



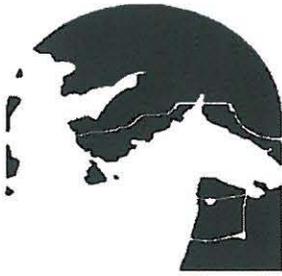
CITY OF TRINIDAD TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado,
will hold its regular Work Session on Tuesday, September 9, 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. Consideration of transfer of property to Las Animas County abutting the Perry Stokes Airport land
3. Enforcement of handicap parking in private parking lots and other ADA enforcement
4. Review of Code Enforcement Case Report issued by the Chief Building Official
5. Review of the City of Trinidad Safety Manual (Revised)
6. Discussion of recruitment of permanent City Manager
7. Discussion of proposed Resolution in support of H. R. 3997 and H. R. 4964 concerning the retention of local Social Security Administration Offices and the Senior Access to Social Security Act
8. Consideration of bid results for Project #03-2014 Asphaltic Paving
9. Consideration of Mutual Aid and Assistance Agreement for Electric Utilities between Arkansas River Power Authority and the Colorado municipalities of Holly, La Junta, Lamar, Las Animas, Springfield and Trinidad
10. Ordinance amending non-conforming status
11. Resolution setting a hearing date for the annexation petition for the Southside Annexation
12. 2015 Property/Casualty and Workers' Compensation Renewal quotes received from CIRSA
13. Letter and resolution supporting the placement of the John Wilbar sculpture at the CDOT roundabout location
14. Discussion of CIRSA Coverage Line article
15. Discussion of other agenda items

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



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Les Downs*
OF ATTACHMENTS: 2

SUBJECT: Consideration of transfer of property to Las Animas County abutting the Perry Stokes Airport land

PRESENTER: County Attorney Dixie Newnam and City Attorney Les Downs

RECOMMENDED CITY COUNCIL ACTION: Consider the transfer of this property that is not being held for a governmental purpose by the City and would be to the benefit of the County in seeking grant funds for airport improvements.

SUMMARY STATEMENT: Proposed transfer of property from one governmental agency to another.

EXPENDITURE REQUIRED: This item is for discussion.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: Retain the property

BACKGROUND INFORMATION:

Las Animas County is attempting to secure grant funds to make improvements to the airport. As part of that application process, it was determined that the County does not have full ownership interest in the entire affected property. The County needs to have ownership in order to obtain grant funding.

Tom Acre

From: Mary Newnam [dixie.newnam@newnamland.com]
Sent: Friday, August 22, 2014 9:57 AM
To: Les Downs
Cc: audra.garrett@trinidad.co.gov
Subject: Re: The airport land....
Attachments: Stinson v City of Craig Colo[1].doc; New Stanley Associates LLLP v Town of Estes Park.doc

Follow Up Flag: Follow up
Flag Status: Flagged

No need to apologize.

I did some quick research and want to throw two ideas out there. I think the City may be able to deed the property without an election, but obviously, I want your legal input.

1) Attached is a case out of the 10th Circuit analyzing whether that statute applies to home rule cities. In that case, the court found that because the City of Craig was home ruled, its charter superceded the statute. The Court held that Craig had authority to sell real property by a motion.

Craig's charter said it could generally dispose of real property (Sec. 2), vests all powers of the City in the Council (Sec. 5), and allows for action by ordinance, resolution, or motion (Sec. 12). (Here is a link to Craig's charter: <http://www.ci.craig.co.us/sites/default/files/Charter.pdf>) Trinidad's charter is very similar in these respects. It has the same general authority to dispose of real property (Sec. 2.2), vests powers in the Council (Sec. 4.5), and allows council to act via ordinance, resolution, or motion (Sec. 5.2).

Based on this case and the similarities between Craig's and Trinidad's charters, I think an argument can be made that an election does not need to be held.

2) CRS 31-15-713(1)(a) requires an election if the real property is "used or held for any governmental purpose." I'm not sure anyone knows why the City held onto the property. At this point, the City is not using it or holding it for a governmental purpose because it's not using it at all. So arguably CRE 31-15-713(1)(b) applies instead, not requiring an election. I attached a case I found that talk about what "used and held for any governmental purpose" means, just FYI.

If neither of these idea's pan out, we are probably left with a lease. My only reluctance with a lease is that 100 years from now, some poor City and County attorney will be rehashing this same issue, having even less clue how this got started. If we can clean it up for good, that would be my preference.

Thanks for your and Audra's help. Let me know your thoughts.

Have a good weekend.

Dixie

Dixie Newnam
dixie.newnam@newnamland.com

Newnam Land, LLP
201 S. Commercial St.
Trinidad, CO 81082
Phone: 719-846-1800
Fax: 719-846-1801
www.newnamland.com

CONFIDENTIALITY NOTICE

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From: Les Downs <les.downs@trinidad.co.gov>
Date: Friday, August 22, 2014 8:08 AM
To: Mary Newnam <dixie.newnam@newnamland.com>

202 F.3d 283

Unpublished Disposition

NOTICE: THIS IS AN UNPUBLISHED OPINION.

(The Court's decision is referenced in a "Table of Decisions Without Reported Opinions" appearing in the Federal Reporter. See CTA 10 Rule 32.1 before citing.)

United States Court of Appeals, Tenth Circuit.

Glen E. STINSON, individually and as Trustee for Glen E. Stinson Pension and Profit Sharing Plan and Glen E. Stinson, P.C., Plaintiffs-Appellants,
v.

CITY OF CRAIG, COLORADO,
Defendant-Appellee.

No. 98-1354. | Dec. 23, 1999.

Before ANDERSON and KELLY, Circuit Judges, and BROWN, Senior District Judge.

Opinion

ORDER AND JUDGMENT*

ANDERSON.

*1 After examining the briefs and appellate record, this panel has determined unanimously that oral argument would not materially assist the determination of this appeal. *See* Fed.R.App.P. 34(a)(2); 10th Cir. R. 34.1(G). The case is therefore ordered submitted without oral argument.

In July 1997, Glen Stinson, a resident of Georgia, and his Georgia corporation (collectively, "Stinson") entered into a contract to purchase from the City of Craig ("City") approximately 500 acres of property located in Routt County, Colorado. The City later contended that the contract was void and refused to close on the sale. Stinson then filed suit, alleging the City had breached the contract and seeking a declaratory judgment, specific performance, consequential damages, and injunctive relief. After hearing argument on the parties' cross-motions for summary judgment, the district court ruled in favor of the City. The district court concluded that the contract was void because the city council was required by state law to pass an ordinance approving the sale, and it did not do so. Therefore, the court ordered the City to return Stinson's earnest money, with interest. Stinson now appeals. We exercise jurisdiction over this appeal under 28 U.S.C. §

1291 and reverse and remand for further proceedings.

The City of Craig is a home rule city and, as such, derives its powers over local matters from Article XX, § 6 of the Colorado Constitution, not from the General Assembly. *See Burks v. City of Lafayette*, 349 P.2d 692, 696 (Colo.1960) (en banc). "[A]dopted by the voters in 1912, [Article XX, § 6] granted 'home rule' to municipalities opting to operate under its provisions and thereby altered the basic relationship of such municipalities to the state." *City & County of Denver v. State*, 788 P.2d 764, 766 (Colo.1990) (en banc). "In effect, the amendment vested home rule municipalities with their own sphere of sovereignty, providing them with every power theretofore possessed by the legislature to authorize municipalities to function in local and municipal affairs." *U.S. West Communications, Inc. v. City of Longmont*, 948 P.2d 509, 517 (Colo.1997) (en banc) (citation and quotation omitted). "[T]he home rule city has the power to adopt its own charter and can within its sphere exercise as much legislative power as the Legislature...." *Burks*, 349 P.2d at 695. Statutory cities, on the other hand, "possess only such powers as are expressly conferred by statutory grant or exist by necessary implication." *City of Sheridan v. City of Englewood*, 609 P.2d 108, 109 (Colo.1980) (en banc).

At issue here is the effect of Colo.Rev.Stat. § 31-15-713(1)(b), which provides that "[t]he governing body of each municipality has the power ... [t]o sell and dispose of, by ordinance, any ... real estate [not used or held for any governmental purpose]." The parties do not dispute that the sale of municipal property is a matter of local concern. *Cf.* Colo. Const., Art. XX, § 1 (creating the City and County of Denver as a home rule city and providing, among other things, that it "may purchase, receive, hold, and enjoy or sell and disposed of, real and personal property"). Although the General Assembly may legislate in matters of local concern, "when a home rule ordinance or charter provision and a state statute conflict with respect to a local matter, the home rule provision supercedes the conflicting state provision." *City & County of Denver*, 788 P.2d at 767. Where not superceded by a conflicting charter or ordinance, however, the state's statutes apply to home rule cities. *See* Colo. Const., Art. XX, § 6.

*2 Although the statute's use of the term "municipality" includes home rule cities, *see* Colo.Rev.Stat. § 31-1-102(1), whether the statute was intended to limit a home rule city's ability to sell real property is not clear from the statutory scheme. *See id.* (stating that "use of the term 'municipality' ... shall not in and of itself create a

presumption for or against preemption of home rule ... powers”); *id.* § 31-15-104 (“The enumeration of powers set forth in this title shall not be construed to limit the exercise of any other power granted to municipalities by the provisions of any other law of this state.”). Nor have we found any cases from the Colorado courts discussing the effect of § 31-15-713 on home rule cities.

Proceeding from the general principle that state statutes apply to home rule cities in the absence of conflicting charter provisions or ordinances, the City argues that by granting the power to sell municipal property only by ordinance, § 31-15-713(1)(b) prohibits a city from selling real estate by other means. The City further argues that this prohibition does not conflict with any charter provision or ordinance adopted by the City. Therefore, the City contends that it could not sell the subject property to Stinson without passing an ordinance approving the sale and, in the absence of such an ordinance, the contract for sale was void.

Stinson argues that the statute does not limit the City’s power to sell real estate, based on three alternative theories. First, he contends that the statute is only an enabling statute, and its grant of power to sell real property by ordinance does not prohibit the sale of real property by other means. Second, he contends that even if the grant of power in the statute carries with it a limitation on the exercise of that power, the limitation applies only to cities that derive their power from the General Assembly. Because the City derives its power to sell real estate from the Colorado Constitution and its own charter, any limitation in the statute does not apply to the City. Finally, Stinson argues that if the statute does purport to limit the City’s power to sell real estate, the statute is superceded by conflicting provisions in the City’s charter.

We find support for Stinson’s position in Colorado’s case law. For instance, in *Schaefer v. City & County of Denver*, 973 P.2d 717, 719 (Colo.Ct.App.1998), *cert. denied*, (Colo. Apr. 12, 1999), the court considered whether language in Colo.Rev.Stat. § 10-7-203 granting municipalities the power to provide life, health, or accident insurance as a benefit for their employees limited the ability of Denver, a home rule city, to extend insurance coverage to “spousal equivalents” of its employees. The court concluded that “[w]hile other entities listed in the statute may require statutory authority to offer group insurance as an employee benefit, home rule cities derive that power from Article XX, Section 6 of the Constitution....” *Id.* at 720. Because “home rule cities in Colorado need not rely on § 10-7-203 for authority to purchase and offer group health insurance policies as employee benefits,” the court concluded that

the statute did not “limit[], or intend [] to limit, the power of a home rule city to design and implement group health programs for its employees.” *Id.*; *see also Burks*, 349 P.2d at 697 (concluding that statute granting cities the power to limit referendum on an ordinance by invoking the safety clause did not apply to home rule city because it derived its powers over local matters from the Colorado Constitution, not from the General Assembly).

*3 Here, the City’s charter grants it the power to “purchase, receive, hold and enjoy, or sell and dispose of, real and personal property.” Plaintiffs/Appellants’ Fed.R.App.P. 28(f) Legal Authority Pamphlet (“Pamphlet”), Tab C, at C-1, § (2)(b). Therefore, the City had the power to sell the subject property even in the absence of the grant of power by § 31-15-713(b)(1). Pursuant to the *Schaefer* court’s rationale, even if we adopt the district court’s interpretation of § 31-15-713(b)(1) as granting only a limited power to sell real estate, that limitation would not apply to the City, because the City does not derive its power from the statute.

Moreover, even if we interpret § 31-15-713(b)(1) as intending to limit the power of home rule cities to sell municipal real estate, we agree with Stinson that the statute conflicts with the powers granted by the City’s charter and, therefore, is superceded by the charter. Although the City’s charter does not contain a specific provision concerning the means by which municipal real property may be sold, its general provisions speak to the matter. Thus, the charter vests “[a]ll powers of the City” with the city council, except where otherwise provided, including the power to sell and dispose of real property. Pamphlet, Tab C, at C-2, § 5; C-1, § (2)(b). The charter provides that the city council may exercise certain powers only by ordinance, *see id.* at C-2, § 5(a), and otherwise provides that the city council “shall act by ordinance, resolution or motion,” *id.* at C-4, § 12(a). The power to sell real property is not among those that may be exercised only by ordinance. Applying the familiar canon of statutory construction¹ “*expressio unius est exclusio alterius*”—the expression of one thing implies the exclusion of the other—we conclude the charter grants the City the power to sell real estate by ordinance, resolution, or motion.

In determining whether a local charter or ordinance conflicts with a state statute, the essential inquiry is whether the charter or ordinance authorizes what the statute forbids or forbids what the statute expressly authorizes. *See, e.g., City of Aurora v. Martin*, 507 P.2d 868, 869-70 (Colo.1973) (en banc). If we interpret the statute’s grant of power to sell real property by ordinance

as intending no limitation on a home rule city's power to sell real property by other means, then the statute is not in conflict with the City's charter and the two can co-exist. If, however, we interpret the statute's grant of the power to sell real property by ordinance as impliedly forbidding the sale of real property by other means, then the statute conflicts with the City's charter. In the event of a conflict between the statute and the charter on this matter of local concern, the charter prevails. Thus, under either interpretation of the statute, the City maintains the power to sell real property by ordinance, resolution, or motion until the people of the City of Craig choose to change the charter.

*4 Having concluded that the statute does not require the City to sell real property by ordinance only, we conclude that the contract between Stinson and the City is not void for lack of an ordinance approving it. Stinson has steadfastly maintained that the motion passed by the city council accepting his bid on the subject property constituted a motion approving the sale, and the City has

never disputed this contention. Therefore, we conclude the district court erred in ruling the contract void and unenforceable. Because the district court concluded the contract was void, it did not consider whether the City was in breach of the contract, or to what relief Stinson may be entitled as a result. These remaining issues should be resolved on remand.

The judgment of the United States District Court for the District of Colorado is REVERSED, and the case is REMANDED for further proceedings in light of this order and judgment.

Parallel Citations

1999 WL 1246912 (C.A.10 (Colo.)), 2000 Daily Journal D.A.R. 69

Footnotes

- ** Honorable Wesley E. Brown, Senior District Judge, United States District Court for the District of Kansas, sitting by designation.
- * This order and judgment is not binding precedent, except under the doctrines of law of the case, res judicata, and collateral estoppel. The court generally disfavors the citation of orders and judgments; nevertheless, an order and judgment may be cited under the terms and conditions of 10th Cir. R. 36.3.
- ¹ "Rules of statutory construction apply to municipal charters and ordinances as well as to statutes." *Cherry Creek Aviation, Inc. v. City of Steamboat Springs*, 958 P.2d 515, 519 (Colo.Ct.App.1998).

200 P.3d 1118
Colorado Court of Appeals,
Div. I.

NEW STANLEY ASSOCIATES, L.L.L.P., a Colorado limited liability partnership; Allan Renner, resident of the town of Estes Park, Larimer County, Colorado; and Charles B. Hall, resident of the town of Estes Park, Larimer County, Colorado, Plaintiffs–Appellants,
v.
TOWN OF ESTES PARK, Colorado municipal corporation; Lot 4Ed, LLC, a Colorado limited liability company; and Estes Winds, LLC, a Colorado limited liability company, Defendants–Appellees.

No. 07CA1819. | Dec. 11, 2008.

Synopsis

Background: Citizens and property owner brought action for declaratory and injunctive relief against town arising out of town’s sale of parcel of real property that it owned. The District Court, Larimer County, Daniel J. Kaup, J., entered judgment after a bench trial in favor of town. Citizens and property owner appealed.

Holdings: The Court of Appeals, Márquez, J., sitting by assignment, held that:

- ^[1] town did not hold parcel for any government purpose;
- ^[2] town’s consideration of using parcel for one of several public purposes did not constitute use or holding of the parcel for a governmental purpose;
- ^[3] town’s plan to use sale proceeds for a governmental purpose did not mean town held the property for a governmental purpose; and
- ^[4] fact that public funds were appropriated for town’s purchase of parcel did not mean parcel was held for a governmental purpose.

Affirmed.

Attorneys and Law Firms

*1120 Jacobs, Chase, Frick, Kleinkopf & Kelley, LLC, Elizabeth L. Harris, Mark D. Sullivan, Denver, Colorado, for Plaintiffs–Appellants.

No Appearance for Defendants–Appellees.

Opinion

Opinion by Judge MÁRQUEZ.*

Plaintiffs, New Stanley Associates, L.L.L.P., Allan Renner and Charles B. Hall, appeal the trial court’s judgment ruling that defendant Town of Estes Park did not violate statutory requirements when it contracted for the sale of certain property (Lot 4) to defendants Estes Winds, LLC, and Lot 4Ed, LLC. We affirm.

I. Background

According to the trial court’s findings, Renner and Hall are residents and registered voters within the Town, and New Stanley Associates owns real property within the Town.

In 1997, the former owner of Lot 4 and the Town entered into a Lease/Option to Purchase Agreement for the lot. That agreement provided that during the lease period Lot 4 would be used “for a municipal center, and/or any other use permitted by the Development Agreement dated January 17, 1994.” The Town acquired the lease and option to purchase after another entity had expressed an interest in purchasing the existing Town Hall building, but that entity soon withdrew its interest.

The Town continued to appropriate funds and apply them to the periodic lease payments required under the agreement until it exercised the option to purchase the property in December 2004. Two mayors of the Town confirmed that Lot 4 was held for future potential public use.

Between 1999 and 2004, the Town considered various options for using Lot 4, including construction of a parking facility, relocation of the post office facility, and relocation of the police facility. No action was taken with respect to these proposals.

In 2004, the Town set up a “theater goal team” to study the feasibility of establishing a performing arts facility or theater within the Town. The team identified a site for the

facility and recommended that the Town sell Lot 4 and use the proceeds for infrastructure improvements to the site.

In 2005, the Town concluded that no further potential public use could be made of Lot 4 and solicited proposals for its development and sale.

In February 2006, the Town approved a contract to sell Lot 4 to Estes Winds and Lot 4Ed, LLC, and the mayor signed the contract on behalf of the Town. By ordinance, the Town later approved, ratified, and amended the sales contract.

Plaintiffs filed this action for declaratory and injunctive relief contending that the Town violated section 31-15-713, C.R.S.2008, which states that the question of the sale of any property used or held for any governmental purpose must be submitted for election prior to any sale. Plaintiffs sought both a declaration that the Town's actions violated the statute and an order voiding the Town's specific actions and requiring the Town to hold an election on whether Lot 4 should be sold.

Following a bench trial, the trial court held that the Town did not use or hold Lot 4 for any governmental purpose and that no election was required for approval of its sale. However, the court also held that the retroactive approval by ordinance was invalid and ordered the Town to void the sale contract. Plaintiffs appeal only the ruling that the Town was not required to hold an election regarding the sale of Lot 4.

II. Standard of Review

^[1] ^[2] Statutory interpretation is a question of law that we review de novo. *Mishkin v. Young*, 107 P.3d 393, 396 (Colo.2005). When the statutory language is unambiguous, *1121 we give effect to the plain and ordinary meaning of the statute without resorting to other rules of statutory construction. *Stamp v. Vail Corp.*, 172 P.3d 437, 442-43 (Colo.2007).

^[3] ^[4] When interpreting a statute, “[w]e read words and phrases in context and construe them literally according to common usage unless they have acquired a technical meaning by legislative definition.” *Klinger v. Adams County School Dist. No. 50*, 130 P.3d 1027, 1031 (Colo.2006). A statutory scheme must be read and construed in context to give consistent, harmonious, and sensible effect to all its parts. *See Travelers Indemnity Co. v. Barnes*, 191 Colo. 278, 552 P.2d 300 (1976).

^[5] We **must** accept a trial court's findings of historical fact if they are supported by the record. *See Chapman v. Willey*, 134 P.3d 568, 569 (Colo.App.2006).

III. Discussion

Plaintiffs contend that the purposes for which the Town held Lot 4 constituted a “governmental purpose.” We conclude that the Town's original plan for Lot 4, which ultimately lapsed, and its subsequent consideration of other potential public uses for the lot, did not cause the Town to hold the property for a governmental purpose pursuant to section 31-15-713.

Section 31-15-713 states in relevant part:

(1) The governing body of each municipality has the power:

(a) To sell and dispose of waterworks, ditches, gasworks, geothermal systems, solar systems, electric light works, or other public utilities, public buildings, real property used or held for park purposes, *or any other real property used or held for any governmental purpose*. Before any such sale is made, the question of said sale and the terms and consideration thereof shall be submitted at a regular or special election and approved in the manner provided for authorization of bonded indebtedness by section 31-15-302(1)(d).

To sell and dispose of, *by ordinance, any other real estate*, including land acquired from the federal government, owned by the municipality upon such terms and conditions as the governing body may determine at a regular or special meeting.

(Emphasis added.)

A. Original Plan

^[6] We agree with the trial court that although the Town “held” Lot 4 continuously from 1997 through the date of the trial, it did not use or hold it for any governmental purpose. The trial court ruled that subsections (1)(a) and (b) of section 31-15-713 demonstrate a legislative intent to distinguish between property held or used for any governmental purpose, the sale of which must be approved by election, and “any other real estate,” which may be sold by ordinance.

The trial court found, with record support, that although the Town entered into the lease and option agreement in the context of relocating the Town Hall to Lot 4, the contingencies for construction failed to materialize when the other entity withdrew its interest. Therefore, the trial court concluded that the applicable statutory provision was subsection (b), which applies to “any other real estate,” and not subsection (a), which applies to property held for “any governmental purpose.”

We conclude that by enacting the two subsections, the General Assembly provided that not all property **owned by a municipality** is held or used for governmental purposes. In fact, the property here was never used for a town hall because the other entity did not acquire the existing town hall facility.

Courts in other jurisdictions have applied an analysis similar to that used by the trial court here in addressing property that has been purchased for public use, but which has never in fact been so employed. In *Schneider v. Town of West New York*, 84 N.J.Super. 77, 201 A.2d 63 (1964), the plaintiffs sought to set aside the city’s sale of land on the ground that the land was park land and prohibited from sale by statute. The court allowed the sale because the city had never put the land to park use and its mere declaration that the land was acquired for park purposes was not enough to make the land unsalable under the statute. The court held that the city was free to dispose of the land if it decided not to ***1122** use it for its intended purpose before it had done anything to appropriate the land to such use.

We find the reasoning in *Schneider* persuasive and equally applicable in the similar context present here. See *Southeastern Greyhound Lines v. City of Lexington*, 299 Ky. 510, 186 S.W.2d 201, 202 (1945)(“[T]here is a distinction between property acquired for a public purpose and not dedicated to that use, and property purchased for the purpose and actually dedicated to the use. Where the property has been purchased or condemned for a public purpose, and has not been dedicated to such use, the city may sell it”); see also 10 E. McQuillin, *The Law of Municipal Corporations* § 28.38.20 (rev.3d ed.1990)(property which is not appropriated or devoted to a public use, which has ceased to be used or is not used by the public, or which is in excess of public need may be disposed of by a city without special statutory authorization).

We therefore agree with the trial court that the Town did not use or hold Lot 4 for “any governmental purpose.”

B. Potential Plans for Lot 4

^[7] Similarly, we also agree with the trial court that “consideration of potential uses [for Lot 4], without any dedication to a particular use” is not a governmental purpose.

Here, the Town briefly considered using Lot 4 for a parking facility, post office facility, or police facility. However, no further action was taken on these proposals, and the Town ultimately decided that Lot 4 had no potential use and should therefore be sold.

C. Sale and Use of Sale Proceeds

^[8] Plaintiffs contend that the Town’s retention of Lot 4 for the purpose of using its sale proceeds for the construction of infrastructure for the performing arts center site is itself a “governmental purpose.” We disagree.

The relevant statutory provisions address the use or purpose for which the real estate is held, not the use or purpose of the proceeds from its sale.

Other jurisdictions have found that the government acts as a proprietor and not in its governmental capacity when it holds lands for the purpose of sale or disposition. See, e.g., *Lewis v. Village of Lyons*, 54 A.D.2d 488, 490–91, 389 N.Y.S.2d 674, 676 (1976)(“There is a well-recognized distinction between lands held by the State as sovereign in trust for the public and lands held as proprietor only, for the purpose of ‘sale or other disposition’[;] such lands only as the State holds as a proprietor may be lost to the State; it cannot lose such lands as it holds for the public, in trust for a public purpose, as highways, public streams, canals, public fair grounds.”); see also *J.B. McCrary Co. v. Town of Winfield*, 40 F.Supp. 427, 433 (W.D.La.1941)(corporate acts performed by a municipal corporation include those which have relation to management of corporate or private concerns of the municipality, and from which it derives special or immediate profit or advantage as a corporation, including management of property for private gain or engaging in any profit-making enterprise, and “the fact that profit or advantage inures ultimately to benefit of public does not render enterprise a ‘public function’ ”); cf. *Denver v. Qwest Corp.*, 18 P.3d 748, 761 (Colo.2001) (**recognizing that although the governmental/proprietary distinction is often difficult**

to draw and has been abandoned in various contexts, a public entity may own property in a proprietary capacity).

D. Section 31–15–302, C.R.S.2008

¹⁹⁾ Nor do we agree with plaintiffs’ contention that the appropriation of public funds for the acquisition of Lot 4 compels a conclusion that Lot 4 was held for a governmental purpose.

Plaintiffs rely on section 31–15–302, which provides in pertinent part:

(1) The governing bodies in municipalities shall have the following general powers in relation to the finances of the municipality:

(a) To control the finances and property of the corporation;

***1123** (b) To appropriate money for *municipal purposes only* and provide for payment of debts and expenses of the municipality....

Footnotes

* Sitting by assignment of the Chief Justice under provisions of Colo. Const. art. VI, § 5(3), and § 24–51–1105, C.R.S.2008.

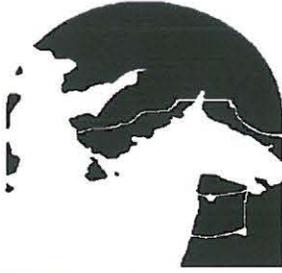
(Emphasis added.)

Plaintiffs contend that because the legislative authority granted to governing bodies in municipalities for the appropriation of money is limited to “municipal purposes only,” appropriation for the acquisition of Lot 4 was necessarily a “municipal purpose” which is equivalent to “governmental purpose.” We are not persuaded.

We need not decide whether “municipal purpose” is synonymous with “governmental purpose” within the facts of this case. As discussed above, the General Assembly has recognized two types of real property, and the distinction is not based on the method of appropriation of funds for the property. Because the position advocated by plaintiffs—that “any property acquired with appropriated municipal funds was automatically rendered ‘governmental’ ”—would render the two subsections of section 31–15–713 meaningless, this argument fails.

Judgment affirmed.

Judge LICHTENSTEIN and Judge RICHMAN concur.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Les Downs*
OF ATTACHMENTS: 1

3

SUBJECT: Enforcement of handicap parking in private parking lots and other ADA enforcement

PRESENTER: City Attorney Les Downs and Police Chief Charles Glorioso

RECOMMENDED CITY COUNCIL ACTION: This item is for discussion only at this time.

SUMMARY STATEMENT: Handicap parking enforcement has recently been questioned as well as other areas of ADA enforcement

EXPENDITURE REQUIRED: This item is for discussion

SOURCE OF FUNDS: N/A

POLICY ISSUE: Enforcement of laws.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City finds no written authority (state statute or permission from private property owners) to enforce handicap parking in private parking lots.
- The City is seeking that written authority and should have it in place by the end of the month.

3



COUNCIL COMMUNICATION

4

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Chris Kelley, CBO
DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1

Chris S. Kelley

SUBJECT: Review of Code Enforcement Case Report issued by the Chief Building Official

PRESENTER: Chris Kelley, Chief Building Official

RECOMMENDED CITY COUNCIL ACTION: Review the report

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Building Code Enforcement

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- CBO Chris Kelley provided a code enforcement case report dated July 28, 2014
- Council asked for a review of the status of the properties on the report

4

Code Enforcement Case Report

Building Inspection Department

As of July 28, 2014

Notification Type	Property Location(s)	Status
Notice & Order w RTE	809 Robinson, Trinidad, CO 81082	Appeal Requested
Notice & Order w RTE	807 Robinson, Trinidad, CO 81082	Change of Ownership Letter Mailed
Notice & Order	615 W. Baca	Demolition Required
Notice & Order	1509 Buena Vista	Demolition Required
Notice & Order	1516 - 1518 N. Linden, Trinidad, CO 81082	Demolition Required
Final Notice & Order	818 Robinson	Demolition Required
Notice & Order Exterior Structure	236 Convent	Final Notice Sent
Notice & Order Exterior Structure	401 Market	Final Notice Sent
Notice & Order w RTE	240 N. Convent	Final Notice Sent
Notice & Order Exterior Structure	603 San Juan	Final Notice Sent
Notice & Order	223 Chestnut, Trinidad, CO	Final Notice Sent
Notice & Order Exterior Structure	101-121 Pine, Trinidad, CO	Final Notice Sent
Notice & Order Exterior Structure	449-453 N. Commercial St., Trinidad, CO 81082	Final Notice Sent
Notice & Order Exterior Structure	331-335 W. Main Street, Trinidad, CO	Final Notice Sent
Notice & Order Exterior Structure	466 W. Main	Final Notice Sent

Notice & Order Exterior Structure	136 W. Cedar	Final Notice Sent
Notice & Order Exterior Structure	223 Cedar Street	Final Notice Sent
Notice & Order Exterior Structure	111 N. Commercial	Final Notice Sent
Notice & Order Exterior Structure	416 N. Commercial	Final Notice Sent
Notice & Order Exterior Structure	200, 208, 210 W. Main	Final Notice Sent
Notice & Order Exterior Structure	123 Pine	Final Notice Sent
Notice & Order Exterior Structure	228 W. Main, Trinidad	Final Notice Sent
Notice & Order	1610 San Luis	Final Notice Sent
Fire	112 N. Burlington	Lien Filed
Fire	813 E. 1st	Monitor
Inspection Report	414 E. 2nd Street	Monitor
Monitor	100 W. Main Street, Trinidad, CO	Monitor
Notice & Order	212 1/2 E. Kansas	Notice & Order AND Right to Entry Mailed
Notice & Order	803 Robinson	Notice & Order AND Right to Entry Mailed
Notice & Order	306 S. Animas	Notice & Order Mailed
Contact Prior to Notice & Order	208 E. 6th Street	Notice Pending
Notice & Order Exterior Structure	134 W. Main	Permit Issued
Notice & Order Exterior Structure	500 E. 7th, Trinidad, CO 81082	Permit Issued

Notice & Order	1006 Chicago Row	Permit Issued
Notice & Order	313 Convent	Permit Issued
Notice & Order	315-319 W. Main Street, Trinidad, CO	Progress Correspondence Recd
Notice & Order w RTE	1700 Arizona	Work Completed - Notice Removed
Notice & Order Exterior Structure	702 W. Main	Work Completed - Notice Removed
Notice & Order w RTE	224 N. Commercial	Work Completed - Notice Removed
Notice & Order Exterior Structure	309-313 N. Commercial	Work Completed - Notice Removed
Notice & Order Exterior Structure	320, 330, 340 N. Commercial	Work Completed - Notice Removed
Notice & Order	405 S. Oak	Work Completed - Notice Removed
Notice & Order	1301 Buena Vista	Work Completed - Notice Removed
Notice & Order	2633 Delagua	Work Completed - Notice Removed
Notice & Order	2625 Espinoza	Work Completed - Notice Removed
Notice & Order	1700 Santa Fe Trail	Work Completed - Notice Removed

Notice & Order	611 E. 7th Street	Work Completed - Notice Removed
Notice & Order	410 N. Commercial	Work Completed - Notice Removed
Notice & Order	1003 & 1004 E 1st St.	Work Completed - Notice Removed
Notice & Order	609 W. Baca	Work Completed - Notice Removed
Contact Prior to Notice & Order	132 E. Main	Work Completed - Notice Removed
Fire	108 Aguilar Drive	Work Completed - Notice Removed
Final Notice & Order	114, 118 E. Main Street	Work Completed - Notice Removed
Notice & Order	267-269 Commercial	Work Completed - Notice Removed
Fire	1701 Santa Fe Trail, Units 14 & 15	Work Completed - Notice Removed
Notice & Order	1420 Buena Vista	Work Completed - Notice Removed
Notice & Order	1309 Buena Vista	Work Completed - Notice Removed
Notice & Order	126 E. 2nd Street	Work Completed - Notice Removed

Fire	106 Spruce, Trinidad, CO 81082	Work In Progress - Monitor
Notice & Order	119 Colorado	Work In Progress - Monitor
Notice & Order	205 Prospect Street	Work In Progress - Monitor
Notice & Order	1205 E. Main	Work In Progress - Monitor
Notice & Order	121 W. Main	Work In Progress - Monitor

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COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Chris S. Kelley, Safety Officer

DEPT. HEAD SIGNATURE:
OF ATTACHMENTS: 1 *Chris S. Kelley*

SUBJECT: City of Trinidad Safety Manual Revision 1

PRESENTER: Chris S. Kelley, Safety Officer

RECOMMENDED CITY COUNCIL ACTION: Review the provided revision to the Safety Manual for the purpose of adoption.

SUMMARY STATEMENT: On May 14, 2014, the Safety Committee provided copies of a final draft of the safety manual to all department heads and foremen for review. It was requested that all concerns, questions and suggestions be brought to the attention of the Safety Coordinator or any of the listed committee members. No additions or changes were forthcoming. Further review was requested in August, 2014 by utility department foremen. No further revisions were suggested. Since no additional input was requested from any city department, the final revision of the Safety Manual is again presented to City Council for consideration of adoption.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Safety Manual and Policy

ALTERNATIVE: No alternative revision available

BACKGROUND INFORMATION: The current Safety Manual provided by the City has been in effect since September 8, 1997 and is in dire need of an update.

The subcommittee along with our City Manager, CIRSA officials and all department supervisors and foremen has spent the last year reviewing the newly drafted manual. Since City Council's last review corrections and updates have been made to this final revision which is presented for your review with the intent of adoption.

5

CITY OF TRINIDAD

SAFETY MANUAL



CITY OF TRINIDAD, COLORADO
1876

Presented by:
City of Trinidad Safety Committee
Revision 1
September 9, 2014

Approved and Submitted to City Council by:
Audra Garrett, Acting City Manager

Audra Garrett 8/29/14
Signature Date

Approved by City Council
Joseph Reorda, Mayor

Signature Date

INTRODUCTION FROM THE SAFETY COMMITTEE

Congratulations on your employment with the City of Trinidad. All employees, full-time, part-time and temporary along with volunteers are tasked with continually endeavoring to create and maintain a safe workplace. As an employee, you are the greatest asset the City has and your safety, as well as those working with you and our citizens, is paramount. This manual is a culmination of a year's work between the Safety Committee and the City Manager in order to provide you with a clear and concise explanation of the City of Trinidad's expectations regarding safety. It is not practical to think that all safety situations will be covered in this manual but when you add this information to that which your department head or supervisor will provide to you, we hope you will realize how important safety is to all of us.

The Safety Committee is here for all employees as an approachable group of co-workers who strive to ensure safe working practices are in place and being followed. The City Clerk has on file a list of all active Safety Committee members. Please do not be shy about asking questions or providing suggestions to your supervisor, department head, any Safety Committee member or the City Manager. We are all responsible for our workplace safety.

GENERAL SAFETY RULES

This manual has been developed to establish and maintain safety throughout all departments within the City of Trinidad. These best practices are intended to enable and enhance the City's Safety Program.

The City of Trinidad recognizes it has a basic responsibility to provide a place of employment that is free of recognized hazards that may cause physical harm or death. Because of the diversity of operations within the City, it is impractical to develop a Safety Manual that is applicable to all departments. Therefore, this manual, and the stated policies that follow, are generalized in nature. This manual is intended to be used in conjunction with Department/Division-specific safety policies and practices.

As a general policy, the City incorporates this Safety Manual as part of all other policies and procedures as set forth by the City. It is the responsibility of each city employee to learn and practice the safety procedures outlined in this manual, and if applicable, your specific department/division employee safety manual. Failure to abide by the policies contained in this manual may result in disciplinary action up to and including termination. Costs associated with losses may be assigned to the specific departmental budget.

Accident prevention, the preservation of human life, both on and off the job, should be the most rewarding activity that we as City employees can share together. If we do not assume responsibilities in accident prevention, we must suffer the consequences, which often result in human suffering.

No phase of our operation is of greater importance than accident prevention. The purpose of this manual is to assist in the elimination of accidents. This manual shall be effective as of the date of issuance and shall be complied with by every employee under every circumstance where it is applicable. Existing governmental codes, statutes, rules and orders shall be considered a part of this manual, and where any conflict exists between the two, those of governmental status shall prevail.

entering, while working, and in leaving these premises must be respected. Employees owe customers special courtesies while on their property. Employees shall not smoke while on duty, including inside a citizen's home or on their property. Unnecessary noise shall not be made, and care should be taken to avoid damage to property. If children or pets are present, arrangements must be made to keep them out of danger areas, and from interfering with the work.

City-Provided Vehicles. Some employees are furnished vehicles which are well identified as City vehicles by color and signs. Remember, smoking is prohibited in any City facility including vehicles and cell phone usage is prohibited unless authorized by your supervisor and is subject to safe operating procedures. At each corner and crossing those driving City vehicles are indirectly contacting our customers, and these contacts either promote, or tear down city relations, depending entirely on the conduct of the employee. Remember, that in the eyes of the customer,

YOU ARE THE CITY OF TRINIDAD.

RESPONSIBILITIES

The safety rules and definitions in this manual shall apply to all City employees. It is the responsibility of each employee to accept safety as a personal matter and to cooperate by developing and maintaining safe work habits and by reporting hazardous conditions. Individual employees have the ability to control their work environment and the responsibility for their actions in the work environment. While safety is everyone's responsibility and starts with the individual employee and their actions, effective safety management policy begins at the management level and extends downward through the organization via regular lines of communication.

Each employee must follow all safe work practices which are established for his/her protection. It shall be the duty of each employee of the City of Trinidad to work in a safe manner, to familiarize himself/herself with and use of safe practices, and to guard his/her fellow employee by providing a good example and by warning them of dangerous conditions or work practices. City employees are not expected to expose themselves to any hazards in order to provide service or to attain unusual speed in doing work. Experienced employees have extra responsibilities for conducting work with safety-first in mind for themselves and others. Their attitude and behavior is taken as a model by example as well as by instruction so that newer employees will develop safe habits as a matter of imitation and custom. An employee must depend on his/her own alertness and caution for protection as well as on the warnings of danger given by experienced employees. Employees must ask questions freely and not be satisfied with answers they do not fully understand.

Accountability. Each department is accountable for and shall maintain records of:

1. Safety Education/Training.

Employee Responsibility. Management and workers alike share the responsibility for a safe work environment and accident prevention. Although each employee is primarily responsible for his/her own safety, in all instances where conditions are not covered by this manual, or where it is not completely understood by him/her, the employee shall obtain specific instruction from his/her supervisor before proceeding with the work. Each employee must perform the duties associated with their job as safely as possible.

1. Learn the safest way to do the job by following best practices; seek instructions from the supervisor when in doubt.
2. Always use the safety equipment provided and follow instructions and established procedures.
3. Report any injury, no matter how slight, to the Supervisor immediately.
4. Report hazardous conditions and recommend corrective actions to the Supervisor immediately. If you feel it is necessary, Safety Committee members are always available for reporting concerns.
5. No participation in "horse play" or other unsafe activities.
6. Be familiar with and support the safety program.
7. Understand that safety violations may be cause for disciplinary actions, up to and including dismissal.
8. Keep the work area clean and obstruction free.
9. Keep tools, equipment, safety equipment and facilities in good repair.
10. Perform weekly review of your department's Safety Bulletin Board.
11. Obtain and maintain CPR and Basic First Aid training.
12. Conduct daily vehicle and/or equipment inspection, noting and reporting areas needing attention and immediately resolving any potential safety issues.

SAFETY COMMITTEE

The role of the Safety Committee is that of an advisory committee to the City Manager and a sounding board for any employee with safety concerns. It consists of a body of employees from various departments including three (3) union and three (3) non-union employees, as well as an elected Committee Chairperson and Secretary. All terms are on an annual basis. The use of volunteers for the positions is preferred otherwise they will be appointed by the City Manger. The Safety Committee develops and recommends the contents of the safety manual, reviews and assists in the development of departmental/division safety practices and job specific announcements (JSAs). The Committee is a valuable asset to the City's safety program in that it provides the City Manager with safety recommendations to help eliminate incidents/accidents and offers advice regarding the safety program and policies. Safety recommendations from the Safety Committee are supported by the City Manager and must be acted upon within the time frame allotted by the Committee unless otherwise modified as approved by the City Manager.

Vehicle and job related personnel injury claims are reviewed and a vote is taken by all members as to whether the accident was preventable or non-preventable. All factors are taken into consideration including previous employee accident records. Employees will have the

It is very important that *under no circumstances should a City employee admit fault* for an accident, property damage, for a sewer back-up, water break, etc. Employees should state something to the effect of, "The nature and cause will be determined," or something as simple as "I don't know." The reason for this is that many lawsuits towards cities are generated because employees admit that something is the City's fault when it may not be.

Vehicular Accidents

1. Call 911 when circumstances necessitate i.e. other vehicles, people, or medical emergencies are involved. Give location and any information regarding injuries.
2. Render first aid if necessary – at your discretion.
3. Contact direct supervisor **immediately**.
4. Unless unsafe conditions exist, signage disallows or directed by law enforcement, leave vehicle(s) exactly where they stop after impact.
5. Do not make any statements as to who is at fault. The law enforcement agency will do this.
6. If the other driver leaves the scene of the accident, be sure to write down as much information as possible i.e. driver description, license plate number, vehicle description.
7. If there is a witness present, ask them to wait for the police, whether this is in your favor or not.

Physical Injuries

1. Call 911 when circumstances necessitate. Give location and any information regarding injuries. ***DO NOT TRANSPORT*** any person with life-threatening injuries to receive medical attention. Be aware, what may seem like a small injury could be much more serious than you realize.
2. Render first aid, if necessary, - at your own discretion.
3. **Immediately** notify your supervisor with all pertinent information.

PERSONAL PROTECTIVE EQUIPMENT (PPE)

Below is a list of basic safety equipment which you may be required to use depending on your job description/classification and department requirements:

Hard Hat
Safety Glasses
Dark Glasses
Steel Toe Boots

Leather Apron
Leather Gloves
Specialized Shirts
Sunscreen

Welding Helmet w/ faceguard
Hearing Protection
Safety Vest
Respiratory Device

YOUR PPE MUST:
Fit Properly
Be right for the job
Be properly maintained
Be properly worn when required

EYE AND FACE PROTECTION

Safety eye protection will be provided by the City and shall meet the latest version of ANSI Standard Z87.

Without the miracle of eyes, you would most likely not be able to do your present job, as well as many other activities. Eyes are easily injured and just as easily protected through the use of adequate and proper protection. Suitable eye and face protection means: adequate to provide complete protection against the condition or hazard present. In considering the need for protection, both the employee and the person in charge must remember that any injury to the eye, however slight, can be serious. Remember to provide eye protection for helpers and wear eye protection on windy days.

Correct and adequate eye protection must be worn when engaged in any task that may expose eyes to injury from flying particles, dust, sparks, or other foreign objects. All city employees must wear proper eye protection when doing the following jobs:

- Machine grinding (face shield, front and side protection)
- Welding or cutting with oxy/acetylene (goggles with tinted/plate lens)
- Arc welding (helmet with goggles and filter lens-safety glasses under)
- Using power saws/sanders (faceshields with goggles)
- Using a chainsaw
- Chipping
- Handling/spraying paint, chemicals
- Handling pressurized hoses
- Using line trimmers

If you have any questions concerning the proper type of eye protection to wear for a particular job, contact your supervisor. Eyewear must:

- a. Fit properly
- b. Be right for the job
- c. Be properly maintained
- d. Be worn when required

SAFETY VESTS

Safety vests are made out of reflective material and are manufactured in a variety of bright colors in order to make workers more visible. Worn by road workers, road flaggers and emergency personnel, safety vests help alert citizens of City employees working in dangerous work zones or cautionary areas. The Occupational Safety and Health Administration (OSHA) reports that safety vests should encompass reflective materials that are sown into all areas of the vest that include horizontal, vertical and angular stripes. This allows them to be used for both day and night work.

- Ear muffs
- Ear plugs
- Molded ear protectors
- Wax-type ear plugs

CLOTHING

If employee has a City-issued shirt or uniform, this shall be worn, unless otherwise necessitated by the work conditions. Proper work clothing, gloves and shoes provide primary protection from many injuries and will reduce the seriousness of an accident. Loose or flapping clothing, dangling sleeves, neck ties, or scarves shall not be worn around machinery and equipment.

Suitable clothing must be worn at all times for the personal protection of all employees. Some garments or situations which are **not permissible** include:

- Tank tops or “muscle” type shirts, the net type or otherwise.
- Sleeveless shirts.
- Shirts must be worn at all times.

Caution should be extended to some clothing and personal items. Please consider the following:

- Dress appropriately for the job and weather conditions, i.e., dry gloves, adequate shoes/boots, safety glasses and/or goggles, fluorescent vests, etc.
 - Be alert to warning signs resulting in frostbite or heat exhaustion before it happens.
- When working in areas where electric flash/excessive heat is possible, FR clothing is required and **polyester clothing is never permitted as outerwear.**
- Gloves and clothing saturated with gasoline, oil or other matter shall be promptly removed and not worn until cleaned.
- Finger rings or unnecessary jewelry shall not be worn while climbing on or off structures or vehicles or while performing any task where the ring might be caught under or snagged by a projection item. Metallic rings and wrist watches with metal bands shall not be worn while working on or near energized equipment or lines.

<p style="text-align: center;">CHOOSE THE RIGHT CLOTHING & SAFETY EQUIPMENT Get a Proper Fit Inspect Maintain Clean And Store Properly</p>

FOOT PROTECTION

Foot protection shall consist of steel-toe boots, toe protectors or hard-sole working boots as specified by the work conditions or department requirements. **Tennis or open toe shoes are not permissible.** Foot protection shall be worn while operating pavement breakers, tampers, or

COMMON ACCIDENT TYPES AND PRECAUTIONS

TRIPPING, SLIPPING OR FALLING

This category of accidents seriously injures or fatally harms a large number of people each year and is among the most costly in terms of medical expenses, lost work time, and loss of valuable services to the community.

Employees should follow these safety guidelines:

1. Always look down for steps when rounding a corner, exiting, or entering a doorway.
2. Always use handrails.
3. On a smooth surface be alert for rugs, floor mats, or area carpets that could slip out from under you if not taped down or rubber backed.
4. Use caution on freshly washed or waxed floors.
5. Watch for uneven surfaces, loose tiles, and door jambs.
6. Slow down and ensure footing and balance on ice – use sand or salt where needed.
7. On smooth surfaces, wet areas from spills, oil, or grease must be avoided. Make sure the areas are cleaned up or absorbed immediately.

Prevention tips:

1. Ensure adequate lighting, don't stumble around in the dark. You must be able to see it to do it.
2. Don't use a stack of boxes, chair, or other articles as a ladder substitute.
3. Keep all four legs/wheels of a chair on the floor; keep your office chair in good condition.
4. Pick up, clean up, repair, or replace where necessary – make the effort.
5. Don't block your vision when carrying something.
6. When you get down from ladders, scaffolds, ledges, or the like, lower yourself carefully – **DON'T JUMP, WATCH YOUR STEP AND ALWAYS USE 3 POINTS OF CONTACT.**
7. Shoes with non-skid flat soles are required especially when working above the floor or ground.
8. Ensure shoe bottoms are free from ice, snow or other debris.

DECREASE YOUR CHANCES OF INJURY

- ❖ Use proper and adequate safety equipment.
- ❖ Be alert to what you and others are doing and where you are going.
- ❖ Slow down. Avoid running. It's better to be late than have an accident.
- ❖ Learn and use the safety procedures in this manual and your department manual.
- ❖ Participate in all required CIRSA and departmental safety training.

7. Maintain your grip and keep the object held closely to your body (don't change your grip).
8. If changing direction, do so by changing the position of your feet rather than twisting your back.

If you must lift something over your head, use the following technique:

1. Use extreme caution and spread feet for balance.
2. Raise it slowly – don't twist or use shoulders.
3. Protect your hands.
4. **ASK FOR HELP IF THERE IS ANY DOUBT.**

If you must lift something large or very heavy, use the following technique:

1. **Get help (team lift), don't try it alone.**
2. Use a mechanical aid when required (dolly or hand truck).
3. Lift it a piece at a time, making more trips.
4. If you can't see where you are going, **ask a co-worker to act as a guide.**

When putting an object you have lifted down, use the following technique:

1. Do it the same way you lifted it, with your legs.
2. Keep back straight, set it down gently, slide it into place.
3. Ensure its secure after you put it down so it won't fall over.

DOLLIES AND HAND TRUCKS

When using a dolly to move material:

1. **Team up for the job,** if possible – two minds – four hands.
2. Do not overload, and ensure load is secure.
3. Work slowly.

When using a hand truck to move material:

1. Do not overload, and ensure it is loaded evenly.
2. Do not obscure visibility with a load.
3. Push it rather than pull it. If possible, be positioned so that it cannot pin you or run over you.
4. Give pedestrians the right-of-way. Stop at corners and doorways and stay to the right in aisles.
5. **Don't ride on truck or take on riders.**

REMEMBER!!!

Don't try to be the Incredible Hulk.

Asking for help may be the best solution.

Your legs are about 10 times stronger than your back. USE THEM!

PUBLIC SAFETY

Work Zone Safety is the responsibility of every employee and shall encompass public safety as well as employee safety. Public safety shall be forefront in thought when performing all work, regardless of location. Work will be performed with maximum protection of life and property, and minimum interference with public activities. *To the extent possible, work shall be carried on in such a way as to prove least attractive to children. When necessary a person shall be assigned to keep children away from work areas. This task shall always be done as tactfully as possible.* Precautions must be taken to protect all workers and the public from potentially dangerous activities such as arc welding, flying chips and sparks, falling objects, or from tripping over or striking piled material or equipment.

WORK ZONE PRECAUTIONS

- Work areas accessible to the public must be barricaded, roped off, or otherwise safeguarded against entry by public.
- Where traffic is congested, flag-persons shall direct traffic to protect both the public and workers.
 - ✓ All flag-persons will be trained and certified.

Barricades and Barriers

Instruction on type of and materials for barricades, warning lights and signs to be displayed at or adjacent to work areas shall be the responsibility of the person in charge of the job site.

- All excavations, soft trench material and machinery shall be protected by adequate barricades, warning signs, and flashers at night.
- Open manholes shall be protected with barricades or approved equivalent, except on short inspection visits where a truck may be used as a barricade.
- Barricades shall be set to provide a work area of adequate size and also provide safe work areas for storage of material and equipment.
- When possible, the truck or equipment shall be used as part of the barricade, especially in heavy or fast traffic. If the engine is left running, care must be taken so that the exhaust fumes do not endanger working employees, especially those in trenches or manholes.
- In buildings and other structures, temporary openings in floors or platforms must be guarded with ropes or barricades.

Flashers

- Flashers must be kept in good condition. Check daily, clean if necessary, and keep in operation from sunset to sunrise and during inclement weather.
- All flashers will be of an approved type.
- All flashers in operation shall be checked for correct operation when they are set in place.
- In case flashers are to be operated over a weekend or during a holiday, all flashers will be checked for correct operation at least once every twenty-four (24) hours.
- Defective flashers shall be replaced or repaired immediately.

- The driver shall make daily inspection checks to make sure that the brakes, lights, horn, mirrors, wipers, tires, and instrument controls are in safe operating condition before the vehicle is used. The driver shall keep the windshield clean and check the fuel, oil and coolant levels to keep the vehicle in proper operating condition.

Vehicle Backing

If you must back when you cannot see behind you, follow these procedures:

1. Be sure that all mirrors are properly adjusted for the best visibility.
2. If you do not have a guide or spotter, exit the vehicle and check the top, sides, and rear for obstructions and proper clearance.
3. Back slowly, using the mirrors to watch your spotter, if available, and the area behind you.
4. If you have a rider with you, have them guide you whenever backing is necessary.
 - a. Ensure they know what you want them to do and keep them in view at all times.

**It is the driver's responsibility, not the guide or spotter, to back safely.
MOST BACKING ACCIDENTS CAN BE AVOIDED WITH DUE DILIGENCE.**

**AVOID BACKING
WHENEVER POSSIBLE!!!**

TRAILERED VEHICLES AND EQUIPMENT

1. A safety chain of sufficient strength is required when towing any trailer or equipment and must be fastened securely to the tow vehicle and the trailer.
2. Lights of trailers or other equipment must be connected to the truck system and operating properly.
3. When the trailer is equipped with brakes, they must be connected to the truck system, operating properly and have the break-away features properly fastened which will automatically set the trailer brakes in the event of a break-away.
4. The driver shall observe laws and regulations regarding legal width, height, length, and axle loads of the vehicle he/she is operating, and shall properly mark with warning flags or lights any projections of loads over the body line. Such projections shall be avoided whenever possible.

FIRE PROTECTION AND PREVENTION

Fire creates the possibilities of death, injury, or property damage from fire and/or smoke. Prevention and protection against the hazards of fire, therefore, become a crucial part of the City's safety program. *In the case of any fire, call 911* and secure the area until the proper authorities arrive. You should not try to put it out on your own. Offer assistance to any citizens or bystanders but remember. . .

YOU ARE RESPONSIBLE FOR YOUR OWN SAFETY FIRST.

GENERAL GUIDELINES

- ❖ Ensure fire extinguishers are present in your work area and that they are *inspected and tagged yearly*. (They are no good if they are not there or do not work).
 - ✓ Know the location of fire extinguishers or fire equipment (such as hoses, pull boxes, alarms) and how they work.
- ❖ Ensure fire exits/routes are not blocked.
- ❖ Do not block fire extinguishers, fire hoses, fire alarm boxes, sprinkler valves/heads, or other similar devices.
- ❖ Do not hang clothing or place materials on fire extinguishers or other fire equipment.
- ❖ Always observe posted no smoking regulations.
- ❖ Dispose of all flammable waste as soon as possible.
- ❖ Know where fire exits/routes are located.
- ❖ Do not block the ventilation system on furnaces, boilers, electrical equipment, etc.
- ❖ Ensure containers of flammable materials are properly stored (away from sources of ignition) and properly marked.
- ❖ Repair or replace damaged electrical cords.
- ❖ Approved safety cans must be used for handling or transporting small quantities of flammable liquids. Replace any damaged or leaking container.

**FOR QUESTIONS REGARDING FIRE SAFETY
IN YOUR AREA CONTACT**

- **Your Supervisor**
- **City of Trinidad Fire Department**
- **City of Trinidad Police Department**
- **Any member of the Safety Committee**

2. The walls and faces of all excavations in which employees are exposed to danger from moving ground shall be guarded by a shoring system, sloping of the ground, or some other means.
3. Excavation shall be inspected by a competent person after every rain storm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.
4. All slopes shall be excavated to at least the angle of repose except for areas where solid rocks allow for line drilling or pre-splitting.
5. The angle of repose shall be flattened when an excavation has water conditions, silt material, loose boulders, and areas where erosion, deep frost action, and slide planes appear.
6. In excavations which employees may be required to enter, excavated or other material shall be effectively stored and retained at least two feet or more from the edge of extraction.
 - a. As an alternative to the clearance prescribed above, the employer may use effective barriers or other effective retaining devices in order to prevent excavated or other material from falling into the excavation.
7. Special precautions shall be taken in sloping or shoring the sides of excavations adjacent to previously back-filled excavation or fill, particularly when the separation is less than the depth of the excavation. Particular attention shall be paid to joints and seams of material comprising a face and the slope of such seams and joints.
8. If the stability of adjoining building or walls is endangered by excavation, shoring, bracing, or under-pinning shall be provided as necessary to insure their safety. Such shoring, bracing, or under-pinning shall be inspected daily or as conditions warrant.
9. Diversion ditches, dikes, or other suitable means shall be used to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation.
10. Adequate physical barrier protection shall be provided at all remotely located excavations.
11. If possible, dust conditions shall be kept to a minimum by the use of water.
12. In locations where oxygen deficiency or gaseous conditions are possible, air in the excavation shall be tested. Controls shall be established to assure acceptable atmospheric conditions.
13. Where employees or equipment are required or permitted to cross over excavations, walkways or bridges with standard guardrails shall be provided.
14. All ladders used on excavation operations shall be in accordance with the requirements set forth by OSHA.

SPECIFIC SHORING REQUIREMENTS

1. Any excavation with depths more than 20 feet shall have a professionally designed Shield Shore Plan.
2. Where employees may be exposed to moving ground or cave-ins, banks more than five feet high shall be shored, laid back to a stable slope, or some other equivalent means of protection. Trenches less than five feet in depth shall also be effectively protected when examination of the ground indicates hazardous ground movement may be expected.

INITIAL WORK PLAN

The entry supervisor overseeing the work within the confined space shall develop an initial work plan consistent with the actual and potential hazards of the specific confined space. The work plan shall include:

1. Determining the type of work, time requirements for completion, classification of the confined space, and other conditions or hazards that may affect the safety of the personnel entering the confined space.
2. Completing the pre-entry requirements of the confined space entry permit.
3. Arranging for adequate tools, personnel, equipment, materials, personal protective equipment, and appropriate confined space entry and rescue equipment.
4. Reviewing the confined space procedures with the work crew prior to entry. Arranging for follow-up with the crew after entry has been completed.

WORK SITE PROTECTION

Upon arrival at the site, the City employees shall determine the safeguards required to protect the work site area from vehicular and/or pedestrian traffic. These safeguards shall be in accordance with the CDOT Construction Zone Traffic Control Procedures and the Manual for Uniform Traffic Control Devices (MUTCD) and include:

1. Providing warning signs and other visible devices to alert any vehicular or pedestrian traffic;
2. Arranging for proper traffic flow and channeling through and around the work area;
3. Protecting openings from exhaust, flowing water, or other potential dangers or contaminants;
4. Clearing and maintaining a safe working area around the opening to prevent any debris, tools or objects from falling, accidentally being kicked, or blowing into the opening or creating a tripping hazard. Hard hats shall be worn when the potential for falling objects in the space or from the entry cannot be safeguarded.
5. Any energized or pressurized lines within the confined space, which may represent a potential danger to the entrant, shall be de-energized in accordance with proper lockout/tagout procedures prior to entering such spaces.

2. All permit-required confined spaces shall be tested prior to entry for atmospheric conditions including toxic gases, flammability and oxygen level. Results of these tests shall be entered on the entry permit. The air testing sequence shall be as follows:
 - a. Oxygen percentage,
 - b. Flammable and combustible gases,
 - c. Toxic gases and vapors.

Testing shall also be performed for specific contaminants that may be generated within the space or are brought into the space for necessary work. Any chemical products brought into the space shall be accompanied by a Material Safety Data Sheet (MSDS) readily available at the site of work.

3. Recalibration dates shall be readily visible on air-monitoring equipment. Calibration procedures shall be strictly followed in accordance with manufacturer's specifications.
4. All confined space atmospheres shall be pre-tested at a minimum of three levels within the space (i.e., top, middle, and bottom) prior to entry. Additionally, pre-testing shall include, when possible, locations such as corners, duct entrances and pockets where gases might accumulate.
5. If a potentially hazardous atmosphere such as methane is suspected prior to opening a confined space cover, the atmosphere shall be pre-tested, where possible, through a small cover opening. When this is not possible, the cover can be "cracked" and a probe with a suction line and aspirator attachment shall be used to draw the air into the monitor.
6. When the hazardous atmosphere or other unsafe conditions cannot be corrected, the entry supervisor shall be contacted to determine if alternative procedures may be used. No entry will occur without approval from the entry supervisor.
7. Continuous air monitoring shall be performed whenever a space cannot be totally isolated and ventilated. Also, whenever ventilation is not able to stabilize oxygen percentages or concentrations of hazardous gases, continuous monitoring shall be used. Results of these tests shall be recorded on the entry permit.
8. At any time an alarm is activated while entrants are in a confined space, all entrants shall immediately evacuate the confined space and the entry supervisor shall be notified. A new permit must be issued prior to re-entry after safe conditions are documented and stabilized, and the entry supervisor signs off on the new permit.
9. Whenever a hazardous atmosphere or other hazards are experienced while working in a confined space, such information shall be recorded on their permit and reviewed by the entry supervisor. This information may be used to reclassify the space or to prepare for

6. If limited space prohibits the use of continuous positive ventilation, atmospheric testing shall be performed continuously and alarms heeded. These limitations shall be noted on the permit form.
7. If activities within the space generate toxic gases or vapors, local exhaust ventilation should be used along with the positive ventilation. The ducting for the exhaust ventilation must be within two feet of the localized source of contamination.

LOCKOUT/TAGOUT

Controls shall be in place to prevent start-up of machinery and/or electrical current prior to beginning any maintenance operations.

1. Identify all parts of the system that need to be shut down to prevent accidental start up or release of energy.
2. Communicate the specific lockout/tagout procedure to all pertinent personnel.
3. Identify all possible power sources, including electrical, hydraulic, and pneumatic systems. Shut valves off if there is a potential for a leak into the confined space.
4. Neutralize all power at the source. Lock the source in the off position and tag the equipment and machine so it cannot be accidently started. If lockout is not possible, a minimum acceptable action is to tag the source and notify all personnel involved in the entry.
5. Test the system to assure it is off prior to starting any work. If the system can be started with the current level of lockout, other energy sources need to be isolated to ensure this does not happen.

SAFEGUARDING AGAINST OTHER HAZARDS

1. Upon completion of all pre-entry procedure requirements, entrants shall also survey for other potential hazards such as loose or deteriorated ladder rungs, snakes, insects, rodents, broken glass, sharp metal objects, structural defects in walls, ceilings, sump openings, electrical wiring, piping, ducts, unsound or slippery flooring, etc. These hazards shall be noted in the comments section on the permit form.
2. Smoking shall not be permitted in or near any confined space.
3. Accumulated water shall be pumped out prior to entering in order to accomplish work safely. All other debris, foreign material and decaying animals/vegetation etc., shall be removed after monitoring and positive ventilation procedures have been completed. As always, as much work as possible should be performed without entry into the confined space. If the entire operation may be performed safely outside the space, such as the use of a long meter wrench, this is preferred over entry.

effectively and safely perform all their required tasks without a suitable, trained replacement.

9. Verify that all the measures necessary to ensure safe entry are conducted, documented, and given to the entry supervisor for signature before entry. The attendant shall place the completed entry form at the entry site for the duration of the permit. The attendant may also act as the entry supervisor.
10. Assure that the confined space is properly secured at the time of the completion of operation.
11. Keep unauthorized persons from the site of operation and remove them as needed.

DUTIES OF ENTRANTS

1. Receive appropriate training and have knowledge of the confined space procedures and the hazards of entry.
2. Use personal protective equipment properly and understand its limitations and when its use is merited.
3. Recognize the mode, signs and symptoms of overexposure to atmospheric hazards.
4. Alert the attendant of problems and evacuate the space as necessary, knowing how to perform a self-rescue.
5. Exit the space whenever ordered by the attendant or entry supervisor, or when an evacuation alarm is activated.

DUTIES OF ENTRY SUPERVISORS

1. Receive appropriate training and have knowledge of the confined space procedures and the hazards of entry.
2. Verify that the entry permit tests and procedures have been conducted, that necessary equipment is available, and sign the permit before allowing entry to begin.
3. Verify rescue services are available and prepared to respond.
4. Remove unauthorized people from the site.
5. Terminate entry when operations are completed.

PERSONAL PROTECTIVE AND RESCUE/SAFETY EQUIPMENT

1. Proper foot wear, hard hats, work gloves, eye protection, or other personal protective equipment shall be utilized as needed.

IN THE EVENT OF A RESCUE

5. At the first sign of trouble, symptoms of exposure, or other hazard, the attendant shall order the entrant(s) out of the confined space. The entrant may initiate self-rescue if there is an upset condition, symptom or obvious hazard without consulting the attendant. Once out of the space, the condition causing the hazard shall be evaluated and mitigated. No effort to minimize the hazard potential shall be made while being exposed inside the space unless it can be done safely.
6. If the entrant is unable to exit the confined space on their own, the attendant shall start a non-entry rescue procedure immediately. The attendant shall immediately summon the Trinidad Police and Fire Departments through any means such as the City dispatch system or a cellular phone. The appropriate rescue team shall also be summoned. Those people responding to a rescue emergency shall be instructed of any unique hazards that may confront them in the rescue.
7. The attendant shall start retrieving the entrant using the attached lifeline which is connected to the confined space retrieval equipment. Caution should be used when retrieving an entrant to make sure that parts of their body do not become entangled or caught on any object, which could cause further injury.
8. Under no circumstances is the attendant to enter the confined space for a rescue until another trained attendant is present at the site. If entry into the confined space is necessary for the rescue, the attendant performing the rescue shall wear all necessary personal protective equipment, including an SCBA.

TRAINING

1. Any employee required to work as an attendant, entrant, or entry supervisor involving a confined space shall be trained in the potential hazards and safety/rescue procedures involving confined space.
2. City employees who are members of a rescue team and emergency personnel shall practice in representative spaces.
3. Initial training for this program shall include classroom instruction and a field exercise. This training shall be expanded or repeated as deemed necessary by the City's Safety Coordinator and/or person performing the confined space training.
4. Training shall be provided as a part of orientation for a new employee who is required to participate in confined space entries.
5. Additional training shall be required relative to utilization of any new personal protective equipment, monitoring devices, new hazards or procedural changes.

TOOLS OF THE TRADE

As an employee of the City of Trinidad you will be required to use a variety of tools to complete necessary work. You will be expected to be knowledgeable in the proper and safe use of these tools, in order to keep you and your fellow workers safe.

Some of the types of hand tools you will be required to use include:

Shovels	Hammers
Pickaxe	Digging Barricades
Wrenches	Saws

HAND TOOL SAFETY

- Hammers with metal handles, screwdrivers or knives with the metal continuing through to the end or slides of handles shall not be used on or near energized electrical equipment.
- Metal measuring tapes, tapes having metal strands woven into the fabric, brass-bound rulers, metal scales and gauges, wire or metal-bound hose, or rope with wire core, shall not be used when working on or near energized electrical circuits or equipment.
- Chisels, drills, punches, ground rods and pipes shall be held with suitable holders or tongs (not with the hands) while being struck with a sledge by another employee.
- Pipe shall not be used to extend a wrench handle for added leverage unless the wrench was designed for such use. Tools shall be used only for the purpose for which they were designed.
- When using a screwdriver or other tool, an employee shall place himself/herself in such a position that injury will be avoided if the tool should slip.
- When shock tools such as chisels, punches or drills become mushroomed or cracked, they shall be dressed, repaired or replaced.
- When faces of hammers, sledges or similar tools become chipped or rounded, they shall be repaired or replaced.

PNEUMATIC TOOLS

A pneumatic tool or air tool is a tool driven by a gas, usually compressed air, supplied by a gas compressor. Pneumatic tools can also be driven by compressed carbon dioxide (CO₂) stored in small cylinders allowing for portability. Pneumatic tools are commonly cheaper and safer to run and maintain than their electric power tool counterparts, as well as having a higher power-to-weight ratio, allowing a smaller, lighter tool to accomplish the same task.

Some of the types of pneumatic tools you may be required to use include:

Air impact wrench	Air ratchet
Airbrush	Blow Gun
Jackhammer	Pneumatic angle grinder

OFFICE SAFETY

Office work is generally considered to be one of the safest of all city activities. Often overlooked, however, are hazards present in most offices that may cause accidents resulting in serious injury and lost time. Exposure to slips, trips, and falls, collisions with desks, chairs, open drawers, or injury from improper lifting are common in an office environment.

GENERAL GUIDELINES

- ❖ Employees shall report all injuries, regardless of severity, to their immediate supervisor.
- ❖ Use proper office ergonomics.
- ❖ Don't sit for extended periods of time without standing or stretching.
- ❖ Before you lift anything, ask yourself – Can I lift it alone? Do I need help? Is the load too big or awkward?
 - Use proper lifting/material handling techniques.
 - If it's too heavy to lift yourself, **ASK FOR HELP, team lift or don't attempt it.**
 - Never twist while lifting, move one foot at a time in the direction you want to go.
- ❖ Do not use chairs, boxes or other objects as a substitute for a ladder.
- ❖ When filling file cabinets, start with the bottom drawer first.
 - Overloading the top file drawer in file cabinets may overbalance the cabinet and cause it to fall forward when the drawer is pulled out.
- ❖ Always try to store heavy objects on lower shelves and not on top of filing cabinets.
- ❖ Always close desk/file cabinet drawers after use.
 - Only one drawer of a file cabinet shall be pulled out at a time in order to avoid overbalancing, unless the cabinet is securely fastened to the wall or to other cabinets.
- ❖ Be extremely cautious when using paper cutters, automatic staplers, or similar office equipment. Don't be in a hurry and ensure any safety guards are in place and used.
- ❖ Repair or replace damaged electrical cords on office machines, coffee pots, and any approved extension cords. Inspect all the cords periodically and make sure they are grounded.
- ❖ Unsafe electrical cords, faulty electrical or other equipment, or any other hazardous conditions shall be reported and removed from service until repaired or replaced.
- ❖ Eliminate tripping hazards caused by telephone cords, extension cords, or other similar objects by covering them with rubber mats or rearranging them out of the way.
- ❖ Safety shall be considered in what employees wear on the job. Loose-fitting clothing, dangling bracelets, rings, and ties may cause serious injury to employees operating or working around power-driven machines and shall not be worn.
- ❖ Employees shall walk cautiously up and down stairs; the handrail shall be used whenever possible.
- ❖ Hallways and aisles shall be kept clear of all obstructions.
- ❖ Make sure walkways are well-lighted.
- ❖ Burned out light bulbs should be replaced to ensure proper lighting of work areas.



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Audra Garrett, Acting City Manager
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Discussion of proposed Resolution in support of H. R. 3997 and H. R. 4964 concerning the retention of local Social Security Administration Offices and the Seniors Access to Social Security Act, respectively

PRESENTER: Mike Valentine, Acting City Manager

RECOMMENDED CITY COUNCIL ACTION: Consider whether or not forward the resolution to the next meeting or change the language

SUMMARY STATEMENT: Ms. Pamela Baca recently addressed City Council concerning this matter.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: Support of local union seeking to retain local services

ALTERNATIVE: Take no position on the matter

BACKGROUND INFORMATION:

- Attached is a proposed resolution that has been reviewed by Ms. Baca.



RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO, IN SUPPORT OF H. R. 3997, THE SOCIAL SECURITY ADMINISTRATION ACCOUNTABILITY ACT OF 2014, TO ADVOCATE FOR THE RETENTION OF LOCAL SOCIAL SECURITY ADMINISTRATION OFFICES; AND IN SUPPORT OF H. R. 4964, THE SENIORS ACCESS TO SOCIAL SECURITY ACT OF 2014, TO REQUIRE THE CONTINUATION OF SOCIAL SECURITY NUMBER PRINTOUTS

WHEREAS, the Social Security system provides financial stability for individuals and families at retirement, the onset of a disability, or the loss of a spouse or parent; and

WHEREAS, Social Security Administration field offices are critical to the communities they serve; and

WHEREAS, the City of Trinidad, Colorado's citizens and citizens from many neighboring communities, enjoy the benefit of having access to the local Social Security Administration field office located in Trinidad; and

WHEREAS, the Social Security Administration's Vision 2025 Plan calls for the elimination of direct services, which includes field offices and TSC structures; and

WHEREAS, the closure of these offices would result in lost jobs in every community where these vital service offices exist; and

WHEREAS, the Social Security Administration's Vision 2025 Plan threatens community-based, direct service access for every American and depersonalizes and reduces effective service for our communities, neighbors, families and our nation; and

WHEREAS, personal service provided to individuals at critical points in their lives is irreplaceable.

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

1. The City Council calls upon its United States Representative, Cory Gardner, to strongly endorse H.R. 3997, the Social Security Administration Accountability Act of 2014, to advocate for the retention of local Social Security Administration offices.

2. The City Council calls upon its United States Representative, Cory Gardner, to also strongly endorse H.R. 4964, the Seniors Access to Social Security Act of 2014, to require the continuation of social security number printouts.

INTRODUCED, READ, AND ADOPTED this ____ day of September, 2014.

JOSEPH A. REORDA, Mayor

ATTEST:

DONA VALENCICH, Acting City Clerk



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Michael Valentine, Director of Public Works

DEPT. HEAD SIGNATURE:
OF ATTACHMENTS:

Michael Valentine
4

SUBJECT: Project 03-2014 Asphaltic Paving

PRESENTER: Michael Valentine, Public Works/Utility Director

RECOMMENDED CITY COUNCIL ACTION: Notice of Award to A & S Construction for Project 03-2014 Asphaltic Paving

SUMMARY STATEMENT: Advertisement for Project 03-2014 Asphaltic Paving was published in The Chronicle News on August 21 and 28, 2014 for the purpose of acquiring bid proposals to complete the project. Bid packets were mailed to All Rite Paving and Walsenburg Sand and Gravel. A third packet was requested by and emailed to iSquareFoot. Submitted bids, one was received, were opened on September 4, 2014 at 1:30pm with the winning and sole bid belonging to A & S Construction/All Rite Paving in the amount of \$633,000.00.

EXPENDITURE REQUIRED: \$633,000.00

SOURCE OF FUNDS: Capital Improvement

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION: Street overlay of 2 inches is required on the street sections listed in the Special Provisions (page 4) included in this communication. The total quantity of hot bituminous pavement needed to complete Project 03-2014 is 6,638 ton.

PLAN HOLDERS LIST

PROJECT # 03-2014 ASPHALTIC PAVING

No.	COMPANY	NAME	PHONE #	ADDRESS
1	All Rite Paving	Phil Krum		3610 Freedom Rd., Trinidad
2	All Rite Paving			POBox 165, Canyon City 81215
3	Walsenburg Sand & Gravel			PODrawer 352, Walsenburg 81089
4	<i>i Square Foot</i>	<i>Chris Felber</i>		<i>4500 Lake Forest Dr. # 502, Cincinnati, OH 45242</i>
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				

Mailed
8/21/2014
Mailed
8/21/2014
Mailed
8/21/2014
emailed
8/21/14

BID RESULTS Thursday, September 4, 2014 1:30pm
PROJECT: 03-2014 Asphaltic Paving

WINNING BIDDER: A+S Construction

COMPANY	ADDENDUM ACKNOWLEDGED	BID BOND	BID AMOUNT	ACCEPT LTR SENT	REJECT LTR SENT	PHONE CALL MADE	
All Rite Paving / A+S Const.	N/A	✓	\$ 1,33,000.00	9/5/14	S	9/4/14 1:54 pm	

City Witnesses:

Printed Name: BARBARA FISK
 Printed Name: Jeni Jackson
 Printed Name: _____

Signature: Barbara Fisk
 Signature: Jeni Jackson
 Signature: _____

TIME: 1:30 pm

**PROJECT #03-2014
SPECIAL PROVISIONS
PAGE 4**

to the work, in all areas described within the specifications. There is no pay item for prime and tack coat, it will not be measured and paid for separately but shall be included in the work.

The project shall be bid with the use of SuperPave Binder Grade PG 64-22 for all asphaltic paving.

Grading S aggregate shall be used exclusively for all paving within this project.

C. PROJECT LIMITS

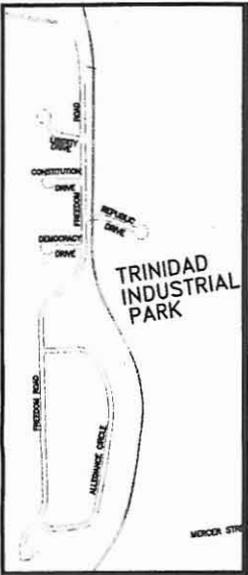
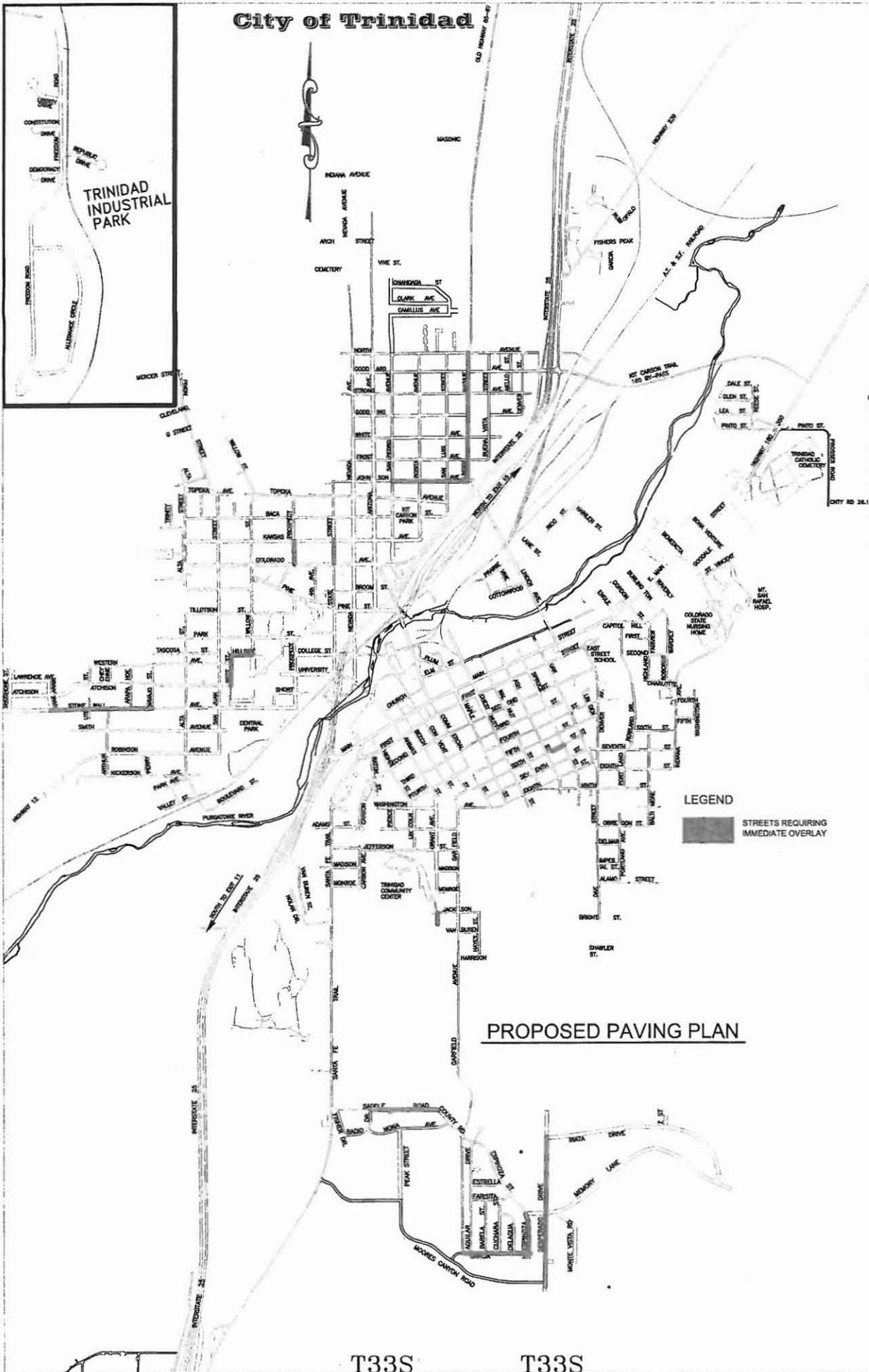
1. Street Overlay

This phase of the project shall consist of constructing an asphalt overlay on street segments within the City. All pavement thicknesses for this phase shall be 2 inches thick. A tack coat shall be applied to the existing asphaltic surface prior to paving.

Actual street segments to be paved shall be determined based upon the bid and funds available. Following is a list of streets including lengths and widths that are candidates for overlay:

STREET NAME	SEGMENT	LENGTH	WIDTH
Johnson Ave.	Linden Ave. to San Pedro Ave.	1316	57
Linden Ave.	Johnson Ave. to North Ave.	2234	48
Garcia St.	Garfield Alley to Espinoza St.	1202	37
Espinoza St.	Garcia St. to Memory Lane	715	47
Saddle Road	Radio Dr. to County Rd.	1180	37
Desperado Dr.	Navajo St. to Arakaraw St.	2587	36
Stonewall Ave.	Beginning to Riata Dr.	1770	46
Hillside St.	Willow St. to West St.	370	56
West St.	Hillside St. to Atchison Ave.	536	41
State St.	Colorado Ave. to Kansas Ave.	398	32
Prospect	Colorado Ave. to Kansas Ave.	422	32
Grant Ave.	Jackson St. to end	211	45
Sixth St.	Ash St. to Spruce St.	235	31

City of Trinidad



LEGEND
[Shaded Box] STREETS REQUIRING IMMEDIATE OVERLAY

PROPOSED PAVING PLAN

T33S T33S



COUNCIL COMMUNICATION

9

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Mike Valentine, Public Works/Utilities Director
DEPT. HEAD SIGNATURE: *Mike Valentine*
OF ATTACHMENTS: 1

SUBJECT: Consideration of Mutual Aid and Assistance Agreement for Electric Utilities between Arkansas River Power Authority and the Colorado municipalities of Holly, La Junta, Lamar, Las Animas, Springfield and Trinidad

PRESENTER: Mike Valentine, Public Works/Utilities Director

RECOMMENDED CITY COUNCIL ACTION: Consider the agreement and forward to the next regular meeting for approval

SUMMARY STATEMENT: Mutual Aid and Assistance between the member utilities of ARPA

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Cooperative agreement

ALTERNATIVE: Council may elect not to participate in the mutual aid

BACKGROUND INFORMATION:

- ARPA has apparently been working on this agreement for some time and recently forwarded it to staff (on August 19th) for Trinidad's execution. The communication from ARPA implies that Trinidad may be the last one to execute the agreement.
- Staff has reviewed the agreement and recommends its approval.

9

Mutual Aid and Assistance Agreement for Electric Utilities

Between

ARKANSAS RIVER POWER AUTHORITY

and

The Colorado municipalities of Holly, La Junta, Lamar,
Las Animas, Springfield and Trinidad

This Mutual Aid and Assistance Agreement ("Agreement") is made and entered into this ____ day of _____, 201____, by and among the Arkansas River Power Authority, a political sub-division of the state of Colorado, hereinafter called "Coordinator," and the Colorado municipalities of Holly, La Junta, Lamar, Las Animas, Springfield and Trinidad hereinafter called "Participants."

Section 1

Services to be Provided

Each of the Participants is a Colorado municipality that owns and operates an electric utility enterprise to provide retail electric service to end use customers within its municipal boundaries and, in some cases, to end use customers outside of its municipal boundaries pursuant to a Certificate of Public Convenience and Necessity. This Agreement is intended to provide for "Mutual Aid" among the Participants in cases of:

- a. **Emergency Work.** Emergencies caused by the destruction or damage of electric lines, equipment, or facilities on a scale that overtaxes the manpower, equipment and other facilities of one or more Participants and which results in a major breakdown of service; and
- b. **Operations Work.** Distribution, transmission, or other electric operations work, as identified by the Participants that may require manpower, equipment, or expertise that is in addition to the Participants' existing resources.

Under the terms of this Agreement, Coordinator shall be responsible only for the coordination of efforts among the Participants. Coordinator, as a corporate entity, has no manpower, equipment or facilities to pledge in assistance.

Coordinator will assist the Participants, as requested by the Participants, in coordinating available personnel and available equipment to aid the Participants in coordinating the Services that are the subject of this Agreement.

Attached as Exhibit A is a listing of all Participants that are signatories to this Agreement. Exhibit A may be modified by Coordinator from time to time.

It is agreed and understood among the parties that any obligations of performance created hereunder shall be performed solely by the Participant's electric utility enterprise, and nothing herein shall be construed to create a debt or pledge of the revenues of the Participant, nor shall this Agreement be construed as creating a multiple fiscal year obligation of the Coordinator or any of the Participants.

Section 2

Pledge of Assistance

In the event Emergency Work or Operations Work affecting one or more of the Participants arises, the Participants pledge and agree to come to the aid and assistance of a Participant, hereinafter called the "Assisted Participant." Any Participant providing aid and assistance shall hereinafter be called an "Assisting Participant."

The Participants pledge to aid one another, as follows:

- a. Upon the request of the Assisted Participant, made directly to a Participant or through Coordinator, each Assisting Participant will make such of its personnel, equipment, and expertise available to the Assisted Participant as the Assisting Participant can reasonably provide in its sole discretion. No Participant shall be required to provide any personnel, equipment or expertise that it does not believe it is reasonably able to provide in its sole discretion.
- b. The Assisted Participant shall be responsible to pay all of its own costs, as well as the costs of the Assisting Participants, as provided in this Agreement.
- c. The Assisted Participant will release Assisting Participants' personnel and equipment from any obligations of performance as soon as reasonably practical.
- d. In the event any Assisting Participant determines it can no longer provide assistance, it shall notify the Assisted Participant and shall be released from the work as soon as is reasonably possible.

Section 3

Liability

In performing any work or providing assistance under the terms of this Agreement, each Participant shall be responsible for its own actions and those of its agents, employees and contractors, as it does with its day-to-day operations. All Participants in the Agreement represent that their employees are properly trained and equipped and that they have received safety training in accordance with the American Public Power Association (APPA) Safety Manual.

Coordinator makes no representations, and assumes no liability, regarding the adequacy or inadequacy of any individual Participant's equipment or facilities, or as to the adequacy or inadequacy of any of the Participants' employees or their training, or the performance of any work by the employees, agents or contractors of any Participant.

To the extent permitted by law, all Participants in this Agreement hereby agree to indemnify, defend and hold Coordinator, the Participants, and their respective officers, agents, employees, and directors, harmless from and against any and all claims, demands, damages or expenses for which any Participant is determined to be legally liable resulting from negligent acts, errors, or omissions by any Participant in the performance of services required of it pursuant to this Agreement.

Neither the Participants nor the Coordinator, or their respective officers, agents, employees and directors shall be liable for incidental or consequential damages.

Nothing in this Agreement shall be construed to create a duty to any standard of care with reference to or any liability to any person not a Party to this Agreement. Neither the Participants nor the Coordinator, nor their respective officers, agents, employees, nor their directors, shall be liable to third Parties or others not a Party to this Agreement, unless such potential liability is expressly recognized and agreed to in this Agreement.

Nothing in the Agreement shall be construed as a waiver of immunity under the Colorado Government Immunity Act, C.R.S. § 24-10-101, et seq., or any similar limitation on liability applicable to municipal entities.

Each Participant, during the term of this Agreement, shall keep and maintain such insurance as is necessary to protect the interests of the Participant and its employees, agents or contractors. Such insurance shall include, but not be limited to:

- a. Worker's Compensation and Employers' Liability for the State of Colorado (as may be required by law)
- b. General Liability
- c. Automobile Liability coverage

Employer's liability insurance shall be in such amount as required by statute and all other liability insurance shall be the amount of at least \$500,000 per occurrence. Each Participant shall file a certificate with Coordinator confirming that the required insurance is in full force and effect and each Participant shall keep such certificate continuously current.

Section 4

Responsibilities of Assisting Participant

Each Assisting Participant will:

- a. Provide personnel, including foremen, trained in accordance with the APPA Safety Manual and provided with proper equipment, including safety equipment, in good working order.
- b. Provide an accurate and complete inventory of materials delivered to the Assisted Participant and provide an accurate account of hours worked and equipment used.
- c. Work in collaboration with the Assisted Participant to identify and inform its own personnel of expected working conditions including but not limited to safety rules and procedures as set forth by the Participants, specifications for construction, repair, and maintenance work, and the need for continued coordination and communication between all Participants.
- d. Submit final itemized bill to Assisted Participant within 90 days after completion of work for all costs to Assisted Participant.

Section 5

Responsibilities of Assisted Participant

The Assisted Participant will:

- a. Organize and integrate all Assisting Participants' personnel and equipment with its own personnel and equipment.
- b. Provide necessary liaison services with each crew or group of units operating, as necessary.
- c. Provide, as necessary, each crew from Assisting Participants with necessary schematics and diagrams of the Assisted Participant's system, showing to the extent possible, source of supply, direction of feed, and location of sectionalizing equipment.
- d. Request from Assisting Participants equipment of proper capability and personnel with the proper skills, to perform the necessary work.
- e. Provide procedures to properly account for materials used and retired, hours worked by its own employees, distribution of time charged to maintenance, operation, construction, etc., and transportation of equipment.
- f. Work in collaboration with the Assisting Participant(s) and its personnel to identify expected working conditions, safety rules and procedures, and specifications for construction, repair, and maintenance work.
- g. Inform the Assisting Participant when the work is completed.
- h. The Assisted Participant, in cooperation with the Assisting Participant, shall assign work to the Assisting Participant and they shall work as a unit under direct supervision of their own supervisors unless mutually agreed to by the Parties.

Section 6

Materials

Each Assisting Participant may provide, in its sole discretion, any materials requested by the Assisted Participant.

The Assisting Participant furnishing materials shall maintain records of materials furnished.

The Assisted Participant shall indicate the amount, if any, of materials to be returned to the Assisting Participant that supplied the materials within ten (10) days after the completion of the Emergency Work or Operations Work. If the Assisted Participant fails to provide notice of the materials to be returned within this time, it shall be conclusively presumed that all such materials will be purchased by the Assisted Participant.

The above paragraphs on "Materials" shall not prevent any outside or special arrangements between the Assisted Participant and any Assisting Participant.

Section 7

Transportation and Other Equipment

Vehicles and specialized equipment shall be operated only by personnel of the Participant owning such vehicles or equipment, unless otherwise agreed to by the parties. All equipment operators shall be properly trained in the operation of such equipment.

The Assisting Participant shall be responsible for all its own vehicle operating supplies and repair parts such as fuel, oil, tire, etc., unless the parties have agreed otherwise.

Crew supervisors shall keep an accurate daily log of the hours or miles of operation on all transportation and other equipment.

Section 8

Safety Rules

All personnel shall comply with the APPA Safety Manual and any existing safety rules and procedures of their individual utilities. Additional safety rules may be established by the Assisted Participant as conditions require, provided they do not decrease the margin of safety.

The Assisted Participant shall provide a dispatching system which will ensure safety by maintaining control over lines and equipment being worked on and shall be the final clearing house and authority.

The parties agree that all personnel performing Emergency Work or Operations Work shall comply with the following minimum safety rules, in addition to any such other safety rules as may be established:

- a. Hardhats shall be worn at all times while performing the Services as described herein.
- b. A visible opening of switches is required and ground clusters shall be used at all times while working on de-energized power lines.
- c. Rubber gloves rated for the voltage being worked on shall be used while working on energized power lines. Rubber sleeves may also be required.
- d. In no case shall Assisting Participant personnel be required to work under safety regulations which are less restrictive than those of their own systems.

Section 9

Personnel

Personnel shall be supplied by the Assisting Participants, in their sole discretion, at the request of the Assisted Participant. All such personnel performing work for the Assisted Participant under the terms of this Agreement shall be paid pursuant to their own utility's policies and procedures.

If required, Assisting Participants should furnish a crew coordinator if they supply more than one working crew to the Assisted Participant.

The Assisted Participant shall make arrangements for meals and lodging for personnel furnished by the Assisting Participants. Employees, agents and contractors of Assisting Participants shall pay for their own meals and lodging expense and shall bill the Assisted Participant for the actual cost of meals and lodging expenses, unless other arrangements may be made by the Assisted Participant to pay for such expenses.

Section 10

Billing

For services, materials, supplies, and equipment supplied by the Assisting Participant, the Assisted Participant shall pay to the Assisting Participant the sum of the following:

- a. Material and supplies billed at replacement cost including storeroom handling charges at the then prevailing rate of the Assisting Participant.
- b. The actual "out-of-pocket" labor costs, including the Assisting Participant's current percentages applicable for labor overheads, which includes vacation, sick leave, holidays, Workmen's Compensation insurance, social security, retirement, medical insurance, etc. Direct engineering and supervision will be included as a labor charge.
- c. For food, lodging and subsistence expenses in the amount actually incurred.
- d. For truck, automobile, and equipment expenses at the Assisting Participants prevailing "charge-out" rate, which includes a tool charge adder.

In the event the Assisted Participant desires to dispute all or any part of the charges submitted by an Assisting Participant, the Assisted Participant shall pay the full amount of the charges when due and give notification to the Assisting Participant in writing within sixty (60) days from the date of the invoice stating the specific grounds on which the charges are disputed and the amount in dispute. If the parties are unable to resolve the dispute among themselves, they shall submit the dispute to the Coordinator who shall gather all relevant information and submit it to the ARPA Executive Committee for resolution. The decision of the Executive Committee shall be final and binding on the parties. Those members of the Executive Committee who's Utility is directly involved in the dispute shall not be included in the dispute resolution process. The complaining Participant will not be entitled to any adjustment on account of any disputed charges which are not brought to the attention of the Participant within the time and manner herein prescribed. If settlement of the dispute results in a refund, interest at one percent (1%) per month or fraction thereof shall be added to the refund.

Section 11

Term of Agreement

This Agreement shall become effective and binding upon the Parties immediately after they have executed this Agreement.

Any Participant may terminate its participation in this Agreement provided that:

- a. It has fulfilled all of its obligations hereunder; and

- b. It has provided ninety (90) days written notice to Coordinator, which will then send written notice to all other Participants notifying them of the termination.

Coordinator may terminate its participation in this Agreement on ninety (90) days written notice to all Participants.

In the event a Participant fails to perform its obligations pursuant to this Agreement, Coordinator shall give written notice to such Participant specifying such failure to perform and establishing a reasonable period that Participant shall have to fulfill its obligations pursuant to this Agreement. In accordance with such notice, Coordinator shall review the performance of such Participant and if the failure to perform its obligation is continuing, Coordinator may immediately terminate such Participant's participation in this Agreement.

Any Participant that terminates its participation, or is terminated, shall continue to fulfill any contractual obligation under this Agreement with respect to pending Emergency Work or Operations Work until completion, including the payment of any sums due to any party hereunder; provided, however, that no Participant shall be bound by any amendment of this Agreement which becomes effective after a Participant has provided notice of its intent to terminate its participation in this Agreement.

Section 12

General

Any formal notice, demand, or request required or authorized by this Agreement shall be deemed properly given if hand delivered, mailed postage prepaid, or sent via e-mail to Coordinator and to the City/Town Clerk of the Participant concerned at the address of such Participant.

No Participant shall assign its rights or obligations under this Agreement without the consent in writing of the other Participants and Coordinator. Coordinator shall not assign its rights or obligations under this Agreement without the consent in writing of all Participants or in connection with the sale and merger of a substantial portion of its assets.

The laws of the State of Colorado shall govern this Agreement.

No modification or amendment to this Agreement and no waiver of any provision shall be valid unless in writing, signed by duly authorized representatives of all the Parties. The validity or invalidity of any provision of this Agreement will not affect the validity or enforcement of any other provision of this Agreement. All provisions of this Agreement shall be deemed severable, and to the extent any provision of this Agreement is deemed unenforceable or invalid as a matter of law, all other terms and conditions shall remain in full force and effect.

A separate copy of this Agreement will be executed by each Participant when it becomes a Party to the Agreement. When the Party has executed a copy, its separately executed copy will be joined together with all other similarly executed copies and one conformed master copy of said Agreement shall be prepared, which shall bind all of the parties to the same extent and purpose as if all of said parties had joined in the execution of said master copy.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized officer as of the date and year shown below.

COORDINATOR
ARKANSAS RIVER POWER
AUTHORITY

By: _____
Title: General Manager
Date: _____

PARTICIPANT

By: _____
Title: _____
Date: _____

Exhibit A

Participants to this Mutual Aid Agreement are as follows:

Town of Holly
100 Tony Garcia Drive
PO Box 458
Holly, CO 81047
Town Phone: 719.537.6622
Administrator – Marsha Willhite
Direct: 719.537.6633
Cell: 719.688.5500

City of La Junta
601 Colorado Avenue
PO Box 489
La Junta, CO 81050
City Phone: 719.384.5991
Electric Superintendent-Reuben
DeLeon
515 Lacey Street
Electric Dept. Phone: 719.384.8454
Cell: 719.980.1860

City of Lamar
102 East Parmenter
Lamar, CO 81052
City Phone: 719.336.4376
Lamar Utilities Board
Superintendent-Houssin Hourieh
100 North Second Street
Lamar, CO 81052
Phone: 719.336.7456
Cell: 719.688.0985

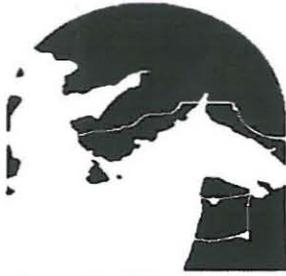
City of Las Animas
532 Carson
PO Box 271
Las Animas, CO 81054
City Phone: 719.456.0422
Utilities Electric Superintendent-Ron
Clodfelter
Direct: 719.456.2013
Cell: 719.469.0260

Town of Springfield
748 Main Street
PO Box 4
Springfield, CO 81073
Town Phone: 719.523.4528
Utilities Electric Superintendent-
Darwin Hansen
Cell: 719.529.0739

City of Trinidad
135 North Animas Street
PO Box 880
Trinidad, CO 81082
City Phone: 719.846.6643
~~City Manager-Tom Acre~~ Public Works/Utilities
Cell: 719-680-3795 Director Mike Valentine
Utilities Foreman-Dean Duran
Cell: 719.680.1417

COORDINATOR
Arkansas River Power Authority
3409 South Main Street
PO Box 70
Lamar, CO 81052
Office Phone: 719.336.3496
General Manager-Rick Rigel
Cell: 719.688.0984

For additional contact information
and utility information please refer
to Mutual Aid Contact Booklet.



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Les Downs*
OF ATTACHMENTS: 2

10

SUBJECT: Ordinance amending non-conforming status

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Consider the proposed language and if acceptable, forward to the regular meeting of September 16th.

SUMMARY STATEMENT: Amendment to non-conforming status.

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: This ordinance would allow further consideration to non-conforming structures

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The current ordinance allows non-conformance for a period of 12 months and thereafter requires approval of up to three six-month extensions by the Building Official.
- The proposed ordinance would extend the period of non-conformance to three years and further extend it by an additional two years for buildings subject to bankruptcy or foreclosure.

10

ARTICLE 3. NON-CONFORMANCE

Section 5-23. Non-Conformance.

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

(2) **How a structure loses non-conforming status.** Any structure or building within the city limits is a non-conforming structure meaning that when the City adopts a new code or standard the buildings built to the previous code are no longer conforming to the existing code. A non-conforming structure is allowed to remain as is, as long as it is generating sales tax revenue and/or is open for business. Once the business ceases to generate revenue or is vacant for no less than ~~twelve-thirty-six (36)~~ consecutive months it loses its non-conforming status. However, if the vacancy is a result of a bankruptcy or foreclosure of the property, non-conforming status will not be lost unless the vacancy extends for a period no less than sixty (60) consecutive months. A building under these circumstances must, therefore, be brought up to current code standards. Part of that process requires an assessment by a registered design professional be provided to the Building Official. ~~Owners may apply via the Variance Application Form to the CBO for review and consideration of a six (6) month extension. The CBO will consider all reasons the extension is being requested in making the decision. Additional six (6) month extensions may be considered upon payment of the appropriate variance fee, which shall allow for a total of three possible six month extensions.~~



CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF TRINIDAD, COLORADO, REPEALING AND RE-ENACTING, ARTICLE 3, NON-CONFORMANCE, SECTION 5-23, NON-CONFORMANCE, OF CHAPTER 5 (“BUILDINGS”) OF THE CODE OF THE CITY OF TRINIDAD, COLORADO, FOR THE PURPOSE OF ALLOWING FURTHER CONSIDERATION TO VACANT PROPERTIES TO ALLOW FOR THEIR FUTURE OCCUPANCY UNDER CONTINUED NON-CONFORMING STATUS UNDER CERTAIN CIRCUMSTANCES

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

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

WHEREAS, the City Council of the City of Trinidad, Colorado, herein desires to promote the occupancy of vacant buildings within the City by granting additional consideration to allow for continued non-conformance and an extension thereof under extenuating circumstances.

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

Section 1. Repeal and Re-enactment of Article 3, Non-Conformance, Section 5-23, Non-Conformance of Chapter 5 (“BUILDINGS”) of the Code of the City of Trinidad, Colorado. Chapter 5 (“BUILDINGS”) of the Code of the City of Trinidad, Colorado, is hereby repealed and re-enacted in its entirety as follows:

ARTICLE 3. NON-CONFORMANCE

Section 5-23. Non-Conformance.

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

(2) **How a structure loses non-conforming status.** Any structure or building within the city limits is a non-conforming structure meaning that when the City adopts a new code or standard the buildings built to the previous code are no longer conforming to the existing code. A non-conforming structure is allowed to remain as is, as long as it is generating sales tax revenue and/or is open for business. Once the business ceases to generate revenue or is vacant for no less than thirty-six (36) consecutive months it loses its

non-conforming status. However, if the vacancy is a result of a bankruptcy or foreclosure of the property, non-conforming status will not be lost unless the vacancy extends for a period no less than sixty (60) consecutive months. A building under these circumstances must, therefore, be brought up to current code standards. Part of that process requires an assessment by a registered design professional be provided to the Building Official.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this ____ day of _____, 2014.

FINALLY PASSED AND APPROVED this ____ day of _____, 2014.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2014.

JOSEPH A. REORDA, Mayor

ATTEST:

DONA VALENCICH, Acting City Clerk



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 4

SUBJECT: Resolution setting a hearing date for the annexation petition for the Southside Annexation

PRESENTER: Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: Forward the resolution to the September 16th regular meeting to set the annexation petition for public hearing

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: N/A

SOURCE OF FUNDS: N/A

POLICY ISSUE: Annexation of property outside of the City's corporate limits

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- An annexation petition was filed officially with the City Clerk's office on September 2, 2014
- There are several legal requirements to be met by the City to annex the property
- An example of the timeline involved is included



RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,
COLORADO, SETTING A HEARING DATE FOR THE ANNEXATION
PETITION FOR THE SOUTHSIDE ANNEXATION

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

The City Council of the City of Trinidad finds that a petition for Annexation of certain territory more particularly described therein and to be known as "Southside Annexation", filed with the City Clerk on September 2, 2014 is in substantial compliance with Section 31-12-107, CRS, and that a public hearing should be held to determine if the proposed annexation complies with Section 31-12-104 and 31-12-105, CRS, or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, CRS, et seq. City staff has determined the annexation requests complies with the 1/6 contiguity requirement.

The City Council hereby sets a public hearing for such purposes for November 5, 2014 at 7:00 P.M., at 135 North Animas Street, Trinidad, Colorado, and directs the City Clerk to publish and give notice as required by state law.

INTRODUCED, READ AND ADOPTED this 16th day of September, 2014.

JOSEPH A. REORDA, Mayor

ATTEST:

DONA VALENCICH, Acting City Clerk

PETITION FOR ANNEXATION TO THE CITY OF TRINIDAD,
COLORADO

TO: THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO

RE: PETITION KNOWN AS SOUTHSIDE ANNEXATION

THE UNDERSIGNED, being "Landowners", as defined in C.R.S. § 32-12-103(6), hereby Petition the City of Trinidad for annexation for the following described property and further state:

1. The legal description of the land which Landowners request to be annexed to the municipality is attached hereto as Exhibit "A", hereinafter referred to as the "Property."
2. It is desirable and necessary that the Property be annexed to the City of Trinidad, Colorado.
3. The requirements of Article II Section 30 of the Colorado Constitution have been met.
4. The following requirements of C.R.S. § 31-12-104 exist or have been met:
 - a. Not less than one-sixth (1/6) of the perimeter of the Property is contiguous with the City of Trinidad, Colorado.
 - b. A community of interest exists between the Property and the City of Trinidad, Colorado. The Property is urban or will be urbanized in the near future; and the Property is capable of being integrated into the City of Trinidad, Colorado.
5. None of the limitations provided in C.R.S. § 31-12-105 are applicable and the requirements of that statute have been met because of the following:
 - a. The annexation of the Property will not result in the Property being divided into separate parts or parcels under identical ownership;
 - b. No land area within the Property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate comprising 20 acres or more and having a valuation for assessment in excess of \$200,000 for ad valorem tax purposes has been included in the area of the Property to be annexed without the written consent of the landowners thereof.
 - c. No annexation proceedings have been commenced for the annexation of any part of the Property by any other municipality.
 - d. The entire width of all streets and alleys to be included within the area annexed are included.
 - e. The annexation of the Property will not result in the detachment of area from any school district or the attachment of same to another school district.
 - f. Annexation by the City of Trinidad, Colorado, of the Property will not have the effect of, and will not result in, the denial of reasonable access to landowners, owners of an easement, or owners of a franchise adjoining a platted street or alley, inasmuch as annexation of the Property will not result in annexation of a platted street or alley which is not bounded on both sides by the City of Trinidad.
6. The annexation of the Property will not have the effect of extending a boundary of the City of Trinidad more than three miles in any direction from any point of the municipal boundary in the past 12 months.

7. The Landowners comprise the owners in fee of more than 50 percent of the area of the Property, exclusive of public streets and alleys, and comprise more than 50 percent of the landowners of the Property. The legal description of the land owned by each signer of this petition is shown on Exhibit A.
8. The Landowners request that the City of Trinidad approve the annexation of the Property.
9. This Petition is accompanied by four (4) copies of an annexation boundary map in the form required by C.R.S. § 31-12-107(1)(d) and attached as Exhibit B.
10. This instrument may be executed in one or more counterparts, all of which taken together shall constitute the same document.

LANDOWNERS:

Owner: Triple D Family Limited Partnership, LLLP

By: Triple D Family Limited Partnership LLLP by Ray E. Duran ^{Managing} _{Member}

Mailing Address: P O Box 810 Trinidad, CO 81082

Owner: Jose Manuel Garcia and Maria Nelly Garcia

José Manuel García
Maria Nelly García

Mailing Address: 6900 Santa Fe Trail Dr., Trinidad, Co 81082

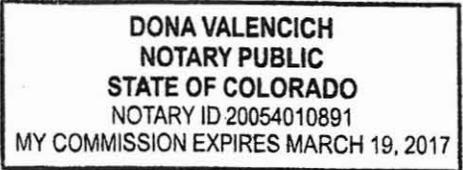
STATE OF COLORADO)
) ss.
 COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 2 day of Sept 2014, by Ray E Duran.

Witness my hand and official seal

My commission expires: 3/19/17

Dona Valencich
 Notary Public



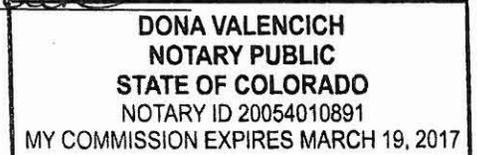
STATE OF COLORADO)
) ss.
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 22 day of August 2014, by
Jose Manuel Garcia

Witness my hand and official seal

My commission expires: 3/19/17

Dona Valencich
Notary Public



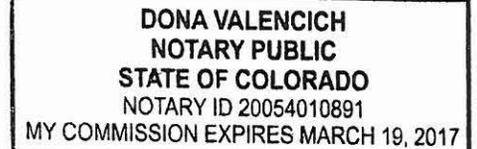
STATE OF COLORADO)
) ss.
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 22 day of August 2014, by
Marie Nelly Garcia

Witness my hand and official seal

My commission expires: 3/19/17

Dona Valencich
Notary Public



AFFIDAVIT OF CIRCULAR IN SUPPORT OF PETITION

STATE OF COLORADO)
) ss.
COUNTY OF LAS ANIMAS)

Audra Garrett, being first duly sworn states as follows:

- a. I have circulated the Petition for Annexation to the City of Trinidad, Colorado, set forth herein.
- b. I know the persons whose names are subscribed to the foregoing Petition on behalf of the Landowners.
- c. The signatures on the foregoing Petition were affixed in my presence and each signature is a true, genuine and correct signature of the person it purports to be.
- d. To the best of my knowledge and belief, the persons whose names are affixed to the foregoing Petition are authorized to sign such document on behalf of the Petitioners.

CIRCULATOR

Audra Garrett

STATE OF COLORADO)
) ss.
COUNTY OF LAS ANIMAS)

The foregoing instrument was acknowledged before me this 2 day of Sept 2014, by
Audra Garrett

Witness my hand and official seal

My commission expires: 3/19/17

Dona Valencich
Notary Public

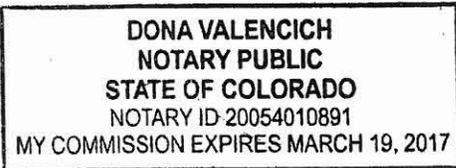


EXHIBIT A

DESCRIPTION – ANNEXATION TRACT 1

A TRACT OF LAND LOCATED IN PART OF THE NW1/4NW1/4 OF SECTION 36, TOWNSHIP 33 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF LAS ANIMAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY OF INTERSTATE 25, FROM WHICH THE NORTHWEST CORNER OF SECTION 36 BEARS N 89°30'51" W, 75.45 FEET; THENCE S 89°30'51" E, ALONG THE NORTH LINE OF SAID SECTION 36, 670.51 FEET TO A POINT; THENCE S 17°41'04" W, ALONG THE WEST LINE OF A TRACT OF LAND DEEDED TO TRIPLE D LLLP AS RECORDED IN BOOK 962, PAGE 552, 440.46 FEET TO A POINT; THENCE S 08°52'50" W, ALONG THE WEST LINE OF SAID TRIPLE D LLLP TRACT, 356.64 FEET TO THE SOUTHWEST CORNER OF SAID TRIPLE D LLLP TRACT, SAID POINT BEING THE NORTHWEST CORNER OF A TRACT OF LAND DEEDED TO JOSE MANUAL AND MARIA NELLY GARCIA AS RECORDED IN BOOK 1017, PAGE 638 AND IN BOOK 1025, PAGE 225; THENCE S 02°36'48" W, ALONG THE WEST LINE OF SAID GARCIA TRACT, 288.67 FEET TO THE SOUTHWEST CORNER OF SAID GARCIA TRACT; THENCE S 79°45'48" W, ACROSS INTERSTATE 25, 377.88 FEET TO A POINT ON THE WEST RIGHT OF WAY OF SAID INTERSTATE 25; THENCE ALONG THE WEST RIGHT OF WAY OF INTERSTATE 25 THE FOLLOWING (6) COURSES:

- 1) N 01°53'45" W, 98.30 FEET TO A POINT;
- 2) ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 513.00 FEET AN ARC DISTANCE OF 64.20 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS N 10°59'08" W, 64.16 FEET);
- 3) N 14°34'15" W, 303.30 FEET TO A POINT;
- 4) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1492.50 FEET AN ARC DISTANCE OF 272.90 FEET TO A POINT (THE CHORD OF SAID CURVE BEARS N 09°19'57" W, 272.52 FEET);
- 5) N 00°52'45" E, 332.50 FEET TO A POINT;
- 6) N 23°58'25" E, 84.34 FEET TO A POINT,

SAID POINT BEING THE POINT OF BEGINNING, CONTAINING 13.37 ACRES.

DESCRIPTION – ANNEXATION TRACT 2

A TRACT OF LAND LOCATED IN PART OF THE NW1/4NW1/4 OF SECTION 36, TOWNSHIP 33 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF LAS ANIMAS, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE NORTHWEST CORNER OF SECTION 36 BEARS N 89°30'51" W, 745.96 FEET; THENCE S 89°30'51" E, ALONG THE NORTH LINE OF SAID SECTION 36, 312.99 FEET TO A POINT; THENCE S 00°14'31" E, ALONG THE EAST LINE OF A TRACT OF LAND DEEDED TO TRIPLE D LLLP AS RECORDED IN BOOK 962, PAGE 552, 753.82 FEET TO A POINT; THENCE S 88°18'35" W, ALONG THE SOUTH LINE OF SAID TRIPLE D LLLP PROPERTY, 273.71 FEET TO A POINT, SAID POINT BEING THE NORTHEAST CORNER OF A TRACT OF LAND DEEDED TO JOSE MANUAL AND MARIA NELLY GARCIA AS RECORDED IN BOOK 1017, PAGE 638 AND IN BOOK 1025, PAGE 225; THENCE S 03°40'41" E, 320.53 FEET TO THE SOUTHEAST CORNER OF SAID GARCIA TRACT; THENCE N 84°49'13" W, ALONG THE NORTH LINE OF COUNTY ROAD 69.5, 266.24 FEET TO THE SOUTHWEST CORNER OF SAID GARCIA TRACT; THENCE N 02°36'48" E, ALONG THE WEST LINE OF SAID GARCIA TRACT, 288.67 FEET TO THE NORTHWEST CORNER OF SAID GARCIA TRACT, SAID POINT BEING THE SOUTHEAST CORNER OF SAID TRIPLE D LLLP TRACT; THENCE N 08°52'50" E, ALONG THE WEST LINE OF SAID TRIPLE D LLLP TRACT, 356.64 FEET TO A POINT; THENCE N 17°41'04" E, ALONG THE WEST LINE OF SAID TRIPLE D LLLP TRACT, 440.46 FEET TO THE POINT OF BEGINNING, CONTAINING 9.16 ACRES.

Annexation Timeline Example:

Annexation of a portion of Corundum Road (4,698 sf)

Located in Cougar Canyon into the City of Trinidad

October 14, 2005:	Annexation application package submitted
October 25, 2005:	Initial presentation of the proposed annexation to the City Council during a work session
November 2, 2005:	The City Council considers & adopts a resolution to consider the annexation & sets a public hearing date
November 4, 10, 18, & 25:	Publication dates of public notices relating to the proposed annexation
November 9, 2005:	The Planning Commission considers the proposed annexation & develops a recommendation that was forwarded to the City Council
November 29, 2005:	Presentation of the Commission's recommendation to the City Council during a work session
December 6, 2005:	City Council Public Hearing on the Annexation, First reading of the annexation ordinance, including the initial zoning
December 20, 2005:	City Council Public Hearing on the Annexation, Second reading of the annexation ordinance, including the initial zoning. Ordinance went into effect 10 days after ordinance adoption.



City of Trinidad
 135 N. Animas
 Trinidad, Colorado 81082
 Telephone (719) 846-9843
 Fax (719) 846-4140

ANNEXATION PROCESS

FEE	DOCUMENTS TO BE SUBMITTED	MEETINGS/ HEARINGS	PUBLIC NOTICES	TIME
No Fee for Annexation or Initial Zoning is currently assessed; however, the City may request reimbursement for the public noticing that is required. (Fees are subject to change.)	Completed Application Form Proof of Ownership Survey of Property Annexation Petition Five Copies of the Annexation Map Annexation Impact Report (if applicable)	Findings of Substantial Compliance at City Council Planning Commission First Reading of the Ordinance at City Council Public Hearing for Second Reading at City Council	A minimum of five notices in newspaper Property Posting	Two-Three Months

1. All annexation applications are required to comply with applicable state statutes as provided in the Colorado Revised Statutes (see CRS Title 29 – Local Government & Title 31 – Municipal Government). The applicant is responsible for providing documentation to the City attesting to such compliance, including the provisions contained in CRS 29-20-303 through 305 requiring an adequate water supply for the proposed annexed area's ultimate development. (Note that applications that include land areas of more than ten acres require that an annexation impact report be prepared in accordance with CRS 31-12-108.5. The applicant is responsible for the initial draft of this report, with City staff finalizing the report before staff accepts the annexation application as complete and begins processing it.)

2. Once staff has accepted the application for processing, the application is referred to the City Council for their review during a regularly-scheduled meeting to determine if the request has preliminary compliance with state law. An annexation resolution is considered, and a public hearing date for City Council is set. An initial zoning designation for the property is designated. Notice of the annexation hearing is then published once per week in a local newspaper for four consecutive weeks by the City Clerk. Notice of the public hearings relating to the Planning Commission and the zoning designation is published at least once by the Planning Department.

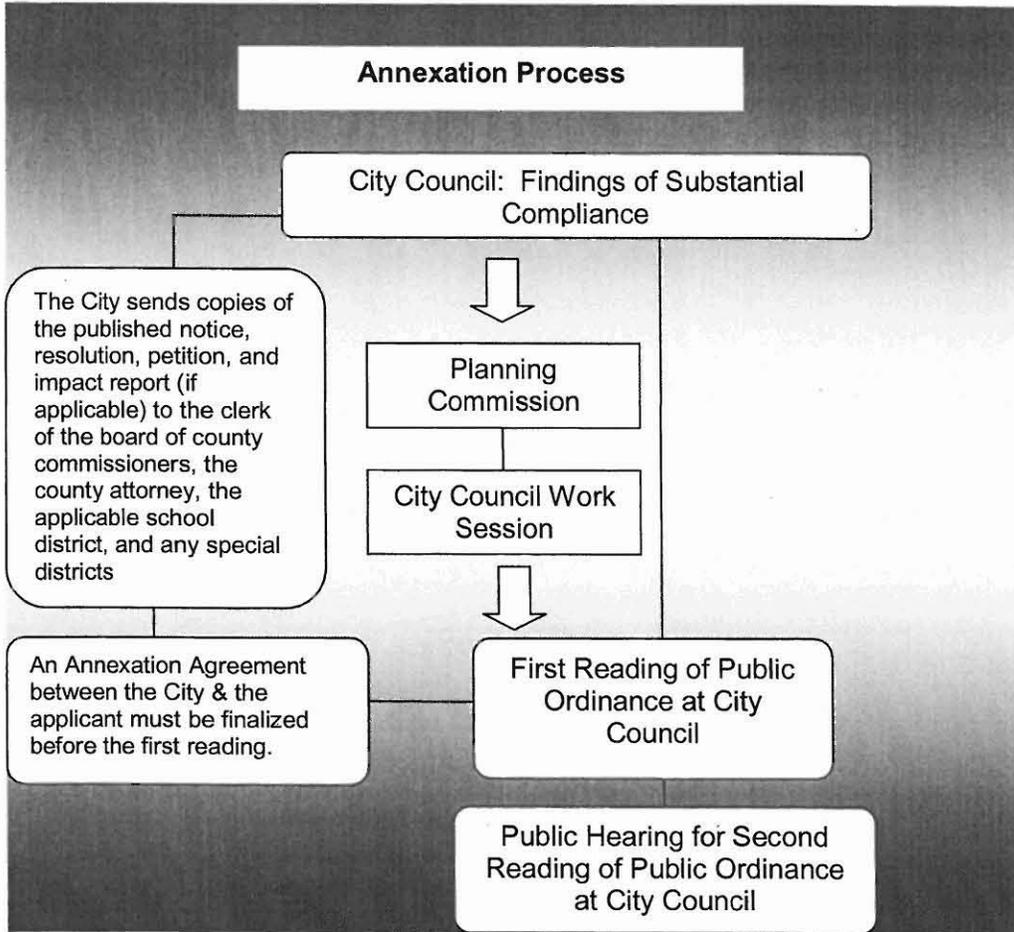
The **annexation petition** must consist of the following information:

- Signatures of more than 50% of landowners who own more than 50% of the land to be annexed
- Signed and notarized affidavit
- Exhibit "A": Legal description of the boundaries of the area proposed to be annexed. A metes and bounds description must be signed and sealed by the professional surveyor who prepared the legal description.
- A statement attesting and substantiating that a community of interest exists between the tract and the City
- A statement attesting and substantiating that the tract is wholly located within three miles of the City's corporate boundaries
- A statement attesting and substantiating that the tract is urban or will be urbanized in the near future
- Documentation prepared by a registered professional engineer, as required by state law, that is acceptable to the City and complies with the water supply requirements contained in CRS 29-20-304

The **annexation map** must contain the following information:

- Legal description of the property
- A scaled map showing the boundaries of the area proposed to be annexed
- The location(s) of any unplatted land
- A scaled drawing of the proposed annexation's contiguous boundary to the City (A minimum of 1/6 of the tract's perimeter must be contiguous with the City's corporate boundaries in accordance with state law. A note on the annexation map must indicate the contiguous boundary distance between the City and the proposed annexed tract and the tract's overall perimeter, both in linear feet, so that this requirement can be verified.)
- Name of the annexation (Can be name of applicant)

3. The City sends a copy of the published notice, together with a copy of the resolution, the petition as filed, and the impact report (if applicable) to the Board of County Commissioners and to the County Attorney, as well as to the applicable school district and any other special district having territory within the area proposed to be annexed.
4. The annexation request is then considered at a Planning Commission public hearing. Staff makes a recommendation, and comments are received from the applicant and the public. The Planning Commission meets the second Tuesday monthly at 5:30PM in the Council Chambers.
5. The annexation request is then presented at a public hearing for a first reading of public ordinance at City Council. The City Council considers the annexation request. The second reading of the public ordinance is scheduled for a future City Council meeting.
6. Upon the second reading of the public ordinance to annex the property, if the annexation is approved, it becomes finalized after 60 days, and cannot be challenged after that point.
7. The City considers the tract's zoning concurrently with the annexation application.





CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

12

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 2

SUBJECT: 2015 Property/Casualty and Workers' Compensation Renewal quotes received from CIRSA

PRESENTER: Mike Valentine, ACM

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the preliminary quotes.

SUMMARY STATEMENT: CIRSA is an intergovernmental insurance pool, of which the City has been in for over 25 years

EXPENDITURE REQUIRED: Yes, \$674,016

SOURCE OF FUNDS: All Funds – 2015 Operating Budget

POLICY ISSUE: Insurance to meet the needs of the City

ALTERNATIVE: Seek other quotes

BACKGROUND INFORMATION:

- Quotes for the ensuing fiscal year are attached
- A quote was also requested for Property/Casualty coverage with a \$2,500 deductible per occurrence. Based on number of claims filed thus far this year, the change to a higher deductible is NOT recommended.
- Experience rates of each member is used in determining premiums. For comparison, the following Impact of Loss Experience for the City was included in the premium calculations:

Comparison:	<u>2014</u>	<u>2015</u>
Property/Casualty	\$25,900	\$94,075
Workers' Compensation	\$91,272	\$40,088

- Quotes from 2014 are also included

Comparison:	<u>2014</u>	<u>2015</u>	<u>Difference</u>
Property/Casualty	\$298,663	\$337,525	\$38,862
Workers' Compensation	\$368,009	\$336,491	-\$31,518

Net Annual Increase \$7,344

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**CIRSA Property/Casualty Pool
Preliminary 2015 Contribution Quotation for:
Trinidad**

Current Deductibles:

Liability *	Auto Liability	Auto		Property **	To Continue with This Deductible Option for 2015 Initial Here:
		Physical Damage			
\$1,000	\$1,000	\$1,000		\$1,000	

(or choose another option below)

Contribution Before Reserve and Loss Experience: \$300,970
 Reserve Fund Contribution: \$0
 Impact of Loss Experience: \$40,088
 Total 2015 Preliminary Quotation Before Credits: \$341,058

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

	Credit PC Contribution	Deposit / Leave in Account	Send Check	Credit WC Contribution
2014 Loss Control Audit Credit:				
Balance Remaining from Prior Year's LC Credits:				

Preliminary Quotation at Current Deductible
With All Available Credits Applied: \$337,525

Or, select a different deductible option:

Liability *	Auto Liability	Auto		Property **	Revised Quote (Before Credits)	To Accept a New Deductible Option for 2015, Initial Next to the Option (Choose Only One):
		Physical Damage				
\$2,500	\$2,500	\$2,500		\$2,500	\$329,354	

**CIRSA Workers' Compensation Pool
Preliminary 2015 Contribution Quotation for:
Trinidad**

*To Continue This Deductible/SCP
Option for 2015 Initial Here:*

Current Deductible or SCP:

\$1,000	
---------	--

(or choose another option below)

Contribution Before Reserve and Loss Experience: \$245,198
Reserve Fund Contribution: \$5,777
Impact of Loss Experience: \$94,075
Total 2015 Preliminary Quotation Before Credits: **\$345,050**

*Credit Options: You must write in the amount that you wish to
use. Amounts may be split between available options.*

		Credit WC Contribution	Deposit / Leave in Account	Send Check	Credit PC Contribution
2014 Loss Control (LC) Audit Credit:	(\$8,559)				
Balance Remaining from Prior Years' LC Credits:	\$0				

Preliminary Quotation At Current Deductible
With All Available Credits Applied: \$336,491

Or, select a different deductible option:

*You did not request any other deductible options. Contact your Underwriting Representative if you are
interested in other options.*

CIRSA Property/Casualty Pool
Preliminary 2014 Contribution Quotation for:
Trinidad

Current Deductibles:

Liability *	Auto Liability	Auto Physical Damage	Property **	<i>To Continue with This Deductible Option for 2014 Initial Here:</i>
\$1,000	\$1,000	\$1,000	\$1,000	

(or choose another option below)

Contribution Before Reserve and Loss Experience: \$283,701
 Reserve Fund Contribution: \$0
 Impact of Loss Experience: \$25,900
 Total 2014 Preliminary Quotation Before Credits: \$309,601

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

	Credit PC Contribution	Deposit / Leave in Account	Send Check	Credit WC Contribution
2013 Loss Control Audit Credit:	(\$3,345)			
Balance Remaining from Prior Year's LC Credits:	\$0			
PC Member Equity Account Adjustment:	(\$7,593)			

Preliminary Quotation at Current Deductible
With All Available Credits Applied: \$298,663

Or, select a different deductible option:

You did not request any other deductible options. Contact your Underwriting Representative if you are interested in other options.

**CIRSA Workers' Compensation Pool
Preliminary 2014 Contribution Quotation for:
Trinidad**

*To Continue This Deductible/SCP
Option for 2014 Initial Here:*

Current Deductible or SCP:

\$0	
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(or choose another option below)

Contribution Before Reserve and Loss Experience: \$265,145
 Reserve Fund Contribution: \$21,479
 Impact of Loss Experience: \$91,272
 Total 2014 Preliminary Quotation Before Credits: **\$377,896**

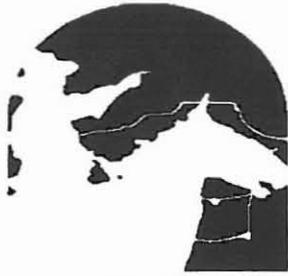
*Credit Options: You must write in the amount that you wish to
use. Amounts may be split between available options.*

	Credit WC Contribution	Deposit / Leave in Account	Send Check	Credit PC Contribution
2013 Loss Control (LC) Audit Credit: (\$9,887)				
Balance Remaining from Prior Years' LC Credits: \$0				

**Preliminary Quotation At Current Deductible
With All Available Credits Applied: \$368,009**

Or, select a different deductible option:

*You did not request any other deductible options. Contact your Underwriting Representative if you are
interested in other options.*



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

13

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Audra Garrett, ACM
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 3

SUBJECT: Letter and resolution supporting the placement of the John Wilbar sculpture at the CDOT roundabout location

PRESENTER: Mike Valentine, ACM

RECOMMENDED CITY COUNCIL ACTION: Forward the letter of support and resolution in support of the artwork placement to the September 16, 2014 regular meeting for approval.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: Not at this time.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: This is the recommended location of the Arts and Culture Advisory Commission.

BACKGROUND INFORMATION:

- The Arts and Culture Advisory Commission wishes to locate the sculpture at the newly constructed roundabout once it is complete.
- The letter of support and resolution are required elements of the application to CDOT for their anticipated approval of art placement.
- The sculpture will be temporarily placed at Alley A, between Bella Luna and the Columbian building.

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CITY OF TRINIDAD, COLORADO

RESOLUTION NO.

A RESOLUTION OF THE CITY OF TRINIDAD, COLORADO,
SUPPORTING THE INCORPORATION OF PUBLIC ARTWORK WITHIN
COLORADO DEPARTMENT OF TRANSPORTATION FACILITIES

WHEREAS, the City of Trinidad Arts and Culture Advisory Commission recently acquired a sculpture for placement in public space for the benefit and enjoyment of its citizens and visitors; and

WHEREAS, the Arts and Culture Advisory Commission has identified that the most suitable location for high visibility and appreciation of the artwork would be within the newly constructed roundabout at the intersection of Nevada Avenue at University Street, once completed; and

WHEREAS, the City Council of the City of Trinidad supports the efforts of the Arts and Culture Advisory Commission in acquiring and placing public art; and

WHEREAS, the City Council supports the proposed location of this sculpture within the Colorado Department of Transportation facility.

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

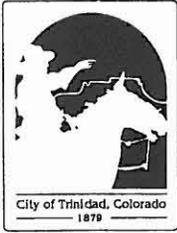
The City Council of the City of Trinidad supports the placement of artwork within the Colorado Department of Transportation facility, the roundabout at Nevada Avenue and University Street, once the project has been completed.

APPROVED and ADOPTED this 16th day of September, 2014.

JOSEPH A. REORDA, MAYOR

ATTEST:

DONA VALENCICH, ACTING CITY CLERK



CITY of TRINIDAD

P. O. Box 880
TRINIDAD, COLORADO 81082
TELEPHONE (719) 846-9843
FAX NO. (719) 846-4140

September 16, 2014

Colorado Department of Transportation
Region Traffic Engineer – Region 2
905 Erie Avenue
Pueblo, CO 81001

Dear Sir or Madam:

Please accept this letter of support on behalf of the City of Trinidad in the City's Arts and Culture Advisory Commission's effort to incorporate public artwork within CDOT facilities to beautify the City and better the quality of life for its citizens and visitors. The Arts and Culture Advisory Commission recently purchased a few pieces of public artwork. One of the pieces acquired is a beautiful sculpture created by John Wilbar. The size and composition of the piece, we believe, is nicely suited for the proposed location and fits your guidelines extremely well as it is "bold," colorful, and would not tempt drivers or pedestrians to approach the sculpture for a closer look.

In these economic times the importance of attracting the visiting public to businesses is paramount. Additionally, beautification projects restore pride in communities.

Please consider the City of Trinidad Arts and Culture Advisory Commission's request for placement of the proposed sculpture favorably. If you have any questions, do not hesitate to contact me.

Respectfully,

Joseph A. Reorda
Mayor



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

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COUNCIL COMMUNICATION

CITY COUNCIL MEETING: September 9, 2014
PREPARED BY: Audra Garrett, Acting City Manager
DEPT. HEAD SIGNATURE: *Audra Garrett*
OF ATTACHMENTS: 1

SUBJECT: Discussion of CIRSA Coverage Line article

PRESENTER: Mayor Reorda

RECOMMENDED CITY COUNCIL ACTION: Discussion

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The Mayor requested the article be discussed at the September 9th work session

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LEGAL LINES



NINE PRACTICES OF HIGHLY INEFFECTIVE COUNCILS AND BOARDS

By: Tami Tanoue, CIRSA General Counsel/Claims Manager

Recently, CIRSA management staff became acquainted with John Carver's Policy Governance® model (Model) for boards of public and nonprofit bodies. This month's column provides some observations about the tough job of governing body members, and some of the ways in which a council or board can allow its effectiveness to be diminished or compromised. To understand the Model, how it works, and how it is implemented,

Carver's book, *Boards That Make a Difference: A New Design for Leadership in Nonprofit and Public Organizations* (3rd ed. 2006), is highly recommended reading.

For those who've labored in local government for any length of time, *Boards That Make a Difference* will provide some laugh-out-loud moments of self-recognition. It describes a number of

common practices that are a drain on the effectiveness of the governing body and a source of frustration for both the body's members and the staff who serve it.

DO ANY OF THESE PRACTICES RING A BELL?

Spending time on the trivial. As the author describes it, "Major program issues go unresolved while boards conscientiously grapple with some small detail." How many times have you gotten mired in the tiniest detail of a purchasing decision, or the proposed budget?

Foreshortened time horizons. The board's decision-making time horizons should be the most distant of anyone in the organization. Yet, as Carver says, "we find boards dealing mainly with the near term and, even more bizarre, with the past." How many times have the pennies spent in the prior months, as reflected in the "bills for approval" portion of the agenda, received undue attention at your meeting?



Reactive rather than proactive stance.

Is the idea that the board should make proactive decisions, rather than merely react to staff initiatives, completely foreign? Would, as the author says, your board “cease to function” if it were asked to create its own agenda?

Going over what the staff has already done.

“Reviewing, rehashing, redoing,” is what the author calls it. Some boards spend a great deal of their time going over what the staff has already done. But as the author says, “reviewing, rehashing, and redoing staff work – no matter how well – do not constitute leadership”!

Problem-based prescriptions. If you prescribe a specific solution based on the details of a specific problem that has occurred in the past, you may wind up with a “pendulum swing” that creates unintended consequences in the future. As Carver says, “Correcting insufficiencies by looking backward at what they have

been simply invites the next, perhaps opposite error. It is like trying to drive down the highway with a firm grip on the rearview mirror.”

Accountability being allowed to leak.

Have you established a City/Town Manager or Administrator position? If so, great! But are you still continuing to encourage or allow council/board member interactions with subordinate staff, or subordinate staff members to bypass their supervisors and directly go to council/board members with their issues or complaints? If so, you may be keeping the Manager/Administrator from being able to do his or her job, or you may be interfering in such a manner that you can no longer credibly hold him or her accountable for performance.

Diffuse authority. When the governing body’s and staff’s respective areas of responsibility are not clearly delineated, the staff’s knee-jerk response for every

issue in a gray area may be, “Let’s take it to the council.” If you allow this, you’ll continually increase your own workload without ever clarifying the appropriate boundaries between council/board governance and staff decisions.

The “Approval Syndrome.” Does your agenda call for the governing body’s approval of documents containing a multitude of paralyzing details (line item budgets, detailed personnel and administrative policies, job descriptions, etc.)? How does this make you feel? The document has already been created, and you’re just reacting to it. Then, to avoid feeling like “rubber stamps,” board members may start nitpicking. But as the author says, “no matter how much intelligence goes into playing this reactive role, it is clearly not leadership.” Moreover, by its approval, the board has been co-opted into assuming ownership of the document, and staff is let off the hook in terms of accountability for the results expected from the document!

The “seductive intrigue of organizational activity.” You know how, when you’re faced with a huge project, sometimes the easiest way to procrastinate is to divert your attention to desk-cleaning or some other trivial task? That’s the “seductive intrigue” that can pull you into involvement in the organization’s internal minutiae. It can be a heck of a lot easier to divert your attention to those details than to grapple with the big issues involved in governing your entity. But governance shouldn’t be about bringing the council/board more knowledgeably into the process of administration. A governing body need not and should not tag along behind management, or try to become “superstaff” in a “conscientious attempt to tag along more professionally.” You’ve got grander things to do as the governing body!



SO WHAT'S THE ANSWER?

Well, no doubt John Carver would say, "Adopt and implement my Model!" Of course, that will require time and effort, an unswerving commitment, and probably the help of a Policy Governance® consultant. In the meantime, here are a few suggestions from *Boards That Make a Difference* to ponder.

• **View yourselves as an extension downward from ownership, rather than an extension upward from management.** As mentioned, your job is not to be "superstaff," much less "supermanagement." As the representative body for the citizens – the true "owners" of the community – your job is to exercise ethical and trusteeship responsibilities on behalf of the ownership. Viewed in that light, it becomes apparent that neither the championing of management decisions, nor substituting your judgment for that of staff, are part of those responsibilities. To be true leaders, you need to "develop a taste for the grand expanse of the larger context," as Carver says.

• **You determine the "ends." Leave the "means" to the staff.** It's important to read *Boards That Make a Difference* in order to understand fully what Carver means by "ends." Briefly, "ends" are the results or outcome to be obtained or the impact to be made, for whom, and at what cost or relative worth. You could call the "ends" the "what and the why." Everything else falls into "means," or the "how." Once you determine the "ends," give staff the latitude to determine the "means." After all, they were hired for their skill and expertise in means, weren't they? Aren't they in the best position to determine the means? If

the governing body becomes involved in means, you may be simultaneously impairing your staff's ability to exercise their best judgment, and crippling your ability to hold them accountable for the achievement of the ends. Who's to blame if you dictated the "how" and the result was a shortfall in achieving the "what"?

• **Set appropriate boundaries on the "means."** Leaving the means to staff doesn't mean unbridled discretion. We all know that there's a limit to the idea that "the ends justify the means." Carver maintains that the governing body's legitimate involvement in means is to prohibit any means that are imprudent or unethical. But the way to do that is not with a set of *prescriptions* – what must be done. Rather, the right way to do that is with *proscriptions* – what must *not* be done. Why? Well, there aren't enough hours in the day or enough specialized knowledge on the board to define all the things that must be done. But the board certainly has a legal, moral, and ethical compass. That's why defining what's prohibited as imprudent or unethical is a more effective and efficient means of putting a boundary past which means cannot go.

• **Govern yourself before governing others.** Carver recommends that the governing body take the time to design and codify its own processes, including a board member code of conduct. One of the many helpful examples in *Boards That Make a Difference* is a sample code of conduct. Anyone who's experienced dysfunctional behavior within a governing body knows that negative interpersonal dynamics can destroy the governing body's effectiveness as well as its credibility with its constituents. But how can a board deal with inappropriate behavior among its own if it hasn't first determined what constitutes appropriate behavior? With a sound and

mutually agreed process, personality need not become the dominant force in shaping issues and dealing with disagreements and confrontations.

WHAT'S THIS HAVE TO DO WITH LIABILITY ANYWAY?

Since this is a CIRSA *Coverage Line* article, you may be wondering what linkage to liability issues justifies its existence on these pages. Well, it's easy to see that the problems identified by Carver as obstacles to good governance are also problems that can lead to increased liability for elected officials. For instance, if your role in relation to staff's is unclear, how are you or staff going to know what is within the scope of your authority and what is within the scope of theirs? Falling outside the scope of your lawful authority is one of the sure ways to lose your liability protections. And it follows that Carver's approach to good governance also provides excellent risk management suggestions. Both board and staff can flourish within their respective spheres of authority without stepping on one another, maintain appropriate accountability, and ensure that the work of the public entity will be carried out within the boundaries of prudence and ethics.

CONCLUSION

This article has pulled out bits, albeit helpful bits, of *Boards That Make a Difference* for you to consider. Reading the book is highly recommended, because the Model really makes the most sense when viewed in its entirety.