility; however, city facilities will be required to comply with the ordinance and staff will have to survey the needs of city facilities to determine the cost.

**SOURCE OF FUNDS:** City Department Budgets - based upon designated location of backflow device within city owned facilities.

**POLICY ISSUE:**

A Backflow Prevention/Cross Connection Program is mandated and necessary to comply with Article 12 of the Colorado Drinking Water Regulations. The approval of the ordinance will allow staff to implement and enforce the program and protect the City's water supply by preventing cross connection and backflow problems.

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**ALTERNATIVE:** City Council could request modifications to the proposed ordinance.

**BACKGROUND INFORMATION:**

The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the public water system, comply with Article 12 of the Colorado Drinking Water Regulations and protect the city's water supply. The implementation of the program will allow staff to identify possible cross connections, ensure that cross connection control devices are installed where needed, and ensure the installed devices are tested regularly. The cross connection/backflow prevention ordinance was provided to City Council on January 10, 2012 for discussion during a work session by then Superintendent Jim Fernandez. The cost to the customers was discussed by City Council members at length and at the time City Manager Gil de Rubio was also working on an energy audit in hopes of offsetting some of the cost to the customers created by the imposition of requirements of the ordinance. The implementation of the program was postponed at that time and due to employee turnover the ordinance was further delayed. It is now necessary to bring this issue to the forefront to comply with the state mandate.

# Attachment 1

## Additional Information and/or Questions:

As I mentioned in the meeting, there are three (3) elements involved with the cost of the backflow device:

- 1) Actual cost of device: Range of \$250-\$550 depending on size  
The cost will vary depending on size and type but a general price range is \$250 – up to \$550 for ¾” – 2” backflow devices. The need for a larger size device will be more expensive (i.e. -6” Backflow Device costs \$6,900).
- 2) Installation of device: N/A –obtain cost from a licensed plumber  
The cost of the installation of device is based upon charges from a licensed plumber.
- 3) Inspection and testing of the device: Approximately \$55.00 per test  
The cost of the testing is approximately \$55.00 per test which is dependent upon the fees imposed by licensed and certified cross connection technician.

The Cross Connection Control Program will involve several steps as the program is implemented

- 1) Educate/inform the public: **May/June 2014**-however education needs to be a continuous process.
- 2) Identify personnel to implement plan (in progress)
- 3) Survey and identify cross-connections: **June/July/August 2014**-During this step, the entire water customer list will be evaluated to identify customers who are most likely to have very high, and high, hazard connections. Connections that are found to potentially be extremely hazard will be immediately contacted and given a time frame to comply with regulations. Staff will need to provide guidance to ensure compliance with the regulation.
- 4) Ensuring the devices are installed, maintained, and tested
- 5) Ensuring records are maintained



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE CONTROL OF CROSS-CONNECTIONS  
IN ORDER TO PREVENT BACKFLOW AND PROTECT THE CITY'S WATER  
SUPPLY SYSTEM FROM CONTAMINATION

**WHEREAS**, the City of Trinidad's Water Department is a water activity enterprise of the City of Trinidad that operates and maintains a public water system for the use and benefit of the inhabitants of the City and other water users within its service area; and

**WHEREAS**, the federal Safe Drinking Water Act, codified as 42 USC § 300f, et seq., and the regulations promulgated with respect thereto, create a duty for federal, state and local authorities to do those things necessary to protect public water systems, such as the City's, from the entry of contaminants that could be harmful to the health of persons connected to and otherwise using such system; and

**WHEREAS**, federal law authorizes civil and criminal actions against persons, including governmental entities that operate water supply systems, that fail to comply with lawful orders issued pursuant to the Safe Drinking Water Act and associated regulations; and

**WHEREAS**, the State of Colorado has adopted a statute generally making it unlawful for any person, including local governments and the officials thereof, to willfully violate, disobey or disregard any public health law of the state (see § 25-1-114, C.R.S.); and

**WHEREAS**, in response to the federal mandate in the Safe Drinking Water Act, this Colorado statute specifically makes it unlawful for any person to make, install or maintain any cross-connection between a water system providing drinking water to the public and any pipe, plumbing fixture or water system which contains water of a quality below the minimum general standards for drinking water supplied to the public [§ 25-1-114(1)(h), C.R.S.]; and

**WHEREAS**, in addition to possible criminal penalties, Colorado law permits the institution of civil actions and the imposition of civil penalties against those who violate state public health standards and regulations (§ 25-1-114.1, C.R.S.); and

**WHEREAS**, the Colorado Primary Drinking Water Regulations, contained in Article 11 as it currently exists or as may be amended thereof, mandates that a public water system shall have no uncontrolled cross connections to pipes, fixtures or supplies that contain water not meeting minimum state standards for drinking water and also require all public water system operators to protect their water supply systems from contamination; and

**WHEREAS**, said regulations also enumerate four ways in which a supplier of water "shall protect the public water system," including:

- a. Identification of hazardous service connections;
- b. Requiring system users to install and maintain containment devices on

health hazard service connections;

c. Requiring that containment devices be approved by the water supplier prior to installation; and

d. Requiring that all containment devices be tested and maintained as necessary upon installation and at least annually thereafter, by a trained and certified cross-connection control technician as referenced in the Hazardous Cross Connection Section of the Colorado Primary Drinking Water Regulations; and

**WHEREAS**, in order to comply with the foregoing federal and state mandates, and more importantly to do what is necessary and prudent to protect the City's water supply system and the health and welfare of those connected to its system, the City Council of the City of Trinidad has determined that a cross-connection control ordinance, as hereinafter set forth, should be adopted and enforced.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TRINIDAD**, as follows:

Section 12-86 is hereby added to the City of Trinidad's Municipal Code to read as follows:

CHAPTER 12, ARTICLE 5  
BACKFLOW PREVENTION AND CROSS-CONNECTIONS

Sections:

12-86(1)	Definitions
12-86(2)	Requirements
12-86(3)	Compliance procedures
12-86(4)	Appeals
12-86(5)	Jurisdictional issues and conflicts
12-86(6)	Violation and Penalties

12-86

(1) Definitions

Unless the context specifically indicates otherwise, the meanings of terms used in this Chapter shall be as follows:

a. "Approved backflow prevention assembly" means a backflow prevention assembly described in Foundation for Cross-Connection Control and Hydraulic Research's (FCCC&HR) most current "list of approved backflow prevention assemblies" or American Society of Sanitary Engineers (ASSE).

b. "Backflow" means the undesirable reversal of the direction of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable water supply from any source(s) caused by backpressure and/or backsiphonage.

- c. "Backflow preventer" means a device designed to prevent backflow created by backpressure or backsiphonage.
- d. "Backpressure" means backflow caused by a pump, elevated tank, boiler or means that could create an elevated pressure within the nonpotable system greater than the supply pressure.
- e. "Backsiphonage" means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by negative or sub-atmospheric pressure in the potable water supply system.
- f. "Certified cross-connection control technician" means a person who has the responsibility for the testing, operation and maintenance of cross-connection control devices and is certified as specified in accordance with the provisions of Article 11 of the Colorado Primary Drinking Water Regulations.
- g. "Colorado Cross-Connection Control Manual" means the most recent edition of a manual that has been published by the state addressing cross-connection control practices which will be used as a guidance document for the utility in implementing a cross-connection control program as outlined in Section 12-86(2)
- h. "Containment" means the installation of an approved backflow prevention device, or method, on the water service line(s), so that water delivered to the service line cannot return to the City potable water distribution system due to any backpressure and/or backsiphonage condition which might arise.
- i. "Contamination" means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.
- j. "Cross-connection" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains, or may contain, contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, four-way valve connections, and other temporary or permanent devices through which, or because of which, backflow could occur are considered to be cross-connections.
- k. "City Manager" means the City Manager of the City of Trinidad or, if this person is not available, his or her subordinate designated by the City Manager in writing.

- l. "Hazard degree" means an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
- m. "Isolation" means a backflow device installed on a branch of the internal plumbing to protect the customer's water system.
- n. "Non-potable water" means water that is not safe for human consumption or that is of questionable quality.
- o. "Plumbing Codes" means the most recent edition of the plumbing codes that has been published by International Code Council and adopted by city ordinance.
- p. "Pollution" means the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.
- q. "Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform with State of Colorado Department of Public Health and Environment Primary Drinking Water Regulations.
- r. "Utility" means the City of Trinidad's Water Department, a water activity enterprise of the City of Trinidad.
- s. "Water service connection" means the customer's water service connection from the point of tap on the public potable water system; to the point where the service line enters the customer's structure (residential or business) including the customer's stop box or shut-off valve or meter, whichever comes first, from the utility water main. There shall be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include any other temporary or emergency water service connections from a fire hydrant or any connection to the public potable water system.

## (2) Requirements

### a. Implementation and Enforcement of a Cross-Connection Control Program

(I) The City Manager and/or his or her designee is vested with the authority and responsibility for implementing and enforcing an effective cross-connection control program in accordance with the provisions of this Chapter.

### b. Backflow Preventers Required At All Service Connections.

(I) The City Manager and/or his or her designee will identify those customers who are likely to have a cross connection and an approved backflow preventer shall be required to be installed at any uncontrolled water service connection for the safety and protection of the City's water supply system and water users connected to that system.

(II) Property owner's and/or Agent's of the property shall be required to obtain a Backflow Service Permit (BSP) prior to the installation of the backflow prevention device. The installation of the backflow preventer must be performed by a licensed a plumber or certified cross connection control technician. The city reserves the right to impose a fee for the issuance of the Backflow Service Permit.

c. The City Manager and/or his or her designee shall have the authority to specify the type of backflow preventer to be installed at each service connection. The decision with respect to the type of backflow preventer that will be required in any specific situation shall be based upon:

(I) The degree of hazard posed by the facility connected or to be connected to the City water supply system.

(II) The degree of hazard shall be determined on a case-by-case basis, depending upon the circumstances of each particular case.

(III) In making determinations as to the degree of hazard and the type of device required, owners shall rely upon the latest published edition of the Colorado Cross-Connection Control Manual for guidance and may rely upon other generally accepted authorities, including but not limited to the official publications of the American Society of Sanitary Engineering and Section 608 of the International Plumbing Codes.

(IV) The City Manager and/or his or her designee may give notice in writing to the customer to install such an approved backflow prevention device at each service connection to the customer's premises.

d. Inspections and Testing Procedures.

(I) The City Manager and/or his or her designee has the authority to inspect any system owned and maintained by a utility customer to determine the extent and degree of hazard

e. The City Manager and/or his or her designee shall notify the utility customer/owner at any premises where containment backflow preventers are installed to have certified inspections and operational tests made upon installation of the containment device and at least once per year

thereafter.

(I) The City Manager and/or his or her designee may require certified tests at more frequent intervals if the potential hazard is deemed to be great enough. These inspections and tests shall be performed by a certified cross-connection control technician

f. The City Manager and/or his or her designee reserves the right to inspect or require the inspection of installed backflow preventers at any time to ensure the devices are in proper working order. The devices shall be repaired, overhauled or replaced whenever they are found to be defective. These inspections, tests and repairs shall be at the owners' expense. Records of such tests, repairs and overhaul, including materials and parts changed, shall be filed with the City Manager's office within ten days of such activities. The Utility shall keep and maintain such records in accordance with the requirements of applicable law.

(I) Containment devices will be tested annually according to the Colorado Revised Statutes and Colorado Department of Public Health and Environment Primary Drinking Water Regulations.

(II) If such devices are allowed by the City Manager and/or his or her designee as an acceptable alternative to total containment, isolation devices used to isolate and lower the overall degree of hazard for a property will be tested on a schedule determined by the City Manager and/or his or her designee.

(III) Isolation devices used on lawn irrigation sprinkler devices will be tested upon installation, repair or relocation, but in any event no less often than once annually.

g. Policy

(I) No water service connection to any premises shall be installed or maintained unless the water supply is protected as required by Colorado Revised Statutes, the regulations of the Colorado Department of Public Health and Environment and by this Chapter.

(II) Water service to any premises shall be denied or discontinued, as the case may be, by the Utility if:

(A) A backflow preventer required by this Chapter is not installed within the time period specified; or

(B) An approved backflow preventer has been

removed or bypassed; or

(C) An unprotected cross-connection exists on the premises; or

(D) An approved backflow preventer is not maintained.

(III) Whenever service is denied or discontinued, it shall not be provided or restored until the condition or defect identified in subparagraph 12-86(2)(g)(II) has been corrected.

(IV) The customer's system shall be open for inspection at all reasonable times to authorized representatives of the City Manager and/or his or her designee to determine whether cross-connections or other structural or sanitary hazards, including violations exist.

(V) When, as a result of an inspection, a condition involving a violation results in a health or sanitary hazard is determined to exist, or a utility customer and/or owner fails to properly test, repair, or otherwise maintain a backflow preventer as required, the City Manager and/or his or her designee shall have the option of immediate discontinuance of water service to the premises until the condition has been corrected, or may specify a date for compliance after which time the City Manager and/or his or her designee may discontinue service until the customer has corrected the condition.

h. Installations of Backflow Prevention Devices

(I) At the customer's expense, backflow preventers shall be installed immediately downstream of the water service customer's water meter, whether the meter is a pit set or an interior set. In all cases, backflow preventers must be installed before the first branch line leading off the service line.

(II) With the City Manager and/or his or her designee approval, a backflow preventer may be installed to isolate a hazard and lower the degree of hazard for containment. Such approval shall not be given unless the City Manager and/or his or her designee is convinced that the use of the isolation device will pose no threat to the public water supply system.

(III) All backflow preventers shall be located and installed according to the manufacturer's specifications and in accordance with the Colorado Cross-Connection Control

Manual. The City Manager and/or his or her designee shall review and approve all plans as to the type, location and installation of backflow prevention devices.

(IV) Utility customers and/or owner shall be responsible for the design, installation and maintenance of properly sized and located drains and drain systems whenever the type of backflow preventer specified or approved by the City Manager and/or his or her designee requires a drain.

(V) Plans shall not be modified relative to the type, location or installation of any backflow preventer approved by the City Manager and/or his or her designee without the City Manager and/or his or her designee's prior knowledge and written authorization.

(VI) If the location or removal of the backflow preventer results in the meter becoming contaminated, the customer shall bear the cost of decontamination.

i. Device Testing Equipment

(I) The acceptability of any testing gauge or apparatus shall be determined by the City Manager and/or his or designee.

(II) Any testing gauge, apparatus or scientific instrument utilized for the testing of backflow prevention devices shall be checked for accuracy at least yearly and be in calibration as certified by the cross connection technicians who perform the testing. The City Manager and/or his or her designee may require written certificates or other proof of calibration for such items to be filed with the utility.

(III) At a minimum, all test gauges must meet ASSE-1064 Standards for Gauges

(IV) All Certified Cross-Connection Technicians who perform work in the City shall obtain a contractor's license and file copies of their licenses.

j. Listings Identifying Approved Backflow Prevention Devices.

(I) Any approved backflow prevention assembly required shall be of a type and size approved by the City Manager and/or his or her designee and listed in the FCCC & HR's List of Approved Backflow Prevention Assemblies, American Society of Sanitary Engineers (ASSE) Series 5000 and/or Colorado Plumbing Codes.

### (3) Compliance Procedures

#### a. Installation of Required Devices

(I) Upon completion of inspection of the premises, or, in the case of new construction, on review of the construction plans, the City Manager and/or his or her designee shall notify the owner in writing of the type of device that will be required at each service connection within the owner's facility.

(II) The owner shall, at its expense, purchase and install the device and any necessary plumbing or construction. Such plumbing and construction shall meet all provisions of the Colorado Cross-Connection Control Manual, Plumbing Codes and/or City of Trinidad design standards and construction specifications and must be inspected and approved by the City Manager and/or his or her designee. The device, including any device installed prior to the effective date of this ordinance, shall be the property of the owner.

#### b. Compliance Required

(I) The utility will take necessary action to ensure compliance with the Colorado Department of Health, Primary Drinking Water Regulations, 5 CCR 1003-1, and more specifically Article 11 thereof, and the Colorado Revised Statutes, Section 25-1-114, as amended.

(II) The owner of the premises is required to permit entry to the premises for inspection, testing and maintenance purposes at reasonable times. Failure to permit entry to the premises will result in the premises being regarded as a high hazard, and a reduced-pressure-principle device will be required to protect the City of Trinidad's water supply system.

(III) The owner is required to provide all necessary plumbing and construction needed for the installation of the device. Failure to provide such required plumbing and construction will result in action being taken as provided for in Section 12-86(6)

(IV) A member of the board of appeals or employee of the City of Trinidad charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of

any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provision of this code shall be defended by a legal representative of the jurisdiction until the final termination of the proceedings. The City Manager or any subordinate shall not be liable for the cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

#### (4) Appeals

a. Any decision of the City Manager and/or his or her designee concerning the type of backflow preventer required with respect to any water service connection, may be appealed to the City of Trinidad Board of Building Code Appeals, provided the owner files a notice of appeal to the Office of the City Clerk within 15 days following the date upon issuance of the city's written notice.

b. The notice of appeal shall identify the property owner by name, mailing address, telephone number and email address, if any, and include the address of the owner's facility. In addition, the notice shall:

(I) Identify the City Manager and/or his or her designee's decision, which is being appealed; and

(II) Identify the type of backflow preventer that the owner believes should be installed at the owner's facility; and

(III) Include the owner's reasons for preferring such backflow preventer, instead of the backflow preventer designated by the City Manager and/or his or her designee, with or without written documentation supporting the owner's position.

c. After owner's and/or agent's filing of the notice of appeal, the City Clerk, by written notice specifying the date, time and place of the hearing, shall schedule a hearing. Such hearing shall be conducted within 20 days following the date upon which the notice of appeal was filed, unless the owner and the City Manager both agree to a later hearing date. At the hearing, the owner may present testimony, evidence and arguments in support of the owner's position and the City Manager and/or his or her designee may present testimony, evidence and arguments in support of the City Manager and/or his or her designee's decision.

d. The City Manager's and/or his or her designee's decision shall be affirmed unless the Board of Building Code of Appeals finds that the City Manager's and/or his or her designee's decision was arbitrary or capricious or that such decision violates applicable federal, state or local law. The Board of Building Code of Appeal's decision shall be rendered at the said hearing and the decision shall be final.

e. The paramount issue with respect to any appeal will be whether the type of backflow preventer authorized will adequately protect the public water supply system

f. Before deciding any appeal, the Board of Building Code of Appeals shall consider:

(I) Whether the backflow preventer specified by the City Manager and/or his or her designee is necessary to adequately protect the City's water supply system;

(II) Whether the backflow preventer preferred by the owner would adequately protect the City's water supply system;

(III) Whether the use of the backflow preventer preferred by the owner, when compared to the backflow preventer designated by the City Manager and/or his or her designee, is likely to result in a material decrease in the level of protection to the public water supply system.

g. In cases where an existing structure is being remodeled or reconstructed or where a change in the use of an existing structure will or may create a greater degree of hazard to the public water supply system than previously existed, the City Manager may consider:

(I) Differences in the type of devices and backflow prevention assemblies, when comparing the type of backflow preventer specified by the City Manager and/or his or her designee to the type of backflow preventer preferred by the owner;

(II) Differences in the installation and maintenance of the two types of backflow preventers being compared;

(III) Other significant differences or practical difficulties associated with the use, installation and/or maintenance of the backflow preventers being compared;

(IV) Other relevant life, safety or health concerns raised by the City Manager and/or his or her designee or the owner.

(5) Jurisdictional issues and conflicts:

In the event the provisions of 12-86 are in conflict with the requirements of any plumbing code or regulation applicable in the City of Trinidad, the provisions of 12-86 shall apply to the extent necessary to resolve the conflict and shall be binding upon all plumbing officials performing official duties within the City.

(6) Violations and Penalties

a. The City Manager and/or his or her designee shall notify the owner, or authorized agent of the owner, of the building or premises of a violation of this Chapter. The City Manager and/or his or her designee shall set a specific time for the owner to have the violation removed or corrected. If the owner fails to correct the violation in the specified time, the City Manager and/or his or her designee may, if in his or her judgment decide the connection poses an imminent health hazard, suspend water service to the building or premises. Additional fines or penalties may also be invoked following suspension of service.

b. Violations of this Chapter may be prosecuted in municipal court and, upon conviction thereof, a violator may be fined at a minimum of \$300 and not to exceed \$2,650 per violation, per day.

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_, READ AND ORDERED PUBLISHED, this \_\_\_\_ day of \_\_\_\_\_, 2014.

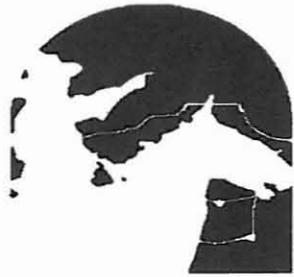
FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOSEPH A. REORDA, Mayor

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, City Clerk



CITY OF TRINIDAD, COLORADO  
1876

# COUNCIL COMMUNICATION

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**CITY COUNCIL MEETING:** April 4, 2014  
**PREPARED BY:** Lonny Medina, Finance Director  
**DEPT. HEAD SIGNATURE:** *Lonny Medina*  
**# OF ATTACHMENTS:** 1

**SUBJECT:** 2013 Audit Engagement Letter from Dixon, Waller & Co, Inc.

**PRESENTER:** Lonny Medina, Finance Director

**RECOMMENDED CITY COUNCIL ACTION:** Consider forwarding to a regular meeting.

**SUMMARY STATEMENT:** Dixon, Waller & Co is scheduled to start the City's yearly Financial Audit on April 22, 2014. This Engagement Letter states the understanding between the Auditor and the City and needs to be approved by City Council and the City Manager.

**EXPENDITURE REQUIRED:** \$28,000.

**SOURCE OF FUNDS:** Budgeted and to be allocated to all Funds.

**POLICY ISSUE:** Required by Charter – Section 9.15.

**ALTERNATIVE:** None.

**BACKGROUND INFORMATION:**

- Dixon Waller & Co has been performing the City's Financial Audit for many years. Their experience and knowledge of the City's Accounting System and Internal Controls enables them to perform an efficient and professional Audit. Their field work is expected to take four weeks with a staff of up to three CPA's. Their audit reports are to be issued no later than June 30, 2014.

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164 E. MAIN  
TRINIDAD, COLORADO 81082  
(719) 846-9241 FAX (719) 846-3352

April 4, 2014

To the City Council and City Manager

We are pleased to confirm our understanding of the services we are to provide City of Trinidad for the year ended December 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Trinidad as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditure and Changes in Fund Balance – Budget and Actual – for the General and Major Special Revenue Funds
- 3) Schedule of Funding Progress – Fire and Police Pensions

We have also been engaged to report on supplementary information other than RSI that accompanies city of Trinidad's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements
- 2) State Required Schedules
- 3) Other Schedules

[The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.]

- 1) None

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the

areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards,

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Trinidad's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately April 22, 2014 and to issue our reports no later than June 30, 2014. Mike Dixon is the engagement partner and is responsible for supervising the engagement and signing the report

or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$28,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered 75% at the completion of fieldwork and 25% when our report is issued. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Trinidad and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Dixon, Waller & Co., Inc.*

Dixon, Waller & Co., Inc.

RESPONSE:

This letter correctly sets forth the understanding of City of Trinidad.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## COUNCIL COMMUNICATION

**CITY COUNCIL WORK SESSION:** April 8, 2014  
**PREPARED BY:** Chris Kelley  
**DEPT. HEAD SIGNATURE:**  
**ATTACHMENTS:** 1

*Chris S. Kelley*

**SUBJECT:** Review of information and discussion regarding building codes.

**PRESENTER:** Chris Kelley, Chief Building Inspector

**RECOMMENDED CITY COUNCIL ACTION:** No action is required at this time. The Chief Building Inspector will go through the building codes and their use with City Council. Staff and Council may also discuss proposed changes to the building codes that may be considered for future action.

**SUMMARY STATEMENT:** Staff with input from City Council previously proposed changes to Chapter 5 – Buildings in the City’s Code of Ordinances to increase the ability for the City to bring enforcement action if buildings are vacant and deteriorating and add some flexibility to certain aspects of the Building Code. The changes were adopted by City Council in December 2013 with the intent to revisit the Building Code in 2014. This work session is intended to provide information to the newly elected members on City Council and serve as a refresher to others. Staff and City Council will have an upcoming special work session on April 17, 2014 to discuss the building codes as specifically related to the renovation and preservation of buildings in the Historic District

**EXPENDITURE REQUIRED:** None at this time.

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Changes to the City’s Code of Ordinances to increase the effectiveness of building code enforcement and to allow alternatives to be considered by the Building Official to certain aspects of the Building Code.

**ALTERNATIVE:** Building codes and processes related to vacant buildings could remain as is.

### **BACKGROUND INFORMATION:**

Staff has previously provided City Council with information regarding the current building ordinance and information on the International Code Council property maintenance code and municipal code. City Council and staff have had several discussions regarding changes that the City should consider to improve how the City’s ordinances and building codes and how we can increase code compliance, and encourage building owners to make the necessary improvements to the buildings to remedy continued deterioration and any life safety issues.

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## CITY OF TRINIDAD, COLORADO

### ORDINANCE NO. 1949

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REPEALING AND RE-ENACTING CHAPTER 5 ("BUILDINGS"), AND ARTICLE 1 OF CHAPTER 8 ("FIRE PREVENTION"), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, FOR THE PURPOSES OF (i) ADOPTING BY REFERENCE UNIFORM CODES FOR THE REGULATION OF BUILDINGS—TO WIT, THE 2009 EDITIONS OF THE *INTERNATIONAL BUILDING CODE*, *INTERNATIONAL RESIDENTIAL CODE*, *INTERNATIONAL FIRE CODE*, *INTERNATIONAL PLUMBING CODE*, *INTERNATIONAL MECHANICAL CODE*, *INTERNATIONAL FUEL GAS CODE*, *INTERNATIONAL EXISTING BUILDING CODE*, *INTERNATIONAL PROPERTY MAINTENANCE CODE*, AND *INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE*; AND THE 2011 EDITION OF THE NATIONAL ELECTRICAL CODE; AND (ii) REPLACING CURRENTLY-ADOPTED BUILDING CODES IN CONFLICT THEREWITH

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, provides that "[t]he City shall have all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the state of Colorado] as fully and completely as though they were specifically enumerated in this Charter."; and

WHEREAS, § 31-15-601 *et seq.*, C.R.S., confers upon the City general powers to establish building and fire safety regulations; and

WHEREAS, the City Council of the City of Trinidad, Colorado, herein desires to adopt by reference uniform codes for the regulation of buildings—to wit, the 2009 editions of the *International Building Code*, *International Residential Code*, *International Fire Code*, *International Plumbing Code*, *International Mechanical Code*, *International Fuel Gas Code*, *International Existing Building Code*, *International Property Maintenance Code*, and *International Private Sewage Disposal Code* and the 2011 edition of the National Electrical Code—to establish minimum requirements to safeguard the public health, safety, and general welfare from fire and other hazards attributed to the built environment.

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

**Section 1. Repeal and Re-enactment of Chapter 5 ("BUILDINGS") of the Code of the City of Trinidad, Colorado.** Chapter 5 ("BUILDINGS") of the Code of the City of Trinidad, Colorado, is hereby repealed and re-enacted in its entirety as follows:

## CHAPTER 5. BUILDINGS.

### ARTICLE 1. IN GENERAL.

#### Section 5-1. In General.

(1) Entity charged with code administration department having jurisdiction or similar words shall be the Chief Building Official (CBO) who shall be ICC certified. The CBO, appointed by

the City Manager, is charged with the direct overall administration and enforcement of this code; and, in the performance of said duties, may delegate the necessary authority to the appropriate technical, administrative and compliance staff under the supervision of the building official.

(2) Authority of the Chief Building Official.

(a) The CBO is hereby authorized and directed to enforce all the provisions of this Article. For such purposes, the Building Official shall have the authority to adopt and promulgate administrative rules and procedures consistent with the provisions of this Article; to interpret and implement the provisions of this Article; to secure the intent thereof; to enforce all provisions of this Article pursuant to the authority granted; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in the adopted building code, or of violating accepted engineering methods involving public safety.

(b) It shall not be a requirement that the CBO be a certified peace officer.

(3) **Policy making power.** The Chief Building Official may promulgate policies and procedures as necessary for his/her department.

For example:

- (a) Issuance of Notice and Order citations
- (b) Stop Work orders
- (c) Contractor licensing
- (d) Payment of fees
- (e) Accepting plans and specifications. The review of said plans and specifications
- (f) Issuing of permits and performing required inspections

(4) **Inspections.**

(a) *Generally.* When necessary to make an inspection to enforce any provisions of this Code, or when the city has reason to believe there exists in any building or upon any land any condition that constitutes a violation of this Code, an authorized city employee or agent may present proper credentials and request entry. If entry is refused or if the owner cannot be located after reasonable effort, the city shall give the owner or, if the owner cannot be located, leave at the building or premises, a written notice of the city's intent to inspect the property. The notice shall set forth the time, not sooner than twenty-four (24) hours after the notice of intent to inspect is given or left, at which the city will return for inspection. The notice shall state that the owner has the

right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a municipal judge of the city, or by a judge of any other court having jurisdiction.

(b) *Search warrants.* Upon application by the city and a showing of probable cause, the judge shall issue a search warrant entitling the city agent to enter the building or the premises and authorizing the use of reasonable force, if necessary, to gain entry. To establish probable cause, the city agent shall not be required to demonstrate specific knowledge of the violation at issue, but must show some factual or practical circumstances that would cause an ordinary prudent person to believe a violation exists.

(c) *Emergencies.* When an emergency situation exists in relation to the enforcement of any of the provisions of this Code, a city agent may enter any building or upon any premises within the city, using such reasonable force as may be necessary. An emergency situation includes any situation of imminent danger of loss of, or injury or damage to, life, limb, property, or threat to public safety. It is unlawful for any owner of the building or premises to deny entry to a city agent or to resist reasonable force used by such agent acting pursuant to this subsection.

(5) **Violations.**

(a) *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

(b) *Notice of violation.* The Chief Building Officer shall serve a notice of violation or order in accordance with Section 107 of the International Property Maintenance Code (IPMC).

(c) *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with Section 107 of the IPMC shall be deemed guilty of a civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be assessed upon the real estate upon which the structure is located and/or a judgment shall be filed against the owner of record.

(i) *Civil judgment.* In any case in which a public nuisance is established, in addition to a permanent abatement order, the City may seek to have the Court impose a separate civil judgment on every part-defendant who committed,

conducted, promoted, facilitated, permitted, failed to prevent or otherwise let happen any public nuisance in or on the parcel that is the subject of the public nuisance action. This civil judgment shall be for the purpose of compensating the City for costs it incurs in pursuing the remedies under this Section.

(d) *Violation penalties.* Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(e) *Abatement of violation.* The imposition of the penalties herein described shall not preclude the City Attorney of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

(f) *Unauthorized tampering.* Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

## **Section 5-2. Abatement of unsanitary or dangerous premises.**

(1) If either the City Manager, the City Engineer, the Building Official or the Fire Marshal determines that any premises within the City are unsanitary, as determined by the County Department of Health and Environment, or dangerous to the life or property of persons or constitute a fire hazard, a written notice of such condition shall be given by the City to the owner, agent or occupant of the property ordering the premises to be put in proper condition within such period as is set out in the notice and order. Such period shall not be less than twenty-four (24) hours.

(2) **Abatement by City in cases of emergency.** Nothing herein shall be deemed to limit the power of the City Manager, City Engineer, Building Official or Fire Marshal, in case of an emergency for the preservation of the public health or safety, to summarily remedy, change, repair, abate or order the evacuation of any dangerous or unhealthy condition found to exist without any notice to any person.

(3) **Abatement of nuisances when property owner absent.** If the lot or premises is not occupied and the owner is not found within the City when the notice is about to be given, the City Council may have the premises cleaned, changed, repaired or the nuisance abated without serving personal notice of any kind upon the owner or agent and may assess the costs against the lot or premises.

(4) **Abatement of nuisances by persons other than City.** Any person ordered to clean, repair, change or make safe any property or abate any nuisance may do so at such person's own expense, if suitable arrangements are made with the City Engineer, Building Official or Fire Marshal, prior to the time when the City shall start carrying out any order made under this Article.

(5) **Provisions to be cumulative.** The provisions of Section 5-2, items 1-5 are cumulative to all other provisions relating to unsanitary and dangerous conditions and to nuisances in this Code.

(6) **Recovery of expenses of abatement.** Once a property owner, agent or occupant of a property has received written notice from the City and the property/premises has not been put in proper condition within twenty-four (24) hours, the City may enter upon such property and abate the nuisance pursuant to the provisions of this ordinance. Actual costs thereof, including five (5) percent for inspection, a minimum fee assessment of fifty (\$50.00) dollars and other incidental costs in connect therewith, shall be assessed upon the property/premises.

In any case in which a public nuisance is established, in addition to a permanent abatement order, the City Attorney may seek remedies permitted by law or equity, including those provided in Section 5-1(5).

### **Section 5-3. Building Maintenance.**

(1) **Nuisance declared and prohibited.** No owner or occupant of any real property within the City shall permit the maintenance or existence on such property of defective roofs, windows and decorative facades as said conditions are more particularly addressed and regulated by provisions of this Article, and such conditions are hereby declared to be a nuisance and a menace to the public welfare. This declaration of nuisance and prohibition shall apply to all locations.

(2) **Maintenance.** All roofs, windows and facades shall be in compliance with the current International Building Codes adopted by the City. In effect, building components must meet the climatic and geographic design criteria which are 90 mph winds, seismic B and 30 pound snow loads.

(3) **Abatement.** The owner of any private property on which a nuisance condition occurs is responsible for abating the nuisance. The owner's failure or refusal to abate a nuisance is a civil infraction. A separate offense shall be deemed committed on each day that a violation occurs or continues. The payment of any penalty does not relieve the offender from compliance with the requirements of this Article.

(4) **Violation and penalties; subsequent violation; suspension or revocation of license.**

(a) Whenever, in this Code or in any ordinance of the City, or rule, regulation or order promulgated by any law officer or agency of the City under authority duly vested in him/her or it, any act or failure to do a required act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided therefore, the violation of any such provision of this Code or any ordinance or any rule, regulation or order as aforesaid shall be punished by a fine of not less than Three

Hundred Dollars (\$300.00) nor to exceed Two Thousand Six Hundred Fifty Dollars (\$2,650.00) or by imprisonment in the City Jail or other place of legal incarceration for not more than ninety (90) days, or by both such fine and imprisonment in the discretion of the court.

(b) If the penalty for a particular offense is limited by State statute, then such limitation shall be applicable notwithstanding the provisions of this section.

(c) The suspension or revocation of any license, certificate or other privilege conferred by the City shall not be regarded as a penalty for the purposes of this Code but shall be in addition thereto.

(5) **Continuing offense.** Unless otherwise specifically provided, each day any violation of this Code occurs or continues to exist shall constitute a separate and distinct offense.

#### **Section 5-4. Exterior Property Maintenance.**

(1) **Nuisance declared and prohibited.** No owner or occupant of any real property within the City shall permit the maintenance or existence on such property of dirt yards, dilapidated fences or walls as said conditions are more particularly addressed and regulated by provisions of this Article, and such conditions are hereby declared to be a nuisance and a menace to the public welfare. This declaration of nuisance and prohibition shall apply only to locations that are visible from a public street or sidewalk. For the purposes of this Section 5-4, the term yard shall mean the open space between buildings and property lines at the front, rear and sides of any property containing one (1) or more buildings which, if newly constructed, would require a certificate of occupancy under this Code.

(2) **Yard maintenance.** No less than twenty five (25) percent of any yard area, excluding sidewalks and driveways, shall be covered with grass, ground cover plants or other landscaping material, such as mulch, decorative gravel, stone or paving bricks. Ground cover consisting of crushed rock, gravel or similar materials shall be one quarter (1/4) inch or larger in size and shall be maintained at a depth that is sufficient to cover all exposed areas of dirt.

(3) **Fence and wall maintenance.** All fences and walls shall be structurally sound and maintained in good repair so that there are no broken, loose, damaged, removed or missing parts (i.e., pickets, slats, posts, wood rails, bricks, panels). Repair of fences and walls shall be made with materials that are comparable in composition, color, size, shape, design and quality to those originally used to construct the fence or wall being repaired. Nothing herein shall be construed to prohibit or restrict the replacement of a fence or wall.

(4) **Abatement.** The owner of any private property on which a nuisance condition occurs is responsible for abating the nuisance. The owner's failure or refusal to abate a nuisance is a civil infraction. A separate offense shall be deemed committed on each day that a violation occurs or continues. The payment of any penalty does not relieve the offender from compliance with the requirements of this Article.

(5) **Violations and penalties.** Any person who violates any provision of this Article commits a civil infraction and is subject to the penalty provisions of Subsection 5-3(4).

**Section 5-5. Notice and Order Procedure.**

(1) The following procedures will be in place when a Notice and Order is issued to the owner of record when any of the aforementioned violations are noted or any violations specific to the International Property Maintenance Code.

(a) Notice and Order is sent by certified mail to the owner of record and property is posted as "Do Not Enter. Unsafe To Occupy" along with a copy of the Notice and Order. The structure shall remain vacated.

(i) The owner of record may appeal from this notice and order to the Board of Appeals at the City of Trinidad, provided the appeal is made in writing and filed with the Building Official within fifteen (15) days from the date of service of this notice and order. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(ii) Failure to appeal and/or lack of response i.e. non-delivery/acceptance of notice, no communication written or verbal will constitute a waiver of all right to an administrative hearing and determination of the matter. (Section 111.1)

(iii) A Final Notice and Order will be sent via certified mail to the owner of record for the property. Lack of response and/or appeal warrants the following procedures:

(1) A building permit for the repair or demolition shall be secured by 30 days from the date of the certified letter, and the work shall commence on the date of permit. The work shall be completed within 30 days of permit issuance or as set forth by the building official.

(2) If the necessary repairs or demolition is not commenced or completed by the dates as outlined above, the City of Trinidad will proceed to have the work completed and charge the costs thereof against the real estate upon which the structure is located and a lien shall be filed upon such real estate.

(3) Should the owner of record elect to demolish the premises, demolition shall not be considered complete until all debris has been removed and fill material has been placed and compacted to the elevation of the surrounding ground.

(b) A building permit for the repair or demolition shall be secured by 30 days from the date of certified letter, and the work shall commence on the date of permit. The repair work shall be completed within such a time, as the building official shall determine is reasonable under all of the circumstances. The work shall be completed within 30 days of permit issuance.

(c) If the necessary repairs or demolition are not commenced or completed by the dates as outlined above, the City of Trinidad may proceed to have the work completed with costs being charged against the real estate through a special tax assessment upon which the structure is located and/or a judgment shall be filed against the owner of record.

(i) *Civil judgment.* In any case in which a public nuisance is established, in addition to a permanent abatement order, the City Attorney may seek to have the Court impose a separate civil judgment on every part-defendant who committed, conducted, promoted, facilitated, permitted, failed to prevent or otherwise let happen any public nuisance in or on the parcel that is the subject of the public nuisance action. This civil judgment shall be for the purpose of compensating the City for the costs it incurs in pursuing the remedies under this Section.

(d) Should the owner of record elect to demolish the premises, demolition shall not be considered complete until all debris has been removed and fill material has been placed and compacted to the elevation of the surrounding ground.

#### **Section 5-6. Stop Work Order Procedure.**

(1) **Authority.** Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

(2) **Issuance.** A stop work order shall be posted on the property in question. Upon issuance of a stop work order, the posted work shall stop immediately. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume. Before resuming any work the code official must be notified.

(3) **Placard removal.** The code official shall remove the stop work placard whenever the defect or defects upon which the posting were based have been eliminated. Any person who defaces or removes a stop work order placard without the approval of the code official shall be subject to the penalties provided by this code.

(4) **Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty Dollars (\$2,650.00).

**Section 5-7. International Building Code.**

(1) The *International Building Code*, 2009 Edition, including Appendix Chapter J (“Grading”), as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Building Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Building Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Building Code*, 2009 Edition (“IBC”), are hereby revised:

(a) Amend **IBC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IBC § 109.2, Schedule of permit fees**, as follows: insert the following Schedule of Permit Fees:

<b>Schedule of Permit Fees</b>	
<b>Total Valuation:</b>	<b>Fee:</b>
\$1.00 to \$500.00	\$24.00
\$501.00 to \$2,000.00	\$24.00 for the first \$500.00; plus \$3.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$40,000.00	\$69.00 for the first \$2,000.00; plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$40,000.00
\$40,001.00 to \$100,000.00	\$487.00 for the first \$40,000.00; plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,027.00 for the first \$100,000.00; plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,827.00 for the first \$500,000.00; plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$6,327.00 for the first \$1,000,000.00; plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and up	\$18,327 for the first \$5,000,000.00; plus \$1.00 for each additional \$1,000.00 or fraction thereof

**Other Inspections and Fees:**

- |   |  |
|---|--|
| 1. Plan review fee .....  | Fifty percent (50%) of the permit fee          |
| 2. Inspections outside of normal business hours .....                                 | \$50.00 per hour* (Minimum charge – two hours) |
| 3. Reinspection fees assessed under provisions of IBC § 108.4 .....                   | \$50.00 per hour*                              |
| 4. Inspections for which no fee is specifically indicated .....                       | \$50.00 per hour*                              |
| 5. Additional plan review required by changes, additions, or revisions to plans ..... | \$50.00 per hour*                              |
| 6. For use of outside consultants for plan checking and inspections, or both.....     | Actual Cost**                                  |
| 7. For issuance of each temporary Certificate of Occupancy .....                      | \$750.00***                                    |
| 8. Administrative Fees .....  | \$150.00 min (\$50.00 per hour thereafter)     |

**NOTATION: Reference City of Trinidad Municipal Code Chapter 7, Article 3, Section 7-23 regarding imposition of Use Tax.**

\* Or the total hourly cost to the City, whichever is greatest. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

\*\*\* \$500.00 shall be refunded if a Certificate of Occupancy is issued prior to the expiration of the Temporary Certificate of Occupancy.

(c) Amend **IBC § 114.4, Violation penalties**, to read: Any person who violates a provision of this code or fails to comply with any of the requirements thereof, or who erects, constructs, alters, or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(d) Amend **IBC § 115.3, Unlawful continuance**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IBC and IFC § 903.2.8, Group R**, as follows: **R-3 only** to be excluded from sprinkler requirements **only if** a two hour minimum fire separation completely separates the R-3 from any and all other occupancy classes and **only** when there is **one** R-3 unit within a commercial building. Said exclusion shall only be effective through December 31, 2016.

(f) Amend **IBC § 1612.3, Establishment of flood hazard areas**, as follows: insert name of jurisdiction as “the City of Trinidad, Colorado,” and insert “April 3, 1984,” as the date of issuance.

(g) Amend **IBC § 3412.2, Applicability**, as follows: insert date of “January 1, 1950.”

#### **Section 5-8. International Residential Code.**

(Buildable lot size shall be a minimum of 6,000 square feet. Twenty-five percent (25%) of the total lot area must remain open space. Accessory structures shall not exceed 75% of the *primary structure footprint*.)

(1) The *International Residential Code*, 2009 Edition, including Appendix Chapters E, L, F, and M, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Residential Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of

said *International Residential Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Residential Code*, 2009 Edition (“IRC”), are hereby revised:

(a) Amend **IRC § R101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IRC § R105.2, Permits**, as follows:

- (1) Accessory structures require a permit if greater than 120 square feet.
- (2) Fences require a permit if over 5 foot 6 inches (5’6”) high.

(c) Amend **IRC § R108.2, Schedule of permit fees**, as follows: **See Building Permit Fees Section 5-7(b). (deleted table)**

(d) Amend **IRC § R113.4, Violation penalties**, to read: Any person who violates a provision of this code or fails to comply with any of the requirements thereof, or who erects, constructs, alters, or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IRC § R114.2, Unlawful continuance**, to read: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3.4a and 5 of the Code of the City of Trinidad, Colorado.

(f) Amend **IRC Table R301.2(1), Climatic and geographic design criteria**, as follows: Insert the following table:

**TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

Roof Snow Load	Wind Speed (mph)	Seismic Design Category	SUBJECT TO DAMAGE FROM				Winter Design Temp	Ice Shield Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
			Weathering	Frost Line Depth	Termite	Decay					
30 psf	90 mph Exposure “B”	“B”	Severe	32”	Slight to Moderate	None to Slight	1° F	No	Varies	597	51.7° F

(g) Delete IRC Table R302.1 and replace with:

**TABLE R302.1  
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour with exposure from both sides	0 feet
	(Not fire-resistance rated)	0 hours	5 feet <sup>1</sup>
Projections	(Fire-resistance rated)	1 hour on the underside	2 feet
	(Not fire-resistance rated)	0 hours	5 feet <sup>2</sup>
Openings	Not allowed	Not applicable	< 3 feet
	25% maximum of wall area	0 hours	>= 3 feet and < 5 feet
		0 hours	>= 5 feet
Penetrations	All	Comply with IRC § R302.4	< 3 feet
		None required	>= 3 feet

1. Fire separation distance of three (3) feet can be used if the exterior wall cladding and trim are of noncombustible material. (Refer to IRC § R202 for a definition of “noncombustible material.”)
2. Fire separation distance of three (3) feet can be used if the soffit cladding and fascia board are of noncombustible material. (Refer to IRC § R202 for a definition of “noncombustible material.”)

(h) Amend the exception to **IRC § R302.2, Townhouses**, as follows:  
**Exception:** a common 2-hour . . . . [The remainder is unchanged.]

(i) Amend **IRC § R302.2.4, Structural independence**, by deleting exception No. 5 and replacing it as follows:

5. *Townhouses* separated by a common 2-hour fire-resistance-rated wall as provided in Section R302.2.

(j) Amend **IRC § R313.1, Townhouse automatic fire sprinkler systems**, to read: Effective January 1, 2017, an automatic residential fire sprinkler system shall be installed in *townhouses*.

(k) Amend **IRC § R313.2, One- and two-family dwellings automatic fire systems**, to read: Effective January 1, 2017, an automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

(l) Amend **IRC § R315.1, Carbon monoxide alarms**, to read: For new construction, an approved carbon monoxide alarm shall be installed within fifteen feet (15') of the entrance to each bedroom in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages. Any basement, whether finished or not, with fire

fueled appliances requires a carbon monoxide detector hardwired into the smoke detector system.

(m) Add an exception to **IRC § 315.2, Where required in existing buildings**, as follows:

**Exception:** Work involving the exterior surfaces of dwelling units, such as the replacement of roofing or siding, or the addition of a porch or deck, is exempt from the requirements of this Section.

(n) Delete **IRC Chapter 11**, entitled “**ENERGY EFFICIENCY**,” in its entirety. Please refer to the International Energy Conservation Code, adopted in Section 5-12 of this Article, for energy conservation requirements.

(o) Amend **IRC § P2603.6.1, Sewer depth**, as follows: insert “thirty-two (32)” in two locations.

#### **Section 5-9. International Plumbing Code.**

(1) The *International Plumbing Code*, 2009 Edition, including Appendix Chapters C, D, and E, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Plumbing Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Plumbing Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Plumbing Code*, 2009 Edition (“IPC”), are hereby revised:

(a) Amend **IPC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IPC § 106.1, Permits – when required**, to read: Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the *occupancy* of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the code official and obtain the required permit for the work; provided, however, that such a permit shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing plumbing inspections.

(c) Amend **IPC § 106.6.2, Fee schedule**, to read: The fees for all plumbing work requiring a permit from the City of Trinidad, **however, that such a permit shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing plumbing inspections.**

(d) Amend **IPC § 106.6.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations, **however, that such a refund shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing plumbing inspections.**

(e) Amend **IPC § 108.4, Violation penalties**, to read: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(f) Amend **IPC § 108.5, Stop work orders**, to read: Upon notice from the code official, work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(g) Amend **IPC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(h) Delete **IPC §§ 109.2 through 109.6**, regarding membership and procedures of the board of appeals.

(i) Amend **IPC § 305.6.1, Sewer depth**, as follows: insert “thirty-two (32)” in two locations.

(j) Amend **IPC § 904.1, Roof extension**, as follows: insert “six (6)” where indicated.

#### **Section 5-10. International Mechanical Code.**

(1) The *International Mechanical Code*, 2009 Edition, including Appendix Chapter A (“Combustion Air Openings and Chimney Connector Pass-Throughs”), as published by the

International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Mechanical Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Mechanical Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Mechanical Code*, 2009 Edition (“IMC”), are hereby revised:

(a) Amend **IMC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IMC § 106.5.2, Fee schedule**, as follows: insert the following fee schedule:

<b>Fee Schedule</b>	
<b>Valuation of Work:</b>	<b>Permit Fee:</b>
Not more than \$2,000.00	\$30.00
More than \$2,000.00	\$30.00 plus, \$10.00 per each \$1,000.00 valuation or fraction thereof.

(c) Amend **IMC § 106.5.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations.

(d) Amend **IMC § 108.4, Violation penalties**, to read: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IMC § 108.5, Stop work orders**, to read: Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(f) Amend **IMC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this

code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(g) Delete **IMC §§ 109.2 through 109.6**, regarding membership and procedures of the board of appeals.

#### **Section 5-11. International Fuel Gas Code.**

(1) The *International Fuel Gas Code*, 2009 Edition, including Appendix Chapters A, B, C, and D, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Fuel Gas Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Fuel Gas Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Fuel Gas Code*, 2009 Edition (“IFGC”), are hereby revised:

(a) Amend **IFGC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IFGC § 106.1, Where required**, to read: An owner, authorized agent, or contractor who desires to erect, install, enlarge, alter, repair, remove, convert, or replace an installation regulated by this code, or to cause such work to be done, shall first make application to the code official and obtain the required permit for the work; provided, however, that such a permit shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing fuel gas inspections.

**Exception:** Where *appliance* and *equipment* replacements and repairs are required to be performed in an emergency situation, the permit application shall be submitted within the City’s next working business day.

(c) Amend **IFGC § 106.6.2 Fee schedule**, to read: The fees for all fuel gas work requiring a permit from the City of Trinidad shall be as indicated in the following schedule:

<b>Fee Schedule</b>	
<b>Valuation of Work:</b>	<b>Permit Fee:</b>
Not more than \$2,000.00	\$30.00
More than \$2,000.00	\$30.00 plus \$10.00 per each \$1,000.00 valuation or fraction thereof.

(d) Amend **IFGC § 106.6.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations.

(e) Amend **IFGC § 108.4, Violation penalties**, to read: Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof, or erect, install, alter, or repair work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(f) Amend **IFGC § 108.5, Stop work orders**, to read: Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner’s agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(g) Amend **IFGC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(h) Delete **IFGC §§ 109.2 through 109.6**, regarding membership and procedures of the board of appeals.

### **Section 5-12. International Energy Conservation Code.**

(1) The *International Energy Conservation Code*, 2009 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Energy Conservation Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Energy Conservation Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Energy Conservation Code*, 2009 Edition (“IECC”), are hereby revised:

(a) Amend **IECC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IECC § 108.4, Failure to comply**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

### **Section 5-13. International Existing Building Code.**

(1) The *International Existing Building Code*, 2009 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Existing Building Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Existing Building Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Existing Building Code*, 2009 Edition (“IEBC”), are hereby revised:

(a) Amend **IEBC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IEBC § 1301.2, Applicability**, as follows: insert “January 1, 2014” as the specified date.

(c) Amend **IEBC § 113.4, Violation penalties**, to read: Any person who violates a provision of this code or who fails to comply with any of the requirements thereof, or who *repairs*, alters, or changes the occupancy of a building or structure in violation of the approved construction documents or directive of the code official, or of a permit or

certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(d) Amend **IEBC § 114.3, Unlawful continuance**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(e) **Add to IEBC § 104.10, Modifications.** Phased Construction (only for existing and historic structures within the city limits).

(i) A Colorado licensed design professional will do an assessment of the building or structure which will be provided to the Building Official for review to ascertain the current type of construction and structural adequacy.

(ii) A building may use a Phase approach to remodel project only if complete, stamped plans including intended occupancy are provided to and approved by the Building Official prior to the initiation of project.

(a) Phased approach plan submittal shall include:

(i) An overall time line.

(ii) A code analysis of all intended occupancies based on construction type.

(iii) Complete construction plans for **ALL** phases.

(iv) Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the code official. The work areas shall be shown along with fire protection system(s) shop drawings, means of egress, exterior wall envelope, interior environment and site plan.

(b) **Use and Occupancy Classification.** Intended occupancy must be submitted for review to the Building Official. If any owner cannot decide on intended occupancy, then the building shall be the most restrictive construction throughout.

(c) If the licensed design professional has an alternative method to meet the intent of the adopted code it will need to be stamped and provided to the Building Official.

(i) Life safety, ingress and egress as well as ADA requirements will not be allowed to change.

(d) With all appropriate assessments and plans approved by the Building Official, work shall be allowed on the first floor. Within 24 months of first floor phase completion, reapplication including stamped plans and intended occupancy would be necessary for each additional floor requiring completion.

#### **Section 5-14. International Property Maintenance Code.**

(1) The *International Property Maintenance Code*, 2009 Edition, including Appendix Chapter A (“Boarding Standard”), as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Property Maintenance Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Property Maintenance Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Property Maintenance Code*, 2009 Edition (“IPMC”), are hereby revised:

(a) Amend **IPMC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IPMC § 103.5, Fees**, as follows: **See Building Permit Fees, Section 5-7(b)**.

(c) Amend **IPMC § 106.4, Violation penalties**, to read: Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(d) Amend **IPMC § 111.1, Application for appeal**, to read: Any person directly affected by an order, decision, or determination of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed no later than fifteen (15) days following the issuance of the order, decision, or determination. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(e) Delete **IPMC §§ 111.2 through 111.6**, regarding membership and procedures of the board of appeals.

(f) Amend **IPMC § 112.4, Failure to comply**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(g) Amend **IPMC § 302.4, Weeds**, as follows: insert “six inches (6”).”

(h) Amend **IPMC § 304.14, Insect screens**, as follows: insert “January 1 to December 31.”

(i) Amend **IPMC § 602.3, Heat supply**, as follows: insert “January 1 to December 31.”

(j) Amend **IPMC § 602.4, Occupiable work spaces**, as follows: insert “January 1 to December 31.”

#### **Section 5-15. International Private Sewage Disposal Code.**

(1) The *International Private Sewage Disposal Code*, 2009 Edition, including Appendix Chapter A (“System Layout Illustrations”), as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Private Sewage Disposal Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Private Sewage Disposal Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Private Sewage Disposal Code*, 2009 Edition (“IPSDC”), are hereby revised:

(a) Amend **IPSDC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IPSDC § 106.4.2, Fee schedule**, as follows: insert the following fee schedule:

<b>Fee Schedule</b>	
<b>Valuation of Work:</b>	<b>Permit Fee:</b>
Not more than \$2,000.00	\$30.00
More than \$2,000.00	\$30.00 plus \$10.00 per each \$1,000.00 valuation or fraction thereof.

(c) Amend **IPSDC § 106.4.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations.

(d) Amend **IPSDC § 108.4, Violation penalties**, to read: Any person who shall violate a provision of this code or fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair private sewage disposal work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IPSDC § 108.5, Stop work orders**, to read: Upon notice from the code official, work on any *private sewage disposal system* that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(f) Amend **IPSDC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(g) Delete **IPSDC § 405**, entitled "**SOIL VERIFICATION.**"

#### **Section 5-16 National Electrical Code.**

(1) The *National Electrical Code, 2011 Edition*, is hereby adopted by reference as the Electric Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *National Electrical Code, 2011 Edition*, shall remain on file in the Office of the City Clerk and open to public inspection.

(a) **Permits – when required**, are to be obtained from the Colorado Department of Regulatory Agencies (DORA), 1560 Broadway, Suite 1500, Denver, CO 80202 ([www.dora.state.co.us/electrical](http://www.dora.state.co.us/electrical)), 303-894-2985. Permit(s) shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing electrical inspections.

(b) **Violation penalties. If the City of Trinidad is performing electrical**

**inspections, the following violation penalties shall be in affect:** any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair electrical work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

**(c) Stop Work Orders. If the City of Trinidad is performing electrical inspections, the following shall apply to Stop Work Orders:** upon notice from the code official, work on any electrical system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

**(d) Application for appeal. If the City of Trinidad is performing electrical inspections, the appeal process shall be subject to Chapter 5, Article 4, Section 5-24 of the Code of the City of Trinidad, Colorado.** Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

## **ARTICLE 2. CONTRACTOR LICENSING.**

### **Section 5-17. Definitions, Classifications and Fees.**

(1) **Contractor.** Contractor means a person who supervises himself or herself, his or her firm or one (1) or more trades or subcontractors, and who for any compensation undertakes any landscaping, construction, addition, alteration, repair, demolition, removal or moving of any building, structure or utility. A resident homeowner shall not be required to obtain a contractor's license for any landscaping, construction, addition, alteration or repair of the homeowner's occupied residence, or a building or structure accessory to such residence, **provided that** the homeowner shall first assume all duties and responsibilities of a contractor as set forth in this Section by executing a form furnished by the Chief Building Official pursuant to which the homeowner agrees to assume all duties and responsibilities.

(2) **Classification.**

(a) *Contractor A.* A Contractor A license is authorized to work with respect to multi-unit residential buildings, office buildings, commercial buildings, tenant finish and alterations thereto and any work authorized under Contractor B, C and D licenses. This license covers all buildings including those three (3) stories and above. ***Requires proof of ICC testing.***

(b) *Contractor B.* A Contractor B license is authorized to work with respect to multi-unit residential buildings, office buildings, commercial buildings, tenant finish and alterations thereto and any work authorized under Contractor C and D licenses. This license covers buildings under three (3) stories or less. ***Requires proof of ICC testing.***

(c) *Contractor C.* A Contractor C license is authorized to work with respect to detached single-family residential buildings and alterations thereto and any work authorized under Contractor D license. ***Requires proof of ICC testing.***

(d) *Contractor D.* A Contractor D license is authorized to work as a single trade only i.e. home repair, siding, plastering, sheetrock installation, excavation, concrete work not in a city right-of-way. **No proof of ICC testing required.**

(i) Plumbing and electrical contractors fall under D licensing but because they are required to hold a State Masters License are not required to show proof of ICC testing.

(ii) Mechanical and roofing contractors fall under D licensing but are required to show proof of ICC testing.

(3) **Fees.** Contractor's licenses shall be issued for a calendar year. The annual license fee shall be as stated below unless amended by resolution of the City Council in accordance with the licensing classifications as set forth above [Section 5-15(2)]. In addition to the license fee, there is a processing/application fee for new applicants in the amount of \$50.00.

- (a) Contractor A - \$150.00
- (b) Contractor B - \$125.00
- (c) Contractor C - \$100.00
- (d) Contractor D - \$75.00 for each license type i.e. roofing and stucco = \$150.00
- (e) License fees are not refundable. Any fee paid under this Section shall not be refunded for any reason after the license has been issued.

(4) **Violations.** A fine as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado shall be assessed to the following:

- (a) Any contractor or subcontractor working within the City limits without possessing a current contractor's license; and
- (b) Any contractor or subcontractor performing work outside the scope of their license.

**Section 5-18. Testing.**

(1) *ICC Standardized Contractor Exams.* Contractors are required to successfully pass the ICC Contractor Exam. The City and its citizens benefit from such commonality having a solid foundation upon which to issue licenses to practice.

<b>Exam ID#</b>	<b>ICC Exam Category</b>	<b>Time</b>	<b># of Questions</b>	<b>*Reference Codes</b>
614	Building Contractor A	4 Hour	90	IBC
615	Building Contractor B	4 Hour	80	IBC & IRC
616	Building Contractor C	4 Hour	80	IRC
670	Mechanical Contractor A	4 Hour	100	IFGC, IMC & 2005 NEC
671	Mechanical Contractor B	3 Hour	50	IFGC, IMC & 2005 NEC
679	Mechanical Contractor C	3 Hour	70	IRC
765	Roofing Contractor	3 Hour	60	IBC & IPC

*\* Reference Codes may change due to date of exam.*

**Section 5-19. Insurance Requirements.**

(1) The City of Trinidad shall be noted as the Certificate Holder on insurance certificates. Every contractor shall procure workers' compensation coverage as required by state law and general liability coverage with the following minimum limits:

- (a) General Aggregate: two million dollars (\$2,000,000.00).
- (b) Products, completed operations: two million dollars (\$2,000,000.00).
- (c) Personal and advertising injury: one million dollars (\$1,000,000.00).
- (d) Each occurrence: one million dollars (\$1,000,000.00).

(e) A license and permit bond shall be procured for a minimum of \$5,000 for all new contractor licenses and any revoked/suspended licensees seeking reinstatement.

(2) No contractor's license shall be issued under this Article until the following documents are filed with the Chief Building Official:

(a) A statement or certificate signed by an authorized agent of an insurance company licensed to do business in the State, stating that a policy or policies have been issued to the applicant with the coverage amounts set forth in Subsection (1) hereof, and including the effective date and expiration date of the policy or policies; and

(b) A copy of an endorsement to the policy requiring at least ten (10) days' prior written notice to the Chief Building Official of cancellation of the policy for any reason.

(3) In the event of cancellation of any policy required by this Section, the Chief Building Official shall immediately suspend the contractor's license. The license shall be reinstated when the licensee furnishes the documentation required by Subsection (2) hereof.

#### **Section 5-20. Duties and Responsibilities of Licensee.**

(1) All licensees under this Article shall be responsible for the following:

(a) All work covered by his/her permit, whether or not such work is done directly by the licensee or his/her employees or subcontractors. Subcontractors are required to be licensed with the City even if they are working under the supervision of a licensed contractor.

(b) All funds or property received by him/her for completion of a specific contract or for a specific purpose.

(c) Obtaining any required permits for himself/herself and any subcontractor under his/her supervision.

(d) Safety measures and equipment to protect workers and the public in compliance with applicable federal and state laws.

(e) Compliance with all applicable City ordinances, codes and regulations.

(f) Constructing any building or structure in substantial compliance with the drawings and specifications approved by the Chief Building Official and the permit issued for the same, unless changes are approved by the Chief Building Official.

(g) Completing all work authorized by the permit unless there is good cause for the non-completion of the work.

(h) Obtaining inspection services where required by this Chapter and any technical

code.

- (i) Paying any fee assessed under the authority of this Code or any technical codes.
- (j) Obeying any order or notice issued pursuant to this Code or any technical code.
- (k) Presenting his/her license when requested by the Chief Building Official.
- (l) Maintaining workers' compensation and liability insurance as required by Section 5-19.

### **Section 5-21. Suspension and Revocation of License.**

(1) The Chief Building Official may suspend or revoke a license for any of the following:

- (a) Failure to comply with any of the duties and responsibilities set forth in Section 5-20.
- (b) Using a contractor's license to obtain a permit required under this code for any other person, corporation or legal entity.
- (c) Violating any provisions of the Trinidad Building Code including any codes which are adopted by reference.
- (d) Failure to reveal any material fact in the application for a contractor's license or permit, or the supplying of information which is untrue or misleading as to any material fact in the application for a contractor's license or permit.
- (e) Failure to obtain a proper permit for any work for which a permit is required.
- (f) Receipt of three (3) or more written verified complaints.

(2) Upon written notification of revocation or suspension of license, the contractor shall have the right to appeal their case by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts to the Board of Building Code Appeals.

Suspension or revocation of a contractor's license shall not be construed to release the contractor from liabilities and obligations of completing his contract. During the period prior to the hearing before the Board of Building Code Appeals, the contractor shall not be allowed to submit an application for any other projects.

(3) The Board of Building Code Appeals (BOBCA) may reinstate a license for any contractor whose license has been revoked, provided a majority of the BOBCA votes in favor of such reinstatement for such reason as the BOBCA may deem sufficient. In such case where the

contractor's license has been revoked and the contractor is petitioning the BOBCA for reinstatement, the petitioner shall follow the established policies for requesting such hearing and pay all applicable fees.

**Section 5-22. Application Form and Contents.**

(1) Along with the application, proof of ICC testing (if required) and certificates of insurance listing the City of Trinidad as the Certificate Holder must be provided. An application for a contractor's license shall be on a form furnished by the City, shall be filed with the Chief Building Official and shall contain the following information under oath:

- (a) Correct business contact information.
- (b) ICC testing information.
- (c) Insurance carrier information.
- (d) Business references.
- (e) Signature, title and date of person making oath of accuracy.

**ARTICLE 3. NON-CONFORMANCE**

**Section 5-23. Non-Conformance.**

(1) **Definition.** Legal Non-Conforming refers to uses and structures, excluding single family residences (R-3), which were begun or constructed when the law allowed for them but have since become noncompliant due to a change in legislation (for example, new codes are adopted).

(2) **How a structure loses non-conforming status.** Any structure or building within the city limits is a non-conforming structure meaning that when the City adopts a new code or standard the buildings built to the previous code are no longer conforming to the existing code. A non-conforming structure is allowed to remain as is, as long as it is generating sales tax revenue and is open for business. Once the business ceases to generate revenue or is vacant for no less than twelve consecutive months it loses its non-conforming status. A building under these circumstances must, therefore, be brought up to current code standards. Part of that process requires an assessment by a registered design professional be provided to the Building Official. Owners may apply via the Variance Application Form to the CBO for review and consideration of a six (6) month extension. The CBO will consider all reasons the extension is being requested in making the decision. Additional six (6) month extensions may be considered upon payment of the appropriate variance fee, which shall allow for a total of three possible six-month extensions.

## ARTICLE 4. MEANS OF APPEAL

### Section 5-24. Board of Building Code Appeals and Means of Appeal.

- (1) **Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within fifteen (15) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The Board may only rule on the code interpretation of the CBO.
- (2) **Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The board shall be appointed by the City Council, and shall serve staggered and overlapping two-year terms.
  - (a) **Alternate Members.** The City Council shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.
  - (b) **Chairperson.** The board shall annually select one of its members to serve as chairperson.
  - (c) **Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.
  - (d) **Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.
  - (e) **Compensation of members.** Compensation of members shall be determined by law.
- (3) **Notice of meeting.** The board shall meet upon notice from the chairperson, within 20 days of the filing of an appeal, or at stated periodic meetings.
- (4) **Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.
  - (a) **Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not

require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

(5) **Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

(6) **Board decision.** The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

(a) **Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

(b) **Administration.** The code official shall take immediate action in accordance with the decision of the board.

(7) **Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

(8) **Stays of enforcement.** Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

#### **Section 5-25. Building Code Variance Petition.**

(1) Before any variance from building codes may be granted, the Board of Building Code Appeals must find *all* of the following:

(a) **Existence of special conditions or circumstances.** That special conditions and circumstances exist which are peculiar to the structure or building involved and which are not applicable to other structures or buildings in the same zoning district.

(b) **Conditions not created by applicant.** That the special conditions and circumstances do not result from the action or negligence of the applicant.

(c) **Special privilege not conferred.** That granting the variance requested will not confer upon the applicant any special privileges denied to other buildings or structures in the same zoning district.

(d) **Hardship conditions exist.** That literal interpretation of the provisions of the building code regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

(e) **Only minimum variance granted.** That the variance granted is the minimum variance that will make possible the reasonable use of the building or structure.

(f) **Not injurious to the public welfare.** That the grant of the variance will be in harmony with the general intent and purpose of the building code and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

(g). **Existing non-conforming uses of other property not the basis for approval.** No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

(2) **Application and instructions below.**

1. Fill in the owner's information section. It is important to have a complete address and phone number for communication between the applicant and the department.
2. Fill in the project description box. Explain what the building project is i.e. basement alteration, second floor alteration, two-story addition, etc.
3. If there is an agent working for the owner and the agent is a better contact for information regarding the variance, fill in the agent information area.
4. Answer the three questions:
  - a. State the code and section number with a summary of what the code says. Also, indicate what the non-conforming conditions for the project are i.e. COMM21.04 minimum stair width is 36 inches; i.e. will have 34 inches of stair width.
  - b. State why the rule cannot be satisfied i.e. not structurally feasible.
  - c. State what will be done to provide an equivalency to the code. These items should be things that relate to the item the variance is being sought for and exceed code requirements.
5. Print the owner's name on the line indicating to do so.
6. The owner of the property is required to sign where indicated. If the project is for a one or two family home, the form is not required to be notarized. If the project is for a **commercial building, the form is required to be notarized.**

#### BUILDING CODE VARIANCE PROCEDURE

1. Fill out the variance form.
2. If the variance is for a commercial building and is not for an accessibility code contact the fire department so they can fill out a fire department position statement.

3. Submit the application and a \$250.00 fee for a residential variance or a \$490.00 fee for a commercial variance to the building inspection department. Also, where applicable, submit the fire department position statement.
4. A field inspector may visit the site to verify existing conditions and the completeness of the application.
5. If there have previously been at least 5 variances for the same item approved, the variance may be approved on precedence. In this case the applicant will not have to attend a meeting of the Board of Building Code Appeals and will be notified by letter that the variance is approved. The letter will be sent within 7 days after the scheduled meeting.
6. In all other cases the variance will be presented to the Board of Building Code Appeals at a monthly meeting. Seven days before the meeting the supervisor will review the variance for approval to be put on the agenda. Five days before the meeting the secretary will mail out the agenda to the Board of Building Code Appeals members and to the applicants.
7. When a variance is heard by the board the applicant or agent must attend the meeting to answer questions.
8. The meeting minutes will be mailed within 7 days after the meeting.



**CITY OF TRINIDAD**  
**PETITION FOR VARIANCE**  
**APPLICATION**

**VARIANCE FEES**

R-3        \$250.00

COMM     \$490.00

Priority = Double Above

Amount Paid:

Building Inspect Dept.  
 125 N. Animas  
 Trinidad, CO 81082

Name of Owner	Project Description	Agent, architect, or engineering firm
Company (if applicable)		Street Address
Street Address	Tenant Name (if applicable)	City, State, Zip Code
City, State, Zip Code	Building Address	Name of Contact Person
Phone		Phone
E-mail		E-mail

1. The rule being petitioned reads as follows: (Cite the specific rule number and language. Also, indicate the non-conforming conditions for your project)


2. The rule being petitioned cannot be entirely satisfied because:


3. The following alternatives and supporting information are proposed as a means of providing an equivalent degree of health, safety, and welfare as addressed by the rule: (continue on back if necessary)


NOTE: Please attach any pictures, plans, or required position statements.

**VERIFICATION BY OWNER - PETITION IS VALID ONLY IF NOTARIZED AND ACCOMPANIED BY A REVIEW FEE AND ANY REQUIRED POSITION STATEMENTS.**

Note: Petitioner must be the owner of the building. Tenants, agents, contractors, attorneys, etc. may not sign the petition unless a Power of Attorney is submitted with the Petition for Variance Application.

\_\_\_\_\_, being duly sworn, I state as petitioner that I have read the foregoing petition, that I believe it to be true, and I have significant ownership rights in the subject building or project.

Signature of Owner	Subscribed and sworn to before me this date:
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Notary Public	My commission expires:
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NOTE: ONLY VARIANCES FOR COMMERCIAL CODES ARE REQUIRED TO BE NOTARIZED.

## CHAPTER 8. FIRE PREVENTION.

### ARTICLE 1. INTERNATIONAL FIRE CODE.

#### Section 8-1. International Fire Code.

(1) The *International Fire Code*, 2009 Edition, including Appendix Chapters C and D, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Fire Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Fire Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Fire Code*, 2009 Edition (“IFC”), are hereby revised:

(a) Amend **IFC § 101.1, Title**, as follows: insert: “the City of Trinidad, Colorado” where indicated.

(b) Amend **IFC § 105.2, Application**, to read: Application for a permit for new construction or remodeling of existing structures is required by this code and shall be made to the fire code official or the Chief Building Official in such form and detail as prescribed by the fire code official and/or the Chief Building Official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official and the Chief Building Official as set forth in Chapter 5, Section 5-7 regarding the International Building Codes as adopted by the City of Trinidad, Colorado.

(b) Amend **IFC § 109.3, Violation penalties**, to read: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, repair, or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(c) Amend **IFC § 111.4, Failure to comply**, to read: Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(d) Amend **IFC § 3404.2.9.6.1, Locations where above-ground tanks are prohibited**, to read: The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

(e) Amend **IFC § 3406.2.4.4, Locations where above-grounds tanks are prohibited**, to read: The storage of Class I and II liquids in above-ground tanks is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

(f) Amend **IFC § 3506.2, Limitations**, to read: The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

(g) Amend **IFC § 3804.2, Maximum capacity within established limits**, to read: Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L). Such storage is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

**Section 2. Repeal and Re-enactment of Sections of the Code of the City of Trinidad, Colorado in conflict with Chapter 5, as adopted**. The following sections of the Code of the City of Trinidad, Colorado, are in conflict with Chapter 5 above, and are hereby repealed and/or re-enacted in their entirety as follows:

1. Section 9.59, Contractor defined; 9.60, Contractor's license required; 9-61, Liability and property damage insurance and worker's compensation insurance required; and 9-61.1, Contractor's examination, of Chapter 9, Licenses, Division 9, Contractors, of the Code of Ordinances of the City of Trinidad, Colorado, is hereby repealed.
2. Section 14-140, Appeals from orders of Building Inspector – Procedures; and Section 14-141, Conduct of hearing, of Chapter 14, Article 6, Board of Appeals, of the Code of the City of Trinidad, Colorado, is hereby repealed.
3. Section 15-1, International Plumbing Code, of Chapter 15, Plumbing, shall refer the reader to Section 5-9 of Chapter 5.

**Section 3. Safety Clause.** The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Trinidad; that it is promulgated for the health, safety and welfare of the public; and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 4. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or of any of the primary or secondary codes adopted by reference herein, be judicially determined unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance or codes adopted by reference. The City Council hereby declares that it would have passed this Ordinance and each

part or parts hereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

**Section 5. Repeal.** Any and all other ordinances, codes, or parts thereof not specifically enumerated herein in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance, code, or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded, and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER MILES, READ AND ORDERED  
PUBLISHED this 3rd day of December, 2013.

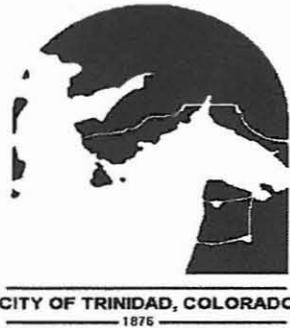
FINALLY PASSED AND APPROVED this 17th day of December, 2013.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the 27th day of December,  
2013.

  
LINDA VELASQUEZ, Mayor Pro-Tem

ATTEST:

  
AUDRA GARRETT, City Clerk



## COUNCIL COMMUNICATION

**CITY COUNCIL WORK-SESSION:** April 8, 2014  
**PREPARED:** April 2, 2014  
**DEPT. HEAD SIGNATURE:**  
**# OF ATTACHMENTS:** 2

**SUBJECT:** Consideration of an Ordinance providing for the control of cross-connections in order to prevent backflow and protect the City's water supply system from contamination

**PRESENTER:** Tom Acre, City Manager

**RECOMMENDED CITY COUNCIL ACTION:** As per request of City Council, this item was tabled at the April 1, 2014 Regular meeting for further discussion and consideration of an ordinance regarding the recommended backflow prevention methods and scheduling the approval of the ordinance by City Council at a future regular meeting.

### **SUMMARY STATEMENT:**

The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the city's public water system, comply with Article 12 of the Colorado Drinking Water Regulations and protect the city's water supply. The ordinance shall allow staff to implement the program to identify possible cross connections, ensure that cross connection control devices are installed where needed, and to set forth the schedule of periodic testing of the installed control devices. It should be noted that the city is not in compliance and may be subject to future penalties.

**EXPENDITURE REQUIRED:** The costs associated with the installation, maintenance and the inspection of the backflow preventers will be the customer's responsibility; however, city facilities will be required to comply with the ordinance and staff will have to survey the needs of city facilities to determine the cost.

**SOURCE OF FUNDS:** City Department Budgets - based upon designated location of backflow device within city owned facilities.

### **POLICY ISSUE:**

A Backflow Prevention/Cross Connection Program is mandated and necessary to comply with Article 12 of the Colorado Drinking Water Regulations. The approval of the ordinance will allow staff to implement and enforce the program and protect the City's water supply by preventing cross connection and backflow problems.

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**ALTERNATIVE:** City Council could request modifications to the proposed ordinance.

**BACKGROUND INFORMATION:**

The purpose of the Backflow Prevention/Cross Connection Program is to reduce the risk of contamination or pollution of the public water system, comply with Article 12 of the Colorado Drinking Water Regulations and protect the city's water supply. The implementation of the program will allow staff to identify possible cross connections, ensure that cross connection control devices are installed where needed, and ensure the installed devices are tested regularly. The cross connection/backflow prevention ordinance was provided to City Council on January 10, 2012 for discussion during a work session by then Superintendent Jim Fernandez. The cost to the customers was discussed by City Council members at length and at the time City Manager Gil de Rubio was also working on an energy audit in hopes of offsetting some of the cost to the customers created by the imposition of requirements of the ordinance. The implementation of the program was postponed at that time and due to employee turnover the ordinance was further delayed. It is now necessary to bring this issue to the forefront to comply with the state mandate.

# Attachment 1

## Additional Information and/or Questions:

As I mentioned in the meeting, there are three (3) elements involved with the cost of the backflow device:

- 1) Actual cost of device: Range of \$250-\$550 depending on size  
The cost will vary depending on size and type but a general price range is \$250 – up to \$550 for ¾” – 2” backflow devices. The need for a larger size device will be more expensive (i.e. -6” Backflow Device costs \$6,900).
- 2) Installation of device: N/A –obtain cost from a licensed plumber  
The cost of the installation of device is based upon charges from a licensed plumber.
- 3) Inspection and testing of the device: Approximately \$55.00 per test  
The cost of the testing is approximately \$55.00 per test which is dependent upon the fees imposed by licensed and certified cross connection technician.

The Cross Connection Control Program will involve several steps as the program is implemented

- 1) Educate/inform the public: **May/June 2014**-however education needs to be a continuous process.
- 2) Identify personnel to implement plan (in progress)
- 3) Survey and identify cross-connections: **June/July/August 2014**-During this step, the entire water customer list will be evaluated to identify customers who are most likely to have very high, and high, hazard connections. Connections that are found to potentially be extremely hazard will be immediately contacted and given a time frame to comply with regulations. Staff will need to provide guidance to ensure compliance with the regulation.
- 4) Ensuring the devices are installed, maintained, and tested
- 5) Ensuring records are maintained



ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE CONTROL OF CROSS-CONNECTIONS  
IN ORDER TO PREVENT BACKFLOW AND PROTECT THE CITY'S WATER  
SUPPLY SYSTEM FROM CONTAMINATION

**WHEREAS**, the City of Trinidad's Water Department is a water activity enterprise of the City of Trinidad that operates and maintains a public water system for the use and benefit of the inhabitants of the City and other water users within its service area; and

**WHEREAS**, the federal Safe Drinking Water Act, codified as 42 USC § 300f, et seq., and the regulations promulgated with respect thereto, create a duty for federal, state and local authorities to do those things necessary to protect public water systems, such as the City's, from the entry of contaminants that could be harmful to the health of persons connected to and otherwise using such system; and

**WHEREAS**, federal law authorizes civil and criminal actions against persons, including governmental entities that operate water supply systems, that fail to comply with lawful orders issued pursuant to the Safe Drinking Water Act and associated regulations; and

**WHEREAS**, the State of Colorado has adopted a statute generally making it unlawful for any person, including local governments and the officials thereof, to willfully violate, disobey or disregard any public health law of the state (see § 25-1-114, C.R.S.); and

**WHEREAS**, in response to the federal mandate in the Safe Drinking Water Act, this Colorado statute specifically makes it unlawful for any person to make, install or maintain any cross-connection between a water system providing drinking water to the public and any pipe, plumbing fixture or water system which contains water of a quality below the minimum general standards for drinking water supplied to the public [§ 25-1-114(1)(h), C.R.S.]; and

**WHEREAS**, in addition to possible criminal penalties, Colorado law permits the institution of civil actions and the imposition of civil penalties against those who violate state public health standards and regulations (§ 25-1-114.1, C.R.S.); and

**WHEREAS**, the Colorado Primary Drinking Water Regulations, contained in Article 11 as it currently exists or as may be amended thereof, mandates that a public water system shall have no uncontrolled cross connections to pipes, fixtures or supplies that contain water not meeting minimum state standards for drinking water and also require all public water system operators to protect their water supply systems from contamination; and

**WHEREAS**, said regulations also enumerate four ways in which a supplier of water "shall protect the public water system," including:

- a. Identification of hazardous service connections;
- b. Requiring system users to install and maintain containment devices on

health hazard service connections;

c. Requiring that containment devices be approved by the water supplier prior to installation; and

d. Requiring that all containment devices be tested and maintained as necessary upon installation and at least annually thereafter, by a trained and certified cross-connection control technician as referenced in the Hazardous Cross Connection Section of the Colorado Primary Drinking Water Regulations; and

**WHEREAS**, in order to comply with the foregoing federal and state mandates, and more importantly to do what is necessary and prudent to protect the City's water supply system and the health and welfare of those connected to its system, the City Council of the City of Trinidad has determined that a cross-connection control ordinance, as hereinafter set forth, should be adopted and enforced.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TRINIDAD**, as follows:

Section 12-86 is hereby added to the City of Trinidad's Municipal Code to read as follows:

CHAPTER 12, ARTICLE 5  
BACKFLOW PREVENTION AND CROSS-CONNECTIONS

Sections:

12-86(1)	Definitions
12-86(2)	Requirements
12-86(3)	Compliance procedures
12-86(4)	Appeals
12-86(5)	Jurisdictional issues and conflicts
12-86(6)	Violation and Penalties

12-86

(1) Definitions

Unless the context specifically indicates otherwise, the meanings of terms used in this Chapter shall be as follows:

a. "Approved backflow prevention assembly" means a backflow prevention assembly described in Foundation for Cross-Connection Control and Hydraulic Research's (FCCC&HR) most current "list of approved backflow prevention assemblies" or American Society of Sanitary Engineers (ASSE).

b. "Backflow" means the undesirable reversal of the direction of flow of water or mixtures of water and other liquids, gases, or other substances into the distribution pipes of the potable water supply from any source(s) caused by backpressure and/or backsiphonage.

- c. "Backflow preventer" means a device designed to prevent backflow created by backpressure or backsiphonage.
- d. "Backpressure" means backflow caused by a pump, elevated tank, boiler or means that could create an elevated pressure within the nonpotable system greater than the supply pressure.
- e. "Backsiphonage" means the flow of water or other liquids, mixtures or substances into the distribution pipes of a potable water supply system from any source other than its intended source caused by negative or sub-atmospheric pressure in the potable water supply system.
- f. "Certified cross-connection control technician" means a person who has the responsibility for the testing, operation and maintenance of cross-connection control devices and is certified as specified in accordance with the provisions of Article 11 of the Colorado Primary Drinking Water Regulations.
- g. "Colorado Cross-Connection Control Manual" means the most recent edition of a manual that has been published by the state addressing cross-connection control practices which will be used as a guidance document for the utility in implementing a cross-connection control program as outlined in Section 12-86(2)
- h. "Containment" means the installation of an approved backflow prevention device, or method, on the water service line(s), so that water delivered to the service line cannot return to the City potable water distribution system due to any backpressure and/or backsiphonage condition which might arise.
- i. "Contamination" means an impairment of the quality of the potable water by sewage, industrial fluids or waste liquids, compounds or other materials to a degree which creates an actual hazard to the public health through poisoning or through the spread of disease.
- j. "Cross-connection" means any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture or other device which contains, or may contain, contaminated water, sewage or other waste or liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or changeover devices, four-way valve connections, and other temporary or permanent devices through which, or because of which, backflow could occur are considered to be cross-connections.
- k. "City Manager" means the City Manager of the City of Trinidad or, if this person is not available, his or her subordinate designated by the City Manager in writing.

- l. "Hazard degree" means an evaluation of the potential risk to public health and the adverse effect of the hazard upon the potable water system.
- m. "Isolation" means a backflow device installed on a branch of the internal plumbing to protect the customer's water system.
- n. "Non-potable water" means water that is not safe for human consumption or that is of questionable quality.
- o. "Plumbing Codes" means the most recent edition of the plumbing codes that has been published by International Code Council and adopted by city ordinance.
- p. "Pollution" means the presence of any foreign substance (organic, inorganic, radiological or biological) in the water that may degrade the water quality so as to constitute a hazard or impair its usefulness.
- q. "Potable water" means water free from impurities in amounts sufficient to cause disease or harmful physiological effects. The bacteriological, chemical and radiological quality shall conform with State of Colorado Department of Public Health and Environment Primary Drinking Water Regulations.
- r. "Utility" means the City of Trinidad's Water Department, a water activity enterprise of the City of Trinidad.
- s. "Water service connection" means the customer's water service connection from the point of tap on the public potable water system; to the point where the service line enters the customer's structure (residential or business) including the customer's stop box or shut-off valve or meter, whichever comes first, from the utility water main. There shall be no unprotected takeoffs from the service line ahead of any meter or backflow prevention device located at the point of delivery to the customer's water system. Service connection shall also include any other temporary or emergency water service connections from a fire hydrant or any connection to the public potable water system.

## (2) Requirements

### a. Implementation and Enforcement of a Cross-Connection Control Program

(I) The City Manager and/or his or her designee is vested with the authority and responsibility for implementing and enforcing an effective cross-connection control program in accordance with the provisions of this Chapter.

### b. Backflow Preventers Required At All Service Connections.

(I) The City Manager and/or his or her designee will identify those customers who are likely to have a cross connection and an approved backflow preventer shall be required to be installed at any uncontrolled water service connection for the safety and protection of the City's water supply system and water users connected to that system.

(II) Property owner's and/or Agent's of the property shall be required to obtain a Backflow Service Permit (BSP) prior to the installation of the backflow prevention device. The installation of the backflow preventer must be performed by a licensed a plumber or certified cross connection control technician. The city reserves the right to impose a fee for the issuance of the Backflow Service Permit.

c. The City Manager and/or his or her designee shall have the authority to specify the type of backflow preventer to be installed at each service connection. The decision with respect to the type of backflow preventer that will be required in any specific situation shall be based upon:

(I) The degree of hazard posed by the facility connected or to be connected to the City water supply system.

(II) The degree of hazard shall be determined on a case-by-case basis, depending upon the circumstances of each particular case.

(III) In making determinations as to the degree of hazard and the type of device required, owners shall rely upon the latest published edition of the Colorado Cross-Connection Control Manual for guidance and may rely upon other generally accepted authorities, including but not limited to the official publications of the American Society of Sanitary Engineering and Section 608 of the International Plumbing Codes.

(IV) The City Manager and/or his or her designee may give notice in writing to the customer to install such an approved backflow prevention device at each service connection to the customer's premises.

d. Inspections and Testing Procedures.

(I) The City Manager and/or his or her designee has the authority to inspect any system owned and maintained by a utility customer to determine the extent and degree of hazard

e. The City Manager and/or his or her designee shall notify the utility customer/owner at any premises where containment backflow preventers are installed to have certified inspections and operational tests made upon installation of the containment device and at least once per year

thereafter.

(I) The City Manager and/or his or her designee may require certified tests at more frequent intervals if the potential hazard is deemed to be great enough. These inspections and tests shall be performed by a certified cross-connection control technician

f. The City Manager and/or his or her designee reserves the right to inspect or require the inspection of installed backflow preventers at any time to ensure the devices are in proper working order. The devices shall be repaired, overhauled or replaced whenever they are found to be defective. These inspections, tests and repairs shall be at the owners' expense. Records of such tests, repairs and overhaul, including materials and parts changed, shall be filed with the City Manager's office within ten days of such activities. The Utility shall keep and maintain such records in accordance with the requirements of applicable law.

(I) Containment devices will be tested annually according to the Colorado Revised Statutes and Colorado Department of Public Health and Environment Primary Drinking Water Regulations.

(II) If such devices are allowed by the City Manager and/or his or her designee as an acceptable alternative to total containment, isolation devices used to isolate and lower the overall degree of hazard for a property will be tested on a schedule determined by the City Manager and/or his or her designee.

(III) Isolation devices used on lawn irrigation sprinkler devices will be tested upon installation, repair or relocation, but in any event no less often than once annually.

g. Policy

(I) No water service connection to any premises shall be installed or maintained unless the water supply is protected as required by Colorado Revised Statutes, the regulations of the Colorado Department of Public Health and Environment and by this Chapter.

(II) Water service to any premises shall be denied or discontinued, as the case may be, by the Utility if:

(A) A backflow preventer required by this Chapter is not installed within the time period specified; or

(B) An approved backflow preventer has been

removed or bypassed; or

(C) An unprotected cross-connection exists on the premises; or

(D) An approved backflow preventer is not maintained.

(III) Whenever service is denied or discontinued, it shall not be provided or restored until the condition or defect identified in subparagraph 12-86(2)(g)(II) has been corrected.

(IV) The customer's system shall be open for inspection at all reasonable times to authorized representatives of the City Manager and/or his or her designee to determine whether cross-connections or other structural or sanitary hazards, including violations exist.

(V) When, as a result of an inspection, a condition involving a violation results in a health or sanitary hazard is determined to exist, or a utility customer and/or owner fails to properly test, repair, or otherwise maintain a backflow preventer as required, the City Manager and/or his or her designee shall have the option of immediate discontinuance of water service to the premises until the condition has been corrected, or may specify a date for compliance after which time the City Manager and/or his or her designee may discontinue service until the customer has corrected the condition.

h. Installations of Backflow Prevention Devices

(I) At the customer's expense, backflow preventers shall be installed immediately downstream of the water service customer's water meter, whether the meter is a pit set or an interior set. In all cases, backflow preventers must be installed before the first branch line leading off the service line.

(II) With the City Manager and/or his or her designee approval, a backflow preventer may be installed to isolate a hazard and lower the degree of hazard for containment. Such approval shall not be given unless the City Manager and/or his or her designee is convinced that the use of the isolation device will pose no threat to the public water supply system.

(III) All backflow preventers shall be located and installed according to the manufacturer's specifications and in accordance with the Colorado Cross-Connection Control

Manual. The City Manager and/or his or her designee shall review and approve all plans as to the type, location and installation of backflow prevention devices.

(IV) Utility customers and/or owner shall be responsible for the design, installation and maintenance of properly sized and located drains and drain systems whenever the type of backflow preventer specified or approved by the City Manager and/or his or her designee requires a drain.

(V) Plans shall not be modified relative to the type, location or installation of any backflow preventer approved by the City Manager and/or his or her designee without the City Manager and/or his or her designee's prior knowledge and written authorization.

(VI) If the location or removal of the backflow preventer results in the meter becoming contaminated, the customer shall bear the cost of decontamination.

i. Device Testing Equipment

(I) The acceptability of any testing gauge or apparatus shall be determined by the City Manager and/or his or designee.

(II) Any testing gauge, apparatus or scientific instrument utilized for the testing of backflow prevention devices shall be checked for accuracy at least yearly and be in calibration as certified by the cross connection technicians who perform the testing. The City Manager and/or his or her designee may require written certificates or other proof of calibration for such items to be filed with the utility.

(III) At a minimum, all test gauges must meet ASSE-1064 Standards for Gauges

(IV) All Certified Cross-Connection Technicians who perform work in the City shall obtain a contractor's license and file copies of their licenses.

j. Listings Identifying Approved Backflow Prevention Devices.

(I) Any approved backflow prevention assembly required shall be of a type and size approved by the City Manager and/or his or her designee and listed in the FCCC & HR's List of Approved Backflow Prevention Assemblies, American Society of Sanitary Engineers (ASSE) Series 5000 and/or Colorado Plumbing Codes.

### (3) Compliance Procedures

#### a. Installation of Required Devices

(I) Upon completion of inspection of the premises, or, in the case of new construction, on review of the construction plans, the City Manager and/or his or her designee shall notify the owner in writing of the type of device that will be required at each service connection within the owner's facility.

(II) The owner shall, at its expense, purchase and install the device and any necessary plumbing or construction. Such plumbing and construction shall meet all provisions of the Colorado Cross-Connection Control Manual, Plumbing Codes and/or City of Trinidad design standards and construction specifications and must be inspected and approved by the City Manager and/or his or her designee. The device, including any device installed prior to the effective date of this ordinance, shall be the property of the owner.

#### b. Compliance Required

(I) The utility will take necessary action to ensure compliance with the Colorado Department of Health, Primary Drinking Water Regulations, 5 CCR 1003-1, and more specifically Article 11 thereof, and the Colorado Revised Statutes, Section 25-1-114, as amended.

(II) The owner of the premises is required to permit entry to the premises for inspection, testing and maintenance purposes at reasonable times. Failure to permit entry to the premises will result in the premises being regarded as a high hazard, and a reduced-pressure-principle device will be required to protect the City of Trinidad's water supply system.

(III) The owner is required to provide all necessary plumbing and construction needed for the installation of the device. Failure to provide such required plumbing and construction will result in action being taken as provided for in Section 12-86(6)

(IV) A member of the board of appeals or employee of the City of Trinidad charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of

any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provision of this code shall be defended by a legal representative of the jurisdiction until the final termination of the proceedings. The City Manager or any subordinate shall not be liable for the cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

#### (4) Appeals

a. Any decision of the City Manager and/or his or her designee concerning the type of backflow preventer required with respect to any water service connection, may be appealed to the City of Trinidad Board of Building Code Appeals, provided the owner files a notice of appeal to the Office of the City Clerk within 15 days following the date upon issuance of the city's written notice.

b. The notice of appeal shall identify the property owner by name, mailing address, telephone number and email address, if any, and include the address of the owner's facility. In addition, the notice shall:

(I) Identify the City Manager and/or his or her designee's decision, which is being appealed; and

(II) Identify the type of backflow preventer that the owner believes should be installed at the owner's facility; and

(III) Include the owner's reasons for preferring such backflow preventer, instead of the backflow preventer designated by the City Manager and/or his or her designee, with or without written documentation supporting the owner's position.

c. After owner's and/or agent's filing of the notice of appeal, the City Clerk, by written notice specifying the date, time and place of the hearing, shall schedule a hearing. Such hearing shall be conducted within 20 days following the date upon which the notice of appeal was filed, unless the owner and the City Manager both agree to a later hearing date. At the hearing, the owner may present testimony, evidence and arguments in support of the owner's position and the City Manager and/or his or her designee may present testimony, evidence and arguments in support of the City Manager and/or his or her designee's decision.

d. The City Manager's and/or his or her designee's decision shall be affirmed unless the Board of Building Code of Appeals finds that the City Manager's and/or his or her designee's decision was arbitrary or capricious or that such decision violates applicable federal, state or local law. The Board of Building Code of Appeal's decision shall be rendered at the said hearing and the decision shall be final.

e. The paramount issue with respect to any appeal will be whether the type of backflow preventer authorized will adequately protect the public water supply system

f. Before deciding any appeal, the Board of Building Code of Appeals shall consider:

(I) Whether the backflow preventer specified by the City Manager and/or his or her designee is necessary to adequately protect the City's water supply system;

(II) Whether the backflow preventer preferred by the owner would adequately protect the City's water supply system;

(III) Whether the use of the backflow preventer preferred by the owner, when compared to the backflow preventer designated by the City Manager and/or his or her designee, is likely to result in a material decrease in the level of protection to the public water supply system.

g. In cases where an existing structure is being remodeled or reconstructed or where a change in the use of an existing structure will or may create a greater degree of hazard to the public water supply system than previously existed, the City Manager may consider:

(I) Differences in the type of devices and backflow prevention assemblies, when comparing the type of backflow preventer specified by the City Manager and/or his or her designee to the type of backflow preventer preferred by the owner;

(II) Differences in the installation and maintenance of the two types of backflow preventers being compared;

(III) Other significant differences or practical difficulties associated with the use, installation and/or maintenance of the backflow preventers being compared;

(IV) Other relevant life, safety or health concerns raised by the City Manager and/or his or her designee or the owner.

(5) Jurisdictional issues and conflicts:

In the event the provisions of 12-86 are in conflict with the requirements of any plumbing code or regulation applicable in the City of Trinidad, the provisions of 12-86 shall apply to the extent necessary to resolve the conflict and shall be binding upon all plumbing officials performing official duties within the City.

(6) Violations and Penalties

a. The City Manager and/or his or her designee shall notify the owner, or authorized agent of the owner, of the building or premises of a violation of this Chapter. The City Manager and/or his or her designee shall set a specific time for the owner to have the violation removed or corrected. If the owner fails to correct the violation in the specified time, the City Manager and/or his or her designee may, if in his or her judgment decide the connection poses an imminent health hazard, suspend water service to the building or premises. Additional fines or penalties may also be invoked following suspension of service.

b. Violations of this Chapter may be prosecuted in municipal court and, upon conviction thereof, a violator may be fined at a minimum of \$300 and not to exceed \$2,650 per violation, per day.

INTRODUCED BY COUNCILMEMBER \_\_\_\_\_, READ AND ORDERED PUBLISHED, this \_\_\_\_ day of \_\_\_\_\_, 2014.

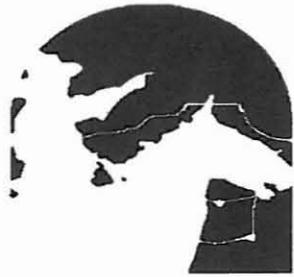
FINALLY PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
JOSEPH A. REORDA, Mayor

ATTEST:

\_\_\_\_\_  
AUDRA GARRETT, City Clerk



CITY OF TRINIDAD, COLORADO  
1876

# COUNCIL COMMUNICATION

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**CITY COUNCIL MEETING:** April 4, 2014  
**PREPARED BY:** Lonny Medina, Finance Director  
**DEPT. HEAD SIGNATURE:** *Lonny Medina*  
**# OF ATTACHMENTS:** 1

**SUBJECT:** 2013 Audit Engagement Letter from Dixon, Waller & Co, Inc.

**PRESENTER:** Lonny Medina, Finance Director

**RECOMMENDED CITY COUNCIL ACTION:** Consider forwarding to a regular meeting.

**SUMMARY STATEMENT:** Dixon, Waller & Co is scheduled to start the City's yearly Financial Audit on April 22, 2014. This Engagement Letter states the understanding between the Auditor and the City and needs to be approved by City Council and the City Manager.

**EXPENDITURE REQUIRED:** \$28,000.

**SOURCE OF FUNDS:** Budgeted and to be allocated to all Funds.

**POLICY ISSUE:** Required by Charter – Section 9.15.

**ALTERNATIVE:** None.

**BACKGROUND INFORMATION:**

- Dixon Waller & Co has been performing the City's Financial Audit for many years. Their experience and knowledge of the City's Accounting System and Internal Controls enables them to perform an efficient and professional Audit. Their field work is expected to take four weeks with a staff of up to three CPA's. Their audit reports are to be issued no later than June 30, 2014.

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164 E. MAIN  
TRINIDAD, COLORADO 81082  
(719) 846-9241 FAX (719) 846-3352

April 4, 2014

To the City Council and City Manager

We are pleased to confirm our understanding of the services we are to provide City of Trinidad for the year ended December 31, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of Trinidad as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Trinidad's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Trinidad's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Statement of Revenues, Expenditure and Changes in Fund Balance – Budget and Actual – for the General and Major Special Revenue Funds
- 3) Schedule of Funding Progress – Fire and Police Pensions

We have also been engaged to report on supplementary information other than RSI that accompanies city of Trinidad's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements
- 2) State Required Schedules
- 3) Other Schedules

[The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.]

- 1) None

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the

areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards,

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Trinidad's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately April 22, 2014 and to issue our reports no later than June 30, 2014. Mike Dixon is the engagement partner and is responsible for supervising the engagement and signing the report

or authorizing another individual to sign it. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$28,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered 75% at the completion of fieldwork and 25% when our report is issued. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of Trinidad and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Dixon, Waller & Co., Inc.*

Dixon, Waller & Co., Inc.

RESPONSE:

This letter correctly sets forth the understanding of City of Trinidad.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



## COUNCIL COMMUNICATION

**CITY COUNCIL WORK SESSION:** April 8, 2014  
**PREPARED BY:** Chris Kelley  
**DEPT. HEAD SIGNATURE:**  
**ATTACHMENTS:** 1

*Chris S. Kelley*

**SUBJECT:** Review of information and discussion regarding building codes.

**PRESENTER:** Chris Kelley, Chief Building Inspector

**RECOMMENDED CITY COUNCIL ACTION:** No action is required at this time. The Chief Building Inspector will go through the building codes and their use with City Council. Staff and Council may also discuss proposed changes to the building codes that may be considered for future action.

**SUMMARY STATEMENT:** Staff with input from City Council previously proposed changes to Chapter 5 – Buildings in the City’s Code of Ordinances to increase the ability for the City to bring enforcement action if buildings are vacant and deteriorating and add some flexibility to certain aspects of the Building Code. The changes were adopted by City Council in December 2013 with the intent to revisit the Building Code in 2014. This work session is intended to provide information to the newly elected members on City Council and serve as a refresher to others. Staff and City Council will have an upcoming special work session on April 17, 2014 to discuss the building codes as specifically related to the renovation and preservation of buildings in the Historic District

**EXPENDITURE REQUIRED:** None at this time.

**SOURCE OF FUNDS:** N/A

**POLICY ISSUE:** Changes to the City’s Code of Ordinances to increase the effectiveness of building code enforcement and to allow alternatives to be considered by the Building Official to certain aspects of the Building Code.

**ALTERNATIVE:** Building codes and processes related to vacant buildings could remain as is.

### **BACKGROUND INFORMATION:**

Staff has previously provided City Council with information regarding the current building ordinance and information on the International Code Council property maintenance code and municipal code. City Council and staff have had several discussions regarding changes that the City should consider to improve how the City’s ordinances and building codes and how we can increase code compliance, and encourage building owners to make the necessary improvements to the buildings to remedy continued deterioration and any life safety issues.

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## CITY OF TRINIDAD, COLORADO

### ORDINANCE NO. 1949

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REPEALING AND RE-ENACTING CHAPTER 5 ("BUILDINGS"), AND ARTICLE 1 OF CHAPTER 8 ("FIRE PREVENTION"), OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, FOR THE PURPOSES OF (i) ADOPTING BY REFERENCE UNIFORM CODES FOR THE REGULATION OF BUILDINGS—TO WIT, THE 2009 EDITIONS OF THE *INTERNATIONAL BUILDING CODE*, *INTERNATIONAL RESIDENTIAL CODE*, *INTERNATIONAL FIRE CODE*, *INTERNATIONAL PLUMBING CODE*, *INTERNATIONAL MECHANICAL CODE*, *INTERNATIONAL FUEL GAS CODE*, *INTERNATIONAL EXISTING BUILDING CODE*, *INTERNATIONAL PROPERTY MAINTENANCE CODE*, AND *INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE*; AND THE 2011 EDITION OF THE NATIONAL ELECTRICAL CODE; AND (ii) REPLACING CURRENTLY-ADOPTED BUILDING CODES IN CONFLICT THEREWITH

WHEREAS, Chapter II, § 2.4, of the Home Rule Charter for the City of Trinidad, Colorado, provides that "[t]he City shall have all powers of local self government and Home Rule possible for a city to have under the Constitution and laws of [the state of Colorado] as fully and completely as though they were specifically enumerated in this Charter."; and

WHEREAS, § 31-15-601 *et seq.*, C.R.S., confers upon the City general powers to establish building and fire safety regulations; and

WHEREAS, the City Council of the City of Trinidad, Colorado, herein desires to adopt by reference uniform codes for the regulation of buildings—to wit, the 2009 editions of the *International Building Code*, *International Residential Code*, *International Fire Code*, *International Plumbing Code*, *International Mechanical Code*, *International Fuel Gas Code*, *International Existing Building Code*, *International Property Maintenance Code*, and *International Private Sewage Disposal Code* and the 2011 edition of the National Electrical Code—to establish minimum requirements to safeguard the public health, safety, and general welfare from fire and other hazards attributed to the built environment.

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

**Section 1. Repeal and Re-enactment of Chapter 5 ("BUILDINGS") of the Code of the City of Trinidad, Colorado.** Chapter 5 ("BUILDINGS") of the Code of the City of Trinidad, Colorado, is hereby repealed and re-enacted in its entirety as follows:

## CHAPTER 5. BUILDINGS.

### ARTICLE 1. IN GENERAL.

#### Section 5-1. In General.

(1) Entity charged with code administration department having jurisdiction or similar words shall be the Chief Building Official (CBO) who shall be ICC certified. The CBO, appointed by

the City Manager, is charged with the direct overall administration and enforcement of this code; and, in the performance of said duties, may delegate the necessary authority to the appropriate technical, administrative and compliance staff under the supervision of the building official.

(2) Authority of the Chief Building Official.

(a) The CBO is hereby authorized and directed to enforce all the provisions of this Article. For such purposes, the Building Official shall have the authority to adopt and promulgate administrative rules and procedures consistent with the provisions of this Article; to interpret and implement the provisions of this Article; to secure the intent thereof; to enforce all provisions of this Article pursuant to the authority granted; and to designate requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in the adopted building code, or of violating accepted engineering methods involving public safety.

(b) It shall not be a requirement that the CBO be a certified peace officer.

(3) **Policy making power.** The Chief Building Official may promulgate policies and procedures as necessary for his/her department.

For example:

- (a) Issuance of Notice and Order citations
- (b) Stop Work orders
- (c) Contractor licensing
- (d) Payment of fees
- (e) Accepting plans and specifications. The review of said plans and specifications
- (f) Issuing of permits and performing required inspections

(4) **Inspections.**

(a) *Generally.* When necessary to make an inspection to enforce any provisions of this Code, or when the city has reason to believe there exists in any building or upon any land any condition that constitutes a violation of this Code, an authorized city employee or agent may present proper credentials and request entry. If entry is refused or if the owner cannot be located after reasonable effort, the city shall give the owner or, if the owner cannot be located, leave at the building or premises, a written notice of the city's intent to inspect the property. The notice shall set forth the time, not sooner than twenty-four (24) hours after the notice of intent to inspect is given or left, at which the city will return for inspection. The notice shall state that the owner has the

right to refuse entry and that in the event such entry is refused, inspection may be made only upon issuance of a search warrant by a municipal judge of the city, or by a judge of any other court having jurisdiction.

(b) *Search warrants.* Upon application by the city and a showing of probable cause, the judge shall issue a search warrant entitling the city agent to enter the building or the premises and authorizing the use of reasonable force, if necessary, to gain entry. To establish probable cause, the city agent shall not be required to demonstrate specific knowledge of the violation at issue, but must show some factual or practical circumstances that would cause an ordinary prudent person to believe a violation exists.

(c) *Emergencies.* When an emergency situation exists in relation to the enforcement of any of the provisions of this Code, a city agent may enter any building or upon any premises within the city, using such reasonable force as may be necessary. An emergency situation includes any situation of imminent danger of loss of, or injury or damage to, life, limb, property, or threat to public safety. It is unlawful for any owner of the building or premises to deny entry to a city agent or to resist reasonable force used by such agent acting pursuant to this subsection.

(5) **Violations.**

(a) *Unlawful acts.* It shall be unlawful for a person, firm or corporation to be in conflict with or in violation of any of the provisions of this code.

(b) *Notice of violation.* The Chief Building Officer shall serve a notice of violation or order in accordance with Section 107 of the International Property Maintenance Code (IPMC).

(c) *Prosecution of violation.* Any person failing to comply with a notice of violation or order served in accordance with Section 107 of the IPMC shall be deemed guilty of a civil infraction as determined by the local municipality, and the violation shall be deemed a *strict liability offense*. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be assessed upon the real estate upon which the structure is located and/or a judgment shall be filed against the owner of record.

(i) *Civil judgment.* In any case in which a public nuisance is established, in addition to a permanent abatement order, the City may seek to have the Court impose a separate civil judgment on every part-defendant who committed,

conducted, promoted, facilitated, permitted, failed to prevent or otherwise let happen any public nuisance in or on the parcel that is the subject of the public nuisance action. This civil judgment shall be for the purpose of compensating the City for costs it incurs in pursuing the remedies under this Section.

(d) *Violation penalties.* Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(e) *Abatement of violation.* The imposition of the penalties herein described shall not preclude the City Attorney of the jurisdiction from instituting appropriate action to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or utilization of the building, structure or premises.

(f) *Unauthorized tampering.* Signs, tags or seals posted or affixed by the code official shall not be mutilated, destroyed or tampered with, or removed without authorization from the code official.

## **Section 5-2. Abatement of unsanitary or dangerous premises.**

(1) If either the City Manager, the City Engineer, the Building Official or the Fire Marshal determines that any premises within the City are unsanitary, as determined by the County Department of Health and Environment, or dangerous to the life or property of persons or constitute a fire hazard, a written notice of such condition shall be given by the City to the owner, agent or occupant of the property ordering the premises to be put in proper condition within such period as is set out in the notice and order. Such period shall not be less than twenty-four (24) hours.

(2) **Abatement by City in cases of emergency.** Nothing herein shall be deemed to limit the power of the City Manager, City Engineer, Building Official or Fire Marshal, in case of an emergency for the preservation of the public health or safety, to summarily remedy, change, repair, abate or order the evacuation of any dangerous or unhealthy condition found to exist without any notice to any person.

(3) **Abatement of nuisances when property owner absent.** If the lot or premises is not occupied and the owner is not found within the City when the notice is about to be given, the City Council may have the premises cleaned, changed, repaired or the nuisance abated without serving personal notice of any kind upon the owner or agent and may assess the costs against the lot or premises.

(4) **Abatement of nuisances by persons other than City.** Any person ordered to clean, repair, change or make safe any property or abate any nuisance may do so at such person's own expense, if suitable arrangements are made with the City Engineer, Building Official or Fire Marshal, prior to the time when the City shall start carrying out any order made under this Article.

(5) **Provisions to be cumulative.** The provisions of Section 5-2, items 1-5 are cumulative to all other provisions relating to unsanitary and dangerous conditions and to nuisances in this Code.

(6) **Recovery of expenses of abatement.** Once a property owner, agent or occupant of a property has received written notice from the City and the property/premises has not been put in proper condition within twenty-four (24) hours, the City may enter upon such property and abate the nuisance pursuant to the provisions of this ordinance. Actual costs thereof, including five (5) percent for inspection, a minimum fee assessment of fifty (\$50.00) dollars and other incidental costs in connect therewith, shall be assessed upon the property/premises.

In any case in which a public nuisance is established, in addition to a permanent abatement order, the City Attorney may seek remedies permitted by law or equity, including those provided in Section 5-1(5).

### **Section 5-3. Building Maintenance.**

(1) **Nuisance declared and prohibited.** No owner or occupant of any real property within the City shall permit the maintenance or existence on such property of defective roofs, windows and decorative facades as said conditions are more particularly addressed and regulated by provisions of this Article, and such conditions are hereby declared to be a nuisance and a menace to the public welfare. This declaration of nuisance and prohibition shall apply to all locations.

(2) **Maintenance.** All roofs, windows and facades shall be in compliance with the current International Building Codes adopted by the City. In effect, building components must meet the climatic and geographic design criteria which are 90 mph winds, seismic B and 30 pound snow loads.

(3) **Abatement.** The owner of any private property on which a nuisance condition occurs is responsible for abating the nuisance. The owner's failure or refusal to abate a nuisance is a civil infraction. A separate offense shall be deemed committed on each day that a violation occurs or continues. The payment of any penalty does not relieve the offender from compliance with the requirements of this Article.

(4) **Violation and penalties; subsequent violation; suspension or revocation of license.**

(a) Whenever, in this Code or in any ordinance of the City, or rule, regulation or order promulgated by any law officer or agency of the City under authority duly vested in him/her or it, any act or failure to do a required act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, and no specific penalty is provided therefore, the violation of any such provision of this Code or any ordinance or any rule, regulation or order as aforesaid shall be punished by a fine of not less than Three

Hundred Dollars (\$300.00) nor to exceed Two Thousand Six Hundred Fifty Dollars (\$2,650.00) or by imprisonment in the City Jail or other place of legal incarceration for not more than ninety (90) days, or by both such fine and imprisonment in the discretion of the court.

(b) If the penalty for a particular offense is limited by State statute, then such limitation shall be applicable notwithstanding the provisions of this section.

(c) The suspension or revocation of any license, certificate or other privilege conferred by the City shall not be regarded as a penalty for the purposes of this Code but shall be in addition thereto.

(5) **Continuing offense.** Unless otherwise specifically provided, each day any violation of this Code occurs or continues to exist shall constitute a separate and distinct offense.

#### **Section 5-4. Exterior Property Maintenance.**

(1) **Nuisance declared and prohibited.** No owner or occupant of any real property within the City shall permit the maintenance or existence on such property of dirt yards, dilapidated fences or walls as said conditions are more particularly addressed and regulated by provisions of this Article, and such conditions are hereby declared to be a nuisance and a menace to the public welfare. This declaration of nuisance and prohibition shall apply only to locations that are visible from a public street or sidewalk. For the purposes of this Section 5-4, the term yard shall mean the open space between buildings and property lines at the front, rear and sides of any property containing one (1) or more buildings which, if newly constructed, would require a certificate of occupancy under this Code.

(2) **Yard maintenance.** No less than twenty five (25) percent of any yard area, excluding sidewalks and driveways, shall be covered with grass, ground cover plants or other landscaping material, such as mulch, decorative gravel, stone or paving bricks. Ground cover consisting of crushed rock, gravel or similar materials shall be one quarter (1/4) inch or larger in size and shall be maintained at a depth that is sufficient to cover all exposed areas of dirt.

(3) **Fence and wall maintenance.** All fences and walls shall be structurally sound and maintained in good repair so that there are no broken, loose, damaged, removed or missing parts (i.e., pickets, slats, posts, wood rails, bricks, panels). Repair of fences and walls shall be made with materials that are comparable in composition, color, size, shape, design and quality to those originally used to construct the fence or wall being repaired. Nothing herein shall be construed to prohibit or restrict the replacement of a fence or wall.

(4) **Abatement.** The owner of any private property on which a nuisance condition occurs is responsible for abating the nuisance. The owner's failure or refusal to abate a nuisance is a civil infraction. A separate offense shall be deemed committed on each day that a violation occurs or continues. The payment of any penalty does not relieve the offender from compliance with the requirements of this Article.

(5) **Violations and penalties.** Any person who violates any provision of this Article commits a civil infraction and is subject to the penalty provisions of Subsection 5-3(4).

**Section 5-5. Notice and Order Procedure.**

(1) The following procedures will be in place when a Notice and Order is issued to the owner of record when any of the aforementioned violations are noted or any violations specific to the International Property Maintenance Code.

(a) Notice and Order is sent by certified mail to the owner of record and property is posted as "Do Not Enter. Unsafe To Occupy" along with a copy of the Notice and Order. The structure shall remain vacated.

(i) The owner of record may appeal from this notice and order to the Board of Appeals at the City of Trinidad, provided the appeal is made in writing and filed with the Building Official within fifteen (15) days from the date of service of this notice and order. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(ii) Failure to appeal and/or lack of response i.e. non-delivery/acceptance of notice, no communication written or verbal will constitute a waiver of all right to an administrative hearing and determination of the matter. (Section 111.1)

(iii) A Final Notice and Order will be sent via certified mail to the owner of record for the property. Lack of response and/or appeal warrants the following procedures:

(1) A building permit for the repair or demolition shall be secured by 30 days from the date of the certified letter, and the work shall commence on the date of permit. The work shall be completed within 30 days of permit issuance or as set forth by the building official.

(2) If the necessary repairs or demolition is not commenced or completed by the dates as outlined above, the City of Trinidad will proceed to have the work completed and charge the costs thereof against the real estate upon which the structure is located and a lien shall be filed upon such real estate.

(3) Should the owner of record elect to demolish the premises, demolition shall not be considered complete until all debris has been removed and fill material has been placed and compacted to the elevation of the surrounding ground.

(b) A building permit for the repair or demolition shall be secured by 30 days from the date of certified letter, and the work shall commence on the date of permit. The repair work shall be completed within such a time, as the building official shall determine is reasonable under all of the circumstances. The work shall be completed within 30 days of permit issuance.

(c) If the necessary repairs or demolition are not commenced or completed by the dates as outlined above, the City of Trinidad may proceed to have the work completed with costs being charged against the real estate through a special tax assessment upon which the structure is located and/or a judgment shall be filed against the owner of record.

(i) *Civil judgment.* In any case in which a public nuisance is established, in addition to a permanent abatement order, the City Attorney may seek to have the Court impose a separate civil judgment on every part-defendant who committed, conducted, promoted, facilitated, permitted, failed to prevent or otherwise let happen any public nuisance in or on the parcel that is the subject of the public nuisance action. This civil judgment shall be for the purpose of compensating the City for the costs it incurs in pursuing the remedies under this Section.

(d) Should the owner of record elect to demolish the premises, demolition shall not be considered complete until all debris has been removed and fill material has been placed and compacted to the elevation of the surrounding ground.

#### **Section 5-6. Stop Work Order Procedure.**

(1) **Authority.** Whenever the code official finds any work regulated by this code being performed in a manner contrary to the provisions of this code or in a dangerous or unsafe manner, the code official is authorized to issue a stop work order.

(2) **Issuance.** A stop work order shall be posted on the property in question. Upon issuance of a stop work order, the posted work shall stop immediately. The stop work order shall state the reason for the order and the conditions under which the cited work is authorized to resume. Before resuming any work the code official must be notified.

(3) **Placard removal.** The code official shall remove the stop work placard whenever the defect or defects upon which the posting were based have been eliminated. Any person who defaces or removes a stop work order placard without the approval of the code official shall be subject to the penalties provided by this code.

(4) **Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty Dollars (\$2,650.00).

**Section 5-7. International Building Code.**

(1) The *International Building Code*, 2009 Edition, including Appendix Chapter J (“Grading”), as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Building Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Building Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Building Code*, 2009 Edition (“IBC”), are hereby revised:

(a) Amend **IBC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IBC § 109.2, Schedule of permit fees**, as follows: insert the following Schedule of Permit Fees:

<b>Schedule of Permit Fees</b>	
<b>Total Valuation:</b>	<b>Fee:</b>
\$1.00 to \$500.00	\$24.00
\$501.00 to \$2,000.00	\$24.00 for the first \$500.00; plus \$3.00 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$40,000.00	\$69.00 for the first \$2,000.00; plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$40,000.00
\$40,001.00 to \$100,000.00	\$487.00 for the first \$40,000.00; plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,027.00 for the first \$100,000.00; plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,827.00 for the first \$500,000.00; plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 to \$5,000,000.00	\$6,327.00 for the first \$1,000,000.00; plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00
\$5,000,001.00 and up	\$18,327 for the first \$5,000,000.00; plus \$1.00 for each additional \$1,000.00 or fraction thereof

**Other Inspections and Fees:**

1. Plan review fee ..... Fifty percent (50%) of the permit fee
2. Inspections outside of normal business hours ..... \$50.00 per hour\* (Minimum charge – two hours)
3. Reinspection fees assessed under provisions of IBC § 108.4 ..... \$50.00 per hour\*
4. Inspections for which no fee is specifically indicated ..... \$50.00 per hour\*
5. Additional plan review required by changes, additions, or revisions to plans ..... \$50.00 per hour\*
6. For use of outside consultants for plan checking and inspections, or both..... Actual Cost\*\*
7. For issuance of each temporary Certificate of Occupancy ..... \$750.00\*\*\*
8. Administrative Fees ..... \$150.00 min (\$50.00 per hour thereafter)

**NOTATION: Reference City of Trinidad Municipal Code Chapter 7, Article 3, Section 7-23 regarding imposition of Use Tax.**

\* Or the total hourly cost to the City, whichever is greatest. The cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved.

\*\* Actual costs include administrative and overhead costs.

\*\*\* \$500.00 shall be refunded if a Certificate of Occupancy is issued prior to the expiration of the Temporary Certificate of Occupancy.

(c) Amend **IBC § 114.4, Violation penalties**, to read: Any person who violates a provision of this code or fails to comply with any of the requirements thereof, or who erects, constructs, alters, or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(d) Amend **IBC § 115.3, Unlawful continuance**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IBC and IFC § 903.2.8, Group R**, as follows: **R-3 only** to be excluded from sprinkler requirements **only if** a two hour minimum fire separation completely separates the R-3 from any and all other occupancy classes and **only** when there is **one** R-3 unit within a commercial building. Said exclusion shall only be effective through December 31, 2016.

(f) Amend **IBC § 1612.3, Establishment of flood hazard areas**, as follows: insert name of jurisdiction as "the City of Trinidad, Colorado," and insert "April 3, 1984," as the date of issuance.

(g) Amend **IBC § 3412.2, Applicability**, as follows: insert date of "January 1, 1950."

#### **Section 5-8. International Residential Code.**

(Buildable lot size shall be a minimum of 6,000 square feet. Twenty-five percent (25%) of the total lot area must remain open space. Accessory structures shall not exceed 75% of the *primary structure footprint*.)

(1) The *International Residential Code*, 2009 Edition, including Appendix Chapters E, L, F, and M, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Residential Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of

said *International Residential Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Residential Code*, 2009 Edition (“IRC”), are hereby revised:

(a) Amend **IRC § R101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IRC § R105.2, Permits**, as follows:

- (1) Accessory structures require a permit if greater than 120 square feet.
- (2) Fences require a permit if over 5 foot 6 inches (5’6”) high.

(c) Amend **IRC § R108.2, Schedule of permit fees**, as follows: **See Building Permit Fees Section 5-7(b). (deleted table)**

(d) Amend **IRC § R113.4, Violation penalties**, to read: Any person who violates a provision of this code or fails to comply with any of the requirements thereof, or who erects, constructs, alters, or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IRC § R114.2, Unlawful continuance**, to read: Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3.4a and 5 of the Code of the City of Trinidad, Colorado.

(f) Amend **IRC Table R301.2(1), Climatic and geographic design criteria**, as follows: Insert the following table:

**TABLE R301.2(1)  
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

Roof Snow Load	Wind Speed (mph)	Seismic Design Category	SUBJECT TO DAMAGE FROM				Winter Design Temp	Ice Shield Underlayment Required	Flood Hazards	Air Freezing Index	Mean Annual Temp
			Weathering	Frost Line Depth	Termite	Decay					
30 psf	90 mph Exposure “B”	“B”	Severe	32”	Slight to Moderate	None to Slight	1° F	No	Varies	597	51.7° F

(g) Delete IRC Table R302.1 and replace with:

**TABLE R302.1  
EXTERIOR WALLS**

EXTERIOR WALL ELEMENT		MINIMUM FIRE RESISTANCE RATING	MINIMUM FIRE SEPARATION DISTANCE
Walls	(Fire-resistance rated)	1 hour with exposure from both sides	0 feet
	(Not fire-resistance rated)	0 hours	5 feet <sup>1</sup>
Projections	(Fire-resistance rated)	1 hour on the underside	2 feet
	(Not fire-resistance rated)	0 hours	5 feet <sup>2</sup>
Openings	Not allowed	Not applicable	< 3 feet
	25% maximum of wall area	0 hours	>= 3 feet and < 5 feet
		0 hours	>= 5 feet
Penetrations	All	Comply with IRC § R302.4	< 3 feet
		None required	>= 3 feet

1. Fire separation distance of three (3) feet can be used if the exterior wall cladding and trim are of noncombustible material. (Refer to IRC § R202 for a definition of “noncombustible material.”)
2. Fire separation distance of three (3) feet can be used if the soffit cladding and fascia board are of noncombustible material. (Refer to IRC § R202 for a definition of “noncombustible material.”)

(h) Amend the exception to **IRC § R302.2, Townhouses**, as follows:  
**Exception:** a common 2-hour . . . . [The remainder is unchanged.]

(i) Amend **IRC § R302.2.4, Structural independence**, by deleting exception No. 5 and replacing it as follows:

5. *Townhouses* separated by a common 2-hour fire-resistance-rated wall as provided in Section R302.2.

(j) Amend **IRC § R313.1, Townhouse automatic fire sprinkler systems**, to read: Effective January 1, 2017, an automatic residential fire sprinkler system shall be installed in *townhouses*.

(k) Amend **IRC § R313.2, One- and two-family dwellings automatic fire systems**, to read: Effective January 1, 2017, an automatic residential fire sprinkler system shall be installed in one- and two-family dwellings.

(l) Amend **IRC § R315.1, Carbon monoxide alarms**, to read: For new construction, an approved carbon monoxide alarm shall be installed within fifteen feet (15') of the entrance to each bedroom in dwelling units within which fuel-fired appliances are installed and in dwelling units that have attached garages. Any basement, whether finished or not, with fire

fueled appliances requires a carbon monoxide detector hardwired into the smoke detector system.

(m) Add an exception to **IRC § 315.2, Where required in existing buildings**, as follows:

**Exception:** Work involving the exterior surfaces of dwelling units, such as the replacement of roofing or siding, or the addition of a porch or deck, is exempt from the requirements of this Section.

(n) Delete **IRC Chapter 11**, entitled “**ENERGY EFFICIENCY**,” in its entirety. Please refer to the International Energy Conservation Code, adopted in Section 5-12 of this Article, for energy conservation requirements.

(o) Amend **IRC § P2603.6.1, Sewer depth**, as follows: insert “thirty-two (32)” in two locations.

#### **Section 5-9. International Plumbing Code.**

(1) The *International Plumbing Code*, 2009 Edition, including Appendix Chapters C, D, and E, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Plumbing Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Plumbing Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Plumbing Code*, 2009 Edition (“IPC”), are hereby revised:

(a) Amend **IPC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IPC § 106.1, Permits – when required**, to read: Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the *occupancy* of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the code official and obtain the required permit for the work; provided, however, that such a permit shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing plumbing inspections.

(c) Amend **IPC § 106.6.2, Fee schedule**, to read: The fees for all plumbing work requiring a permit from the City of Trinidad, **however, that such a permit shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing plumbing inspections.**

(d) Amend **IPC § 106.6.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations, **however, that such a refund shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing plumbing inspections.**

(e) Amend **IPC § 108.4, Violation penalties**, to read: Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(f) Amend **IPC § 108.5, Stop work orders**, to read: Upon notice from the code official, work on any plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(g) Amend **IPC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(h) Delete **IPC §§ 109.2 through 109.6**, regarding membership and procedures of the board of appeals.

(i) Amend **IPC § 305.6.1, Sewer depth**, as follows: insert “thirty-two (32)” in two locations.

(j) Amend **IPC § 904.1, Roof extension**, as follows: insert “six (6)” where indicated.

## **Section 5-10. International Mechanical Code.**

(1) The *International Mechanical Code*, 2009 Edition, including Appendix Chapter A (“Combustion Air Openings and Chimney Connector Pass-Throughs”), as published by the

International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Mechanical Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Mechanical Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Mechanical Code*, 2009 Edition (“IMC”), are hereby revised:

(a) Amend **IMC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IMC § 106.5.2, Fee schedule**, as follows: insert the following fee schedule:

<b>Fee Schedule</b>	
<b>Valuation of Work:</b>	<b>Permit Fee:</b>
Not more than \$2,000.00	\$30.00
More than \$2,000.00	\$30.00 plus, \$10.00 per each \$1,000.00 valuation or fraction thereof.

(c) Amend **IMC § 106.5.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations.

(d) Amend **IMC § 108.4, Violation penalties**, to read: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IMC § 108.5, Stop work orders**, to read: Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner’s agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(f) Amend **IMC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this

code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(g) Delete **IMC §§ 109.2 through 109.6**, regarding membership and procedures of the board of appeals.

#### **Section 5-11. International Fuel Gas Code.**

(1) The *International Fuel Gas Code*, 2009 Edition, including Appendix Chapters A, B, C, and D, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Fuel Gas Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Fuel Gas Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Fuel Gas Code*, 2009 Edition (“IFGC”), are hereby revised:

(a) Amend **IFGC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IFGC § 106.1, Where required**, to read: An owner, authorized agent, or contractor who desires to erect, install, enlarge, alter, repair, remove, convert, or replace an installation regulated by this code, or to cause such work to be done, shall first make application to the code official and obtain the required permit for the work; provided, however, that such a permit shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing fuel gas inspections.

**Exception:** Where *appliance* and *equipment* replacements and repairs are required to be performed in an emergency situation, the permit application shall be submitted within the City’s next working business day.

(c) Amend **IFGC § 106.6.2 Fee schedule**, to read: The fees for all fuel gas work requiring a permit from the City of Trinidad shall be as indicated in the following schedule:

<b>Fee Schedule</b>	
<b>Valuation of Work:</b>	<b>Permit Fee:</b>
Not more than \$2,000.00	\$30.00
More than \$2,000.00	\$30.00 plus \$10.00 per each \$1,000.00 valuation or fraction thereof.

(d) Amend **IFGC § 106.6.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations.

(e) Amend **IFGC § 108.4, Violation penalties**, to read: Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof, or erect, install, alter, or repair work in violation of the *approved construction documents* or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(f) Amend **IFGC § 108.5, Stop work orders**, to read: Upon notice from the code official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner’s agent, or the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(g) Amend **IFGC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(h) Delete **IFGC §§ 109.2 through 109.6**, regarding membership and procedures of the board of appeals.

### **Section 5-12. International Energy Conservation Code.**

(1) The *International Energy Conservation Code*, 2009 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Energy Conservation Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Energy Conservation Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Energy Conservation Code*, 2009 Edition (“IECC”), are hereby revised:

(a) Amend **IECC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IECC § 108.4, Failure to comply**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

### **Section 5-13. International Existing Building Code.**

(1) The *International Existing Building Code*, 2009 Edition, as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Existing Building Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, and changes prescribed in this Section. At least one (1) copy of said *International Existing Building Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Existing Building Code*, 2009 Edition (“IEBC”), are hereby revised:

(a) Amend **IEBC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IEBC § 1301.2, Applicability**, as follows: insert “January 1, 2014” as the specified date.

(c) Amend **IEBC § 113.4, Violation penalties**, to read: Any person who violates a provision of this code or who fails to comply with any of the requirements thereof, or who *repairs*, alters, or changes the occupancy of a building or structure in violation of the approved construction documents or directive of the code official, or of a permit or

certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(d) Amend **IEBC § 114.3, Unlawful continuance**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(e) **Add to IEBC § 104.10, Modifications.** Phased Construction (only for existing and historic structures within the city limits).

(i) A Colorado licensed design professional will do an assessment of the building or structure which will be provided to the Building Official for review to ascertain the current type of construction and structural adequacy.

(ii) A building may use a Phase approach to remodel project only if complete, stamped plans including intended occupancy are provided to and approved by the Building Official prior to the initiation of project.

(a) Phased approach plan submittal shall include:

(i) An overall time line.

(ii) A code analysis of all intended occupancies based on construction type.

(iii) Complete construction plans for **ALL** phases.

(iv) Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the code official. The work areas shall be shown along with fire protection system(s) shop drawings, means of egress, exterior wall envelope, interior environment and site plan.

(b) **Use and Occupancy Classification.** Intended occupancy must be submitted for review to the Building Official. If any owner cannot decide on intended occupancy, then the building shall be the most restrictive construction throughout.

(c) If the licensed design professional has an alternative method to meet the intent of the adopted code it will need to be stamped and provided to the Building Official.

(i) Life safety, ingress and egress as well as ADA requirements will not be allowed to change.

(d) With all appropriate assessments and plans approved by the Building Official, work shall be allowed on the first floor. Within 24 months of first floor phase completion, reapplication including stamped plans and intended occupancy would be necessary for each additional floor requiring completion.

#### **Section 5-14. International Property Maintenance Code.**

(1) The *International Property Maintenance Code*, 2009 Edition, including Appendix Chapter A (“Boarding Standard”), as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Property Maintenance Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Property Maintenance Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Property Maintenance Code*, 2009 Edition (“IPMC”), are hereby revised:

(a) Amend **IPMC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IPMC § 103.5, Fees**, as follows: **See Building Permit Fees, Section 5-7(b)**.

(c) Amend **IPMC § 106.4, Violation penalties**, to read: Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(d) Amend **IPMC § 111.1, Application for appeal**, to read: Any person directly affected by an order, decision, or determination of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed no later than fifteen (15) days following the issuance of the order, decision, or determination. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

(e) Delete **IPMC §§ 111.2 through 111.6**, regarding membership and procedures of the board of appeals.

(f) Amend **IPMC § 112.4, Failure to comply**, to read: Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(g) Amend **IPMC § 302.4, Weeds**, as follows: insert “six inches (6”).”

(h) Amend **IPMC § 304.14, Insect screens**, as follows: insert “January 1 to December 31.”

(i) Amend **IPMC § 602.3, Heat supply**, as follows: insert “January 1 to December 31.”

(j) Amend **IPMC § 602.4, Occupiable work spaces**, as follows: insert “January 1 to December 31.”

#### **Section 5-15. International Private Sewage Disposal Code.**

(1) The *International Private Sewage Disposal Code*, 2009 Edition, including Appendix Chapter A (“System Layout Illustrations”), as published by the International Code Council, 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Private Sewage Disposal Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Private Sewage Disposal Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Private Sewage Disposal Code*, 2009 Edition (“IPSDC”), are hereby revised:

(a) Amend **IPSDC § 101.1, Title**, as follows: insert “the City of Trinidad, Colorado” where indicated.

(b) Amend **IPSDC § 106.4.2, Fee schedule**, as follows: insert the following fee schedule:

<b>Fee Schedule</b>	
<b>Valuation of Work:</b>	<b>Permit Fee:</b>
Not more than \$2,000.00	\$30.00
More than \$2,000.00	\$30.00 plus \$10.00 per each \$1,000.00 valuation or fraction thereof.

(c) Amend **IPSDC § 106.4.3, Fee refunds**, as follows: insert “fifty percent (50%)” as the specified percentage in both locations.

(d) Amend **IPSDC § 108.4, Violation penalties**, to read: Any person who shall violate a provision of this code or fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair private sewage disposal work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(e) Amend **IPSDC § 108.5, Stop work orders**, to read: Upon notice from the code official, work on any *private sewage disposal system* that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(f) Amend **IPSDC § 109.1, Application for appeal**, to read: Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

(g) Delete **IPSDC § 405**, entitled "**SOIL VERIFICATION.**"

#### **Section 5-16 National Electrical Code.**

(1) The *National Electrical Code, 2011 Edition*, is hereby adopted by reference as the Electric Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *National Electrical Code, 2011 Edition*, shall remain on file in the Office of the City Clerk and open to public inspection.

(a) **Permits – when required**, are to be obtained from the Colorado Department of Regulatory Agencies (DORA), 1560 Broadway, Suite 1500, Denver, CO 80202 ([www.dora.state.co.us/electrical](http://www.dora.state.co.us/electrical)), 303-894-2985. Permit(s) shall only be required from the City of Trinidad, Colorado, if the City, rather than the State of Colorado, is performing electrical inspections.

(b) **Violation penalties. If the City of Trinidad is performing electrical**

**inspections, the following violation penalties shall be in affect:** any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, or repair electrical work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

**(c) Stop Work Orders. If the City of Trinidad is performing electrical inspections, the following shall apply to Stop Work Orders:** upon notice from the code official, work on any electrical system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

**(d) Application for appeal. If the City of Trinidad is performing electrical inspections, the appeal process shall be subject to Chapter 5, Article 4, Section 5-24 of the Code of the City of Trinidad, Colorado.** Any person shall have the right to appeal an order, decision, or determination of the code official to the board of appeals. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The application shall be filed no later than fifteen (15) days following the issuance of the order, decision, or determination.

## **ARTICLE 2. CONTRACTOR LICENSING.**

### **Section 5-17. Definitions, Classifications and Fees.**

(1) **Contractor.** Contractor means a person who supervises himself or herself, his or her firm or one (1) or more trades or subcontractors, and who for any compensation undertakes any landscaping, construction, addition, alteration, repair, demolition, removal or moving of any building, structure or utility. A resident homeowner shall not be required to obtain a contractor's license for any landscaping, construction, addition, alteration or repair of the homeowner's occupied residence, or a building or structure accessory to such residence, **provided that** the homeowner shall first assume all duties and responsibilities of a contractor as set forth in this Section by executing a form furnished by the Chief Building Official pursuant to which the homeowner agrees to assume all duties and responsibilities.

(2) **Classification.**

(a) *Contractor A.* A Contractor A license is authorized to work with respect to multi-unit residential buildings, office buildings, commercial buildings, tenant finish and alterations thereto and any work authorized under Contractor B, C and D licenses. This license covers all buildings including those three (3) stories and above. ***Requires proof of ICC testing.***

(b) *Contractor B.* A Contractor B license is authorized to work with respect to multi-unit residential buildings, office buildings, commercial buildings, tenant finish and alterations thereto and any work authorized under Contractor C and D licenses. This license covers buildings under three (3) stories or less. ***Requires proof of ICC testing.***

(c) *Contractor C.* A Contractor C license is authorized to work with respect to detached single-family residential buildings and alterations thereto and any work authorized under Contractor D license. ***Requires proof of ICC testing.***

(d) *Contractor D.* A Contractor D license is authorized to work as a single trade only i.e. home repair, siding, plastering, sheetrock installation, excavation, concrete work not in a city right-of-way. **No proof of ICC testing required.**

(i) Plumbing and electrical contractors fall under D licensing but because they are required to hold a State Masters License are not required to show proof of ICC testing.

(ii) Mechanical and roofing contractors fall under D licensing but are required to show proof of ICC testing.

(3) **Fees.** Contractor's licenses shall be issued for a calendar year. The annual license fee shall be as stated below unless amended by resolution of the City Council in accordance with the licensing classifications as set forth above [Section 5-15(2)]. In addition to the license fee, there is a processing/application fee for new applicants in the amount of \$50.00.

- (a) Contractor A - \$150.00
- (b) Contractor B - \$125.00
- (c) Contractor C - \$100.00
- (d) Contractor D - \$75.00 for each license type i.e. roofing and stucco = \$150.00
- (e) License fees are not refundable. Any fee paid under this Section shall not be refunded for any reason after the license has been issued.

(4) **Violations.** A fine as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado shall be assessed to the following:

- (a) Any contractor or subcontractor working within the City limits without possessing a current contractor's license; and
- (b) Any contractor or subcontractor performing work outside the scope of their license.

**Section 5-18. Testing.**

(1) *ICC Standardized Contractor Exams.* Contractors are required to successfully pass the ICC Contractor Exam. The City and its citizens benefit from such commonality having a solid foundation upon which to issue licenses to practice.

<b>Exam ID#</b>	<b>ICC Exam Category</b>	<b>Time</b>	<b># of Questions</b>	<b>*Reference Codes</b>
614	Building Contractor A	4 Hour	90	IBC
615	Building Contractor B	4 Hour	80	IBC & IRC
616	Building Contractor C	4 Hour	80	IRC
670	Mechanical Contractor A	4 Hour	100	IFGC, IMC & 2005 NEC
671	Mechanical Contractor B	3 Hour	50	IFGC, IMC & 2005 NEC
679	Mechanical Contractor C	3 Hour	70	IRC
765	Roofing Contractor	3 Hour	60	IBC & IPC

*\* Reference Codes may change due to date of exam.*

**Section 5-19. Insurance Requirements.**

(1) The City of Trinidad shall be noted as the Certificate Holder on insurance certificates. Every contractor shall procure workers' compensation coverage as required by state law and general liability coverage with the following minimum limits:

- (a) General Aggregate: two million dollars (\$2,000,000.00).
- (b) Products, completed operations: two million dollars (\$2,000,000.00).
- (c) Personal and advertising injury: one million dollars (\$1,000,000.00).
- (d) Each occurrence: one million dollars (\$1,000,000.00).

(e) A license and permit bond shall be procured for a minimum of \$5,000 for all new contractor licenses and any revoked/suspended licensees seeking reinstatement.

(2) No contractor's license shall be issued under this Article until the following documents are filed with the Chief Building Official:

(a) A statement or certificate signed by an authorized agent of an insurance company licensed to do business in the State, stating that a policy or policies have been issued to the applicant with the coverage amounts set forth in Subsection (1) hereof, and including the effective date and expiration date of the policy or policies; and

(b) A copy of an endorsement to the policy requiring at least ten (10) days' prior written notice to the Chief Building Official of cancellation of the policy for any reason.

(3) In the event of cancellation of any policy required by this Section, the Chief Building Official shall immediately suspend the contractor's license. The license shall be reinstated when the licensee furnishes the documentation required by Subsection (2) hereof.

#### **Section 5-20. Duties and Responsibilities of Licensee.**

(1) All licensees under this Article shall be responsible for the following:

(a) All work covered by his/her permit, whether or not such work is done directly by the licensee or his/her employees or subcontractors. Subcontractors are required to be licensed with the City even if they are working under the supervision of a licensed contractor.

(b) All funds or property received by him/her for completion of a specific contract or for a specific purpose.

(c) Obtaining any required permits for himself/herself and any subcontractor under his/her supervision.

(d) Safety measures and equipment to protect workers and the public in compliance with applicable federal and state laws.

(e) Compliance with all applicable City ordinances, codes and regulations.

(f) Constructing any building or structure in substantial compliance with the drawings and specifications approved by the Chief Building Official and the permit issued for the same, unless changes are approved by the Chief Building Official.

(g) Completing all work authorized by the permit unless there is good cause for the non-completion of the work.

(h) Obtaining inspection services where required by this Chapter and any technical

code.

- (i) Paying any fee assessed under the authority of this Code or any technical codes.
- (j) Obeying any order or notice issued pursuant to this Code or any technical code.
- (k) Presenting his/her license when requested by the Chief Building Official.
- (l) Maintaining workers' compensation and liability insurance as required by Section 5-19.

### **Section 5-21. Suspension and Revocation of License.**

(1) The Chief Building Official may suspend or revoke a license for any of the following:

- (a) Failure to comply with any of the duties and responsibilities set forth in Section 5-20.
- (b) Using a contractor's license to obtain a permit required under this code for any other person, corporation or legal entity.
- (c) Violating any provisions of the Trinidad Building Code including any codes which are adopted by reference.
- (d) Failure to reveal any material fact in the application for a contractor's license or permit, or the supplying of information which is untrue or misleading as to any material fact in the application for a contractor's license or permit.
- (e) Failure to obtain a proper permit for any work for which a permit is required.
- (f) Receipt of three (3) or more written verified complaints.

(2) Upon written notification of revocation or suspension of license, the contractor shall have the right to appeal their case by oral and documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts to the Board of Building Code Appeals.

Suspension or revocation of a contractor's license shall not be construed to release the contractor from liabilities and obligations of completing his contract. During the period prior to the hearing before the Board of Building Code Appeals, the contractor shall not be allowed to submit an application for any other projects.

(3) The Board of Building Code Appeals (BOBCA) may reinstate a license for any contractor whose license has been revoked, provided a majority of the BOBCA votes in favor of such reinstatement for such reason as the BOBCA may deem sufficient. In such case where the

contractor's license has been revoked and the contractor is petitioning the BOBCA for reinstatement, the petitioner shall follow the established policies for requesting such hearing and pay all applicable fees.

**Section 5-22. Application Form and Contents.**

(1) Along with the application, proof of ICC testing (if required) and certificates of insurance listing the City of Trinidad as the Certificate Holder must be provided. An application for a contractor's license shall be on a form furnished by the City, shall be filed with the Chief Building Official and shall contain the following information under oath:

- (a) Correct business contact information.
- (b) ICC testing information.
- (c) Insurance carrier information.
- (d) Business references.
- (e) Signature, title and date of person making oath of accuracy.

**ARTICLE 3. NON-CONFORMANCE**

**Section 5-23. Non-Conformance.**

(1) **Definition.** Legal Non-Conforming refers to uses and structures, excluding single family residences (R-3), which were begun or constructed when the law allowed for them but have since become noncompliant due to a change in legislation (for example, new codes are adopted).

(2) **How a structure loses non-conforming status.** Any structure or building within the city limits is a non-conforming structure meaning that when the City adopts a new code or standard the buildings built to the previous code are no longer conforming to the existing code. A non-conforming structure is allowed to remain as is, as long as it is generating sales tax revenue and is open for business. Once the business ceases to generate revenue or is vacant for no less than twelve consecutive months it loses its non-conforming status. A building under these circumstances must, therefore, be brought up to current code standards. Part of that process requires an assessment by a registered design professional be provided to the Building Official. Owners may apply via the Variance Application Form to the CBO for review and consideration of a six (6) month extension. The CBO will consider all reasons the extension is being requested in making the decision. Additional six (6) month extensions may be considered upon payment of the appropriate variance fee, which shall allow for a total of three possible six-month extensions.

## ARTICLE 4. MEANS OF APPEAL

### Section 5-24. Board of Building Code Appeals and Means of Appeal.

- (1) **Application for appeal.** Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within fifteen (15) days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The Board may only rule on the code interpretation of the CBO.
- (2) **Membership of board.** The board of appeals shall consist of a minimum of three members who are qualified by experience and training to pass on matters pertaining to property maintenance and who are not employees of the jurisdiction. The board shall be appointed by the City Council, and shall serve staggered and overlapping two-year terms.
  - (a) **Alternate Members.** The City Council shall appoint two or more alternate members who shall be called by the board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.
  - (b) **Chairperson.** The board shall annually select one of its members to serve as chairperson.
  - (c) **Disqualification of member.** A member shall not hear an appeal in which that member has a personal, professional or financial interest.
  - (d) **Secretary.** The chief administrative officer shall designate a qualified person to serve as secretary to the board. The secretary shall file a detailed record of all proceedings in the office of the chief administrative officer.
  - (e) **Compensation of members.** Compensation of members shall be determined by law.
- (3) **Notice of meeting.** The board shall meet upon notice from the chairperson, within 20 days of the filing of an appeal, or at stated periodic meetings.
- (4) **Open hearing.** All hearings before the board shall be open to the public. The appellant, the appellant's representative, the code official and any person whose interests are affected shall be given an opportunity to be heard. A quorum shall consist of not less than two-thirds of the board membership.
  - (a) **Procedure.** The board shall adopt and make available to the public through the secretary procedures under which a hearing will be conducted. The procedures shall not

require compliance with strict rules of evidence, but shall mandate that only relevant information be received.

(5) **Postponed hearing.** When the full board is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

(6) **Board decision.** The board shall modify or reverse the decision of the code official only by a concurring vote of a majority of the total number of appointed board members.

(a) **Records and copies.** The decision of the board shall be recorded. Copies shall be furnished to the appellant and to the code official.

(b) **Administration.** The code official shall take immediate action in accordance with the decision of the board.

(7) **Court review.** Any person, whether or not a previous party of the appeal, shall have the right to apply to the appropriate court for a writ of certiorari to correct errors of law. Application for review shall be made in the manner and time required by law following the filing of the decision in the office of the chief administrative officer.

(8) **Stays of enforcement.** Appeals of notice and orders (other than Imminent Danger notices) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

#### **Section 5-25. Building Code Variance Petition.**

(1) Before any variance from building codes may be granted, the Board of Building Code Appeals must find *all* of the following:

(a) **Existence of special conditions or circumstances.** That special conditions and circumstances exist which are peculiar to the structure or building involved and which are not applicable to other structures or buildings in the same zoning district.

(b) **Conditions not created by applicant.** That the special conditions and circumstances do not result from the action or negligence of the applicant.

(c) **Special privilege not conferred.** That granting the variance requested will not confer upon the applicant any special privileges denied to other buildings or structures in the same zoning district.

(d) **Hardship conditions exist.** That literal interpretation of the provisions of the building code regulations would deprive the applicant of rights commonly enjoyed by other properties in this same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

(e) **Only minimum variance granted.** That the variance granted is the minimum variance that will make possible the reasonable use of the building or structure.

(f) **Not injurious to the public welfare.** That the grant of the variance will be in harmony with the general intent and purpose of the building code and that such variance will not be injurious to the area involved or otherwise detrimental to the public interest or welfare.

(g). **Existing non-conforming uses of other property not the basis for approval.** No non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures or buildings in other districts shall be considered grounds for the issuance of a variance.

(2) **Application and instructions below.**

1. Fill in the owner's information section. It is important to have a complete address and phone number for communication between the applicant and the department.
2. Fill in the project description box. Explain what the building project is i.e. basement alteration, second floor alteration, two-story addition, etc.
3. If there is an agent working for the owner and the agent is a better contact for information regarding the variance, fill in the agent information area.
4. Answer the three questions:
  - a. State the code and section number with a summary of what the code says. Also, indicate what the non-conforming conditions for the project are i.e. COMM21.04 minimum stair width is 36 inches; i.e. will have 34 inches of stair width.
  - b. State why the rule cannot be satisfied i.e. not structurally feasible.
  - c. State what will be done to provide an equivalency to the code. These items should be things that relate to the item the variance is being sought for and exceed code requirements.
5. Print the owner's name on the line indicating to do so.
6. The owner of the property is required to sign where indicated. If the project is for a one or two family home, the form is not required to be notarized. If the project is for a **commercial building, the form is required to be notarized.**

#### BUILDING CODE VARIANCE PROCEDURE

1. Fill out the variance form.
2. If the variance is for a commercial building and is not for an accessibility code contact the fire department so they can fill out a fire department position statement.

3. Submit the application and a \$250.00 fee for a residential variance or a \$490.00 fee for a commercial variance to the building inspection department. Also, where applicable, submit the fire department position statement.
4. A field inspector may visit the site to verify existing conditions and the completeness of the application.
5. If there have previously been at least 5 variances for the same item approved, the variance may be approved on precedence. In this case the applicant will not have to attend a meeting of the Board of Building Code Appeals and will be notified by letter that the variance is approved. The letter will be sent within 7 days after the scheduled meeting.
6. In all other cases the variance will be presented to the Board of Building Code Appeals at a monthly meeting. Seven days before the meeting the supervisor will review the variance for approval to be put on the agenda. Five days before the meeting the secretary will mail out the agenda to the Board of Building Code Appeals members and to the applicants.
7. When a variance is heard by the board the applicant or agent must attend the meeting to answer questions.
8. The meeting minutes will be mailed within 7 days after the meeting.



**CITY OF TRINIDAD**  
**PETITION FOR VARIANCE**  
**APPLICATION**

**VARIANCE FEES**

R-3        \$250.00

COMM     \$490.00

Priority = Double Above

Amount Paid:

Building Inspect Dept.  
 125 N. Animas  
 Trinidad, CO 81082

Name of Owner	Project Description	Agent, architect, or engineering firm
Company (if applicable)		Street Address
Street Address	Tenant Name (if applicable)	City, State, Zip Code
City, State, Zip Code	Building Address	Name of Contact Person
Phone		Phone
E-mail		E-mail

1. The rule being petitioned reads as follows: (Cite the specific rule number and language. Also, indicate the non-conforming conditions for your project)


2. The rule being petitioned cannot be entirely satisfied because:


3. The following alternatives and supporting information are proposed as a means of providing an equivalent degree of health, safety, and welfare as addressed by the rule: (continue on back if necessary)


NOTE: Please attach any pictures, plans, or required position statements.

**VERIFICATION BY OWNER - PETITION IS VALID ONLY IF NOTARIZED AND ACCOMPANIED BY A REVIEW FEE AND ANY REQUIRED POSITION STATEMENTS.**

Note: Petitioner must be the owner of the building. Tenants, agents, contractors, attorneys, etc. may not sign the petition unless a Power of Attorney is submitted with the Petition for Variance Application.

\_\_\_\_\_, being duly sworn, I state as petitioner that I have read the foregoing petition, that I believe it to be true, and I have significant ownership rights in the subject building or project.

Signature of Owner	Subscribed and sworn to before me this date:
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Notary Public	My commission expires:
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NOTE: ONLY VARIANCES FOR COMMERCIAL CODES ARE REQUIRED TO BE NOTARIZED.

## CHAPTER 8. FIRE PREVENTION.

### ARTICLE 1. INTERNATIONAL FIRE CODE.

#### Section 8-1. International Fire Code.

(1) The *International Fire Code*, 2009 Edition, including Appendix Chapters C and D, as published by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, DC 20001 (headquarters), is hereby adopted by reference as the Fire Code of the City of Trinidad, Colorado, as if fully set forth in this ordinance, together with the additions, insertions, deletions, and changes prescribed in this Section. At least one (1) copy of said *International Fire Code*, 2009 Edition, shall remain on file in the Office of the City Clerk and open to public inspection.

(2) The following sections of the *International Fire Code*, 2009 Edition (“IFC”), are hereby revised:

(a) Amend **IFC § 101.1, Title**, as follows: insert: “the City of Trinidad, Colorado” where indicated.

(b) Amend **IFC § 105.2, Application**, to read: Application for a permit for new construction or remodeling of existing structures is required by this code and shall be made to the fire code official or the Chief Building Official in such form and detail as prescribed by the fire code official and/or the Chief Building Official. Applications for permits shall be accompanied by such plans as prescribed by the fire code official and the Chief Building Official as set forth in Chapter 5, Section 5-7 regarding the International Building Codes as adopted by the City of Trinidad, Colorado.

(b) Amend **IFC § 109.3, Violation penalties**, to read: Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof, or who shall erect, install, alter, repair, or do work in violation of the *approved construction documents* or directive of the *fire code official*, or of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed in Chapter 5, Sections 5-3(4)(a) and (5) of the Code of the City of Trinidad, Colorado.

(c) Amend **IFC § 111.4, Failure to comply**, to read: Any *person* who shall continue any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than Three Hundred Dollars (\$300.00) nor more than Two Thousand Six Hundred Fifty (\$2,650.00).

(d) Amend **IFC § 3404.2.9.6.1, Locations where above-ground tanks are prohibited**, to read: The storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

(e) Amend **IFC § 3406.2.4.4, Locations where above-grounds tanks are prohibited**, to read: The storage of Class I and II liquids in above-ground tanks is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

(f) Amend **IFC § 3506.2, Limitations**, to read: The storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

(g) Amend **IFC § 3804.2, Maximum capacity within established limits**, to read: Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L). Such storage is prohibited within all zoning classifications, except areas encompassed by the Industrial Zone district and only by special use permit.

**Section 2. Repeal and Re-enactment of Sections of the Code of the City of Trinidad, Colorado in conflict with Chapter 5, as adopted**. The following sections of the Code of the City of Trinidad, Colorado, are in conflict with Chapter 5 above, and are hereby repealed and/or re-enacted in their entirety as follows:

1. Section 9.59, Contractor defined; 9.60, Contractor's license required; 9-61, Liability and property damage insurance and worker's compensation insurance required; and 9-61.1, Contractor's examination, of Chapter 9, Licenses, Division 9, Contractors, of the Code of Ordinances of the City of Trinidad, Colorado, is hereby repealed.
2. Section 14-140, Appeals from orders of Building Inspector – Procedures; and Section 14-141, Conduct of hearing, of Chapter 14, Article 6, Board of Appeals, of the Code of the City of Trinidad, Colorado, is hereby repealed.
3. Section 15-1, International Plumbing Code, of Chapter 15, Plumbing, shall refer the reader to Section 5-9 of Chapter 5.

**Section 3. Safety Clause.** The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Trinidad; that it is promulgated for the health, safety and welfare of the public; and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 4. Severability.** Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or of any of the primary or secondary codes adopted by reference herein, be judicially determined unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance or codes adopted by reference. The City Council hereby declares that it would have passed this Ordinance and each

part or parts hereof irrespective of the fact that any part or parts be declared unconstitutional or invalid.

**Section 5. Repeal.** Any and all other ordinances, codes, or parts thereof not specifically enumerated herein in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance, code, or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded, and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

**Section 6. Effective Date.** This Ordinance shall be published and become effective ten (10) days after final passage, as provided in § 5.5 of the Home Rule Charter for the City of Trinidad, Colorado.

INTRODUCED BY COUNCILMEMBER MILES, READ AND ORDERED  
PUBLISHED this 3rd day of December, 2013.

FINALLY PASSED AND APPROVED this 17th day of December, 2013.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the 27th day of December,  
2013.

  
LINDA VELASQUEZ, Mayor Pro-Tem

ATTEST:

  
AUDRA GARRETT, City Clerk