

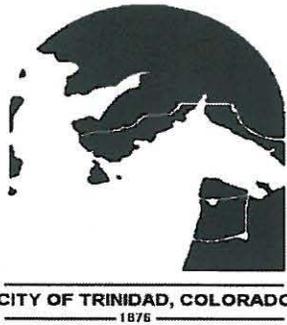


CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, August 26, 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. Presentation by Creative District
3. Discussion of placement of new art on the covered walkway at the Opera House and temporary placement of art piece in the Corazon de Trinidad District
4. Consideration of Agreement with Crossroads' Turning Points, Inc., for the providing of detoxification/evaluation services
5. Resolution in support of an application to the Colorado Department of Transportation TAP Program to secure funding for Section One of the Old Sopris Trail Plan
6. Discussion regarding Sidewalk Cafes
7. Consideration of an agreement between the City of Trinidad, Las Animas County, Trinidad-Las Animas County Economic Development, Inc. and Southern Colorado Economic Development District to seek grant funds for the Trinidad/Las Animas County Industrial Park Development through the Economic Development Administration Economic Adjustment Program Grant
8. EPA Brownsfield Grant Opportunity
9. Consideration of 2014 unexpended fund disbursements to non-profit entities
10. Discussion of other agenda items



COUNCIL COMMUNICATION

2

CITY COUNCIL MEETING: August 26, 2014
PREPARED BY: Audra Garrett, Acting City Manager
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 2

SUBJECT: Presentation by Creative District

PRESENTER: Marilyn Leuszler, Harriet Vaugeois, Tara Marshall

RECOMMENDED CITY COUNCIL ACTION: Enjoy the presentation

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- Attached are two recent newsletters distributed by the Trinidad Creative District

2



CORAZON DE TRINIDAD CREATIVE DISTRICT HEART BEAT

March, 2014

What is a Creative District?

- **July, 2010:** Colorado Creative Industries, a Division of the Office of Economic Development & International Trade was formed and includes design, film & media, literary & publishing, performing arts, and visual arts & crafts
- **August 2011:** the Colorado legislature passed HB11-1031, which encourages the formation of Creative Districts
- **March, 2012:** Trinidad was designated an Emerging Creative District
- **June, 2013:** Trinidad was designated a Certified Colorado Creative District

Why is being a Creative District important?

- To exemplify the innovative "Creative Placemaking" approach
- Help to attract creative entrepreneurs and artists, enhancing economic and civic capital
- Create hubs of economic activity
- Attract visitors
- Revitalize and beautify communities
- Provide a focal point for celebrating and strengthening a community's unique identity
- Showcase cultural and artistic organizations, events and amenities
- Improve quality of life for a community's residents
- Artists, arts organizations and creative entrepreneurs are community assets

How can you help?

- **Take part! Get involved!**
- Attend events
- Visit our galleries & museums
- Support our local artists & activities of SCRT & TSJC
- Volunteer
- Spread the work that Trinidad has much to offer
- Help preserve & promote Trinidad's cultural heritage
- Help keep our traditions alive, tell your stories
- Encourage public art to be required with any major capitol construction project
- Become a member of the Trinidad Arts & Cultural Advisory Commission
- Submit ideas for specific Programs & Projects
- Provide photos for publicity, PR, and Facebook
- Support our local Creative Businesses

And, what are we doing as a Creative District, you ask?

With funding from Creative Industries and the City of Trinidad, Downtown Colorado Inc. was hired to prepare a Community Assessment, completed in April, 2013. From the 50+ recommendations in the assessment, 10 were identified as most important/immediate, they were presented in a public meeting where 75 participants narrowed it to five. We are utilizing this plan as we move forward.

A Public Art Program has been implemented, with the first sculpture by local artist, Michael Musselwhite, installed to the side of City Hall. Three additional sculptures have been identified.

Kristen Cypher, Arthouse Design, has been hired by Creative Industries to provide 30 hours consultation to help develop solutions to our vacant windows, empty spaces, wayfinding signage, and projects that will enhance and enliven our downtown. A second visit by Kristen will take place in the next few weeks and a final design plan will follow soon after that.

We are creating guidelines for a Mural Program, working with the City's Planning, Permitting and Public Works Departments. We have spent months researching Best Practices and visiting Pueblo, Colorado Springs, Salida and Grand Junction, meeting with directors of their Mural Arts Projects.

Creative Crosswalk designs will be selected on March 11 and painting will begin as soon as the weather warms. We are working with the City's Street and Bridge Department and will begin the project on Commercial. This will be an on-going project as we expand to Main Street. Support from the City has been tremendous and community submissions great.

We have nominated Katie Kingston to be the next Colorado Poet Laureate. Michelle Goodall was nominated and selected to represent the Corazon de Trinidad Creative District at Denver's ArtStir event on May 24 & 25, transportation, lodging and registration provided by Creative Industries. Six Trinidad area artists were nominated and Jaquie Gipson, Rodney Wood and Nicole Paradisa selected by Creative Industries to be filmed for a series, Beyond the Gallery, featuring artists and creatives who are uniquely Colorado.



Supported by Corazon de Trinidad Creative District,
Colorado Creative Industries and Boettcher Foundation





Heart Beat

June, 2014

The journey.....

July, 2010: Colorado Creative Industries established

August, 2011: HB11-1031 allows formation of Certified Creative Districts

January, 2012: Trinidad and 48 other communities apply for Creative District status

March, 2012: Trinidad designated an Emerging Creative District

May, 2013: Trinidad applies for full certification

June, 2013: Corazón de Trinidad designated a Certified Creative District!

July, 2013: Downtown Community Assessment delivered

August 2013: Public meeting of Corazón de Trinidad Creative District

We are.....

- a National Historic District
- Certified Colorado Creative District
- a designated Main Street Community Candidate
- home to one of the largest collections of Victorian architecture west of the Mississippi
- a community with Pioneer Spirit
- on an Interstate between Denver and Santa Fe the Mountain West's best ArtoCade
- summer Last Friday Art Treks
- Community Gardens
- a summer Farmers Market
- a town with a lot of character and "characters"
- on the Mountain Branch of the Santa Fe Trail
- friendly, open, and accepting
- a creative, innovative and entrepreneurial spirit

What has the Creative designation meant?

- \$35,000 this year, \$80,000 to \$100,000 over three years
- CDOT Creative District signs
- 90+ free hours from the Professional Assistance Network
- Publicity and Marketing through OEDIT and CCI
- Free access to community improvement webinars
- Free access to ArcGIS and ESRI mapping services
- Recognition as an innovative leader among creative

We celebrate.....

- a rich history
- a broad ethnic heritage
- well over 100 working artists, artisans and creatives
- a year-round repertory theatre
- Colorado's oldest Community College
- Trout Unlimited
- the Triggers baseball team
- four museums
- brick-lined streets
- beautiful parks and playgrounds
- a Tony Hawk-rated "One of the Best" skate parks
- the annual Trinidad Water Festival
- a winding River Walk on the Purgatoire River
- a remarkable Mt. Carmel complex
- Trinidad Lake State Park
- an extensive trail system
- clean air and incredible blue skies
- luscious scenery

What have we been doing?

- Community branding
- Visible projects
- Façade improvement
- Plans-vacant spaces
- Plans-vacant windows
- Forming partnerships
- Collaborating
- Public Art Program
- Mural Program
- Improved Streetscape
- Creative Crosswalks
- Way Finding signage

What do we need? We need your.....

- support for Corazón de Trinidad Creative District
- help with projects
- ideas for additional programs and projects
- taking on a specific project and running with it
- writing articles for publication
- contacting others and forming partnerships
- assistance on PR and Marketing
- creating Pop-up galleries and other fun spots
- help holding community meetings and think-tank sessions

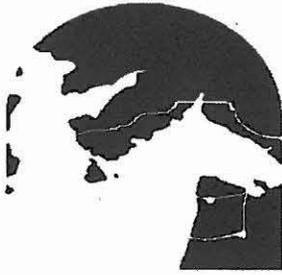
Supported by
Corazón de Trinidad Creative District

BOETTCHER
FOUNDATION



City of
Trinidad





CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

3

CITY COUNCIL MEETING: August 26, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Discussion of placement of new art on the covered walkway at the Opera House and temporary placement of art piece in the Corazon de Trinidad District

PRESENTER: Marilyn Leuszler, Arts and Culture Advisory Commission

RECOMMENDED CITY COUNCIL ACTION: Consider the proposals and provide input

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: The Arts and Culture Advisory Commission is an advisory board to Council to advise on means and methods of coordination of artistic and cultural entities within the community to enhance tourism; they are allowed to acquire public art for placement on public property within the City; and may fund a performance by a performer from outside the Trinidad/Las Animas County geographical area

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a continuing effort of the Commission to provide for public art in public spaces

3



From: johnwilbar@gmail.com
To: LMLeuszler@aol.com
Sent: 7/16/2014 2:50:38 P.M. Mountain Daylight Time
Subj: 0x0

Marilyn, drawings of the sculpture footprint and steel angle anchor at the base. The sculpture is 7'-9" h x 5'-0" w x 2'-8" d. and weighs approx. 175 pounds. It will require a concrete pad or some secure base to anchor the metal angles. The sculpture is comprised of a wood substructure, covered in Elrey/acrylic stucco over a fiberglass fabric. I cover the cured stucco with elastomeric acrylic waterproofing and finish with three coats of an industrial acrylic paint. The sculpture should be painted every 7 to 10 years, or when you wish to change a

4



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 26, 2014
PREPARED BY: Audra Garrett, Acting City Manager
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Consideration of Agreement with Crossroads' Turning Points, Inc., for the providing of detoxification/evaluation services

PRESENTER: Audra Garrett, ACM and Chief Charles Glorioso

RECOMMENDED CITY COUNCIL ACTION: Review the agreement and forward to the September 2nd meeting for consideration

SUMMARY STATEMENT: This is an extension of the formal arrangement than spans many years.

EXPENDITURE REQUIRED: Yes.

SOURCE OF FUNDS: General Fund, Miscellaneous, Local Agency Support

POLICY ISSUE: Continued support of detoxification/evaluation services to the City of Trinidad and surrounding areas

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City has had a formal arrangement with Crossroads' Turning Points, Inc. for many years who provides detoxification/evaluation services to the City of Trinidad and surrounding areas.
- The services are vital to the community.
- Without the local facility, transportation would be required to the nearest Pueblo facility.

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2014 by and between the City of Trinidad (hereinafter referred to as the "City") and Crossroads' Turning Points, Inc., (hereinafter referred to as "CTP").

WITNESSETH:

WHEREAS, CTP is a Non-Profit Corporation providing detoxification/evaluation services to the City of Trinidad and surrounding areas; and

WHEREAS, the City has budgeted the sum of Twenty Six Thousand Dollars (\$26,000) for the 2014 allocation as a fee paid to CTP to purchase services beyond state subsidized services; and

WHEREAS, the parties agree that an Agreement should be entered into setting out the duties and obligations of each party to the other.

NOW, THEREFORE, in consideration of the foregoing and of mutual covenants and agreements herein contained, the City and CTP agree as follows:

1. This Agreement shall be in force and in effect from January 1, 2015, until December 31, 2015. Agreement shall automatically renew for successive one year periods until either party notifies the other of intentions to terminate. Such notice of termination is to be in writing with sixty (60) day advance notice. Allocation amount may be adjusted by mutual agreement of the parties.
2. The City shall pay to CTP the total sum of Twenty Six Thousand Dollars (\$26,000) payable at the rate of Two Thousand One Hundred and Sixty Six Dollars (\$2,166) per month, due to CTP no later than the tenth (10th) day of the month to subsidize detoxification/evaluation services at a non-hospital location approved and licensed by the Colorado Department of Human Services, Alcohol and Drug Abuse Division (herein after referred to as ADAD).
3. CTP shall provide non-medical detoxification/evaluation services per ADAD Licensing Standards and Regulations to individuals who meet criteria for admission and per current provider agreement with Signal Behavioral Health Network, Inc. The determination that a referred individual is appropriate and meets criteria for admission into the detoxification program is solely at the discretion of CTP and Signal Behavioral Health Network, Inc. Clients are admitted voluntarily, or per C.R.S. §25-1-310. The detoxification unit shall be staffed per ADAD Licensing Standards and Regulations for Alcohol and Drug Abuse Treatment.
4. CTP shall furnish to the Trinidad City Manager a projected annual budget and provide monthly financial reports of the Trinidad detoxification unit. Financial reports shall be made in accordance with generally accepted accounting practices and shall contain a certification that City funds, if any, have been expended in accordance with applicable law and this Agreement. CTP shall provide the City with an audited annual report for the Trinidad detoxification unit within One Hundred Twenty (120) days following the close of CTP's fiscal year end.
5. CTP acknowledges that funds shall not be used for lobbying for the purpose of influencing pending or proposed legislation, and that discrimination, based on the grounds of race, color, national origin, religion, age, or as an otherwise qualified disabled person in participation or employment is strictly prohibited.
6. NON-FUNDING CLAUSE: City and CTP mutually understand that in the vent State of Colorado funding was to cease for programming and upon notification of the discontinuation of funding, that the Agreement would be negotiated to a close for any future work from the point of notification.

7. CTP shall report significant increases or reduction in services, including but not limited to the below services within thirty (30) days:
 - A. Number of beds
 - B. Episodes
 - C. Days of service

Increases or reduction may result in financial adjustments to either party based on renegotiations. CTP reserves the right to discontinue providing services based on said renegotiations.

The City reserves the right to terminate the Agreement without the notice specified in Paragraph 9, if renegotiations result in the discontinuation of services.

8. CTP shall at all times be deemed an independent contractor, and neither CTP nor its officers, agents, and employees shall at any time be deemed employees or agents of the City. CTP shall be solely responsible for the acts of its officers, agents, and employees and all withholding taxes, Social Security, employment compensation, Workers' Compensation, or other taxes, and shall hold the City harmless and indemnify the City from all claims for the same.
9. CTP agrees to indemnify, and save harmless, the City and its officers, agents, and employees from and against any and all claims, liabilities, judgments, costs, expenses, penalties, and attorney fees arising from injuries to persons, or damages to property, or based upon or arising out of the performance, or non-performance of the Agreement by CTP, or out of any violations by CTP of any statute, ordinance, rule, or regulation.
10. The City or CTP may terminate this Agreement at any time with thirty (30) days prior written notice. In the event of unit closure, the City shall continue to provide funds set forth in this Agreement up to the closure of the Trinidad detoxification unit.
11. Termination of this Agreement shall not release or discharge CTP from any obligations incurred prior to the date of termination and provisions of Paragraphs 5, 7, and 8 hereof shall survive such termination.
12. It is mutually understood by the City and CTP that in the event State of Colorado funding was to cease, then this Agreement would be terminated, and responsibility of both parties would be ended.
13. No addition, alteration, amendment, or modification of neither the terms of this Agreement, nor verbal understandings of the parties, their officers, agents, or employees shall be valid unless reduced to writing and executed by the parties hereto.
14. CTP shall not assign this Agreement in whole or part without the prior written consent of the City.
15. Notice shall be deemed to have been duly given if mailed by First Class Mail, postage prepaid to:

If to City: City Clerk
 City of Trinidad
 P. O. Box 880
 Trinidad, CO 81082

If to CTP: Leroy Lucero, CEO/President
 Crossroads' Turning Points, Inc.
 1530 West 17th Street
 Pueblo, CO 81003

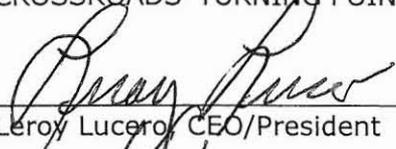
On such other addresses, CTP and the City shall hereafter designate in writing delivered to the other party.

IN WITNESS WHEREOF, the City and CTP have executed this Agreement on the day and year first above written.

CITY OF TRINIDAD

CROSSROADS' TURNING POINTS, INC.

Audra Garrett, Interim City Manager



Leroy Lucero, CEO/President

Date

Date 7/16/14

5



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 2nd, 2014
PREPARED BY: Louis Pineberg
DEPT. HEAD SIGNATURE: *[Signature]*
OF ATTACHMENTS: 4

SUBJECT: Resolution of Support for Application to the CDOT TAP Program to Secure Funding for Section One of the Old Sopris Trail Plan

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Council should adopt the resolution if it wants to construct the Old Sopris Trail.

SUMMARY STATEMENT:

The proposed grant application will request funds in the amount of \$540K from CDOT through the Transportation Alternatives Program (TAP) to construct the remaining unfunded portions of Section One of the Old Sopris Trail Plan. The City has already secured the necessary funding for the construction of the Purgatoire River Pedestrian Bridge featured in Section One and is proceeding with implementation of same. The total project cost for the remaining unfunded portions of Section One is \$675K. The City will be responsible for providing a 20% local match equating to \$135K. Funds will come from 2016 CIP funds. The proposed project includes the construction of approximately one mile of trail along the Purgatoire River surfaced with crusher fines, one low water crossing, connector trails / sidewalks between Central Park and the Boulevard Addition Nature Park, a trailhead facility at the end of Boulevard Street, an overlook/rest area and all associated amenities including information kiosks, restrooms, bear proof trash containers and wayfinding signage.

[\$135K (20% City CIP Funds) + \$540K (80% CDOT TAP Funds) = \$675K (Total Project Cost)]

EXPENDITURE REQUIRED: \$135K local match required.

SOURCE OF FUNDS: 2016 CIP Funds.

POLICY ISSUE: Should the City of Trinidad support the application?

ALTERNATIVE: The City of Trinidad could decide not to support the application.

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**OLD SOPRIS TRAIL
TRINIDAD, COLORADO**

9-Jul-13
DHM Design

Conceptual Master Plan- Estimate of Probable Costs

SECTION ONE - BOULEVARD ADDITION

| DESCRIPTION | SIZE | QTY | UNIT | UNIT COST | TOTAL |
|--|----------|---------|------|-------------|---------------------|
| Demolition | | | | | |
| Erosion Control (log fence, etc.) | | 5,015 | LF | \$2.50 | \$12,538.25 |
| Clear and grub existing vegetation | | 3.80 | AC | \$1,500.00 | \$5,700.00 |
| Tree Protection | | 1 | LS | \$500.00 | \$500.00 |
| Remove Existing overgrown suckers/trees/shrubs | | 1 | LS | \$1,000.00 | \$1,000.00 |
| Site Preparation/ Grading | | | | | |
| Site Grading | | 1 | LS | \$50,000.00 | \$50,000.00 |
| Revegetation/ Seeding | | 3.80 | AC | \$2,000.00 | \$7,600.00 |
| Trail Surface/ Hardscape | | | | | |
| Crusher Fines over fabric/ Trail | 6" depth | 55,485 | SF | \$2.00 | \$110,970.20 |
| Trail Striping | | 1 | LS | \$1,000.00 | \$1,000.00 |
| Low Water Crossing | | 150 | LF | \$600.00 | \$90,000.00 |
| Pedestrian Bridge | | 150 | LF | \$1,200.00 | \$180,000.00 |
| Rest Area/Overlook | | 1 | EA | \$2,000.00 | \$2,000.00 |
| Connector Trails | | 1 | LS | \$80,000.00 | \$80,000.00 |
| Signage/ Gates | | | | | |
| Wayfinding Signage | | 1 | LS | \$1,500.00 | \$1,500.00 |
| Safety/ Regulatory Signage | | 1 | LS | \$2,000.00 | \$2,000.00 |
| Trail Gates | | 2 | EA | \$3,500.00 | \$7,000.00 |
| Bear Proof Trash | | 3 | EA | \$750.00 | \$2,250.00 |
| Landscaping/ Amenities | | | | | |
| Non-Irrigated Native Seed | | 110,664 | SF | \$0.10 | \$11,066.35 |
| Trailhead | | | | | |
| Parking Lot (10 Cars) | | 1 | | \$30,000.00 | \$30,000.00 |
| Vaulted Restroom | | 1 | | \$30,000.00 | \$30,000.00 |
| Wayfinding/Signage Kiosk Structure | | 1 | | \$15,000.00 | \$15,000.00 |
| SUBTOTAL | | | | | \$640,124.80 |
| 20% unaccounted for items | | | | | \$128,024.96 |
| Mobilization/ General Conditions (5%) | | 1 | LS | \$32,006.24 | \$32,006.24 |
| Traffic Control | | 1 | LS | \$0.00 | \$0.00 |
| Construction Surveying | | 1 | LS | \$5,000.00 | \$5,000.00 |
| Performance/ Materials Bond (1%) | | 1 | LS | \$6,401.25 | \$6,401.25 |
| Minor Contract Revisions (10%) | | 1 | LS | \$64,012.48 | \$64,012.48 |
| SECTION ONE TOTAL | | | | | \$875,569.73 |

SECTION ONE - BOULEVARD ADDITION

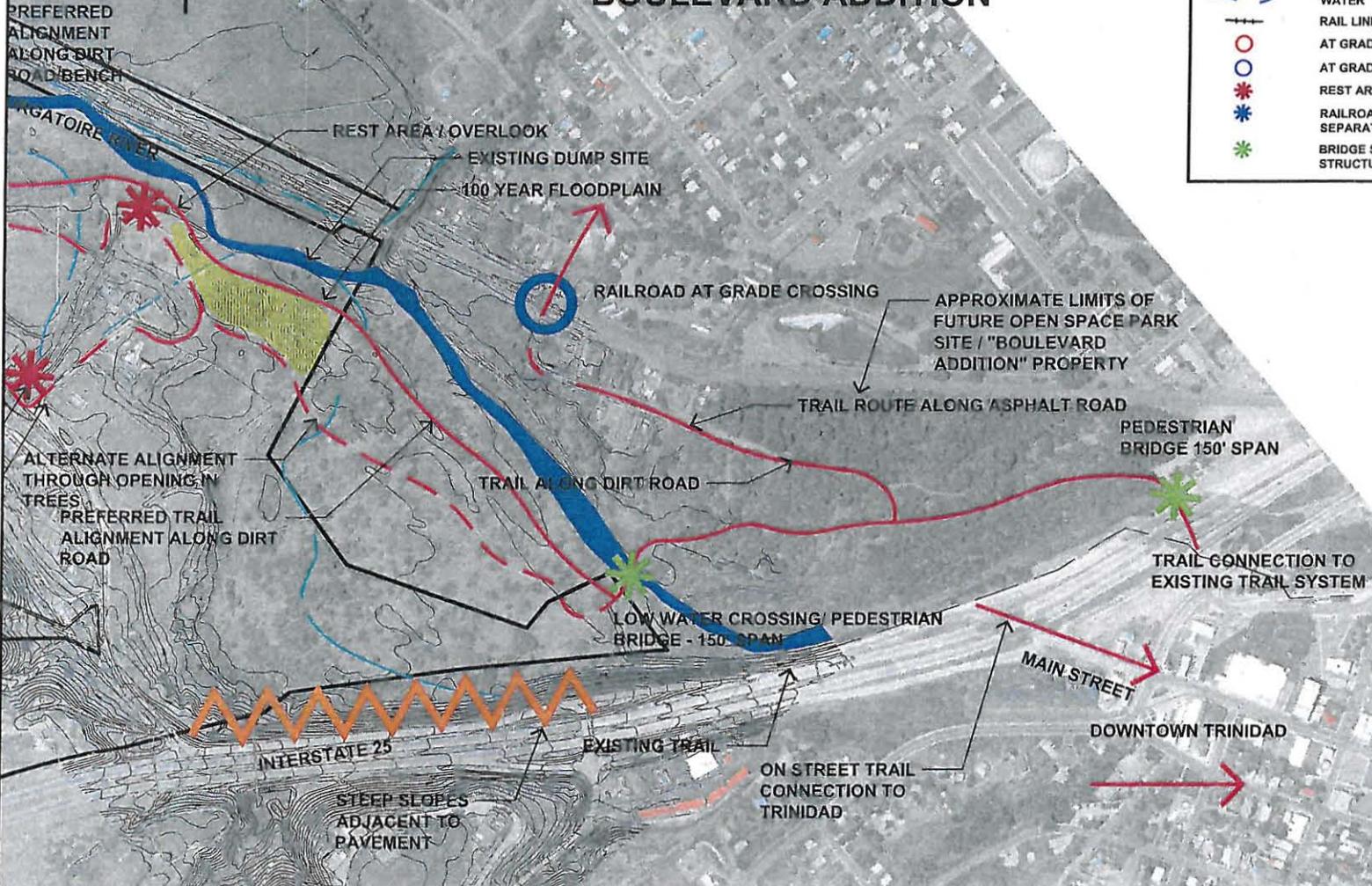
| ALTERNATE ALIGNMENT ADDITION | | | | | |
|--|----------|--------|----|------------|---------------------|
| Demolition | | | | | |
| Erosion Control (log fence, etc.) | | 2,327 | LF | \$2.50 | \$5,816.75 |
| Clear and grub existing vegetation | | 1.60 | AC | \$1,500.00 | \$2,400.00 |
| Site Preparation/ Grading | | | | | |
| Revegetation/ Seeding | | 1.60 | AC | \$2,000.00 | \$3,200.00 |
| Trail Surface/ Hardscape | | | | | |
| Crusher Fines over fabric/ Trail | 6" depth | 23,579 | SF | \$2.00 | \$47,157.00 |
| Landscaping/ Amenities | | | | | |
| Non-Irrigated Native Seed | | 47,160 | SF | \$0.10 | \$4,716.00 |
| SUBTOTAL | | | | | \$63,289.75 |
| 20% unaccounted for items | | | | | \$12,657.95 |
| Mobilization/ General Conditions (5%) | | 1 | LS | \$3,164.49 | \$3,164.49 |
| Traffic Control | | 1 | LS | \$0.00 | \$0.00 |
| Construction Surveying | | 1 | LS | \$5,000.00 | \$5,000.00 |
| Performance/ Materials Bond (1%) | | 1 | LS | \$632.90 | \$632.90 |
| Minor Contract Revisions (10%) | | 1 | LS | \$6,328.98 | \$6,328.98 |
| TOTAL ADDITION | | | | | \$69,618.73 |
| DEDUCTION | | | | | |
| Demolition | | | | | |
| Erosion Control (log fence, etc.) | | 2,352 | LF | \$2.50 | \$5,879.25 |
| Clear and grub existing vegetation | | 1.60 | AC | \$1,500.00 | \$2,400.00 |
| Site Preparation/ Grading | | | | | |
| Revegetation/ Seeding | | 1.60 | AC | \$2,000.00 | \$3,200.00 |
| Trail Surface/ Hardscape | | | | | |
| Crusher Fines over fabric/ Trail | 6" depth | 23,645 | SF | \$2.00 | \$47,290.40 |
| Landscaping/ Amenities | | | | | |
| Non-Irrigated Native Seed | | 46,968 | SF | \$0.10 | \$4,696.84 |
| SUBTOTAL | | | | | \$63,466.49 |
| 20% unaccounted for items | | | | | \$12,693.30 |
| Mobilization/ General Conditions (5%) | | 1 | LS | \$3,173.32 | \$3,173.32 |
| Traffic Control | | 1 | LS | \$0.00 | \$0.00 |
| Construction Surveying | | 1 | LS | \$5,000.00 | \$5,000.00 |
| Performance/ Materials Bond (1%) | | 1 | LS | \$634.66 | \$634.66 |
| Minor Contract Revisions (10%) | | 1 | LS | \$6,346.65 | \$6,346.65 |
| TOTAL DEDUCTION | | | | | \$69,813.14 |
| ALTERNATE ALIGNMENT TOTAL | | | | | \$194.41 |
| SECTION ONE INCLUDING ALTERNATE TOTAL | | | | | \$875,764.14 |

Figure 1

SECTION ONE "BOULEVARD ADDITION"

LEGEND

- PREFERRED TRAIL ALIGNMENT
- - - ON-STREET TRAIL
- · - · - ALTERNATIVE TRAIL ALIGNMENT
- - - 100 YEAR FLOOD PLAIN
- OWNERSHIP
- WATER
- +—+—+—+— RAIL LINE
- AT GRADE CROSSING
- AT GRADE RAILROAD CROSSING
- * REST AREA / OVERLOOK
- * RAILROAD STRUCTURE / GRADE SEPARATED STRUCTURE
- * BRIDGE STRUCTURE / STRUCTURAL CROSSING

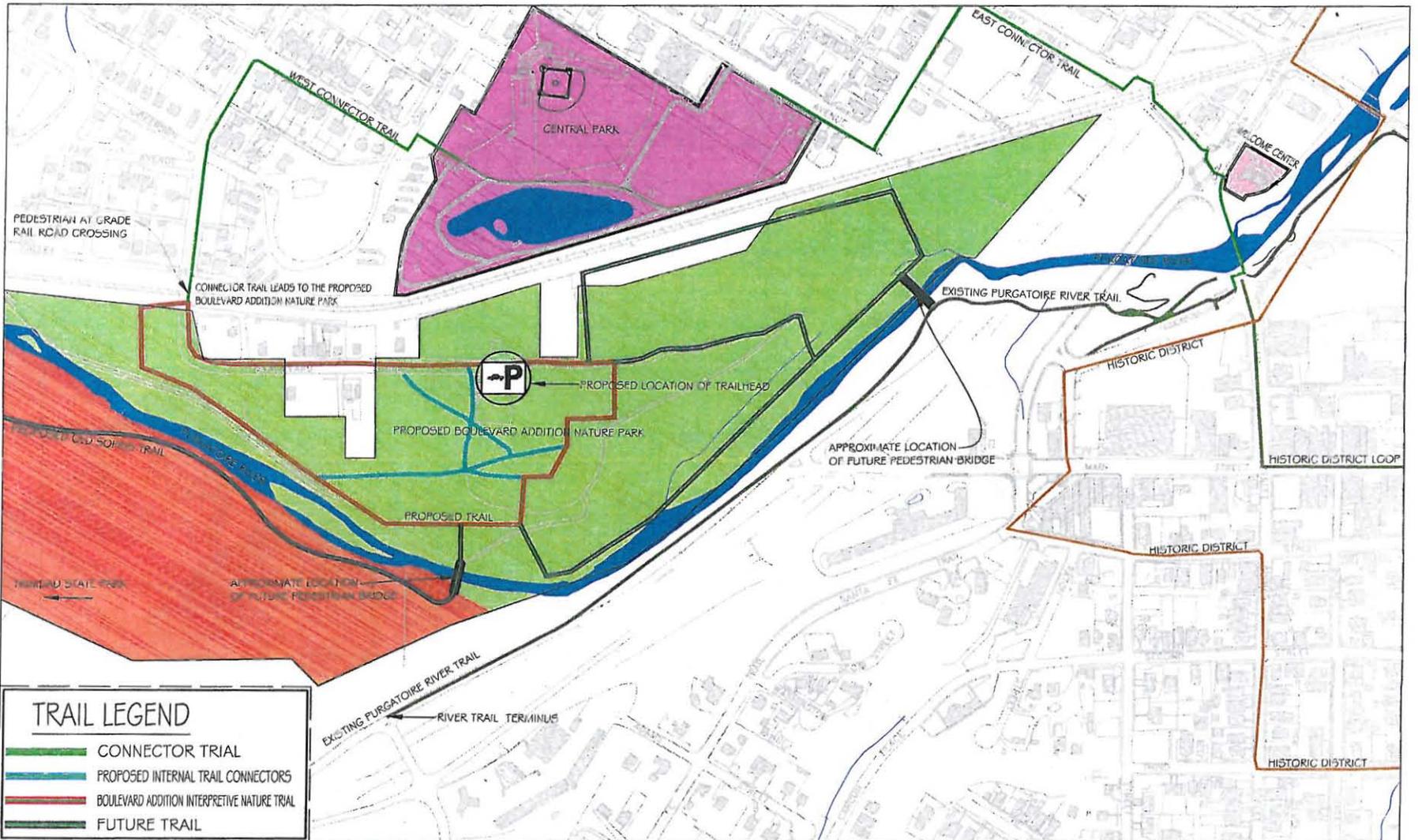


Old Sopris Trail Master Plan

MAP 2 - Section One



NOT TO SCALE NORTH



| TRAIL LEGEND | |
|--------------|--|
| | CONNECTOR TRIAL |
| | PROPOSED INTERNAL TRAIL CONNECTORS |
| | BOULEVARD ADDITION INTERPRETIVE NATURE TRIAL |
| | FUTURE TRIAL |

| Computer File Information | |
|--|----------------|
| Creation Date: 2/24/2011 | Initials: JMJ |
| Last Modification Date: 9/9/2013 | Initials: JMJ |
| Full Path: H:\ENGINEERING\PROJECTS\GRANTMAPS\PATHS2PARKS | |
| Drawing File Name: Grant_Map_1.dwg | |
| Acad Ver.: 2014 | Scale: 1"=300' |
| Units: FEET | |

| Sheet Revisions | |
|-----------------|--|
| | |
| | |
| | |
| | |



City Of Trinidad
 135 N. Animas
 Trinidad, Co 81082
 (719)-846-9843

| As Constructed |
|----------------|
| No Revisions: |
| Revised: |
| Void: |

| CONCEPT 2 PATHS TO PARKS | |
|-----------------------------|-------------------|
| Designer: JMJ | Structure Numbers |
| Detailer: JMJ | |
| Sheet Subset: | Subset Sheets: |

| Project No./Code |
|------------------|
| Map 6 |
| Sheet Number of |

H:\Engineering\Projects\Grant Maps\Paths to Parks\Grant Map 1.dwg, 8/10/2013 1:35:58 PM

CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, SUPPORTING APPLICATION TO THE COLORADO DEPARTMENT OF TRANSPORTATION – TRANSPORTATION ALTERNATIVES PROGRAM TO SECURE THE FUNDING NECESSARY TO IMPLEMENT THE REMAINING UNFUNDED PORTIONS OF SECTION ONE OF THE OLD SOPRIS TRAIL PLAN

WHEREAS, the City Council conducted a public hearing and officially adopted the Old Sopris Trail Plan in 2014; and

WHEREAS, the four-mile long Old Sopris Trail is envisioned to connect the Corazon de Trinidad National Historic District to the southern entrance to Trinidad Lake State Park via a route paralleling the Purgatoire River; and

WHEREAS, implementation of the Old Sopris Trail is divided into four sections; and

WHEREAS, Section One of the Old Sopris Trail will extend the existing river trail by approximately one mile through the recently acquired Boulevard Addition Nature Park; and

WHEREAS, the City has already secured a grant from the State Trails Program for the construction of the first portion of Section One of the Old Sopris Trail Plan, specifically the Purgatoire River Pedestrian Bridge, which will connect the existing River Walk to the Boulevard Addition Nature Park.

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

Section 1. Support for Application to the Colorado Department of Transportation – Transportation Alternatives Program. The City Council of the City of Trinidad supports application to the Colorado Department of Transportation – Alternatives Program for the purpose of securing funding for the implementation of the remaining unfunded portions of Section One of the Old Sopris Trail Plan and further agrees to commit to provide a cash match for the project in the amount of \$135,000, representing 20% of the total project cost of \$675,000.

Section 2. Effective Date. This resolution shall be in force and effect from and after the date of its approval and adoption.

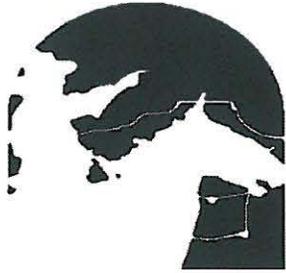
APPROVED and ADOPTED this 2nd day of September, 2014.

JOSEPH REORDA, MAYOR

ATTEST:

AUDRA GARRETT, CITY CLERK

6



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 26, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 6

SUBJECT: Discussion regarding Sidewalk Cafes

PRESENTER: Audra Garrett, ACM / Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Consider challenges with the sidewalk café ordinance and resolution and offer suggestions to maintain the safe passageway for pedestrians while not discouraging business.

SUMMARY STATEMENT: The ordinance and resolution governing sidewalk cafes sets forth specific requirements, limitations and criteria.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: The control of public walkways for the safe travel of pedestrians.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- In 2007 the Trinidad City Council adopted an ordinance to allow for sidewalk cafes.
- In conjunction with that ordinance, a resolution was adopted by the City Council setting forth the criteria and fees associated with the licensing of sidewalk cafes.
- Recently the City has heard many complaints from the disabled community about the lack of even the required 36" clear pathway required under the ADA.
- The City's resolution requires a five-foot pathway.
- A total of four licenses have been granted.
- Those with licenses have been provided within the past month with a copy of the resolution as a reminder of the criteria.
- Recently Planning Director Fineberg issued letters to the licensees as a reminder of the criteria and addressing compliance issues.

6



City of Trinidad

Planning Department
135 N. Animas
Trinidad, Colorado 81082
Telephone (719) 846-9843 X 130
Fax (719) 846-4140
planning@trinidad.co.gov

The Corner Shop Café
Frances Nicholson
107 E. Main Street
Trinidad, CO 81082

August 12th, 2014

RE Sidewalk Café License

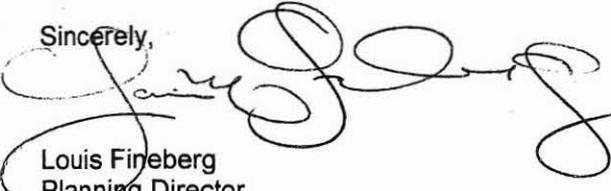
Dear Ms. Nicholson,

It has come to my attention that the current outdoor seating arrangement in front of The Corner Shop Café is not in compliance with the seating arrangement diagram submitted with your sidewalk café license. A copy of the seating arrangement diagram is attached along with a copy of Chapter 14, Article 10 of the City of Trinidad Code of Ordinances. I have also attached a copy of City of Trinidad Resolution No. 1311, "A Resolution of the City Council of the City of Trinidad, Colorado, Setting Forth Criteria and Fees Associated with the Licensing of Sidewalk Cafes". Please note that outdoor seating is prohibited within twenty-five feet (25') of intersections. As a reminder, it is also your responsibility to ensure that a clear path of at least five feet (5') is maintained at all times.

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

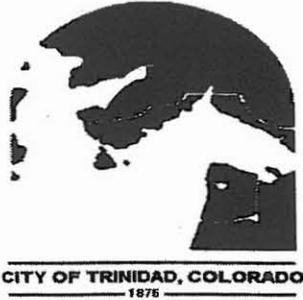
Thank you for your attention to this matter.

Sincerely,



Louis Fireberg
Planning Director

CC: Garrett, Audra
Downs, Les
File



City of Trinidad

Planning Department
135 N. Animas
Trinidad, Colorado 81082
Telephone (719) 846-9843 X 130
Fax (719) 846-4140
planning@trinidad.co.gov

The Café
Jody Van Burskirk
135 E. Main
Trinidad, CO 81082

August 12th, 2014

RE Sidewalk Café License

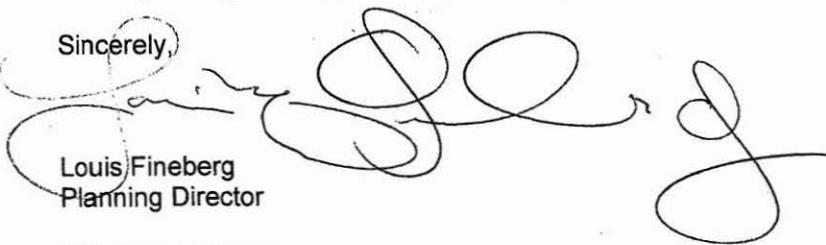
Dear Jody,

As a reminder, it is your responsibility to ensure that outdoor seating does not block pedestrian travel and that a clear sidewalk path of at least five feet (5') is maintained at all times. A copy of Chapter 14, Article 10 of the City of Trinidad Code of Ordinances is attached for your review as well as City of Trinidad Resolution No. 1311, "A Resolution of the City Council of the City of Trinidad, Colorado, Setting Forth Criteria and Fees Associated with the Licensing of Sidewalk Cafes".

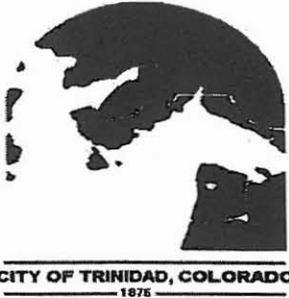
If you have any questions, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,


Louis Fineberg
Planning Director

CC Garrett, Audra
Downs, Les
File



City of Trinidad

Planning Department
135 N. Animas
Trinidad, Colorado 81082
Telephone (719) 846-9843 X 130
Fax (719) 846-4140
planning@trinidad.co.gov

I Love Candy and Sweet Shoppe
Elizabeth Torres
259 N. Commercial St.
Trinidad, CO 81082

August 12th, 2014

RE Sidewalk Café License

Dear Elizabeth,

As a reminder, it is your responsibility to ensure that outdoor seating does not block pedestrian travel and that a clear sidewalk path of at least five feet (5') is maintained at all times. A copy of Chapter 14, Article 10 of the City of Trinidad Code of Ordinances is attached for your review as well as City of Trinidad Resolution No. 1311, "A Resolution of the City Council of the City of Trinidad, Colorado, Setting Forth Criteria and Fees Associated with the Licensing of Sidewalk Cafes".

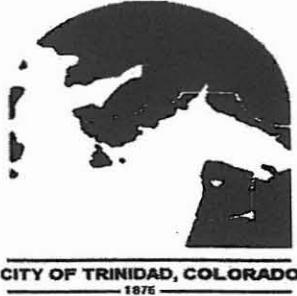
If you have any questions, please do not hesitate to contact me.

Thank you for your attention to this matter.

Sincerely,

Louis Fineberg
Planning Director

CC Garrett, Audra
Downs, Les
File



City of Trinidad

Planning Department
135 N. Animas
Trinidad, Colorado 81082
Telephone (719) 846-9843 X 130
Fax (719) 846-4140
planning@trinidad.co.gov

Bella Luna's
Jeff Quinn/ Sandra Nichols
121 W. Main St.
Trinidad, CO 81082

August 12th, 2014

RE Sidewalk Café License

Dear Jeff Quinn/ Sandra Nichols,

As a reminder, it is your responsibility to ensure that outdoor seating does not block pedestrian travel and that a clear sidewalk path of at least five feet (5') is maintained at all times. A copy of Chapter 14, Article 10 of the City of Trinidad Code of Ordinances is attached for your review as well as City of Trinidad Resolution No. 1311, "A Resolution of the City Council of the City of Trinidad, Colorado, Setting Forth Criteria and Fees Associated with the Licensing of Sidewalk Cafes".

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

Thank you for your attention to this matter.

Sincerely,

Louis Fineberg
Planning Director

CC Garrett, Audra
Downs, Les
File

ARTICLE 10. SIDEWALK CAFÉ REQUIREMENTS.**Section 14-188. Definitions.** (Ord. 1828 enacting Section 14-188, eff. 3-30-07)

In this chapter:

- (1) DEPARTMENT means the Planning Department.
- (2) DIRECTOR means the director of the Planning Department.
- (3) PUBLIC STREET has the meaning prescribed to “street” in Section 14-2.
- (4) SIDEWALK CAFÉ means an outdoor dining area located on a sidewalk, containing removable tables, chairs, planters or other appurtenances and abutting and contiguous to a restaurant which performs food preparation, sanitation, and related services for the sidewalk café.

Section 14-189. Exception For City Uses.

This chapter does not apply to the City’s use of a public street.

Section 14-190. Sidewalk Cafe License Authorization.

(A) The Director shall establish licensure criteria and requirements, approved by City Council by resolution, under this chapter, including:

- (1) those necessary to protect public use of a street or a City or other utility;
- (2) required clearances between the sidewalk café and utility lines as prescribed by the Building Code;
- (3) a requirement that the licensee provide the City with a cash or surety bond sufficient to cover the cost to the City or a public utility to remove the sidewalk café, if necessary;
- (4) a requirement that the licensee pay the cost to relocate a City or other utility facility or improvement in a public street in connection with the installation of the sidewalk café; and
- (5) authorization for the City or a public utility to remove, without liability, part of the sidewalk café if necessary to obtain access to a City or other utility facility or improvement.

(B) The Director shall file a copy of the criteria and requirements adopted under this section with the city clerk.

Section 14-191. Restrictions On Features Of Sidewalk Cafe.

(A) A sidewalk café operated under this chapter:

- (1) may not be enclosed by fixed walls or other permanent structure; and
- (2) must be open to the air, except that a canopy conforming to requirements established by the department may be constructed over the sidewalk café.

- (3) must comply with Sections 14-193.

Section 14-192. Authorized Applicant.

The owner of the fee title to real property under a public street or a lessor authorized in writing by the owner may apply for a license to establishment and operate a sidewalk café.

14-193. Application Required.

- (A) An applicant must file an application with the Director on a form approved by the Director.
- (B) An application under this chapter must include:
 - (1) an application fee as established by separate resolution;
 - (2) proof of fee title ownership to the real property under the public street and, if applicable, lessor authorization;
 - (3) a map or plat showing the area to be licensed;
 - (4) information on the type of sidewalk café to be established, including:
 - (a) the number and placement of tables, chairs, and other furnishings; and
 - (b) the name and address of the adjacent restaurant that will serve the sidewalk café;
 - (5) proof of general commercial liability insurance coverage in the amount established by the department to protect the City's interest; and
 - (6) other information required by the department.

Section 14-194. Review, Findings, and Determination.

- (A) The Director shall deliver a copy of each application the Director receives for comment to:
 - (1) affected City departments; and
 - (2) the property owners and tenants whose property or businesses are immediately adjacent to the proposed licensed area.
- (B) Not later than the 30th day after the Director receives an application, the Director shall make findings of fact based on a review of the application and any comments received under Subsection (A).
- (C) The Director shall notify an applicant that an application is approved if the director finds that the proposed sidewalk café:
 - (1) is not located on, extend onto, or intrude on a portion of a roadway or a sidewalk necessary for pedestrian use;
 - (2) is planned to minimize potential harm or injury to the public or interference to public use of a public street;

- (3) does not create a hazardous condition or obstruction of vehicular or pedestrian traffic on a public street; and
- (4) meets the requirements of this chapter and the criteria and requirements established by the department.

(D) The findings made by the director under this chapter are exclusively for the use and benefit of the City to determine if the department's license criteria have been met. The applicant may not rely on the director's findings as a certification or guarantee by the City that the findings are correct, complete, or accurate.

(E) If the director fails to make a determination on an application on or before the 30th day after receipt of the application, the application is denied.

Section 14-195. Denial Of Application; Reconsideration.

(A) The Director shall notify the applicant in writing if the Director determines that the proposed sidewalk café does not meet the criteria established by this chapter or the department. The notice shall identify the criteria which were not met.

(B) Before the 30th day after the date the notice under Subsection (A) is mailed or delivered or the application is denied, the applicant may submit to the director for reconsideration one revised plan for a sidewalk café on the same proposed street. The payment of a new application fee is not required.

(C) A revised plan that is submitted for reconsideration after the deadline for reconsideration in Subsection (B) must be accompanied by a new application, including the application fee.

(D) If the application is denied under 14-194(E) or 14-195, the applicant shall appeal to City Council within fifteen (15) days of the date of the denial or within forty-five (45) days of the application if the denial is made by virtue of 14-194(E). An appeal shall be made in writing and submitted to the City Clerk.

Section 14-196. License Agreement Execution And Delivery.

(A) The director shall prepare and deliver to the applicant a one-year license agreement on a form approved by the director for an application approved under this chapter. The agreement may include a provision for renewal or extension of the license.

(B) An applicant must execute and return a license agreement not later than two months after the date the license agreement is delivered to the applicant together with:

- (1) a certificate of insurance demonstrating compliance with the requirement of this chapter;
- (2) the annual fee established by separate resolution; and
- (3) other information or documentation required by the department.

(C) The City Manager may execute a license agreement under this chapter, including a license agreement that an applicant returns after the deadline prescribed by Subsection (B).

Section 14-197. Assignment Or Termination Of License.

- (A) A license agreement is the personal obligation of the licensee and is not assignable without the City's written consent.
- (B) The City may terminate a license agreement for any reason on 30 days written notice from the City, or due to a breach of its terms by the licensee.

Section 14-198. Furnishing Rearrangement.

A licensee may rearrange or reconfigure approved tables, chairs, and other furnishings in the licensed area without obtaining an amendment to the license agreement, if:

- (1) the licensee promptly provides the department with a sketch of the new placement; and
- (2) the furnishings or their new placement do not:
 - (a) extend outside of the licensed area;
 - (b) constitute a danger to the health or safety of a patron or the public, and
 - (c) violate the terms of the license agreement..

Section 14-199. Offenses And Penalty.

- (A) A person commits an offense if the person establishes, operates, or maintains a sidewalk café without a license under this chapter or violates the Trinidad Code of Ordinances.
- (B) A person may not sell, barter, trade, store, or take orders for merchandise at a sidewalk café or be in violation of Chapter 17-8, except food or drink to be consumed in the sidewalk café.
- (C) An offense under this chapter is a Class C misdemeanor punishable as prescribed by Section 1-8.

Section 14-200. Severability.

If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and words thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or words have been declared invalid or unconstitutional, and if for any reason this ordinance should be declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

RESOLUTION NO. 1311

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TRINIDAD, COLORADO, SETTING FORTH CRITERIA AND
FEES ASSOCIATED WITH THE LICENSING OF SIDEWALK CAFÉS

WHEREAS, City Council adopted an ordinance that permits sidewalk cafes within the corporate limits of Trinidad, Colorado; and

WHEREAS, the City Council has identified the need to create criteria and an application and license fee to regulate sidewalk cafes.

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

A. City Council adopts the following criteria for the regulation of sidewalk cafes:

1. Use of the public sidewalk for the purposes of alfresco or outdoor dining ("sidewalk cafés") in conjunction with existing or proposed restaurants in adjoining principal buildings is subject to the City's approval of a license on a case-by-case basis and will be based in accordance with applicable provisions of Sections 14-188 through 200 and on the conditions set forth in these Criteria and Requirements.
2. A sidewalk café will be considered an accessory use to a restaurant which is located within an adjoining principal building. Sidewalk cafés may not be stand-alone businesses.
3. A license for a sidewalk café will not be issued or renewed for a business not holding a bona fide City of Trinidad business license for a restaurant.
4. Sidewalk café licenses are to be renewed annually, and after the initial issuance, at the same time as the renewal of the restaurant's business license. Renewals of the Sidewalk Café license are subject to the approval of the City.
5. Sidewalk cafés are to meet the requirements of the Las Animas County Health Department.
6. The proprietor of a sidewalk café is to maintain a clear path of at least 5 feet in width at all times for pedestrian traffic to pass by. This path must remain totally unobstructed at all times. Any handicap ramp or driveway crossing the sidewalk must be kept clear.
7. The sale and/or consumption of alcohol are not permitted within sidewalk cafés.
8. The sale of food or beverages or other products from a window or other opening in the building connected to the sidewalk café may not be permitted unless specifically approved by the City.
9. Any alteration to the sidewalk or other physical improvements must first have the approval of the Public Works Director. Any alterations will be at the expense of the proprietor, and the proprietor will be responsible for the costs of putting the sidewalk back in the original condition when the sidewalk café use ends. Such costs will be determined by the Public Works Director. Cash or a surety bond to cover these costs will be deposited with the City in accordance with Section 14-190.

10. The proprietor of a sidewalk café agrees to indemnify, defend, save and hold harmless the City of Trinidad, its officers and employees, from any and all claims, liability, damages, and causes of action which may arise out of the sidewalk café or any activity within the sidewalk café.
11. The proprietor of a sidewalk café agrees to obtain and maintain for the entire license period, at his/her own expense, an Insurance Certificate for Commercial General Liability coverage for the sidewalk café area in an amount not less than \$1,000,000 per occurrence for bodily injury and property damage, with the City of Trinidad listed as an additional insured and certificate holder. The City of Trinidad must receive 30 days written notice prior to any cancellation, non-renewal, or material change in the coverage.
12. All outdoor dining areas and furnishings are to be located immediately adjacent to the principal building of the associated restaurant, and should be located at least 25 feet away from street intersections.
13. When applying for a license for a sidewalk café, a proprietor is to submit the property owner's consent, a copy of all required Health Department permits for the outdoor dining use, a copy of the business's commercial general liability insurance policy, a scaled site plan showing the proposed outdoor dining area, the locations and sizes of proposed improvements and furnishings, the location and dimensions of the planned pedestrian path, the existing curb, any required fencing, utilities, light fixtures, street furniture, street & traffic signs, fire hydrants, trees, planters, etc. Additionally, a completed Sidewalk Café application form and the applicable nonrefundable application fee are to be submitted.
14. Signage for the sidewalk café is governed by the City's sign ordinance.
15. The sidewalk café is to be accessible to the disabled, and the proprietor is to comply with all applicable federal, state, and city regulations concerning accessibility and non-discrimination in the provision of services. Handicapped accessible restrooms for patrons of the sidewalk café are to be located within the principal building. Additionally, the proprietor is responsible for increasing the number of fixtures, as applicable, to accommodate the increased occupancy caused by adding the outdoor dining area.
16. The proprietor is responsible for furnishings moved by patrons, or for items placed in the clear public thoroughfare by patrons, including bicycles, wheeled carts of any sort, and other items.
17. Outdoor display or storage of food, supplies or merchandise are not permitted in sidewalk cafés.
18. A sidewalk café is not to obstruct snow removal, mosquito spraying or street sweeping operations in any way.
19. A sidewalk café is not to be operated between the hours of 11:00 p.m. and 7:00 a.m. All furnishings associated with the sidewalk café must be located within the restaurant building when the sidewalk café is not open.
20. If additional lighting is installed, lighting should be designed, installed, and operated to keep direct light and prevent glare onto adjacent properties and from the street.
21. The design of furnishings in sidewalk cafés should complement the restaurant building. The furnishings should be of good quality and be weatherproof. All furnishings, including lighting and heaters, should be safe and stable to limit the risk of overturning due to wind or other factors.

Tables and chairs should not have sharp edges or corners. All surfaces should be smooth and free of protruding tacks, nails, and wires.

22. Outdoor dining areas should be kept clear of litter, food scraps, and soiled dishes, and should be cleaned throughout the daily operation.
23. The proprietor should provide trash containers within the sidewalk café, which should be emptied and maintained by restaurant employees throughout the daily operation.
24. Plants located within the sidewalk adjacent to the principal building shall be properly maintained by the proprietor, including the replacement of stressed or dying plants.
25. Smoking within the sidewalk café is to comply with Colorado state law.
26. The sidewalk café should be operated so that no noise generated by the business and its patrons can be heard from a distance of 50 feet from the area of operation. No outdoor speakers or music should be installed except as specifically approved in a special event permit by the City Council.
27. Sidewalk cafés shall be continuously supervised by restaurant employees.
28. It is the duty of the restaurant's proprietor to maintain quiet and good order upon the premises of a sidewalk café, and not permit disorderly or immoral conduct or loitering. The proprietor and patrons of the sidewalk café should not cause or create any noise or other nuisance in the outdoor area where the quiet and good order of the premises or the neighborhood are disturbed.

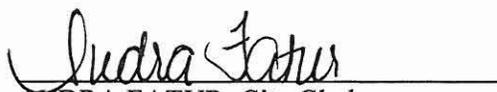
B. City Council adopts the following application and annual license fee for the regulation of sidewalk cafes:

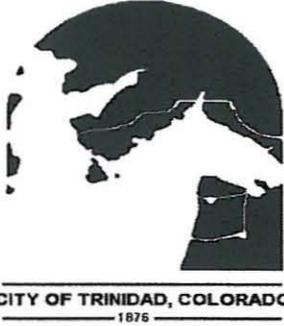
1. An application fee of \$100.00 is due and payable on the date on which the request for licensure of a sidewalk café is made.
2. An annual license fee of \$25.00 will be assessed coincident with the annual business license renewal.

INTRODUCED, READ AND ADOPTED this 6th day of March, 2007.


JOSEPH A. REORDA, Mayor

ATTEST:


AUDRA FATUR, City Clerk



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 26, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 2

SUBJECT: Consideration of an agreement between the City of Trinidad, Las Animas County, Trinidad-Las Animas County Economic Development, Inc. and Southern Colorado Economic Development District to seek grant funds for the Trinidad/Las Animas County Industrial Park Development through the Economic Development Administration Economic Adjustment Program Grant

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: Forward to the regular meeting of September 2, 2014 for approval.

SUMMARY STATEMENT: Intergovernmental Agreement to cooperate in developing and submitting an EDA Economic Adjustment Program Grant.

EXPENDITURE REQUIRED: If the grant application is successful, \$5,600 in administrative fees would be shared between the City, County and TLACED.

SOURCE OF FUNDS: N/A

POLICY ISSUE: Industrial Park Development planning

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

Council approved an IGA on May 20, 2014 between the City, Las Animas County and Trinidad-Las Animas County Economic Development Corporation for an Economic Development Administration (EDA) grant application.

If the match is unaffordable to the parties when the percentage is determined, there would be no requirement of the parties to continue pursuing the grant.

AGREEMENT

WHEREAS, the County of Las Animas, (County) and the City of Trinidad (City) and the Trinidad Las Animas County Economic Development Inc. (TLACED) all in the State of Colorado, have entered into an Intergovernmental Agreement dated May 27, 2014; and

WHEREAS, the purpose of the Intergovernmental Agreement is to cooperate in developing and submitting an Economic Development Administration (EDA) Economic Adjustment Program Grant intended to assist in planning for the Trinidad/Las animas Industrial Park Development; and

WHEREAS, the Southern Colorado Economic Development District Inc. (SCEDD) is in the business of assisting in the preparation, application and reporting of EDA grant funds,

NOW THEREFORE IT IS AGREED THAT:

SECTION I

PROJECT

- 1.1 PROJECT:** The Project contemplated by this agreement shall be for the application of an EDA Economic Adjustment Grant. The application for and funds awarded as contemplated by this agreement are for the Scope of Work identified as the Trinidad/Las Animas Industrial Park Development.

SECTION II

RESPONSIBILITY OF LEAD PARTY

- 2.1 LEAD PARTY:** The County shall act as the Lead Party in developing, supervising and administering the Project.
- 2.2 APPLICATION:** In the capacity as Lead Party, County shall, in cooperation with SCEDD, make application to the Economic Development Administration (EDA) for grant funds.
- 2.3 GRANTEE:** County shall be the grantee and recipient of any funds awarded for the Project.
- 2.4 COOPERATION:** County shall cooperate with SCEDD in the pre-application planning, application process, data collection, reporting and all other aspects and requirements of the project.

- 2.5 **CONTRACTS:** County shall be the contracting party with any other individual or entity hired, engaged or contracted to carry out any of the functions contemplated by and within the scope of the project.
- 2.6 **SELECTION:** County shall be solely responsible for the selection of contractors, subcontractors, consultants, suppliers of labor or material or entities assisting in the Project.
- 2.7 **ACCOUNTING:** County shall receive all EDA funds and shall be responsible for the accounting and administration of same.
- 2.8 **PAYMENTS:** County shall be responsible for the administration of contracts and the payment of funds due to contractors, independent contractors, consultants, advisors and all other expenses of the project.
- 2.9 **COMPLIANCE:** County shall be solely responsible for performance of and compliance with all provisions required by EDA or any regulatory or inspection agency.

SECTION III

DUTIES OF SCEDD

- 3.1 **PRE APPLICATION:** SCEDD shall assist in and shall be responsible for the completion of the pre-application process with the Federal Government Department of Commerce and the Economic Development Administration (EDA) as the designated division of government.
- 3.2 **APPLICATION:** SCEDD, upon approval of the pre-application, shall assist in and be responsible for completion and submission of the full application to the EDA.
- 3.3 **ADMINISTRATION:** If EDA grant funds are awarded for the project, SCEDD shall assist in and be responsible for preparation and application of draw requests and collection of all data necessary in support of draw requests.
- 3.4 **REPORTING:** SCEDD shall assist in and be responsible for the preparation and submission of monthly or other required monitoring reports, final project closeout reports, and interim collection of information and submission of additional required reporting.
- 3.5 **RFP/CONTRACTS:** SCEDD shall assist in and be responsible for the preparation and issuance of Requests For Proposals (RFPs) as the same may be requested by County and in the preparation and issuance of contracts as requested by County. Any RFP or contract shall be prepared in consultation with and upon review by County.

3.6 LIMIT OF ACTIONS: SCEDD shall assume no responsibility or liability for the performance of County or any other party to this agreement or for any person or entity hired by County. The sole responsibility of SCEDD under this agreement shall be the preparation and submission of applications, reports, contracts, draw requests or RFPs as called for by this agreement.

3.7 RELIANCE: SCEDD, in the preparation of any pre-application, application, report, contract or RFP shall rely upon information provided by County and its agents and representatives. SCEDD shall have no responsibility or obligation to verify the accuracy of the information received from County or its representatives or agents.

SECTION IV

REMUNERATION

4.1 COMPENSATION: For all services provided under this agreement, and only in the event that the grant funds are awarded, SCEDD shall be paid the sum of Five Thousand Six Hundred Dollars (\$5,600.00). In the event no grant funds are awarded, no fees shall be due or owing to SCEDD.

4.2 PAYMENT: The Scope of Work for the Project contemplates five stages of development. For each stage of development SCEDD shall be paid the sum of One Thousand One Hundred Twenty Dollars (\$1,120.00). SCEDD shall invoice County during or at the completion of each phase. County shall make payment to SCEDD of any and all invoiced amounts within twenty-one (21) days of receipt of invoice.

4.3 COMPENSATION EARNED: Unless its involvement in the Project is terminated by SCEDD or if SCEDD shall fail to perform any duty imposed upon it by this Agreement, the compensation owing to SCEDD shall be deemed fully due and owing upon award of the EDA grant. The agreement of SCEDD to accept five payments for the compensation amount shall not be construed as meaning that the compensation is only earned and owing at the completion of the phase. Upon award of the grant funds, the total compensation amount owed to SCEDD shall be deemed owing even in the event that all five phases are not completed as contemplated by the scope of work unless its involvement in the Project is terminated by SCEDD or if SCEDD shall fail to perform any duty imposed upon it by this Agreement, in which event SCEDD shall be entitled only to compensation earned for the phases actually completed.

SECTION V

TERM AND TERMINATION

- 5.1 **TERM:** This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing EDA Funding for the project, or if awarded, carrying out the project activities or scope of work.
- 5.2 **TERMINATION:** Any Party to this agreement may terminate its participation in this Agreement by providing written notice of such termination to the other parties to this agreement. Provided however, if the funds contemplated by this agreement are awarded, County shall not terminate its participation in this agreement nor resign its position as Lead Party without the consent of all of the parties to this agreement and without having made prior arrangement for substitution of another Lead Party which, in both the identity of the substituted Lead Party and the terms and conditions under which the substituted Lead party will serve, are acceptable to all other parties to this agreement.

SECTION VI

GENERAL PROVISIONS

- 6.1 **MODIFICATIONS:** This agreement may only be modified in writing which writing must be signed by all parties to this agreement. No modification except in writing and duly signed shall be of any force or effect. All prior agreements between the parties are merged into this agreement and no prior agreement, representation or understanding shall be of any force or effect.
- 6.2 **IMMUNITY:** No Party to this agreement which may be entitled to protection or immunity under the Colorado Governmental Immunity Act shall, by any provision of this agreement, be deemed to have waived its immunity under such act. Each party to this agreement indemnifies, and to the extent permitted by law, will defend the other for all claims, damages and liabilities resulting in suit or claim as a result of the acts or omissions of such party to this agreement.
- 6.3 **NO RIGHTS OF THIRD PARTIES:** No person or entity who is not a party to this agreement shall be deemed to have had conferred upon such party or to grant to any such party any right or any claim to any damage or to bring any lawsuit, action, or other proceeding against any of the parties hereto because of any breach of or because of any of the terms or conditions of this agreement.
- 6.4 **SEVERABLE:** All terms and conditions of this agreement are severable, and in the event that any one of them shall be held invalid by a Court of competent jurisdiction, this agreement shall be interpreted as if such invalid agreement or covenant were not contained herein and to the extent that the remaining terms and conditions of this agreement shall be enforceable.

6.5 BINDING EFFECT: This agreement shall be binding upon the respective parties hereto, their successors and assigns, provided however, no party to this agreement shall assign any right, duty, obligation or benefit under this agreement without the express prior written consent of all of the parties to this agreement.

6.6 FINANCIAL OBLIGATIONS: It is the intent of the Parties to this agreement and specifically provided that no provision of this Agreement shall be construed or interpreted as creating multiple-fiscal year direct or indirect debt or other financial obligation whatsoever, or a general obligation or other indebtedness of any party to the agreement within the meaning of a constitutional, home rule charter or statutory debt limitation, or as pledging or creating a lien on any class or source of income or on any of the properties or assets of any of the parties to this agreement.

SECTION VII

ARBITRATION

7.1 ARBITRATION: Any controversy or dispute arising out of this agreement or the relationship between the parties under this agreement shall be settled by binding arbitration. Any party may demand arbitration by serving upon the other parties a written demand for arbitration. Thereafter, within thirty (30) days, the parties shall agree upon the person to act as arbitrator. In the event of failure to agree upon the arbitrator, any party in the dispute may petition a Court of competent jurisdiction for the appointment of the arbitrator. No party to this agreement shall seek the appointment of the American Arbitration Association (AAA) or of the Judicial Arbitrator Group (JAG) without the consent of all other parties to the arbitration. All parties waive any right to trial by court or by jury for any dispute arising under this agreement or the relationship between them caused by this agreement. The arbitrator may award to the prevailing party its attorney fees and costs including the cost of discovery and depositions as part of any arbitration award. The arbitrator shall not have authority to enter any award for punitive or exemplary damages. Each party waives any claim for any award of exemplary damages.

SCEDD:

County of Las Animas:

By: _____

By: _____

The Trinidad Las Animas County
Economic Development Inc:

City of Trinidad:

By: _____

By: _____

Proposal for

Trinidad/Las Animas Industrial Park Development

(AIM: Assess – Implement – Market)

Scope of work

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II. NEEDS/GOALS/OBJECTIVES 5

THE NEEDS 5

THE GOALS 5

THE OBJECTIVE 6

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I. Summary

This scope of work is intended to outline the goals and strategies proposed for Las Animas County's U.S. Economic Development Administrations, Economic Adjustment Program Grant. The grant is requesting to perform an assessment, implementation plan and marketing strategy for the Trinidad Industrial Park. With the closure of major employers such as private and state prison facilities in the county, transference of energy related services companies, devastating natural fires and the overall decline in the economy the past few years has created severe economic hardships for the affected area.

The goal of the strategic plan and its implementation is to increase the development of businesses, which in turn will create new jobs. If the grant request is approved this scope of work would be integrated into a request for proposals to select a qualified consultant to achieve the goals mentioned below. Southern Colorado Economic Development District will act as the administrator for the grant on behalf of the county. The County and its communities have appointed a working committee to guide and direct this scope of work.

The first phase of the project includes auditing the existing assets that can contribute to future growth. Once the asset assessment has been completed and analyzed, a strategic plan map out the key steps to maximize the utilization of the Industrial Park, positioning the messaging for future marketing and PR efforts. The second phase is the implementation of the strategic plan, including the marketing outreach to attract the attention of prospects to the Industrial Park and to expand existing businesses. Other deliverables from the Strategic Plan may include (but are not limited to) acquisition of land, development of infrastructure and workforce training. These next steps and funding for them will be immediately implemented so as to seek funding where necessary and the marketing strategies implemented.

Introduction

Las Animas County is located at the southeastern border of Colorado and New Mexico. The county is 4,773 square miles with a population density of 3.3 per square mile. The average elevation is 6,200 feet. Las Animas is the largest county in Colorado.

The County was established in 1866. Las Animas County gets its name from the Spanish name for the river: *Rio de las Animas Perdidas en Purgatorio* (River of Souls Lost in Purgatory). Las Animas County's history includes trading expeditions along the Santa Fe and what is called the "Mountain Branch" of the Santa Fe Trail to reach the West. The county was once known for the mining industry and the Ludlow Massacre. Today the economy boasts a variety of tourist attractions and ranching and gas extraction industries.

The Southern Colorado Economic Development District (SCEDD) is a non-profit corporation controlled by thirteen member counties in southern Colorado. SCEDD operates several programs as a service to local governments. With SCEDD's broad mandate to promote economic development, the services provided to counties are constrained only by the budget and the will of the board of directors.

SCEDD will administer the application process for Las Animas County in seeking an Economic Adjustment Assistance grant to create a strategy for economic resurgence and sustained economic growth.

This SCOPE of WORK is designed to provide the framework for the application to the EDA for funding, with the sole purpose of attracting new businesses to the region or increasing capacity at existing businesses or other anchor institutions.

This SCOPE of WORK was created with the input of local government officials, community leaders and private citizens from Las Animas County.

Needs/Goals/Objectives

THE NEEDS

- The Need is to apply for an EDA Economic Adjustment Assistance grant to create a realistic strategy to attract new businesses to the region or expanding capacity at existing enterprises - for the creation of new primary jobs and existing job retention, and to implement a marketing plan for sustainable and obtainable growth. Specific goals include:

THE GOALS

- To paint a realistic picture of what The Industrial Park can be in the next five to ten years.
- To create an inventory of existing Industrial Park assets
- To provide strategies and prioritization of key actions and deliverables that will improve and enhance the opportunities in Industrial Park for businesses and the growth of the local economy.
- To create a sense of ownership among the thought leaders of the Region about their future.

THE OBJECTIVE

- To come up with projects and strategies that will substantially increase the recruitment and retention of new and existing businesses; thereby promoting and sustaining economic growth.
- To achieve an elevated awareness of Las Animas County both within the county and outside region through the implementation of the outreach plan.

II. Scope of Work

Las Animas County, through its designated administrator, Southern Colorado Economic Development District, is seeking a well-qualified economic development firm to create an economic strategy and action plan that addresses the above mentioned needs, goals and objectives but also creates an action plan addressing the "next steps" and the marketing to the desired businesses.

It is expected that SCEDD will partner with a consulting firm to help address the scope of work in the five phases described below.

Phase 1: Assessment of Unique Strengths and Current Assets

In cooperation with the project Administrator and project Stakeholders, the consultant shall conduct primary (qualitative and, if appropriate, quantitative) research to assess the assets of the Industrial Park and to understand the perspective and vision of the leadership of Las Animas County.

Each region is unique and has a special blend of strengths, assets, and economic potential. Each region, of course, is constrained by geography, human capital, financial capital, weather, and a myriad of other factors.

The Project Administrator will assist the consultant with the distribution and collection of the surveys (if appropriate) and provide the consultant with the data for the research. In addition, the Project Administrator will assist in providing any other relevant data about the Industrial Park, including current and past occupants and the original documents of its original purpose.

This phase is all about new research and comprises the bulk of the work of the overall plan. This will create new data that is specific to the region.

The purpose of this phase is to make sure that the strategic plan is customized to the region - and not merely a generic plan that could be applied to any area of the country or other counties.

Timetable

| | Description of Work | Start and End Dates |
|-------------|---|---------------------|
| Phase One | Assessment of Unique Strengths and Current Assets | TBD |
| Phase Two | Integration of Existing Demographic and other Economic Data | TBD |
| Phase Three | Facilitation with Region Stakeholders and Thought Leaders | TBD |
| Phase Four | Industry & Marketing Research | TBD |
| Phase Five | Final Plan Creation and Presentation | TBD |

Phase 2: Integration of Existing Demographic and Other Economic Data

In addition, the consultant will integrate relevant economic cluster and demographic trending studies and other economic data into the final analysis. This research already exists and serves to support the primary research discovered in Phase 1. The consultant will work with the Project Administer to identify and gain access to the relevant data for this phase.

Such existing research adds nuance, color, and credibility to the final strategic plan. The consultant may request some analysis of the GIS data, based on the results from Phase 1.

Phase 3: Facilitation with Region Stakeholders and Thought Leaders

Once the first two phases are complete, the Project Administrator, with assistance from the consultant, will meet with the stakeholders and thought leaders of the County to process the findings from the research.

The purpose is to educate the stakeholders and thought leaders on the assets of the Industrial Park and to begin to generate realistic ideas for possible industries to target and to gain feedback on possible directions to include in the final strategic plan. It is critical that stakeholders and thought leaders feel ownership in the findings from the research and in the ideas that are generated as a result.

In Phase 1, the consultant will have conducted qualitative research (in-person interviews and phone interviews) with the stakeholders and key thought leaders in area surrounding the Industrial Park to capture their ideas and vision for the County. So this phase is all about rolling up all the data from the research, presenting it to the leaders, and facilitating a conversation about what's possible for the County. The consultant will rely upon the Project Administrator to identify the key stakeholders and thought leaders of the County for purposes of facilitation and research. The Project Administrator will also be responsible for ongoing communication with the stakeholders and thought leaders, setting up meetings and locations for meetings, and communications about meetings.

Phase 4: Industry & Marketing Research

Once the first three phases are complete, the consultant will conduct research to identify industries compatible for the region. In the previous phase, the Project Administrator and consultant facilitated a process with the County stakeholders and thought leaders to identify potential businesses or industry to recruit to the Industrial Park.

In this phase, the consultant will research specific industries and the channels to reach the industry through associations, conferences, and other traditional and nontraditional channels. Part of the strategic plan will be specific information on how to market or conduct outreach to a specific industry and specific companies within the industry.

Phase 5: Final Plan Creation and Presentation.

Part of the plan will be developed in each of the phases, but the final strategic plan, which includes a marketing outreach strategy, will be drafted in this final phase. The plan includes the findings from the research, the decisions from the facilitation process with the County leaders, and the discoveries in the industry and marketing research.

The final deliverable will be a 15- to 20-page document that includes:

1. An executive summary of the overall recommendations,
2. A narrative analysis of the findings of the research,
3. The messaging strategy needed to market the County to outside industry,
4. The 3- to 5-year outreach plan to target companies and begin to recruit new businesses into the Industrial Park.

5. A 90-Day Implementation plan that focuses the efforts of the County on the initial priorities to launch the campaign to attract new businesses and expand existing businesses within the County.

III. Budget

| | Description of Work | Anticipated Costs | |
|-------------|---|---------------------------------------|--------------|
| Phase One | Assessment of Unique Strengths and Current Assets | \$30,850 | Deleted: TBD |
| Phase Two | Integration of Existing Demographic and other Economic Data | \$9,950 | Deleted: TBD |
| Phase Three | Facilitation with Region Stakeholders and Thought Leaders | \$15,575 | Deleted: TBD |
| Phase Four | Industry & Marketing Research | \$9,300 | Deleted: TBD |
| Phase Five | Final Plan Creation and Presentation | \$22,800 (includes \$5,600 Admin Fee) | Deleted: TBD |
| | Total | \$88,475 | Deleted: TBD |

IV. Evaluation

At the completion of each phase a working Memorandum Report that summarizes key findings and conclusions drawn from the economic and market research analysis completed in each phase. Consultant will present these working findings to the Steering Committee at the conclusion of the phase.

Prepare a final Strategic action plan that address:

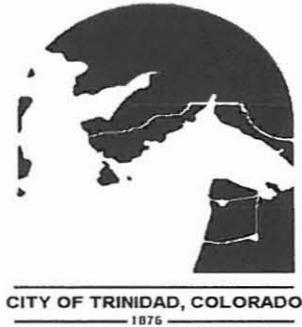
- An analysis of the previous Memorandum Reports prepared during each phase;
- The regions advantages, disadvantages and economic assets;
- The types of Business most likely to be attracted to or expanded within the Industrial Park; and

- Describe the needed investment, development and redevelopment activities to attract these businesses.
- Prepare a Marketing Plan for the recruitment of business sectors identified in the types of business most likely to be attracted to or expanded within the Region.

V. Next Steps

Specify the actions required of the readers of this document.

- Next Step 1- Submit any comments or questions concerning this SCOPE OF WORK and RFP.
- Next Step 2 - Buy submission date – submit written proposal and budget
- Next Step 3 - Evaluation of submitted proposals and submission to EDA for funding
- Next Step 4 - Upon receipt of funding from EDA award contacts and start project.



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: August 26th, 2014
PREPARED BY: Louis Fineberg
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

SUBJECT: Discussion of EPA Brownfields Assessment Grant Opportunity

PRESENTER: Louis Fineberg, Planning Director

RECOMMENDED CITY COUNCIL ACTION: No action required at this time.

SUMMARY STATEMENT:

Discussion of the above-referenced grant opportunity. See attachments for specifics on the program.

EXPENDITURE REQUIRED: There is no local match required.

SOURCE OF FUNDS: NA.

POLICY ISSUE: Should the City of Trinidad pursue the grant opportunity?

ALTERNATIVE: The City of Trinidad could decide not to pursue the grant opportunity.



Potential Uses U.S. EPA Assessment Grant Funding

Brownfields are properties previously used for industrial or commercial activities, where redevelopment is complicated by the presence – or potential presence – of hazardous substances or contaminants. Brownfield redevelopment helps use existing land efficiently, create jobs, revitalize neighborhoods, increase property values and reduce health risks.

EPA Assessment Grant Funding can be utilized for a wide range of activities. The program allows cities and counties to identify and prioritize potential brownfields, conduct environmental assessments on key sites, and develop cleanup plans if needed. Stantec clients have used this funding for many uses, including:

Assessment of Tax Delinquent Industrial or Commercial Parcels Prior to Foreclosure

Although some liability protections are available to local governments that acquire industrial or commercial properties through tax foreclosure, cities and counties may still be responsible for certain actions, such as responding to on-going visible releases from hazardous substance containers. EPA grants provide funding to perform environmental due diligence activities on these properties before proceeding with tax foreclosure.

Assessment of Properties Targeted for Acquisition

Cities and counties routinely acquire properties for development of new facilities, roads, parks, trails, etc. EPA grants provide funding to perform due diligence of abandoned, vacant, or underutilized commercial or industrial parcels to (a) determine an appropriate price for the property (discounted to reflect environmental liabilities), (b) confirm that the environmental condition of the property would not preclude desired future land uses, (c) enable the property to be acquired with appropriate liability protections under the comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), and (d) plan for any cleanup that may be needed as part of site redevelopment.

Environmental Testing of Previously Acquired Contaminated Properties

Many local governments own land acquired over time. Some of these acquisitions date back hundreds of years. Parcels acquired more than 20 years ago were likely attained without the benefit of environmental due diligence. Consequently, cities and counties often own numerous contaminated parcels for which there is no financially viable responsible party to undertake environmental cleanup. EPA grants provide funding to conduct assessment on sites that pose an imminent threat to public health or the environment or where there is proposed redevelopment.



Assessment of Sites that Pose an Imminent Threat to Public Health or the Environment

In some instances, brownfield sites may represent an imminent threat to public health or the environment. EPA grants can provide funding to assess these threats. For countywide grant programs, funding allows the county to assess sites in rural areas or small towns, where the local unit of government lacks the resources or staff expertise to develop and implement plans to address these sites.

Support of Economic Development Initiatives

Grant monies can be used to perform environmental due diligence for vacant or underutilized properties with redevelopment interest. This can help to "level the playing field" between brownfield sites and greenfield or sprawl development. Costs for environmental due diligence typically must be paid from the developer's equity and are at risk should the assessment indicate that environmental hazards prohibit purchase. Consequently, environmental assessment costs may be seen as a disincentive to redevelopment. Grant funding can eliminate this developer cost.



Nearly 30% of sites assessed using EPA funding are found to have no significant environmental impairments.

For these sites, the assessment process eliminates uncertainty, enhancing property values and marketability.

For sites where environmental impacts are documented, property owners and developers can be relieved of the costs of initial assessment activities.

Design with community in mind

Grant Funded Activities for Eligible Properties

Brownfield Inventory

Funding can be used to conduct a comprehensive city- or county-wide brownfield inventory, which can be integrated with GIS and used to inform redevelopment decisions.

Community Outreach

Grant funds cover community outreach efforts to inform the public and garner community input and support for brownfield reuse.

Phase I Environmental Site Assessments

Phase I ESAs are reviews of existing environmental information, including previous permits, historical documents, or other information about site conditions to identify potential barriers to redevelopment.

Phase II Environmental Site Assessments

Should a Phase I ESA identify environmental concerns, a Phase II ESA may be conducted. These assessments include testing soils and groundwater samples and/or hazardous building materials, to determine if impacts exist that require cleanup.

Cleanup Planning

For sites with confirmed impacts, cleanup planning may be completed. This includes analysis of cost-effective cleanup options for anticipated redevelopment alternatives.

Area-Wide Planning

Funding can be used to conduct revitalization planning for a brownfields impacted corridor. This may include market research, infrastructure assessments, and community outreach activities.

Additional Funding Sources:

Following assessment and cleanup planning, subsequent funding may be available through EPA and DEQ for site-specific cleanup and redevelopment efforts.



EPA Brownfields Assessment Grants: Interested in Applying for Funding? *Here's what you need to know to get started...*

What is EPA's Brownfields Program?



Salt Lake City, Utah (before)

The U.S. Environmental Protection Agency's (EPA) Brownfields Program is designed to empower states, communities, and other stakeholders to work together in a timely manner to prevent, assess, safely clean up, and sustainably reuse brownfields. EPA provides technical and financial assistance for brownfields activities through an approach based on four main goals: protecting human health and the environment, sustaining reuse, promoting partnerships, and strengthening the marketplace. Brownfields grants serve as the foundation of the Brownfields Program and support revitalization efforts by funding environmental assessment, cleanup, and job training activities. Thousands of properties have been assessed and cleaned up through the Brownfields Program, clearing the way for their reuse.



Salt Lake City, Utah (after)

A brownfield is defined as: real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The 2002 Brownfields Law further defines the term to include a site that is: "contaminated by a controlled substance; contaminated by petroleum or a petroleum product excluded from the definition of 'hazardous substance'; or mine-scarred land."

What are the Four Grant Types?

- ✓ **Assessment grants** provide funding for brownfields inventories, planning, environmental assessments, and community outreach.
- ✓ **Revolving Loan Fund grants** provide funding to capitalize a revolving loan fund that provides loans and subgrants to carry out cleanup activities at brownfields.

- ✓ **Cleanup grants** provide direct funding for cleanup activities at specific sites.
- ✓ **Job Training grants** provide environmental training for residents of brownfields communities.

What are Assessment Grants?

Assessment grants provide funding for a grant recipient to:

- ✓ **Inventory Sites:** Compile a listing
- ✓ **Characterize Sites:** Identify past uses
- ✓ **Assess Sites:** Determine existing contamination
- ✓ **Conduct Cleanup and Redevelopment Planning:** Scope and plan process
- ✓ **Conduct Community Involvement:** Inform and engage community

For a Community-Wide Grant:

- ✓ An applicant may apply for a community-wide assessment grant if a specific site has not been identified or if the assessment will address more than one site within the community.
- ✓ Applicants electing to apply for up to \$200,000 for a community-wide hazardous substance assessment grant are not eligible for a site-specific hazardous substance assessment grant in the same grant competition. Applicants applying for up to \$200,000 for a community-wide petroleum or petroleum product assessment grant will not be eligible for a site-specific petroleum assessment grant.

For a Site-Specific Grant:

- ✓ A site-specific assessment grant must be applied for if the assessment is limited to one, and only one, site. A site-specific assessment grant application must be made if a waiver of the funding limitation is requested.
- ✓ Applicants will not be allowed to substitute another site for a site-specific assessment grant where the subject site is determined to be ineligible.

For the complete discussion of Brownfields Program grant funding, refer to the EPA Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants at: <http://www.epa.gov/brownfields/applicat.htm>

How Do I Apply for an Assessment Grant?

Applicants submit a proposal for each grant type that they are applying for (i.e., assessment, revolving loan fund, and/or cleanup). Each proposal must address the selection criteria outlined in the guidelines.

Grant proposals should be concise and well organized, and must provide the information requested in the guidelines. Applicants must demonstrate that they meet threshold criteria requirements and must respond to evaluation criteria. Factual information about your proposed project and community must be provided.

Proposals must include:

- ✓ Cover letter describing project
- ✓ Applicant information
- ✓ Applicable mandatory attachments (e.g., state letter)
- ✓ Responses to evaluation criteria

All applicants must refer to the Proposal Guidelines published by EPA.

Who is Eligible to Apply for an Assessment Grant?

Eligible entities include: state, local, and tribal governments, with the exception of certain Indian tribes in Alaska; general purpose units of local government, land clearance authorities, or other quasi-governmental entities; regional council or redevelopment agencies; or states or legislatures. Some properties are excluded from the definition of a brownfield unless EPA makes a site-specific funding determination that allows grant funds to be used at that site.

Applicants may apply for both community-wide and site-specific assessment grants; however, an applicant is limited to submitting only ONE hazardous substance assessment grant proposal and ONE petroleum assessment proposal.

Each eligible entity may submit no more than two assessment proposals.

How Much Assessment Grant Funding is Available?

- ✓ Up to \$200,000 to assess a site contaminated by hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum).
- ✓ Up to \$200,000 to address a site contaminated by petroleum.
- ✓ For site-specific proposals, applicants may seek a waiver of the \$200,000 limit and request up to \$350,000 for a site contaminated by hazardous substances, pollutants, or contaminants and up to \$350,000 to assess a site contaminated by petroleum. Such waivers must be based on the anticipated level of hazardous substances, pollutants, or contaminants including hazardous

substances comingled with petroleum) or petroleum at a single site. (Community-wide assessment grants are not eligible for assessment grant "waivers.")

- ✓ Total grant fund requests should not exceed a total of \$400,000 unless such a waiver is requested.
- ✓ Up to \$1 Million for assessment coalitions. A coalition is made up of 3 or more eligible applicants that submits one grant proposal under the name of one of the coalition members who will be the grant recipient.

How Long is the Assessment Period?

The performance period for an assessment grant is three years.

Where Do I Find the Proposal Guidelines?

Electronic copies of the Proposal Guidelines can be obtained from the EPA brownfields Web site at: <http://www.epa.gov/brownfields/applicat.htm>

Additional information on grant programs may be found at: www.grants.gov

Is Pre-Application Assistance Available?

If resources permit, EPA Regions may conduct open meetings with potential applicants. Check with your regional office for date and location information. Your regional Brownfields Program contacts can be found at: <http://www.epa.gov/brownfields/corcntct.htm>

EPA can respond to questions from applicants about threshold criteria, including site eligibility and ownership.

EPA staff can not meet with applicants to discuss draft proposals or provide assistance in responding to ranking criteria.

What is the Evaluation/Selection Process?

Brownfields grants are awarded on a competitive basis. Evaluation panels consisting of EPA staff and other federal agency representatives assess how well the proposals meet the threshold and ranking criteria outlined in the Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund, and Cleanup grants. Final selections are made by EPA senior management after considering the ranking of proposals by the evaluation panels. Responses to threshold criteria are evaluated on a pass/fail basis. If the proposal does not meet the threshold criteria, the proposal will not be evaluated. In some circumstances, EPA may seek additional information.

Brownfields Area-Wide Planning Program



Introduction

The Environmental Protection Agency (EPA) created the Brownfields Area-Wide Planning (BF AWP) Program to assist communities in responding to local brownfields challenges, particularly where multiple brownfield¹ sites are in close proximity, connected by infrastructure, and overall limit the economic, environmental and social prosperity of their surroundings. Through the BF AWP Program, EPA provides assistance to advance community brownfield revitalization efforts. The BF AWP program is part of the Partnership for Sustainable Communities collaboration among EPA and the Departments of Transportation (DOT) and Housing and Urban Development (HUD). (www.sustainablecommunities.gov)

Brownfields Area-Wide Planning Program Goals

EPA developed the BF AWP Program to enhance EPA's core brownfields assistance programs² by helping communities perform the research needed to develop an area-wide plan for brownfields assessment, cleanup, and reuse. The resulting area-wide plans provide direction for future brownfields cleanup, reuse and related improvements that are:

- Protective of public health and the environment;
- Economically viable; and
- Reflective of the community's vision for the area.

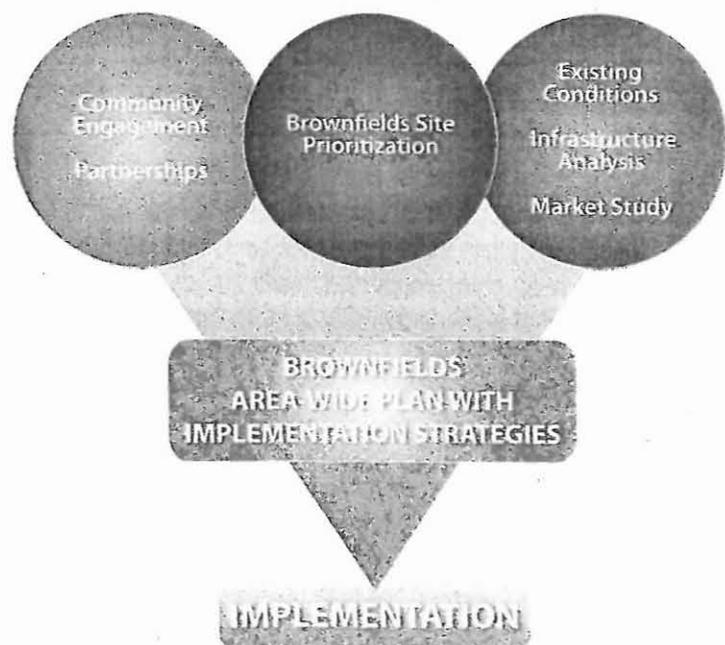
Core Elements of Brownfields Area-Wide Planning

Core elements of the BF AWP Program include:

- Collecting information and identifying community priorities related to brownfields cleanup and near- and long-term revitalization;
- Evaluating existing environmental conditions, local market potential, and needed infrastructure improvements;
- Developing strategies for brownfields site cleanup and reuse; and
- Identifying resources or leveraging opportunities to help implement the plans, including specific strategies for public and private sector investments and improvements necessary to help with cleanup and area revitalization.

EPA's Brownfields Area-Wide Planning Program

Initiated in 2010, the BF AWP Program provides grant funding and technical assistance to brownfields communities selected via a national grant competition. These communities are using EPA resources to research area-wide planning approaches that will help them achieve brownfields cleanup and reuse in the future. The BF AWP grant recipients represent a cross section of community leaders on brownfield issues, include public and non-profit organizations, and are distributed across the country. Find more information at www.epa.gov/brownfields/areawide_grants.htm. EPA expects to award additional BF AWP grants as funding is available.

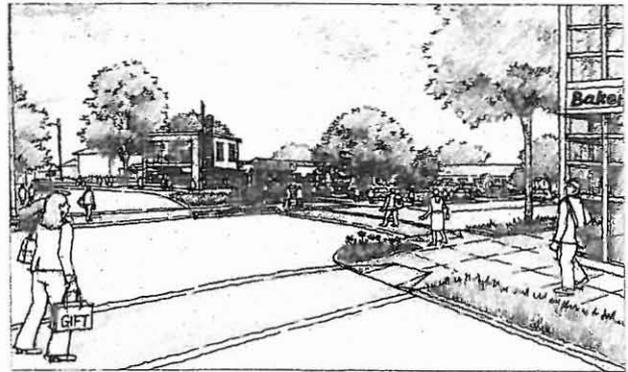


1 A brownfield is a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. See www.epa.gov/brownfields/basic_info.htm

2 Please visit www.epa.gov/brownfields/grant_info/index.htm

Types of Brownfields Area-Wide Planning Research Activities

- **Project Area Definition** – BF AWP areas are typically established within a local commercial corridor, neighborhood, city block, downtown district, or other geographically-defined area that has a single large or multiple brownfield sites.
- **Community Engagement** – Meaningful and continuous community engagement is fundamental to BF AWP. Stakeholders include residents, businesses, government, community-based organizations, nonprofits, and any potential future partners. Engagement can be facilitated through advisory committees, public meetings, design charrettes, round table sessions, and other means to gather community priorities for area cleanup and reuse.
- **Partnerships** – BF AWP should reflect diverse perspectives on community priorities and shared responsibility for implementation across multiple entities. Partnerships typically include government agencies, institutional or community-based organizations, local or regional funding providers and the private sector. Long-term collaboration amongst partners helps ensure the interests voiced in the community engagement process are applied throughout the life of the project and facilitates implementation of the area-wide plan.
- **Brownfields Site Prioritization** – Prioritization allows for strategic use of limited resources. It can be customized to meet the unique needs and goals of the community identified through the community engagement process. Criteria may include proximity to sensitive populations, property size, human or environmental health threats, likelihood of reuse, availability of other resources, or potential to catalyze additional improvements within the project area.
- **Existing Conditions** – Establishing the local physical, social, economic, and environmental context on which to base the plan allows stakeholders to: identify priorities, partnerships, and general needs for the area; informs a detailed opportunities and constraints analysis;



The vision for cleanup and redevelopment of brownfields is driven by local community priorities, market demand, and area-wide investments in New Bern, North Carolina



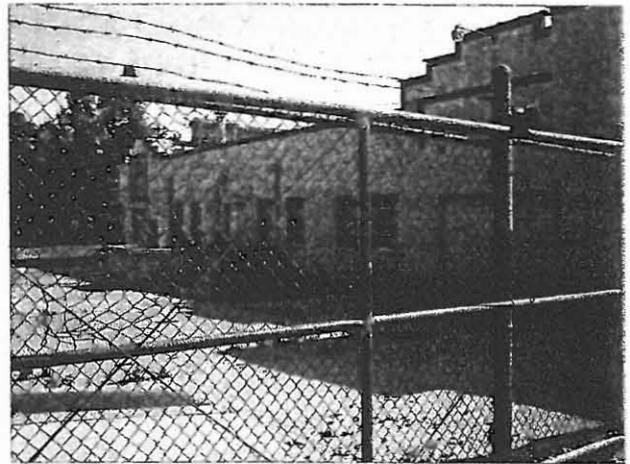
Ironbound Community Corporation, New Jersey brownfields planning area and site reuse concepts



Meaningful community engagement like this meeting in Huntington Park, California, allows the plan to reflect community priorities

and begins the process of identifying resources for implementation. For example, proposed projects requiring private market investment and development may benefit from economic research or market studies to identify what the local real estate market can support. Similarly, identifying the extent to which a project will require public subsidies is critical to determine project feasibility. Brownfields cleanup and reuse strategies need to be directly tied to the infrastructure that supports the sites, including roads, water, sewer, power, and telecommunications, if revitalization plans are to be realized. Examining the adequacy of infrastructure is important when developing strategies for leveraging the use of existing infrastructure—or identifying if upgrades are needed given the planned reuse.

- **Brownfields Reuse Planning for Catalyst Sites** – Through the process of identifying the community's priorities and existing conditions of the project area, the BF AWP process helps uncover specific opportunities where communities can assess, clean up and reuse high-priority, or catalyst, brownfield sites. These sites may have the strongest potential for reuse due to community interest, environmental, health or economic concerns, and/or ability to spur additional revitalization within the project area. The brownfields area-wide plan should summarize the cleanup and reuse implementation strategies for these catalyst sites using information obtained through research into community engagement, prioritization, existing conditions, partnerships, and potential resources.
- **Implementation Strategy** – Identifying and evaluating potential technical or financial resources at the local, regional, state, tribal, and federal levels are critical steps for the realization of BF AWP goals. EPA encourages strong coordination with other federal, state, tribal, regional and local agencies to share relevant information and help leverage technical assistance and resource opportunities. Implementation strategies must also consider partnerships, market-based feasibility of redevelopment plans, and short- and long-term actions to achieve full-scale implementation.



Brownfields like this in Ranson, West Virginia, are part of the city's BF AWP project area and targeted for cleanup and revitalization



Mobile community engagement in San Francisco tours the planning area for close inspection



Public and private partners in Kansas City, Missouri, look at a key brownfields site and work together to develop a strategy to implement the BF AWP vision

Developing Action-Oriented Brownfields Area-Wide Planning with Short- and Long-Term Implementation Considerations

The BF AWP process is meant to help communities organize the short-and long-term actions that they need to take to achieve the cleanup and reuse goals for the project area. Often times, economic limitations (such as financial resources and market conditions) and local policy challenges can prevent a brownfields area-wide plan from being implemented immediately. However, the process should help a community recognize that taking initial or interim steps can keep momentum behind the project. For example, a community can work to integrate the plan across local government departments, into partnership priorities or into regional planning efforts. Additionally, pursuing interim cleanup and reuse at brownfields sites can also help demonstrate to the community that their priorities are being addressed, even before the full brownfields remedy and reuse are achieved.

Conclusion

EPA's BF AWP program outlines an approach which enables communities to research and evaluate brownfields cleanup and reuse opportunities in light of priorities and existing plans; local market, infrastructure, and other conditions; and resource availability. This information enables communities to make more informed decisions about where to direct scarce resources and helps advance the implementation of locally-driven initiatives, such as housing, parks, environmental improvement, economic development, and ensuring environmental justice.

The BF AWP process is especially helpful to communities that have already been working within a specific area to develop partnerships, engage the community on priorities and build agreement around a shared revitalization vision.

As available, EPA provides assistance to brownfields communities for BF AWP in order to help identify specific cleanup and reuse opportunities for key brownfield sites that can serve as catalysts for revitalization of the surrounding area.

Relationship of Brownfields Area-Wide Planning to Existing Community Planning Efforts

BF AWP does not replicate or replace traditional planning efforts such as city-wide comprehensive, regional and use- or neighborhood planning. Rather, the research and strategies developed through BF AWP can be used to inform these more traditional planning processes so they are complementary and account for the unique nature of brownfield cleanup, reuse, and the social, environmental, and economic implications that differentiate them from undeveloped property. For example, some community planning efforts assume relative uniformity across properties within a particular area – that all properties are equally reusable, relatively unconstrained, and any development limitations are influenced only by local policy (such as zoning). These planning efforts do not always account for the impact that real or potential contamination associated with brownfields has on these assumptions.



Ohio River Corridor Brownfields Area-Wide Planning study area in Monaca, Pennsylvania



COUNCIL COMMUNICATION

9

CITY COUNCIL MEETING: August 26, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 2

SUBJECT: Consideration of 2014 unexpended fund disbursement to non-profit entities

PRESENTER: Audra Garrett, ACM / Lonny Medina, Finance Director

RECOMMENDED CITY COUNCIL ACTION: Consider additional disbursements to non-profits for the 2014 fiscal year

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: Yes

SOURCE OF FUNDS: Miscellaneous Fund

POLICY ISSUE: The City has funded non-profit entities for many years to support their services to the citizens of the City

ALTERNATIVE: It seemed to be the consensus of Council that they wished to allocate the remaining funds

BACKGROUND INFORMATION:

- Attached is a history of non-profit allocations since 2009.
- The General Fund Miscellaneous Account Revenue and Expenditure Report for period ended 07/2014 is also included. As you will see, through July 44.82% of the account balance has been expended.

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History of Non-Profit Allocations Provided by the City of Trinidad

| AGENCY NAME | 2009 AWARD | 2010 AWARD | 2011 AWARD | 2012 AWARD | 2013 AWARD | 2014 AWARD |
|---|------------|------------|------------|------------|------------|------------|
| Crossroads Turning Points, Inc. | \$24,000 | \$24,000 | \$24,000 | \$24,000 | \$26,000 | \$26,000 |
| Trinidad & Las Animas County Chamber of Commerce | \$13,600 | \$14,000 | \$12,600 | \$12,600 | \$11,900 | \$12,600 |
| Noah's Ark Animal Welfare Association | \$20,000 | \$15,120 | \$24,108 | \$25,000 | \$25,000 | \$25,000 |
| Advocates Against Domestic Assault | \$11,000 | \$7,745 | \$6,970 | \$6,970 | \$6,970 | \$7,000 |
| H. R. Sayre Senior Center | \$28,000 | \$21,500 | \$19,350 | \$19,350 | \$19,350 | \$19,400 |
| Trinidad-Las Animas County Economic Development, Inc. | \$44,000 | \$12,000 | \$10,800 | \$10,800 | \$10,250 | \$10,800 |
| Trinidad Arts & Cultural Advisory Commission | \$5,000 | \$5,000 | \$4,500 | \$4,500 | \$4,250 | \$4,500 |
| Southern Colorado Repertory Theatre | | | | | \$1,000 | |
| Southern Colorado Developmental Disabilities Services, Inc. | \$3,000 | \$1,500 | \$1,350 | \$1,350 | \$1,350 | |
| Culebra Range Community Coalition | | | | \$0 | | |
| Trinidad Area Arts Council | \$5,000 | \$5,000 | \$4,500 | \$4,500 | \$4,250 | |
| Southern Colorado Youth Academy | | | | | \$0 | |
| Youth Advisory Council | \$4,892 | \$2,963 | \$3,158 | \$3,917 | \$2,484 | \$3,995 |
| Trinidad Municipal Golf Association | | | | | | |
| Farmer's Market | \$1,000 | \$800 | \$1,000 | \$1,000 | \$0 | |
| A. R. Mitchell Museum | | | | | \$1,000 | |
| Rocky Mtn Railway | \$500 | | | | | |
| Seniors, Inc. | \$1,000 | | | | | |
| Library Support | \$176,500 | | \$171,513 | | | |
| Council of Governments | \$13,000 | | | | | |
| ReGroup/Earth Mtn | | \$4,050 | \$2,645 | | | |
| Rural Philanthropy Days | | | | | | \$2,000 |
| Misc. Donations | | | | | | \$4,850 |
| | \$350,492 | \$113,678 | \$286,494 | \$113,987 | \$113,804 | \$116,145 |
| less Library Support | \$173,992 | | \$114,981 | | | |
| | | | | | | \$116,650 |
| | | | | | | \$5,355 |
| Council of Governments - dues, not non-profit funding - clarified after 2009 allocation | | | | | | |
| Library Support - became City department 2011 | | | | | | |
| H. R. Sayre Senior Center - \$14,000 now listed separately for contractual utility costs | | | | | | |
| 2014 Budgeted Amount for Non-Profit Funding = \$116,650 / \$5,355 is the Line Item Amount Remaining / | | | | | | |

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | ORIGINAL BUDGET | REVISED BUDGET | CURRENT MONTH ACTUAL | CURRENT YEAR ACTUAL | CURRENT ENCUMBRANCES | AVAILABLE BALANCE | PERCENT EXPENDED |
|--------------------|---------------------------|-----------------|----------------|----------------------|---------------------|----------------------|-------------------|------------------|
| GENERAL FUND | | | | | | | | |
| EXPENDITURE | | | | | | | | |
| Miscellaneous | | | | | | | | |
| 001-4195-419.20-06 | Worker's Comp | 0 | 0 | .00 | 1,146.00 | 0 | 1,146- | .00 |
| 001-4195-419.31-02 | Health Ins Fees | 7,000 | 7,000 | .00 | .00 | 0 | 7,000 | .00 |
| 001-4195-419.31-03 | Recording Fees | 4,000 | 4,000 | .00 | 1,766.00 | 0 | 2,234 | 44.15 |
| 001-4195-419.31-05 | Treasurer's Fees | 44,000 | 44,000 | .00 | 22,387.02 | 0 | 21,613 | 50.88 |
| 001-4195-419.33-01 | Audit | 10,200 | 10,200 | .00 | 6,917.00 | 0 | 3,283 | 67.81 |
| 001-4195-419.33-03 | Payroll Services | 20,000 | 20,000 | .00 | 8,969.41 | 0 | 11,031 | 44.85 |
| 001-4195-419.34-02 | Outside Contract | 15,000 | 15,000 | .00 | 14,191.08 | 0 | 809 | 94.61 |
| 001-4195-419.43-02 | Repair & Maint-Building | 10,000 | 10,000 | .00 | 2,381.41 | 0 | 7,619 | 23.81 |
| 001-4195-419.43-31 | R&M - St Lights/Signals | 2,500 | 2,500 | .00 | 1,472.60 | 0 | 1,027 | 58.90 |
| 001-4195-419.43-40 | Rep & Maint-Vehicles | 0 | 0 | .00 | 86.43 | 0 | 86- | .00 |
| 001-4195-419.44-01 | Rental - Parking Lot | 1,700 | 1,700 | .00 | 973.01 | 0 | 727 | 57.24 |
| 001-4195-419.50-01 | Advertising/Publications | 4,000 | 4,000 | .00 | 3,075.20 | 0 | 925 | 76.88 |
| 001-4195-419.50-21 | Postage/Shipping | 9,000 | 9,000 | .00 | 3,455.84 | 0 | 5,544 | 38.40 |
| 001-4195-419.50-25 | Property & Liability Ins | 192,000 | 192,000 | .00 | 82,298.41 | 0 | 109,702 | 42.86 |
| 001-4195-419.50-29 | Telephone | 10,000 | 10,000 | .00 | 4,610.97 | 132 | 5,257 | 46.11 |
| 001-4195-419.50-32 | Utilities | 27,000 | 27,000 | .00 | 10,995.28 | 0 | 16,005 | 40.72 |
| 001-4195-419.60-10 | Copier | 13,000 | 13,000 | .00 | 6,191.35 | 0 | 6,809 | 47.63 |
| 001-4195-419.60-12 | Dues & Subscriptions | 10,000 | 10,000 | .00 | 7,949.73 | 0 | 2,050 | 79.50 |
| 001-4195-419.60-16 | Janitorial | 10,000 | 10,000 | .00 | 4,832.53 | 4,790 | 377 | 48.33 |
| 001-4195-419.60-18 | Technology & SW Upgrades | 7,000 | 7,000 | .00 | 1,660.81 | 28 | 5,311 | 23.73 |
| 001-4195-419.60-19 | COG Dues | 13,000 | 13,000 | .00 | 14,599.29 | 0 | 1,599- | 112.30 |
| 001-4195-419.60-22 | Office Supplies | 6,500 | 6,500 | .00 | 3,869.96 | 223 | 2,407 | 59.54 |
| 001-4195-419.60-23 | Other Operating Supplies | 7,500 | 7,500 | .00 | 3,323.93 | 892 | 3,284 | 44.32 |
| 001-4195-419.60-28 | Safety Account Supplies | 1,000 | 1,000 | .00 | 344.45 | 0 | 656 | 34.45 |
| 001-4195-419.72-02 | Capital Outlay-Other | 10,000 | 10,000 | .00 | .00 | 0 | 10,000 | .00 |
| 001-4195-419.88-07 | Youth Advisory Cncl Suppo | 4,500 | 4,500 | .00 | 2,283.94 | 1,051 | 1,165 | 50.75 |
| 001-4195-419.90-01 | ADDA Support | 7,000 | 7,000 | .00 | 7,000.00 | 0 | 0 | 100.00 |
| 001-4195-419.90-02 | Chambr of Commrce Support | 12,600 | 12,600 | .00 | 12,600.00 | 0 | 0 | 100.00 |
| 001-4195-419.90-03 | CMC Referrals Support | 26,000 | 26,000 | .00 | 10,834.00 | 15,165 | 1 | 41.67 |
| 001-4195-419.90-06 | Economic Develop Support | 10,800 | 10,800 | .00 | 10,800.00 | 0 | 0 | 100.00 |
| 001-4195-419.90-10 | Noah's Arc Support | 25,000 | 25,000 | .00 | 25,000.00 | 0 | 0 | 100.00 |
| 001-4195-419.90-12 | Senior Citizens Support | 19,400 | 19,400 | .00 | 19,400.00 | 0 | 0 | 100.00 |
| 001-4195-419.90-13 | Misc Support | 11,350 | 11,350 | .00 | 4,500.00 | 0 | 6,850 | 39.65 |
| 001-4195-419.92-01 | Trolley-Wages/Frng Benfts | 15,000 | 15,000 | .00 | 2,473.26 | 0 | 12,527 | 16.49 |
| 001-4195-419.92-02 | Trolley-Vehicle | 1,000 | 1,000 | .00 | 307.79 | 0 | 692 | 30.78 |
| 001-4195-419.99-01 | Other Liability Ins | 115,000 | 115,000 | .00 | .00 | 0 | 115,000 | .00 |
| 001-4195-419.99-05 | Health Ins | 0 | 0 | .00 | 3,000.00 | 0 | 3,000- | .00 |
| * Miscellaneous | | 682,050 | 682,050 | .00 | 305,696.70 | 22,281 | 354,072 | 44.82 |
| ** EXPENDITURE | | 682,050 | 682,050 | .00 | 305,696.70 | 22,281 | 354,072 | 44.82 |
| *** GENERAL FUND | | 682,050 | 682,050 | .00 | 305,696.70 | 22,281 | 354,072 | 44.82 |